SOLE SOURCE CONTRACT FOR SERVICE

CONTRACT NO. 2245-05110
PURCHASE ORDER NO. 70000267891

OFFICE OF THE CHIEF PROCUREMENT OFFICER



PUBLICATIONS, DATA, AND SOFTWARE SERVICES

FOR

COOK COUNTY ASSESSOR'S OFFICE

WITH: MOODY'S ANALYTICS, INC.

TONI PRECKWINKLE, COOK COUNTY BOARD PRESIDENT

RAFFI SARRAFIAN, CHIEF PROCUREMENT OFFICER

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the “County” and Moody’s Analytics’ Inc., herein after the “Contractor”.

WHEREAS, the County is responsible for procuring services for the Cook County Assessor’s Office, herein after the “Using Department”, which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires Publications, Data, and Software Services for Cook County locations;

WHEREAS, this Contract is being entered into in accordance with Section 34-139, Sole Source Procurements, of the Cook County Procurement Code;

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

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

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT “I”

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County from July 1, 2023 through June 30, 2026.

III. PAYMENT

In no case shall such charges exceed the amount of $182,014.45 The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County. Additional usage rights in excess of the license parameter are subject to the payment of additional fees and shall be mutually agreed in writing by the parties.

IV. GENERAL CONDITIONS

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

V. INCORPORATION OF EXHIBITS

This Contract incorporates the following Exhibits:

1. EXHIBIT I	SPECIFICATION
2. EXHIBIT II	SCHEDULE OF COMPENSATION
3. EXHIBIT III	MOODY'S ORDER FORM DATED 7/1/2023 (AGREEMENT NO. 00224134.2 AND MOODY'S TERMS OF AGREEMENT DATED 7/1/2023 (AGREEMENT NO. 00257858.0) (together, the "Contractor's Agreements")
4. EXHIBIT IV	BOARD APPROVAL LETTER
5. EXHIBIT V	IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT
6. EXHIBIT VI	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT
7. EXHIBIT VII	EVIDENCE OF INSURANCE
8. EXHIBIT VIII	ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")
9. EXHIBIT IX	ECONOMIC DISCLOSURE STATEMENT ("EDS")

PART II - General Terms and Conditions

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer") which shall not be unreasonably withheld. In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims 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.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors. For the purposes of clarity, Contractor will not be utilizing additional contractors or subcontractors for the provision of services hereunder. In the event subcontractors are utilized in this engagement, Contractor agrees to abide by the provisions concerning Subcontractors herein.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 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 third party claim, action, suit or proceeding made or brought against the County to the extent it is based upon an allegation that the product as provided to County by Contractor (excluding any data or other materials supplied by a Licensor to Contractor and made part of the product) infringes any valid patent or copyright, or misappropriates a trade secret of a third party. Notwithstanding the foregoing, in no event will Contractor have any liability or indemnification obligation under this Contract for any claim to the extent the claim is caused by, or results from: (i) the combination or use of product with non-Moody's software, services or data, if such claim would have been avoided by the non-combined or exclusive use of the product; (ii) modification of the product by anyone other than Contractor, if such claim would have been avoided by use of the unmodified product; (iii) County continuing the allegedly infringing activity after notification or after receiving modifications that would have avoided the alleged infringement; or (iv) use of the product in a manner that is not authorized by this Contract.

GC-03 INSPECTION AND RESPONSIBILITY

RESERVED

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors, if any, within 15 days after receipt of payment from the County provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor, if any, when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause (except in the case of material breach by County of Contractor's intellectual property rights) or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. Contractor shall provide County with a refund within 120 days of termination.

In the event of a termination within the term of a license year, pre paid yearly subscription fees for the current subscription period will not be refunded or prorated. However, after a termination notice, the County will not be responsible for payment for any additional yearly terms.

GC-06 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 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-9998-2013-07.

GC-07 PRICE REDUCTION

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. 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.

GC-10 CONTRACT AMENDMENTS

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

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that 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 Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

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

1. Failure to begin performance under the Contract within the specified time;
2. Performance of the Contract in an unsatisfactory manner;
3. Failure to provide access to the product licensed under this Contract that impacts all customers of the same licensed products that cannot be cured to the extent practicable .
4. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
5. Any assignment of the Contract for the benefit of creditors;
6. Any cause whatsoever which impairs performance in an acceptable manner; or
7. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder for a material breach of the Contractor's intellectual property rights by the County and Contractor shall have the right to terminate this Contract immediately. For the avoidance of doubt, a material breach of Contractor's intellectual property rights shall not include minor breaches of the license parameters under this hereunder including the Contractor's Agreements, provided that such breach can be remedied by the payment of additional license fees as negotiated by the Parties.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach (excluding a material breach of Contractor's intellectual property rights) and fails to remedy the breach during the thirty (30) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages except for damages relating to a material breach of Contractor's intellectual property rights, as permitted by applicable law, shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer. A material breach of Contractor's intellectual property rights shall not include minor breaches of the license parameters under this hereunder including the Contractor's Agreements, provided that such breach can be remedied by the payment of additional license fees as negotiated by the Parties.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTS

Waiver of Subrogation
General and Automobile insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

Insurance Requirements of the Contractor

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the
Consultant's legal responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide similiar insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant
except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**
Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:
Employers' Liability coverage with a limit of
$1,000,000 each Accident
$1,000,000 each Employee
$1,000,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Completed Operations Aggregate	$2,000,000

The General Liability policy shall include the following coverages:
(1) All premises and operations;
(2) Contractual Liability;
(3) Products/Completed Operations;
(4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than $1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: $1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than $1,000,000 per claim.
If any such policy is written on a claims-made form:

(1) The retroactive coverage date shall be no later than the effective date of this contract.

(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

If any such policy is written on a claims-made form:

(1) The retroactive coverage date shall be no later than the effective date of this contract.

(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**

The General Liability insurance policies, shall include Cook County, its officials, employees, and agents as additional insureds via a blanket additional insured endorsement with respect to operations performed for this contract on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

The Consultant will endeavor to provide the Office of the Chief Procurement Officer with thirty (30) days notice in the event any required insurance will be cancelled, materially reduced and non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and upon written request provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work upon written request, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant.

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

(c) **Waiver of Subrogation Endorsements**

General Liability policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the , Contractor (excluding any data or other materials supplied by a Licensor to Contractor and made part of the product) constitutes an infringement of any patent, copyright or license or any other intellectual property right of a third party.

In the event the product becomes, or in Contractor's opinion likely to become, the subject of a claimed intellectual property infringement or other claim, at the Contractor's election, one of the following: (a) procure for County the right to continue use of the product; (b) replace or modify such product to be non-infringing, without incurring a material diminution in performance or function; or (c) if neither of the foregoing is, in Contractor's judgment, available on reasonably commercial terms, Contractor may terminate the applicable subscription to County upon notice to County, in which case County shall cease use of and return all copies of the products, and Contractor shall refund to County the portion of the fees pre-paid by County for the returned materials that are attributable for the period of time after termination.

GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with applicable laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect its performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS 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 County shall observe and comply with applicable laws, ordinances, regulations and codes of the Federal, State, County which may in any manner affect its performance of the Contract.

GC-18 DELIVERY

[RESERVED]

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

[RESERVED]

GC-20 MATERIAL DATA SAFETY SHEET

[RESERVED]

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County as soon as it may become aware of such incompatibility. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS
[RESERVED]

GC-23 USE OF PREMISES

[RESERVED]

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered, via email, if posting with a recognized express delivery services specifying priority overnight delivery with written verification of receipt (in case of internal domestic U.S. deliveries) , or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
69 W Washington St., Floor 30
Chicago, Illinois 60602
Dan.Gizzi@cookcountyil.gov
Contract No. 2245-05110

TO THE CONTRACTOR:
Moody's Analytics, Inc.
7 World Trade Center,
250 Greenwich Street,
New York, NY 10007 USA
(attention: General Counsel, Moody's Analytics)
Email: malegal@moodys.com

Each party may designate a different address or contact person by notice given in the manner provided in this section.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any by notice in writing from the County to the Contractor. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

[RESERVED]

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

[RESERVED]

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

The parties acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by either party 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 of the Contract. The parties further acknowledge the County is under obligation and is subject to the Freedom of Information Act. Each party shall comply with the applicable privacy laws and regulations in the provision of services hereunder and will not disclose any of the other party's records, materials, or other data to any third party. In the event that the County receives a request for Contractor's Confidential Information related to this Contract pursuant to a court order, lawsuit or subpoena the County agrees to provide Contractor with as much notice, in writing, as is reasonably practicable.

