

PROFESSIONAL SERVICES AGREEMENT

IT CONSULTING AND ADVISORY SERVICES

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY BUREAU OF TECHNOLOGY
COOK COUNTY ASSESSOR'S OFFICE
COOK COUNTY OFFICE OF THE CHIEF FINANCIAL OFFICER

AND

GARTNER, INC.

CONTRACT NO. 2327-09191
(PURCHASE ORDER NO. 70000290024)

STATE OF MICHIGAN CONTRACT NO. 230000000093

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Attachment 1 State of Michigan Contract No. 230000000093

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Gartner, Inc., doing business as a(an) Corporation of the State of Delaware hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on November 16, 2023, as evidenced by Board Authorization letter attached hereto as EXHIBIT “7”.

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the “Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

Whereas, the State of Michigan (“State”) solicited a formal Request for Proposal process for IT Research and Advisory Services, and the Consultant was identified as the qualified and best value provider for the services; and

Whereas, the State entered into a contract on November 16, 2022 for the provision of services by the Consultant for the State relative to IT Research and Advisory Services, a copy of the contract is attached hereto as Attachment 1 for reference purposes only, but the terms of the State contract are not made a part of or incorporated into this Agreement; and

Whereas, the County wishes to leverage the procurement efforts of the State; and

Whereas, the County, through the Bureau of Technology, Assessor, and CFO desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this Agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide IT Consulting and Advisory Services, incorporated as Exhibit 1, Statement of Work and Schedule of Compensation; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Statement of Work and Schedule of Compensation, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the State Contract No. 230000000093.

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

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

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless

otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 2	Minority and Women Owned Business Enterprise Commitment
Exhibit 3	Evidence of Insurance
Exhibit 4	Certification for Consulting or Auditing Services
Exhibit 5	Cook County Travel and Business Expenses Policy and Procedures
Exhibit 6	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 7	Board Authorization
Exhibit 8	Electronic Payables Program ("E-Payables")
Exhibit 9	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Agreement 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 1	Statement of Work and Schedule of Compensation
Exhibit 2	Minority and Women Owned Business Enterprise Commitment
Exhibit 3	Evidence of Insurance
Exhibit 4	Certification for Consulting or Auditing Services
Exhibit 5	Cook County Travel and Business Expenses Policy and Procedures
Exhibit 6	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 7	Board Authorization
Exhibit 8	Electronic Payables Program ("E-Payables")

Exhibit 9 Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

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

d) Personnel

i) Adequate Staffing

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

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

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

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 2. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Insurance Requirements

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 responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide the 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: \$5,000,000

(e) Technology Professional Liability (Errors & Omissions)

The Consultant shall secure insurance appropriate to the Consultant's profession covering all 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 \$2,000,000 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 \$2,000,000 per occurrence or claim, \$2,000,000 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 required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed 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. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than

(A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. 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 shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and 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, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims caused by the Consultant's material breach of this agreement or caused by the negligence or willful misconduct of the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as

required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

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

For research and advisory services, Consultant owns and retains all rights to the Services not expressly granted to County. Only the individuals named in the Service Agreement (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. The County agrees to review and comply with the Consultant Usage Policy (attached as Attachment 1 to Exhibit 1). Among other things, the Gartner Usage Policy describes how County may substitute Licensed Users, excerpt from and/or share Consultant research documents within the County organization, and quote or excerpt from the Services externally.

i) Patents, Copyrights and Licenses

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

Consultant agrees to hold harmless and indemnify the County, its officers, 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 ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

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

j) Examination of Records and Audits

The Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly

authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the

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

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 1, 2023 ("**Effective Date**") and continue until November 30, 2026 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE

ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

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

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and 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 Consultant 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. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

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 Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant 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 Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors 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 Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include

any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE
WITH ALL LAWS**

The Consultant, Subcontractor, 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.

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) For Research and Advisory services, except as otherwise set forth herein, the Parties understand and agree that the CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO

ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. COUNTY RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. CONSULTANT SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT COUNTY MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES. Consultant represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement in all material respects;

- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

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

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

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

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

County may terminate any or all services, or reduce the quantity of services, for convenience at any time, with no further payment obligations for the terminated service. However, if County terminates a service subscription for convenience during the service subscription's term, County will not be entitled to a refund of prepaid fees to the limited extent that the fees were pre-paid for the terminated service's then current one (1) year subscription term.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County

resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

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

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d) Suspension

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

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

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **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 this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

d) Governing Law and Jurisdiction

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

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

j) Governmental Joint Purchasing Agreement

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

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.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions 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 Consultant. 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 supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/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.

l) Force Majeure

Neither Consultant 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.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

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

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

2. False or Fraudulent Statements and Claims

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

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance

authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

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

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the

amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

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

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

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. 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.

9. 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.

10. 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.

11. 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.

12. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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).

19. 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.

20. 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.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 11) NOTICES

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

If to the County: Cook County Chief Information Officer
161 N. Clark, Room 500
Chicago, Illinois 60601-3240
Attention: Department Director

and

Cook County Chief Procurement Officer
161 N. Clark, Room 2300
Chicago, IL 60601-3240
(Include County Contract No. 2327-09191 on all notices)

If to Consultant: Gartner
1201 Wilson Blvd., 17th Floor
Arlington, VA 22209
Attention: Scott Lyon

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Statement of Work and Schedule of Compensation

Service Agreements set forth the Service(s) to be provided by Consultant (as more fully described in one or more “Service Descriptions”), the term of County’s license for such Services, and the fees payable by County.

Notwithstanding anything to the contrary in Consultant’s Usage Policy (Attachment 1 to Exhibit 1) or Content Compliance Policy (Attachment 2 to Exhibit 1), any changes to the aforementioned policies only apply to the County to the extent that (1) the County received at least thirty (30) days prior written notice of the changes (2) the changes are applicable to all of Consultant’s customers, (3) the changes do not materially alter this Agreement, and (4) the changes do not materially alter the rights or obligations of the parties. Any such changes are only applicable to the County at the start of a subsequent renewal term.

Gartner, Inc. Service Agreement for COUNTY OF COOK (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“**Gartner**”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 118 N Clark St Ste 537 Chicago IL 60602-1391 (“**Client**”).

1. DEFINITIONS AND ORDER SCHEDULE:

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

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

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Gartner for Legal, Risk and Compliance Leaders	Individual Access Advisor	1	Matthew Hiltibran	01-DEC-2023	30-NOV-2024	\$41,051.00	\$41,051.00
				Term Total	(Excluding applicable taxes)		\$41,051.00
Gartner for Legal, Risk and Compliance Leaders	Individual Access Advisor	1	Matthew Hiltibran	01-DEC-2024	30-NOV-2025	\$43,515.00	\$43,515.00
				Term Total	(Excluding applicable taxes)		\$43,515.00
Gartner for Legal, Risk and Compliance Leaders	Individual Access Advisor	1	Matthew Hiltibran	01-DEC-2025	30-NOV-2026	\$46,126.00	\$46,126.00
				Term Total	(Excluding applicable taxes)		\$46,126.00
				Total Services:	(Excluding applicable taxes)		\$130,692.00

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The pricing for optional years beyond the base period (01-DEC-2023- 30-NOV-2024) is provided for evaluation/budgetary purposes only. The actual price paid by Client for each additional year (Year 2, etc.) will be the then current contract fees for the service or services at the time of purchase.

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for Legal, Risk and Compliance Leaders Individual Access Advisor	http://sd.gartner.com/sd_lrc_indiv_access_advisor.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 45 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

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

4. CLIENT BILLING INFORMATION

<div>Purchase Order Number</div>	<div>Billing Address</div>
<div>Invoice Recipient Tel. No.</div>	<div>Invoice Recipient Name</div>
	<div>Invoice Recipient Email</div>

5. AUTHORIZATION

<div>Client:</div> <div>COUNTY OF COOK</div>	<div>Gartner, Inc.</div>
<div>Signature</div>	<div>Signature</div>
<div>Date</div>	<div>Date</div>
<div>Print Name</div>	<div>Print Name</div>
<div>Title</div>	<div>Title</div>

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR LEGAL, RISK AND COMPLIANCE LEADERS:
INDIVIDUAL ACCESS ADVISOR

Gartner for Legal, Risk and Compliance Leaders: Individual Access Advisor (the “Service”) is designed for senior legal, risk, compliance, and audit leaders. The Service provides client (“Client”) with (i) an ongoing advisory relationship with Gartner, and (ii) access to research covering the legal, risk, compliance and audit sectors and specific roles in a team environment.