GC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the County.

GC-30 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to performance of 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.

If applicable, 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.

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy 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.

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

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

GC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

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

GC-36 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, supplies, equipment or services under this Contract.
In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions (excluding pricing) contained in this Contract (i.e., comparable government procurement) . Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.
1. Interest of Members of or Delegates to the United States Congress
In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

The following provisions apply to all Contracts which are funded in whole or in part with federal funds, as applicable.

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

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

2. False or Fraudulent Statements and Claims

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

   (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

[RESERVED]

4. Federal Interest in Data and Copyrights

[RESERVED]

5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality

regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

13. Contract Work Hours and Safety Standards Act

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

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

14. Veteran’s Preference

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

15. Copyright Ownership

[RESERVED]

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

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

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

Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than

E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GC-39 CONTRACT INTERPRETATION

In the event there is a conflict between or among any of the documents specified in Section V Incorporation of Exhibits, the terms of the General Conditions shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

EXHIBIT I	SPECIFICATION
EXHIBIT II	SCHEDULE OF COMPENSATIONEXHIBIT III MOODY'S ORDER FORM DATED 7/1/2023 (AGREEMENT NO. 00224134.2 AND MOODY'S TERMS OF AGREEMENT DATED 7/1/2023 (AGREEMENT NO. 00257858.0) (together, the "Contractor's Agreements") BOARD APPROVAL LETTER
EXHIBIT IV	
EXHIBIT V	IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT
EXHIBIT VI	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT
EXHIBIT VII	EVIDENCE OF INSURANCE
EXHIBIT VIII	ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")
EXHIBIT IX	ECONOMIC DISCLOSURE STATEMENT ("EDS")

END OF SECTION

EXHIBIT I

SPECIFICATIONS

Moody's Analytics

REIS Real Estate Solutions by Moody's Analytics

REIS Core Product Standard Features

Reports, time series, and data points may vary depending on which metros and sectors you subscribe to through cre.reis.com,

Property-Level Data

Moody's Analytics REIS offers detailed property-level performance and transaction data with the following core offering:

» Property Records | Detailed structural, tenant and property contact information. Includes historical trend and current performance of property asking rents and vacancy, as well as historical sales.

» Dynamic Mapping | Search for any commercially zoned parcel across the U.S. regardless of sector, size or location criteria. Summary metrics of search results available include, but not limited to average tax amount, average sale price, average asking rent, and number of new construction properties.

» Property Comparable:

- Rent | Property-level leasing data for a customized peer group of competitive buildings. These records provide property-level rents and vacancies, in addition to structural attributes, pictures, contact details, and a comparative analysis of a subject property's performance relative to end-user selected peer properties.
- Sales | Detailed transaction records, including but not limited to location and structural characteristics, financing terms and contact details. Sales comps are updated daily and available in PDF and Excel formats. Land/Hotel/Specialty are limited to sales comparables.
- New Construction | Pipeline statistics for a customized peer group of proposed, planned, currently under construction, and recently completed projects. The records include property name, address, size, estimated ground break and completion dates, and contact details.

Additionally, Moody's Analytics REIS has mapped all outstanding loans within the CMBS universe to the REIS core database at the property, submarket, and MSA-level. This has resulted in 130,000 properties in outstanding CMBS loan properties being mapped within the REIS database enabling a display of the tenant data from these loans on individual property records. Data presented includes name of tenant, volume of space leased and lease expiration date.

Submarket-Level Data

Moody's Analytics REIS offers trends, forecasts, and narratives at the submarket level for primary markets in the core sectors.

» Executive Briefing | Narrative summary describing current supply and demand conditions within the context of the submarket's long-term historical performance. Information such a rents, vacancies, new construction, and economic drivers, are also leveraged to provide a 2-year outlook. Available for primary markets.

» Performance Trends and Forecasts | Historical trending data with 10-year econometric forecast, including two downside forecast scenarios to reflect potential downsides in the economy. Available for primary markets.

» Capital Market Trends | Metro-level trending data for historical, current, and forecasted capital market conditions, including a five-year cap rate forecast. Trends include but are not limited to number of transactions, dollar volume, mean and median cap rate, and class cut transactional information. Available for primary and tertiary markets. Available in the submarket level Excel download.

» Class Cut | Historical trend for the performance of Class A versus Class B/C assets. Available for primary markets.

Market-Level Data

Moody's Analytics REIS offers trends, forecasts, and narratives at the market level for all markets across sectors.

- The Insight | Comprehensive Narrative describing economic and demographic data, supply and demand, vacancy, rent growth and transaction analytics with a submarket performance comparison. Available for primary markets.
- Executive Briefing | Narrative summary describing current supply and demand conditions within the context of the market's long-term historical performance. Information such a rents, vacancies, new construction, and economic drivers, are also leveraged to provide a 2-year outlook. Available for primary markets.
- Performance Trends and Forecasts | Historical trending data with 10-year econometric forecast, including two downside forecast scenarios to reflect potential downsides in the economy. Available for primary markets.
- Performance Trends and Forecasts | Historical trending data with 10-year econometric forecast, including a baseline forecast scenario. Available for tertiary markets.
- Capital Market Trends | Metro-level trending data for historical, current, and forecasted capital market conditions, including a five-year cap rate forecast. Trends include but are not limited to number of transactions, dollar volume, mean and median cap rate, and class cut transactional information. Available for primary and tertiary markets.
- Class Cut | Historical trend for the performance of Class A versus Class B/C assets. Available for primary markets.
- Submarket Overview | comparative breakout of submarket performance relative to inventory, rents, vacancies, expenses and concessions. Anchor and non-anchor breakouts are provided for the retail sector. Available for primary markets.
- Construction Pipeline | A comprehensive list of new construction projects for a select property sector in each metro area, presenting proposed planned, under construction and recently completed projects. Available for primary markets.
- Retail Sector Power Center Reporting | Provides current space and capital market fundamentals to allow for benchmarking of Power Centers against Neighborhood and Community Shopping Centers. Breaks out new construction and cap rates across retail subtypes for a given market.
- Student Housing Sector University Reporting | University-level stats such an enrollment rate, tuition, housing charges, leasing incentives and university inventory.

Economic Features and Briefings

Forecasts

The Metro & Submarket reports include a ten-year econometric forecast as well as two additional forecast scenarios to reflect potential downsides in the economy.

Monthly Trends

Monthly data breakouts are available in select Submarket and Metro Trend reports.

Quarterly Economic Briefing

REIS Economists host a quarterly conference call summarizing the previous quarter's multifamily and commercial real estate fundamentals, including rents, vacancies, and absorption activity, as well as summarizing the previous quarter's transaction activity within real estate credit markets as well as securitized and portfolio mortgage performance.

First Glance Reports

The First Glance report is a two-page summary of the upcoming trends observed across REIS' 82 primary metros. The report includes a narrative of market trends highlighting key metros for apartment, office, retail, industrial sectors in addition to new construction activity and employment trends.

Quarterly View Reports

The Quarterly View report is a two-page summary of the upcoming trends observed across REIS' specialty sectors. The report includes a narrative of market trends highlighting key metros for self-storage, seniors housing, affordable housing, and student housing sectors.

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EXHIBIT II

SCHEDULE OF COMPENSATION

Moody's ANALYTICS

Moody's Agreement No. 00224134.2

ORDER FORM

The client ("Client") hereby requests Moody's Analytics, Inc. ("Moody's") to furnish to Client, the publications, services, data, software and other products as indicated below and, in consideration thereof, agrees to pay to Moody's the corresponding fees set forth below. The term "Client" used in this Order Form shall be interchangeable with and have the same meaning ascribed to the defined term "Subscriber" if that term is used in the Terms of Agreement.