DELIVERABLES

1. Each user designated by Client (“Licensed User”) is entitled to the following Gartner Deliverables:

- | | |
|--|--------------------------------|
| • Gartner Research for Legal, Risk, Compliance and Audit Roles | • Peer Experiences |
| • Tools and Templates | • Peer & Practitioner Research |
| • Functional Diagnostics | • Webinars |
| | • Individual Inquiry |

2. Additional information on the Deliverables listed above include the following:

Licensed Users may deploy Functional Diagnostics to both Licensed and non-Licensed Users within the client company.

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to the Licensed User(s) and a Gartner research expert only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on an inquiry call).

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).

Gartner, Inc. Service Agreement for COOK COUNTY GOVERNMENT (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 69 W Washington St Chicago IL 60602-3134 (“Client”).

1. DEFINITIONS AND ORDER SCHEDULE:

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

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

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Gartner for Technical Professionals	Advisor Team	2	Arpita Ray, Clarence Rogers, David Pershey, Jeff Broderick, Serafin Chavez, Kobfa Seniwongse, Jimmie Murray, Rosaella Branson, Mahalakshmi Khallapiraan, Joanne Kinner	01-DEC-2023	30-NOV-2024	\$124,446.00	\$124,446.00
Gartner for Enterprise IT Leadership Team	Advisor Member - Enterprise Applications	3	Jill Ruzevick, Jimmie Murray, Jerrin Dancer	01-DEC-2023	30-NOV-2024	\$102,426.00	\$102,426.00
Gartner for Enterprise IT Leadership Team	Leader - Enterprise Applications	1	Derrick Thomas	01-DEC-2023	30-NOV-2024	\$73,233.00	\$73,233.00
Gartner for CIOs	Individual Access	2	Tom Lynch, Hema Sundaram	01-DEC-2023	30-NOV-2024	\$126,466.00	\$126,466.00
Gartner for IT Leaders	Individual Access Advisor	3	TBD, TBD, Ramesh Damisetty	01-DEC-2023	30-NOV-2024	\$102,426.00	\$102,426.00
Gartner for CDAOs	Individual Access	1	Rosaella Branson	01-DEC-2023	30-NOV-2024	\$63,233.00	\$63,233.00
				Term Total	(Excluding applicable taxes)		\$592,230.00
Gartner for Technical Professionals	Advisor Team	2	Arpita Ray, Clarence Rogers, David Pershey, Jeff Broderick, Serafin Chavez, Kobfa Seniwongse, Jimmie Murray, Rosaella Branson, Mahalakshmi Khallapiraan, Joanne Kinner	01-DEC-2024	30-NOV-2025	\$133,158.00	\$133,158.00

Offer valid until 30-NOV-2023

Gartner for Enterprise IT Leadership Team	Advisor Member - Enterprise Applications	3	Jill Ruzevick, Jimmie Murray, Jerrin Dancer	01-DEC-2024	30-NOV-2025	\$109,596.00	\$109,596.00
Gartner for Enterprise IT Leadership Team	Leader - Enterprise Applications	1	Derrick Thomas	01-DEC-2024	30-NOV-2025	\$78,360.00	\$78,360.00
Gartner for CIOs	Individual Access	2	Tom Lynch, Hema Sundaram	01-DEC-2024	30-NOV-2025	\$135,320.00	\$135,320.00
Gartner for IT Leaders	Individual Access Advisor	3	TBD, TBD, Ramesh Damisetty	01-DEC-2024	30-NOV-2025	\$109,596.00	\$109,596.00
Gartner for CDAOs	Individual Access	1	Rosaella Branson	01-DEC-2024	30-NOV-2025	\$67,660.00	\$67,660.00
				Term Total	(Excluding applicable taxes)		\$633,690.00
Gartner for Technical Professionals	Advisor Team	2	Arpita Ray, Clarence Rogers, David Pershey, Jeff Broderick, Serafin Chavez, Kobfa Seniwongse, Jimmie Murray, Rosaella Branson, Mahalakshmi Khallapiraan, Joanne Kinner	01-DEC-2025	30-NOV-2026	\$142,480.00	\$142,480.00
Gartner for Enterprise IT Leadership Team	Advisor Member - Enterprise Applications	3	Jill Ruzevick, Jimmie Murray, Jerrin Dancer	01-DEC-2025	30-NOV-2026	\$117,270.00	\$117,270.00
Gartner for Enterprise IT Leadership Team	Leader - Enterprise Applications	1	Derrick Thomas	01-DEC-2025	30-NOV-2026	\$83,846.00	\$83,846.00
Gartner for CIOs	Individual Access	2	Tom Lynch, Hema Sundaram	01-DEC-2025	30-NOV-2026	\$144,794.00	\$144,794.00
Gartner for IT Leaders	Individual Access Advisor	3	TBD, TBD, Ramesh Damisetty	01-DEC-2025	30-NOV-2026	\$117,270.00	\$117,270.00
Gartner for CDAOs	Individual Access	1	Rosaella Branson	01-DEC-2025	30-NOV-2026	\$72,397.00	\$72,397.00
				Term Total	(Excluding applicable taxes)		\$678,057.00
				Total Services:	(Excluding applicable taxes)		\$1,903,977.00