Products and Services Ordered		**Annual Fee**
REIS Web	**Sectors**: Apartment; Retail; Office; Self Storage; Industrial; Affordable Housing; Seniors Housing; Student Housing; Hotel **Region**: Midwest	see below

Initial Term: Three Years	**Effective Date**: July 1, 2023	**End Date**: June 30, 2026

TOTAL FEES YEAR ONE (JULY 1, 2023 – JUNE 30, 2024):	$57,736.54
TOTAL FEES YEAR TWO (JULY 1, 2024 – JUNE 30, 2025):	$60,623.37
TOTAL FEES YEAR THREE (JULY 1, 2025 – JUNE 30, 2026):	$63,654.54

Additional Terms:

1. Prior Order Form. The above listed Information shall replace the products and services purchased under the Order Form, dated July 1, 2022 (Moody's Agreement No. 00224134.1) between Client and Moody's Analytics, Inc. (the "Prior Order Form"). Accordingly, as of this Order Form Effective Date, the Prior Order Form is terminated, and this Order Form shall supersede and replace the Prior Order Form.

2. Moody's acknowledges Client's governmental relationship with the Board of Review of Cook County. For the avoidance of doubt, subject to Section 11 of the Terms of Agreement, Client's intended use to redistribute the Information licensed hereunder to the Board of Review of Cook County for purposes of justification for Client's real estate valuations and assessments is permissible under Section 11 of the Terms of Agreement.

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EXHIBIT III

MOODY'S ORDER FORM DATED 7/1/2023 AGREEMENT NO. 00224134.2 AND MOODY'S TERMS OF AGREEMENT DATED 7/1/2023 AGREEMENT NO. 00257858.0

MOODY'S ANALYTICS

Moody's Agreement No. 00224134.2

ORDER FORM

The client ("Client") hereby requests Moody's Analytics, Inc. ("Moody's") to furnish to Client, the publications, services, data, software and other products as indicated below and, in consideration thereof, agrees to pay to Moody's the corresponding fees set forth below. The term "Client" used in this Order Form shall be interchangeable with and have the same meaning ascribed to the defined term "Subscriber" if that term is used in the Terms of Agreement.

Products and Services Ordered		**Annual Fee**
REIS Web	**Sectors**: Apartment; Retail; Office; Self Storage; Industrial; Affordable Housing; Seniors Housing; Student Housing; Hotel **Region**: Midwest	see below

Initial Term: Three Years	**Effective Date**: July 1, 2023	**End Date**: June 30, 2026

TOTAL FEES YEAR ONE (JULY 1, 2023 – JUNE 30, 2024):	$57,736.54
TOTAL FEES YEAR TWO (JULY 1, 2024 – JUNE 30, 2025):	$60,623.37
TOTAL FEES YEAR THREE (JULY 1, 2025 – JUNE 30, 2026):	$63,654.54
	Plus Applicable Taxes

Additional Terms:

1. Prior Order Form. The above listed Information shall replace the products and services purchased under the Order Form, dated July 1, 2022 (Moody's Agreement No. 00224134.1) between Client and Moody's Analytics, Inc. (the "Prior Order Form"). Accordingly, as of this Order Form Effective Date, the Prior Order Form is terminated, and this Order Form shall supersede and replace the Prior Order Form.

2. Moody's acknowledges Client's governmental relationship with the Board of Review of Cook County. For the avoidance of doubt, subject to Section 11 of the Terms of Agreement, Client's intended use to redistribute the Information licensed hereunder to the Board of Review of Cook County for purposes of justification for Client's real estate valuations and assessments is permissible under Section 11 of the Terms of Agreement.

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MOODY'S ANALYTICS

Moody's Agreement No. 00257858.0
Agreement Effective Date: July 1, 2023

TERMS OF AGREEMENT:

1 **THIS AGREEMENT PERTAINS TO CERTAIN "INFORMATION", WHICH INCLUDES** ALL PRODUCTS, SERVICES, SOFTWARE, PUBLICATIONS, REPORTS, DOCUMENTATION, WHITE PAPERS, AND ALL RESEARCH, ANALYSIS, FORECASTS, RATINGS, OPINIONS, MODELS, SECURITY IDENTIFIERS, METHODOLOGIES AND DATA THEREIN, FURNISHED BY THE UNDERSIGNED MOODY'S ENTITY ("MOODY'S") OR ITS AFFILIATES PURSUANT TO THESE TERMS OF AGREEMENT ("AGREEMENT"). "INFORMATION" ALSO INCLUDES THE CONTENT OF ALL COMMUNICATIONS FROM MOODY'S OR ITS AFFILIATES' PERSONNEL (INCLUDING BUT NOT LIMITED TO ANALYST PERSONNEL FROM MOODY'S INVESTORS SERVICE, INC. OR ITS OTHER RATING AGENCY AFFILIATES (COLLECTIVELY, "MIS")) REGARDING THE INFORMATION. THE INFORMATION, AND THE STRUCTURE, ORGANIZATION AND THE SEARCH AND EXTRACTION MECHANISMS OF THE INFORMATION, ARE PROPRIETARY TO MOODY'S AND/OR THIRD PARTIES FROM WHOM MOODY'S LICENSES DATA THAT IS INCORPORATED INTO THE INFORMATION ("LICENSORS"). THE INFORMATION MAY BE PROTECTED UNDER COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, DATABASE AND OTHER INTELLECTUAL PROPERTY LAWS, AND ARE FURNISHED SOLELY FOR CLIENT'S OWN INTERNAL USE. EXCEPT AS OTHERWISE EXPRESSLY PERMITTED HEREIN OR IN WRITING BY MOODY'S, NO PORTION OF THE INFORMATION MAY BE COPIED, REPRODUCED, REPACKAGED, RETRANSMITTED, SOLD, TRANSFERRED, REDISTRIBUTED, LEASED, RENTED, SUBLICENSED, MODIFIED, ADAPTED, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY CLIENT OR ANY OTHER PERSON OR ENTITY. CLIENT SHALL TAKE ALL REASONABLE STEPS TO PREVENT UNAUTHORIZED USE, ACCESS, COPYING OR DISCLOSURE OF THE INFORMATION.

2 Subject to the terms and conditions of this Agreement, Moody's hereby grants Client a non-exclusive and non-transferable license to use the Information described in one or more Subscription Order Forms or other ordering documents entered into by the parties and referencing this Agreement (each, an "Order Form") for Client's internal business purposes and not for the use or benefit of any third party except as set forth on the applicable Order Form, and only within and subject to the applicable License Parameter. As used herein, "License Parameter" means the definition and limitation of the Client's license or permitted scope of use for the relevant product or service, as set forth on the applicable Order Form. A License Parameter may consist of Client's total assets, the size of a relevant loan portfolio, specified assets under management, number of obligors, number of individual Client users ("Users"), business unit or division, department, business location / premises, or any other applicable use limitation and/or measurement specified in the Order Form. Use of the Information by Client that exceeds the License Parameter is strictly prohibited and Moody's reserves the right to suspend access to the Information or charge additional fees for such unlicensed usage. Client agrees to be responsible and liable for the compliance of its Users and each licensed Client Affiliate with the terms and conditions of this Agreement and any breach hereof by a User or Client Affiliate, and each licensed Client Affiliate shall be considered within the definition of "Client" for all relevant purposes of this Agreement. Moody's may also provide Client with custom deliverables, training and/or other related services as part of the Information, which shall be described on the relevant Order Form, along with any fees or special terms applying to such deliverables and services. Any Moody's Affiliate may elect to provide, and any Client Affiliate may elect to receive a license to, Information under this Agreement by executing an Order Form hereunder. Upon signature of an Order Form by the duly authorized signatories of Moody's (or the relevant Moody's Affiliate) and the Client (or the relevant Client Affiliate), a new agreement shall be formed between the signing parties whereby: (i) the terms of this Agreement shall be incorporated into the Order Form as if written out in full therein; (ii) any reference in this Agreement to "Moody's" for purposes of such Order Form shall be deemed to refer to the relevant contracting Moody's entity; and (iii) any reference in this Agreement to "Client" for purposes of such Order Form shall be deemed to refer to the relevant contracting Client or Client Affiliate. As used herein, an "Affiliate" of a party means any legal entity which, directly or indirectly, either controls, is controlled by, or is under common control with such party, and where "control" is defined by the direct or indirect ownership of stock or other interests entitled to elect a majority of the board of directors or other governing body of an entity, or the direct or indirect ownership of more than fifty (50) percent of the equity or profits interest in such entity.