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The pricing for optional years beyond the base period (01-DEC-2023- 30-NOV-2024) is provided for evaluation/budgetary purposes only. The actual price paid by Client for each additional year (Year 2, Year 3, etc.) will be the then current contract fees for the service or services at the time of purchase.

CLIENT understands that the above non-standard pricing is solely applicable to this SA. Future services will be sold/renewed at the then prevailing Gartner rates

Offer valid until 30-NOV-2023

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for CDAOs Individual Access	http://sd.gartner.com/sd_cdao_indiv_access.pdf
Gartner for CIOs Individual Access	http://sd.gartner.com/sd_cio_individual_advisor.pdf
Gartner for Enterprise IT Leadership Team Leader	http://sd.gartner.com/sd_eitl_team_leader.pdf
Gartner for Enterprise IT Leadership Team Advisor Member	http://sd.gartner.com/sd_eitl_team_advisor_member.pdf
Gartner for IT Leaders Individual Access Advisor	http://sd.gartner.com/sd_itl_individual_advisor.pdf
Gartner for Technical Professionals Advisor Team	http://sd.gartner.com/sd_techpro_advisor_team.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 45 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

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

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Tel. No.

Invoice Recipient Name

Invoice Recipient Email

5. AUTHORIZATION

Client:
COOK COUNTY GOVERNMENT

Gartner, Inc.

Signature

Signature

Date

Date

Print Name

Print Name

Title

Title

Offer valid until 30-NOV-2023

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR CDAOS INDIVIDUAL ACCESS

Gartner for CDAOs Individual Access (the “Service”) is designed for the senior most data and analytics leaders in the client company (“Client”), typically the Chief Data & Analytics Officer (“CDAO”). The Service provides access to Gartner research and research experts.

DELIVERABLES

One (1) User designated by Client (“Licensed User”) is entitled to the following Gartner Deliverables:

- CDAO Role-based Content and Tools
- Executive Leadership Research and related content
- Gartner for IT Leaders Research
- Strategic Business Content
- Industry-specific IT Research
- IT Key Metrics Data, Diagnostic Tools, and Templates
- Peer Experiences
- Peer & Practitioner Research
- Selected Vendor Reports
- Webinars
- Individual Inquiry
- Gartner IT Summit with VIP Access

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to the Licensed User and the Gartner research expert only (i.e., non-Users, either inside or outside the client company, may not attend or otherwise participate on an inquiry call).

The invitation or “Ticket” is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any conference other than an IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).

SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR CIOs INDIVIDUAL ACCESS ADVISOR

Gartner for CIOs: Individual Access Advisor (the “Service”) is for the most senior technology executive in the client company (“Client”), typically the CIO. The Service provides access to Gartner research and research experts related to all IT roles as well as specific research for the CIO role.

DELIVERABLES

1. One user designated by Client (“Licensed User”) receives the following Deliverables:

- Access to Research Experts
- Peer Experiences
- Gartner IT Symposium/Xpo™ with Exclusive Member Experience
- CIO Events
- CIO Research and related content
- Gartner for IT Leaders Research (includes Core IT Research and Role-specific IT Research)
- Executive Leadership Research and related content
- Leadership Development Research and related content
- Strategic Business Content for IT Executives
- IT Key Metrics Data
- IT Podcast Series

2. Additional information on the Deliverables listed above include the following:

(a) **Access to Research Experts**

Inquiry: Provides access to Gartner research experts associated with this Service. Inquiry call participation is limited to the expert and the Licensed User. Inquiry topic may be any area of Gartner-covered Research so long as the purpose is to advance the Licensed User’s agenda.