3 Client agrees, on behalf of itself and each User that it permits to use any of the Information, that: (i) the ratings, estimates, forecasts, and/or other opinions contained in the Information are, and will be construed solely as, statements of opinion and not statements of fact, investment advice or recommendations to purchase, hold or sell any securities; (ii) each rating, estimate, forecast, or other opinion will be weighed solely as one factor in any investment decision; and (iii) it will accordingly, with due care, make its own evaluation of each security, and of each issuer and guarantor of, and each provider of credit support for, each security that it may consider purchasing, holding or selling. Client agrees, on behalf of itself and each User, that: (i) nothing contained in the Information shall create any duty of care on the part of Moody's or any Moody's Affiliate to Client; (ii) neither Moody's nor any Moody's Affiliate is acting as a financial adviser to Client; (iii) no Information (whether in oral or written form) or statements or other communications supplied by Moody's or any of its employees, representatives or agents shall constitute a representation or a warranty, or the provision of investment advice; and (iv) it will not use the name of Moody's or any of its Affiliates or products to state or imply any endorsement or recommendation on the part of Moody's or its Affiliates of any investment, security, loan or other instrument, or of any activities carried out or undertaken by Client using Moody's products or services. NEITHER MOODY'S NOR ANY MOODY'S AFFILIATE SHALL HAVE ANY LIABILITY TO CLIENT BASED ON OR RELATING TO AN ALLEGATION THAT MOODY'S OR ANY MOODY'S AFFILIATE OWES A DUTY
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4 THE INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND MOODY'S AND ITS LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE INFORMATION, EXPRESS OR IMPLIED, AND WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION: (I) ANY WARRANTY AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, OR THE RESULTS TO BE OBTAINED FROM USE OF THE INFORMATION; (II) THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF MOODY'S HAS BEEN INFORMED OF SUCH PURPOSE; AND (III) ANY WARRANTIES ARISING BY IMPLICATION OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE
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5 NONE OF THE MOODY'S PARTIES OR CLIENT SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR FOR ANY LOSS OF DATA OR USE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE MOODY'S PARTIES OR THE AGGREGATE LIABILITY OF CLIENT ARISING FROM THIS AGREEMENT OR RELATED TO THE INFORMATION EXCEED THE AGGREGATE FEES AND CHARGES PAID OR PAYABLE BY CLIENT TO MOODY'S UNDER THE RELEVANT ORDER FORM DURING THE PRECEDING TWELVE MONTH PERIOD. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY REGARDLESS OF HOW SUCH DAMAGES OR LOSSES ARISE, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY AND REGARDLESS OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTHING IN THIS SECTION 5 SHALL LIMIT OR EXCLUDE: (I) CLIENT'S OBLIGATIONS TO PAY ANY FEES DUE TO ANY MOODY'S PARTY HEREUNDER; (II) CLIENT'S LIABILITY FOR DAMAGES RESULTING FROM THE BREACH OF ANY LICENSE GRANTED IN THIS AGREEMENT OR THE APPLICABLE ORDER FORM, OR FOR ANY OTHER VIOLATION OF A MOODY'S PARTY'S INTELLECTUAL PROPERTY RIGHTS;
(III) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING ANY SUCH OBLIGATION UNDER AN ORDER FORM); OR (IV) A PARTY'S LIABILITY WHICH ARISES OUT OF SUCH PARTY'S FRAUD OR WILFUL MISCONDUCT OR WHICH CANNOT OTHERWISE BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

6 Client shall pay to Moody's the fees as are set forth on the Order Form, which fees shall be invoiced by Moody's and payable by Client annually in advance or upon such other payment schedule specified in the Order Form. Moody's may suspend all services hereunder in the event of any non-payment of fees. All fees are exclusive of taxes, if any. Client shall be responsible for any federal, state, local, value-added, service, withholding or similar taxes, if applicable, that are or may be imposed on any transaction hereunder (excluding any taxes based on Moody's net income), unless Client (i) represents and warrants to Moody's in each applicable Order Form that it is exempt by law from payment or collection of any applicable taxes, and (ii) provides Moody's with tax exemption certificates as evidence of such exemption(s).

7 Client agrees that the Information may contain third party materials

provided by Licensors, and in this respect Moody's relies upon the Licensors in providing such Information to Client. Accordingly, Moody's duty to deliver such Information is subject in all respects to the timely supply of the relevant materials by such Licensors. Client agrees that availability of such third party materials shall cease automatically, without liability on the part of Moody's or the Licensors, upon termination of Moody's access to the materials for any reason. Client further agrees to comply with any additional terms or restrictions regarding use of the third party materials which the relevant Licensor and/or Moody's may otherwise specify by notice to Client from time to time, including by way of a notification posted within the relevant service. Moody's may from time to time and in its sole discretion add to, replace or terminate any of its Licensors or any part of the Information or its functionality, or replace the Information with successor products in the ordinary course of its business. If any such additional terms or restrictions, or any such addition, replacement or termination of a Licensor or Information would materially affect the functionality or operation of the Information in Client's reasonable judgment, Client may terminate the license to the affected Information upon notice to Moody's and shall be entitled to a refund of any fees prepaid to Moody's for the affected Information in respect of the period after termination. Client agrees that the third party materials: (i) shall only be used for Client's internal use in connection with its use of the Information; and (ii) shall not be used to create a data file, or develop, verify, correct or complete any other database (including, without limitation, a security master database).

In the event Client has an appropriate agreement with a Licensor covering Client's use of the materials supplied by such Licensor (the "Separate Agreement"), Client's use of such materials shall be governed by the terms of the Separate Agreement for as long as it remains in effect, and nothing in this Agreement shall limit or affect Client's rights under the Separate Agreement.

To the extent the Information provided to Client contains CUSIP security identifier data, the following standard required CUSIP terms shall apply: The CUSIP Database and the information contained therein is (collectively, "CGS Data") and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services ("CGS") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Client in such materials or in any of the information contained therein. Client shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Any use by Client outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Client agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Client agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled. Client further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS. NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY CLIENT FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL. Client's use of and access to the CGS Data is expressly conditioned on Moody's Corporation maintaining a distribution agreement with CGS. In the event Moody's Corporation's distribution agreement is terminated, Client's right to access and use CGS Data via Moody's Corporation and/or its Affiliates services shall automatically terminate. Client agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

8 If applicable, Client may receive the Information through a Moody's authorized third party distributor ("Third Party Distributor"). If Client receives the Information through a Third Party Distributor, the receipt and use of the Information shall be governed by the terms and conditions of this Agreement and any additional terms set forth on the Order Form. Client's right to continue to receive the Information provided by Moody's through such Third Party Distributor shall be terminated by Moody's in the event that, for any reason, Client terminates its agreement with such Third Party Distributor or such Third Party Distributor ceases the distribution of the Information. In such case, Moody's will continue to offer Client access to the Information during the term of the applicable subscription through its direct distribution methods. Moody's assumes no responsibility, and shall not have any liability, for communication delays or interruptions in the delivery of the Information via a Third Party Distributor's service.

9 The term of this Agreement shall begin on the Effective Date shown above. The term of each Order Form commences as of the effective date set forth in the Order Form and shall continue for a period as set out in the Sole Source Contract for Service (Contract No. 2245-05110) with Cook County ("Contract") an initial term of one year or such other term as specified in the PSA ("Initial Term") unless otherwise agreed to by the parties. Either party may terminate this Agreement upon written notice: (i) if no Order Forms are then outstanding and in effect hereunder; or (ii) if the other party:
(a) breaches any material term or condition of this Agreement or Order Form and, except in the case of a breach of Section 13 or a material breach constituting a violation of the intellectual property rights of any Moody's Party, fails to remedy the breach within thirty (30) days after being given written notice thereof; (b) ceases to function as a going concern or to conduct operations in the normal course of business; or (c) has a petition or similar action filed by or against it under any applicable bankruptcy or insolvency laws which petition or action has not been dismissed or set aside within sixty (60) days of filing. Moody's may terminate this Agreement and/or any Order Forms hereunder in the event of any legal or regulatory change that, in Moody's judgment, imposes new and additional cost or liability risk upon Moody's and/or Moody's Affiliates. In the case of a termination by Moody's pursuant to the preceding sentence, or a termination by Client for Moody's uncured material breach under this Section 9, Client shall be entitled to a refund of any fees prepaid to Moody's for the affected Information in respect of the period after termination. At the termination or expiration of an Order Form for any reason, and except as provided on such Order Form, Client shall cease all use of the Information under such Order Form and promptly purge all Information provided under such Order Form that has been stored in its computer systems, databases, or any data storage facilities owned or under its control, provided that Client shall have the right to retain: (i) print or electronic copies of its presentations containing limited excerpts of data obtained from the Information and made in conformity with the license granted in Section 11 of this Agreement; and (ii) portions of the Information that constitute electronic data that is generally inaccessible or that has been stored on Client's backup systems in the ordinary course of business as part of standard backup procedures, but only to the extent that such data is only accessible by person(s) whose function is primarily information technology, and provided that such person(s) only have limited access to such data to enable the performance of such information technology duties. In addition, Client may retain one copy of any such data from the Information as is necessary to comply with applicable audit, legal or regulatory requirements, professional obligations and standards and internal document retention policies, provided any such data may only be accessed for such purposes and may not be used for any other purpose whatsoever (including, but not limited to, any commercial purpose). Upon expiration or termination of this Agreement for any reason, all provisions but Sections 2, 11 and 13 shall survive.

10 This Agreement shall be governed by, and construed in accordance with, the laws State of Illinois, without regard to otherwise applicable principles of conflicts of law. In any action arising out of or related to this Agreement, each party consents to the exclusive jurisdiction of any state or federal court sitting in Cook County, Illinois. This Agreement and all Order Forms attached hereto or referencing this Agreement contain the entire and only agreement between the parties relating to the subject matter hereof, and supersede all prior or collateral representations, warranties, promises or conditions, if any, in connection therewith. The terms of this Agreement shall prevail in the event of a conflict between this Agreement and any Order Form, except where the Order Form specifically indicates that a particular term of the Agreement shall not apply or shall be modified. No amendment to, or waiver of, any term of this Agreement shall be binding upon either party hereto unless reduced to writing and signed by an authorized officer of the party against which it is asserted. For the avoidance of doubt, this Agreement shall not be modified by the terms of a purchase order or other document issued by Client relating to the Information or purporting to modify the terms hereof.

11 Moody's hereby grants Client a non-exclusive and non-transferable license to redistribute (orally, in writing or by electronic means), solely within its own business applications, reports, presentations, graphs and other publications, limited excerpts of data contained in the Information, *provided*, *however*, that: (i) the portions of Information so distributed are only supportive and incidental in nature to the substance of such applications, reports, presentations, reports, graphs and other publications; (ii) the redistribution shall not be done (a) in such a manner that would eliminate the need for Client's recipients to obtain a separate license from Moody's to receive the Information, (b) in a recurrent manner as part of the distribution of automated reports to clients, investors or other third parties (such as account statements or trade confirmations); (c) in connection with a prospectus or other offering document; (iii) Client shall not use the limited right of redistribution to offer or to develop for sale and/or distribution a product that competes with any product or service of any Moody's Party; and (iv) Client shall

assume full liability for any such redistribution of the Information, and to the extent permissible by applicable law, indemnify and hold harmless the Moody's Parties for any third party claims against the Moody's Parties arising out of such redistribution. Client shall give appropriate credit to Moody's or the appropriate Licensor (where permitted) for the limited excerpts of the Information.

12 Moody's shall: (i) defend, at its expense, any third party claim, action, suit or proceeding made or brought against Client to the extent it is based upon an allegation that the Information as provided to Client by Moody's (excluding any data or other materials supplied by a Licensor to Moody's and made part of the Information) infringes any valid patent or copyright, or misappropriates a trade secret of a third party (each, a "Claim"); and (ii) will pay any damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against the Client pursuant to any such Claim, or agreed to by Moody's as settlement or compromise; to the extent practicable, Client shall have promptly provided Moody's with written notice of any Claim and reasonable cooperation, information, and assistance in connection therewith. Moody's shall have sole control and authority with respect to the defense, settlement, or compromise thereof (provided that Client's reasonable consent to any such settlement shall be required unless it includes an unconditional full release of all liability for the Client). Subject to the foregoing, Moody's will consult with Client upon receipt of written notice of any Claim subject to indemnification under this Section 12 on the possibility of exerting Client's privileges and immunities. Client shall be entitled, at its own expense, to participate in the defense of any claim subject to this Section 12 through counsel of its own choosing, and Moody's shall provide the Client with reasonable cooperation and assistance in such participation in the defense. Notwithstanding anything to the contrary herein, Moody's obligations under this Section 12 are Moody's exclusive liability and Client's exclusive remedy for claims of intellectual property infringement as set forth herein.

13 In no event will Moody's have any liability or indemnification obligation under this Agreement for any Claim to the extent the Claim is caused by, or results from: (i) the combination or use of Information with non-Moody's software, services or data, if such Claim would have been avoided by the non- combined or exclusive use of the Information; (ii) modification of the Information by anyone other than Moody's if such Claim would have been avoided by use of the unmodified Information; (iii) Client continuing the allegedly infringing activity after notification or after receiving modifications that would have avoided the alleged infringement; or (iv) use of the Information in a manner that is not authorized by this Agreement.

14 Each of Moody's and the Client represents and warrants to the other party that it is not: (i) subject to asset freeze sanctions, such as by inclusion on the list of Specially Designated Nationals and Blocked Persons ("SDN List") maintained by the U.S. Office of Foreign Assets Control, or the consolidated lists of asset freeze targets published by the UN, EU, or UK, nor is it owned or controlled by any such person(s) whether individually or collectively; (ii) organized, headquartered or, if a natural person, ordinarily resident, in a country or territory subject to comprehensive geographic sanctions imposed by the U.S. Government (currently Crimea, Cuba, North Korea, Iran, and Syria) or owned or controlled by any such person; or (iii) subject to restrictions regarding the receipt of U.S.-origin items by virtue of being on the Denied Persons List or the Entity List maintained by the U.S. Commerce Department. Additionally, the Client warrants that (a) it will not supply Moody's products or services to any person who meets the criteria set forth in (i), (ii), or (iii), or use them for the benefit of, or for any transaction involving, any person who meets the criteria set forth in (i) or (ii) (hereinafter, collectively "Prohibited Entities"), and (b) it shall not supply to Moody's any data related to any Prohibited Entity. For the avoidance of doubt, the foregoing prohibitions apply notwithstanding any terms in any Order Form, Additional Terms, addendum or other writing, whether express or implied. Accordingly, even if the scope of a license granted in any Order Form, Additional Terms, addendum or any other writing would otherwise include Prohibited Entities, the prohibitions herein shall prevail. For the purposes of this provision, "person" means any natural or legal person; "owned" means an equity interest of 50 percent or greater, whether held directly or indirectly; and "controlled" means the right or ability to dictate the decisions, actions, and/or policies of an entity or its management. Each party agrees that it will notify the other party if it learns that any representation made herein is no longer accurate. If the Client is in breach of this provision, or if Moody's determines that it is prohibited under any applicable law or regulation from providing products or services under this Agreement, in addition to any other rights or remedies it may have, Moody's may immediately terminate or suspend performance under the Agreement and/or any affected Order Forms, Additional Terms, addenda and related documentation.