Prioritized Scheduling: Leader is entitled to prioritized scheduling for inquiry sessions and 1-on-1 sessions at Gartner IT Symposium/Xpo.

(b) **Peer Experiences**

Gartner provides opportunities for peer engagement in a variety of ways. Licensed Users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.

Peer & Practitioner Research: Includes peer benchmarks, best practices, case studies, tools, and templates.

(c) **Conferences and Events**

Attendance at Gartner IT Symposium/Xpo™ with Exclusive Member Experience: One non-transferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements plus an exclusive member experience that may include priority booking for onsite One-on-One meetings with Gartner experts, access to an Exclusive Member Lounge and meeting rooms in the Exclusive Member Meeting Center, and networking opportunities with peers and Gartner Service Delivery associates.

Offline Meetups: Access to designated program lounges at Gartner IT Symposium/Xpo.

CIO Events: Complimentary, nontransferable invitation to attend virtual Gartner CIO Events, including regional CIO Leadership Forums. Leaders Forum invitation extended where available to Leaders meeting qualifying criteria.

(d) **Research Access**

CIO Research and related content

- **Research Reports:** Up to 12 (twelve) reports per year, covering Gartner-selected topics on areas where business and IT intersect (schedules are approximations and are dependent on the publication schedule of relevant research). Includes associated tools and teleconferences hosted by Executive Programs authors to discuss topics of their reports.
- **Business Research and related content:** Targeted to CIOs, CFOs, and other business executives.

Executive Leadership Research and related content: Access to content written on initiatives for Executive Leadership to address the specific and shared needs of leaders in their broader executive role regardless of domain, e.g., digital business transformation, talent, internal communications, and others.

Gartner for IT Leaders Research and related content: Includes Gartner Core IT and Role-specific research and IT Podcast Series.

Strategic Business Content for IT Executives: Access to content that aligns to the changing roles of IT executives and provides guidance around how IT executives can be better business partners to their peers.

Leadership Development Research and related content: Customized professional development content for technology leaders.

Note: For all Research Access (Letter (d), above): Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client's intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

- (e) **IT Key Metrics Data:** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
- (f) **IT Podcast Series:** A subscription-based podcast series featuring Gartner experts' perspectives on business priorities and challenges on topics in information technology.

ADDITIONAL USAGE INFORMATION

The invitation or "Ticket" is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are not transferable within the client company and may not be transferred to another company. A single Ticket may not be used by more than one (1) individual, and may not be used for admission to any conference other than Gartner IT Symposium/Xpo Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).

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

Gartner for Enterprise IT Leadership Team: Team Leader (the “Service”) is for senior IT leaders in large, complex enterprises (“Client”) who are managing IT functions for a business unit or the entire enterprise.

DELIVERABLES

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

1. The Deliverables for the Team Leader are set forth below:

- Assigned Service Delivery Team
- Member Value Plan
- Annual Virtual Strategy Meeting
- Peer Experiences
- Webinars
- Access to Research Experts
- Core IT Research
- Role-specific IT Research
- Key Insight Document Share
- Selected Vendor Reports
- Tools and Templates
- Weekly Picks and News Analysis
- IT Key Metrics Data
- IT Podcast Series
- IT Summit Conference Ticket

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Service Delivery Team**

An Executive Partner and client success manager will serve as the Team Leader’s primary points of contact for this Service. They will maintain the relationship through the delivery of the Service and implementation of a customized member value plan which is created in collaboration with the Team Leader at the beginning of the Service and reviewed periodically through the membership lifecycle. The service professional will facilitate inquiry and respond to specific requests for Gartner research and insight. Plan elements include setting Team Leader expectations, value criteria, up to three (3) key initiatives and action plan.

(b) **One (1) Annual Virtual Strategy Meeting:** Team Leader will meet with the Executive Partner for coaching and advice, strategic planning and execution of up to three (3) key initiatives. Guidance will be based on the collective expertise of Gartner research and the member peer community.

(c) **Peer Experiences**

Gartner provides opportunities for peer engagement in a variety of ways. Licensed Users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.

Peer & Practitioner Research: Includes peer benchmarks, best practices, case studies, tools and templates.