15 This Agreement and any Order Form, or any duty, obligation, interest or right hereunder or thereunder, may not be assigned by Client without the prior written consent of Moody's except: (i) in the event of Client's reorganization or the sale or transfer of all or substantially all of Client's business to a third party, whether by merger, asset or stock sale, operation of law or otherwise; or (ii) to an Affiliate of Client, provided in the case of either (i) or (ii) that such assignment is not made to an entity that is a competitor of Moody's or its Affiliates or to an entity that will not, after such assignment, have sufficient assets to meet its obligations under this Agreement or the relevant Order Form(s). If any such permitted assignment by Client would cause Client to exceed a License Parameter, notwithstanding anything to the contrary in Section 6, such assignment shall require the purchase of additional license or usage rights by Client. Any permitted assignee of Client must agree in writing to be bound by the terms and conditions of this Agreement and any relevant Order Form(s). Any assignment in violation of this Section 14 shall be null and void. Moody's may delegate some or all of its responsibilities to third parties provided it remains primarily responsible for the completion of its obligations. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. The Moody's Parties shall be third party beneficiaries of the provisions of Sections 3, 4, 5 and 7. The provisions of this Agreement are severable. If any provision shall be determined to be void or unenforceable, this Agreement and the validity and enforceability of all remaining provisions of this Agreement shall not be affected. This Agreement may be signed in counterparts, and each party agrees that facsimile, digitally scanned or other electronic copies of signatures shall be valid and binding as originals. Each of Moody's and Client shall comply with all applicable laws and regulations in connection with the performance of its obligations under this Agreement, including but not limited to any applicable data protection and privacy laws and regulations. For information on how Moody's processes and protects personal data, please see the Privacy Policy available at www.moodys.com.

16 The receipt and use of the Information is subject to additional legal and regulatory requirements as set out below in this section ("Regulatory Terms"). The Regulatory Terms may be amended by Moody's upon thirty (30) days' notice to Client as a result of any new or amended legal, regulatory or other requirements which, in Moody's sole discretion, affect the receipt and use of the Information. If any such change has a material adverse effect on Client's use of the Information, Client may terminate the relevant Order Form(s) at any time during such thirty (30) day notice period by providing written notice to Moody's, in which case Client shall be entitled to a refund of any applicable fees under the Order Form prepaid to Moody's in respect of the period after termination.

Australia. To the extent the Information is received or used in Australia, the following Regulatory Terms shall apply:

Moody's Analytics Australia Pty Ltd [ABN 94 105 136 972] ("MA Australia"), having its registered office at Level 10, 1 O'Connell St., Sydney, NSW 2000 Australia, is the holder of Australian Financial Services License No. 383569 ("AFSL") issued pursuant to the Corporations Act of 2001 (Australia). The Information provided to Client under this Agreement that consists of financial product advice ("Advice Information") will be arranged by MA Australia under its AFSL and provided by Moody's to Client. Moody's and MA Australia have entered into an arrangement under which MA Australia has assumed responsibility for any acts or omissions by Moody's in relation to any Advice Information provided hereunder by Moody's. Client hereby represents and warrants that it is a "Wholesale Client" (as defined in Section 761G of the Corporations Act of 2001 (Australia)), and Moody's provision of the Advice Information to Client is expressly conditioned upon the continuing accuracy of such representation and warranty throughout the term of the Agreement. In addition, Client acknowledges that the Advice Information is not intended for use by and shall not be distributed to any person in Australia other than a Wholesale Client, and, without prejudice to any other restrictions on distribution set forth herein, Client covenants and agrees that it will not distribute any Advice Information, including but not limited to any MIS Ratings, Expected Default Frequency data and/or related financial product research to a person in Australia other than a Wholesale Client.

Japan. The following Regulatory Terms shall apply to the extent the Information includes data on credit ratings assigned by certain Japanese affiliates of MIS as set out below:

Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of Moody's Corporation. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively. MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any credit rating, agreed to pay to MJKK or MSFJ (as applicable) for ratings opinions and services rendered by it fees ranging from JPY100,000 to approximately JPY550,000,000. MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

Ratings Disclosures. The following Regulatory Terms shall apply to Information that includes MIS credit rating data or that include MIS rating scorecards or models:

MIS hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MIS have, prior to assignment of any credit rating, agreed to pay to MIS for the credit rating opinions and services rendered by it fees ranging from $1,000 to $5,000,000. Moody's Corporation (MCO) and its wholly-owned credit rating agency subsidiary MIS also maintain policies and procedures to address the independence of MIS's credit ratings and credit rating processes. MCO annually publishes on its website at www.moodys.com disclosures regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold credit ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than five (5) percent. Although certain of the products licensed hereunder are designed to predict what an MIS rating would be based on certain assumptions, financial and portfolio data and/or other variable inputs, the output from such products may or may not reflect a MIS

rating actually assigned to such security or issuer, whether or not any of the assumptions or other data are correct, or the ultimate events related thereto differ materially from the factors used as inputs to such products. Nothing in this Agreement will compel MIS to assign, as a result of any Information, a particular rating or any revision thereof to the Client or any securities, debt or other instruments. Client understands that MIS may at any time refuse to issue any rating, or, if already issued, revise or withdraw such rating. Client further agrees not to represent, imply or otherwise suggest that any output from such products constitutes or affects an MIS rating, rating action, or opinion.

EXHIBIT IV

BOARD APPROVAL LETTER

Board of Commissioners of Cook County

File Summary

118 North Clark Street
Chicago, IL

File Number	Title	Current Status
23-1697	Contract	Approved

PROPOSED CONTRACT

Department(s): Cook County Assessor's Office

Vendor: Moody's Analytics, Inc., New York, New York

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Commercial Real Estate Data

Contract Value: $182,014.45

Contract period: 7/1/2023 - 6/30/2026

Potential Fiscal Year Budget Impact: FY2023 $57,736.54; FY2024 $60,623.37; FY 2025 $63,654.54

Accounts: 11000.1040.10155.520830

Contract Number(s): 2245-05110

Concurrences:
The Contract Specific Goal set on this contract is zero.

The Chief Procurement Officer concurs.

Summary: The Cook County Assessor's Office requests authorization for the Chief Procurement Officer to enter into and execute a contract with Moody's Analytics, Inc., to satisfy the Assessor's Office need for real-time property and market level data on commercial real estate, including transactions, leasing and tenant information, and new construction. Moody's Analytics, Inc. is the sole source provider of this crucial data source used by our Commercial and Industrial Valuations team.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

Introduced: 2/28/2023 **Controlling Body:** Board of Commissioners

Meeting Date: 4/27/2023

Department: Assessor

Drafter: isalia.tull@cookcountyil.gov

EXHIBIT V

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

Moody's Analytics does not employ subcontractors in support of the performance of the Contract.

Contract #: 2245-05110

OCPO ONLY:
[ ] Disqualification
[X] Check Complete

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

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

Bid/RFP/RFQ No.: 2245-05110	Date: 7/1/2023
Total Bid or Proposal Amount: $182,014.45	Contract Title: Publication, Data and Software Services
Contractor: Moody's Analytics, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Kevin Crowley	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): kevin.crowley@mooys.com	Email Address (Subcontractor):
Company Address (Contractor): 7 World Trade Center 250 Greenwich Street	Company Address (Subcontractor):
City, State and Zip (Contractor): New York, NY 10007	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 2125530300	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): 07/1/2023 - 6/30/2026	Estimated Start and Completion Dates (Subcontractor):

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

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
n/a	

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

Moody's Analytics, Inc.
Contractor

Moody's Analytics, Inc.
Name

Director
Title

Prime Contractor Signature

2/16/2023
Date

Version 1.0

EXHIBIT VI

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY J. QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK J. AGUILAR
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE
Nicole Mandeville
DIRECTOR
69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 ● Chicago, Illinois 60602 ● (312) 603-5502

March 1, 2023

Mr. Raffi Sarrafian
Chief Procurement Officer
69 W. Washington Street,
George W. Dunne Cook County Building, Suite 3000
Chicago, IL 60602

Re: Contract No. 2245-05110
Publications, Data and Software Services
Cook County Assessor's Office

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE, and 0% WBE participation goal was recommended due to sole source and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jeanetta Cardine

Jeanetta Cardine
Contract Compliance Deputy Director

JC/ds

cc: Dan Gizzi OCPO
Isalia Tull, Cook County Assessor's Office

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

N/A Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

N/A Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

N/A Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: NOT APPLICABLE

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: N/A

Certifying Agency: _____

Contact Person: _____

Certification Expiration Date: _____

Address: _____

Ethnicity: _____

City/State: _____ Zip: _____

Bid/Proposal/Contract #: _____

Phone: _____ Fax: _____

FEIN #: _____

Email: _____

Participation: [ ] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm? NOT APPLICABLE

[ ] No [ ] Yes – Please attach explanation. Proposed Subcontractor(s): _____

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

_____

_____

_____

_____

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

_____

_____

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

Signature (*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

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

[X] **FULL MBE WAIVER** [X] **FULL WBE WAIVER**

[ ] **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

_____% of Reduction for MBE Participation
_____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

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

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

[X] (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)** Moody's Analytics is not a MBE or WBE company, and does not employ subcontractors in support of the performance of the Contract.

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

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

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

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

D. OTHER RELEVANT INFORMATION

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

EXHIBIT VII

EVIDENCE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/14/2023

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Endurance Assurance Corporation	11551
INSURER B:	Sompo America Insurance Company	11126
INSURER C:	Federal Insurance Company	20281
INSURER D:	AIG Specialty Insurance Company	26883
INSURER E:		
INSURER F:		

INSURED
Moody's Corporation
and all its Subsidiaries
7 World Trade Center
at 250 Greenwich Street
New York NY 10007 USA

COVERAGES **CERTIFICATE NUMBER:** 570098291129 **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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			GGF10013207104	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			GAR30021726000	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE X DED / RETENTION			93647781	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WDSS1001B0 AOS	06/30/2022	06/30/2023	X PER STATUTE / OTH-	
B				WCNS1320U0 WI	06/30/2022	06/30/2023	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	E&O - Miscellaneous Professional-Primary			015909953 Claims Made SIR applies per policy terms & conditions	09/30/2022	09/30/2023	Limit of Liability	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Moody's Corporation having its registered address at 7 World Trade Center at 250 Greenwich Street, New York, NY 10007 is included as a Named Insured as identified in the insurance policies referenced on this certificate. including all its operations within the US and Canada and all subsidiaries as named insureds listed within the addendum. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Cook County Government
118 N. Clark St.
Chicago IL 60602 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570098291129

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 10781841

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Moody's Corporation
POLICY NUMBER	
See Certificate Number: 570098291129	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570098291129	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Cyber Liability			017016464 SIR applies per policy terms & conditions	10/30/2022	10/30/2023	Limit of Liability	$10,000,000

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AGENCY CUSTOMER ID: 10781841

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Moody's Corporation
POLICY NUMBER	
See Certificate Number: 570098291129	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570098291129	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured

Moody's Corporation
MIS Quality Management Corp.
Moody's Assureco Inc.
Moody's Assurance Company Inc.
Moody's Overseas Holdings Inc.
DVBS, Inc. (formerly Moody's Risk Services Corp.)
Moody's Advisors Inc.
MIS Asset Holdings Inc.
Moody's Analytics Knowledge Services Solutions (US) Inc. (formerly Exevo Inc.)
Moody's International LLC
Moody's Holdings LLC
Moody's Analytics Solutions LLC
Lewtan Technologies Inc.
GGYAXIS INC
Moody's Risk Assessments Holdings LLC
Moody's Risk Assessments, Inc.
Moody's Group Holdings, Inc.
Omega Performance Corporation
Reis Services LLC
Moody's Investors Service Inc.
Moody's Capital Markets Research Inc.
Moody's Analytics Inc.
Moody's Shared Services Inc.
Bureau van Dijk Electronic Publishing Inc.
Risk First Inc.
Vigeo Eiris USA, LLC
Reis Inc.
Four Twenty Seven Inc.
Regulatory DataCorp, Inc
Acquire Media U.S., LLC
ZM Financial Systems, Inc.
Catylist, Inc.
Cortera Inc.
Risk Management Solutions Holdings, Inc [USA]
Risk Management Solutions Inc.
360Kompany USA, Inc.

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EXHIBIT VIII

ELECTRONIC PAYABLES PROGRAM (“E-PAYABLES”)

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION
To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement
For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement
For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT IX

ECONOMIC DISCLOSURE STATEMENT (“EDS”)

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State**,** of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

NOT APPLICABLE

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

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

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

Yes: ☐ No: ☑

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

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

Yes: ☐ No: ☑

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

Moody's agrees to comply with all applicable laws and regulations in the provision of our services. We do not get granular into the specific laws as they vary from jurisdiction to jurisdiction where we do business:
Drug-Free Act - There are certain provisions within 30 ILCS 580/3 that we do not do (i.e. (b)(3) - we don't have a drug free awareness program. We offer employee assistance program referral services for employees who have a drug problem).

Campaign Contributions - Moody's does not track political contributions and cannot certify to this. We can however confirm that the Moody's authorized signatory certifies that he/she has not made any political contributions to any candidate in the County office.

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name Moody's Analytics, Inc.

D/B/A: _____ FEIN # Only: 13-3851829

Street Address: 7 World Trade Center, 250 Greenwich Street

City: New York State: NY Zip Code: 10007

Phone No.: 2125530300 Fax Number: _____ Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✓] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture [ ] LLC

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder	Email Address
Moody's Corporation (MCO)	7 WTC, 250 Greenwich St, NY	100%	

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Steve Tulenko	7 WTC, 250 Greenwich St, NY, NY 10007	President	Expires on 12/31/2050
Isabel Gomez Vidal	7 WTC, 250 Greenwich St, NY, NY 10007	Chief Revenue Officer	Expires on 12/31/2050
Nick Reed	7 WTC, 250 Greenwich St, NY, NY 10007	Chief Product Officer	Expires on 12/31/2050

See Additional Page for additional Officers/Directors

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.

CONTRACT #: 2245-05110

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Director
Title

Signature

2/16/2023
Date

kevin.crowley@moodys.com
E-mail address

Phone Number

Subscribed to and sworn before me
this 16 day of Feb, 2023

My commission expires: 11/5/23

MICHAEL PUGLISI
Notary Public - State of New Yo
NO. 01PU6096262
Qualified in Nassau Coun
My Commission Expires 11/5/23

X
Notary Public Signature

Notary Seal

CONTRACT #: 2245-05110

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name: Moody's Corporation

D/B/A: _____ FEIN # Only: 13-3998945

Street Address: 7 World Trade Center at 250 Greenwich Street

City: New York State: NY Zip Code: 10007

Phone No.: 212-553-0300 Fax Number: _____ Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✓] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture [ ] LLC

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder	Email Address
Berkshire Hathaway, Inc.	3555 Farnam Street, Omaha	13.4%	N/A
Vanguard Group, Inc.	100 Vanguard Blvd, Malvern	7.57%	N/A
Blackrock, Inc.	50 Hudson Yards, New York	7.07%	N/A
TCI Fund Management, Ltd.	7 Clifford Street, London, UK	5.03%	N/A

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

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

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.

CONTRACT #: 2245-05110

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Elizabeth M^cCarroll
Name of Authorized Applicant/Holder Representative (please print or type)

Corporate Secy & Associate General Counsel
Title

E M^cCarroll
Signature

March 1, 2023
Date

elizabeth.mccarroll@moodys.com
E-mail address

212-553-3606 4
Phone Number

Subscribed to and sworn before me
this 1st day of March 2023.

My commission expires:

X
Notary Public Signature

Notary Seal

NELLIE TOM-WIGNARAJAH
Notary Public, State of New York
Lic. 01TO6004441
Qualified in Nassau Coun
Commission Expires

NELLIE TOM-WIGNARAJAH
Notary Public, State of New York
Lic. 01TO6004441
Qualified in Nassau County
Commission Expires March 23 2024

Name, Age, Position and Biographical Data



Caroline Sullivan, 54
Chief Accounting Officer and Corporate Controller

Ms. Sullivan has served as the Company's Chief Accounting Officer and Corporate Controller since December 2018. Prior to joining the Company, Ms. Sullivan served in several roles at Bank of America from 2011 to 2018, where her last position held was Managing Director and Global Banking Controller. Prior to that role, Ms. Sullivan supported the Global Wealth & Investment Management business from 2015 to 2017 in a variety of positions including Controller. Ms. Sullivan, a CPA, previously held various senior positions at several banks and a major accounting firm, and is a member of the Board of Directors of Financial Executives International.



Stephen Tulenko, 55
President, Moody's Analytics

Mr. Tulenko has served as President of Moody's Analytics since November 2019. Mr. Tulenko served as Executive Director of ERS from 2013 to October 2019 and as Executive Director of Global Sales, Customer Service and Marketing from 2008 to 2013. Prior to the formation of Moody's Analytics, he held various sales, product development and product strategy roles at Moody's Investors Service, Inc. Mr. Tulenko joined Moody's in 1990.



Michael West, 54
President, Moody's Investors Service

Mr. West has served as President of Moody's Investors Service, Inc. since November 2019. Mr. West served as Managing Director—Head of MIS Ratings and Research from June 2016 to October 2019. Previously, Mr. West served as Managing Director—Head of Global Structured Finance from February 2014 to May 2016 and Managing Director—Head of Global Corporate Finance from January 2010 to January 2014. Earlier in his career, he was also responsible for the research strategy for the ratings businesses and before that led Corporate Finance for the EMEA Region, European Corporates and the EMEA leveraged finance business. Prior to joining Moody's in 1998, Mr. West worked at Bank of America and HSBC in various credit roles.

CORPORATE OFFICERS, MEMBERS AND PARTNERS INFORMATION:

NAME	Isabel Gomez Vidal				
TITLE	Chief Revenue Officer				
ADDRESS 1	7 World Trade Center				
ADDRESS 2	250 Greenwich Street				
CITY	New York	**STATE**	NY	**ZIP**	10007

NAME	Keith Berry				
TITLE	GM – KYC/KYS				
ADDRESS 1	7 World Trade Center				
ADDRESS 2	250 Greenwich Street				
CITY	New York	**STATE**	NY	**ZIP**	10007

NAME	Ari Lehavi				
TITLE	GM-Predicative Analytics				
ADDRESS 1	7 World Trade Center				
ADDRESS 2	250 Greenwich Street				
CITY	New York	**STATE**	NY	**ZIP**	10007

NAME	Andy Frepp				
TITLE	GM-Risk Solutions				
ADDRESS 1	7 World Trade Center				
ADDRESS 2	250 Greenwich Street				
CITY	New York	**STATE**	NY	**ZIP**	10007

NAME	David Hogan				
TITLE	Chief Treasury Officer				
ADDRESS 1	7 World Trade Center				
ADDRESS 2	250 Greenwich Street				
CITY	New York	**STATE**	NY	**ZIP**	10007

NAME	Elizabeth McCarroll				
TITLE	Corporate Secretary and Associate General Counsel				
ADDRESS 1	7 World Trade Center				
ADDRESS 2	250 Greenwich Street				
CITY	New York	**STATE**	NY	**ZIP**	10007

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Person Doing Business with the County: Moody's Analytics, Inc.

Address of Person Doing Business with the County: 7 World Trade Center, 250 Greenwich St, NY, NY 10007

Phone number of Person Doing Business with the County: (212) 553-0300

Email address of Person Doing Business with the County: john.newman@moodys.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
John Newman, Sales Director, john.newman@moodys.com (212) 553-7623

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2245-05110

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 182,014.45

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Daniel Gizzi, Senior Contract Negotiaotr, Procurement

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Isalia Tull, Manager of Purchasing & Operations, Assessor's Office

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

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

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

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

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

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

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

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

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N A			

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

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

Signature of Recipient

2/16/2023
Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2245-05110

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Moody's Analytics, Inc.

Substantial Owner Complete Name: Moody's Corporation

FEIN# 13-3851829

Date of Birth: _____ E-mail address: _____

Street Address: 7 World Trade Center, 250 Greenwich Street

City: New York State: NY Zip: 10007

Home Phone: [redacted]

III. Compliance with Wage Laws:

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

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

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: Kevin Crowley Date: 2/16/2023

Name of Person signing (Print): Kevin Crowley Title: Director

Subscribed and sworn to before me this 16 day of February 2023

MICHAEL PUGLISI
Notary Public - State of New York
NO. 01PU6096262
Qualified in Nassau County
My Commission Expires 11/5/23

X _____
Notary Public Signature

_____
Notary Seal

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

I. Contract Information:

Contract Number: 2245-05110

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Moody's Corporation

Substantial Owner Complete Name: _____

FEIN# 13-3998945

Date of Birth: _____ E-mail address: _____

Street Address: 7 World Trade Center at 250 Greenwich Street

City: New York State: NY Zip: 10007

Home Phone: ( ) _____ - _____

III. Compliance with Wage Laws:

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

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***

No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***

No *Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: E M Carroll Date: March 1, 2023

Name of Person signing (Print): Elizabeth McCarroll Title: Asst Secretary & Assoc. General Counsel

Subscribed and sworn to before me this 1st day of March 2023

X _____
Notary Public Signature

NELLIE TOM-WIGNARAJAH
Notary Public, State of New York
Lic. 01TO6004441
Qualified in Nassau County
Commission Expires March 23, 2026

Notary Seal

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

CONTRACT #:

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

Moody's Corporation
Corporation's Name

President's Printed Name and Signature

2125530300
Telephone

Elizabeth.McCarroll@moodys.com
Email

X E McCarroll
Secretary Signature

May 18, 2023
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

My commission expires: March 23, 2026

Subscribed and sworn to before me this
18th day of May, 2023.

NELLIE TOM-WIGNARAJAH
Notary Public, State of New York
Lic. 01TO6004441
Qualified in Nassau County
Commission Expires March 23, 2026

Notary Public Signature

Notary Seal

CONTRACT #: 2245-05110

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

Moody's Analytics, Inc.
Corporation's Name

Kevin Crowley
~~President's~~ Printed Name and Signature

Telephone

kevin.crowley@moodys.com
Email

Secretary Signature

2/16/2023
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

My commission expires: 11/5/2023

Subscribed and sworn to before me this
16 day of Feb, 2023

MICHAEL PUGLISI
Notary Public - State of New York
NO. 01PU6096262
Qualified in Nassau County
My Commission Expires 11/5/23

Notary Public Signature

Notary Seal

SECTION 6
COOK COUNTY SIGNATURE PAGE

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

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2023.05.23 16:00:20 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Assistant State's Attorney
(Required on contracts over $1,000,000

Date

CONTRACT TERM & AMOUNT

2245-05110
Contract #

July 1, 2023 through June 30, 2026
Original Contract Term

None
Renewal Options (If Applicable)

$182,014.45
Contract Amount

April 27,2023
Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
APR 27 2023
COM _____

CERTIFICATE OF ASSISTANT SECRETARY
OF
MOODY'S ANALYTICS, INC.

March 15, 2023

The undersigned, Evelyn Kim, hereby certifies as follows:

1. She is a duly elected and acting Assistant Secretary of Moody's Analytics, Inc. (the "Company");

2. By written resolution of the Board of Directors of the Company dated June 24, 2022, Kevin Crowley, Director, was appointed authorized signatory of the Company and authorized to enter into sales contracts, binding proposals and related documentation in the ordinary course of business on behalf of the Company with the Company's customers, and such individual continues to hold such authority as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written.

Moody's Analytics, Inc.

By: Evelyn Kim
Name: Evelyn Kim
Title: Assistant Secretary

MAI - Secretary's Certificate (Evelyn Kim) for Kevin Crowley

Final Audit Report 2023-03-15

Created:	2023-03-15
By:	Nellie Tom-Wignarajah (nellie.tom@moodys.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcAXvVxVjh9WgNh_fJwom1zpcLf08smbv

"MAI - Secretary's Certificate (Evelyn Kim) for Kevin Crowley" History

Document created by Nellie Tom-Wignarajah (nellie.tom@moodys.com)
2023-03-15 - 4:28:38 PM GMT- IP address: 130.41.48.100

Document emailed to Evelyn Kim (evelyn.kim@moodys.com) for signature
2023-03-15 - 4:29:14 PM GMT

Email viewed by Evelyn Kim (evelyn.kim@moodys.com)
2023-03-15 - 4:30:04 PM GMT- IP address: 172.117.189.103

Document e-signed by Evelyn Kim (evelyn.kim@moodys.com)
Signature Date: 2023-03-15 - 4:42:21 PM GMT - Time Source: server- IP address: 130.41.50.0

Agreement completed.
2023-03-15 - 4:42:21 PM GMT

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

State of New York)

) SS.

County of New York)

On 15th of March, 2023 before me, Nellie Tom-Wignarajah, personally appeared Evelyn Kim, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the annexed instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the annexed instrument the person, or the entity upon behalf of which the person acted, executed the annexed instrument.

I certify under penalty of perjury under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

NELLIE TOM-WIGNARAJAH
Notary Public, State of New York
Lic. 01TO6004441
Qualified in Nassau County
Commission Expires March 23, 2026