Facilitated Networking: Service Delivery Team will, upon request, arrangement meetings with peers around a specific topic or area of expertise.

(d) **Access to Research Experts**

Inquiry: Participation in inquiry calls is limited to the Licensed User(s) and the research expert only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on the call). Leader is entitled to two types of inquiry: (i) inquiry sessions with an expert (“Individual Inquiry”), which may be scheduled and attended independent of other team members; and (ii) inquiry sessions with an expert and the Leadership Team (“Team Inquiry”). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the expert on behalf of the team, provided all such questions and discussions advance the Team Leader’s agenda.

(e) **Key Insight Document Share:** Team Leader may, on an occasional and infrequent basis, use Key Insights Document Share on gartner.com to forward to others in the client company no more than 25 (twenty-five) individual Gartner research documents per contract year. This may not be done on a routine basis, or via posting on Client’s intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

(f) **IT Key Metrics Data:** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

(g) **IT Podcast Series:** A subscription-based podcast series featuring Gartner experts’ perspectives on business priorities and challenges on topics in information technology.

ADDITIONAL USAGE INFORMATION

The Ticket is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any conference other than an IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

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SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM:
ADVISOR TEAM MEMBER

Gartner for Enterprise IT Leadership Team: Advisor Team Member (the “Service”) enables client (“Client”) access to Gartner resources in a team environment. The Service provides access to Gartner research and research experts related to specific IT roles.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by a direct report or cross-functional team member (“Team Member”) of the leader (“Team Leader”), as set forth in the Service Agreement. Collectively, the Team Leader and Team Members are “Licensed Users”.

1. The Deliverables for the Advisor Team Member are set forth below.

- Peer Experiences
- Peer & Practitioner Research
- Facilitated Networking
- Access to Research Experts
- Core IT Research
- Role-specific IT Research
- Selected Vendor Reports
- Tools and Templates
- Weekly Picks & News Analysis
- Webinars
- IT Podcast Series
- IT Key Metrics Data
- IT Summit Conference Ticket

2. Additional information on the Deliverables listed above include the following:

Inquiry: Participation in inquiry calls is limited to the Licensed User(s) and the research expert only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on the call). Team Member is entitled to two types of inquiry: (i) inquiry sessions with an expert (“Individual Inquiry”), which may be scheduled and attended independent of other team members; and (ii) inquiry sessions with an expert and the Leadership Team (“Team Inquiry”). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the expert on behalf of the team, provided all such questions and discussions advance the Team Leader’s agenda.

ADDITIONAL USAGE INFORMATION

The Ticket is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any conference other than an IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise clients favorable coverage or leads from its research experts. Gartner does not provide access to

confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).

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

Gartner for IT Leaders Individual Access Advisor (the “Service”) provides client (“Client”) access to research and advice about information technology and the functional responsibilities of specific IT roles.

DELIVERABLES

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

- Core IT Research
- Role-Specific IT Research
- Peer & Practitioner Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Webinars
- Peer Experiences
- IT Podcast Series
- Individual Inquiry
- IT Summit Conference Ticket

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to the Licensed User(s) and the Gartner research expert only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on the call).

The Conference Ticket is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any conference other than an IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).

SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR TECHNICAL PROFESSIONALS ADVISOR TEAM

Gartner for Technical Professionals Advisor Team (the “Service”) provides clients (“Client”) who maintain a threshold minimum investment in select Gartner products with access to Gartner for Technical Professionals research and research experts related to the Service.

DELIVERABLES

1. Client may designate up to five (5) users (“Licensed Users”) to receive the following Deliverables:

- **Expert Interactions**
- **Expert Insights**
 - Technical Professionals Published Research
 - Enhanced Vendor Selection Research
- **Tools and Data**
- **Select Peer Experience Features**
- **Conferences and Events**
 - Gartner IT Summit
 - Webinars

In addition, the Service provides one (1) Gartner IT Summit Ticket.

2. Additional information on the Deliverables listed above include the following:

- (a) **Expert Interactions:** Access to Gartner research experts associated with this Service. Inquiry call participation is limited to the expert and the Licensed User only (i.e., non-Users, either inside or outside the Client company, may not attend or otherwise participate on an inquiry call).
- (b) **Expert Insights:** Exclusive Gartner for Technical Professional Research reports relevant to Licensed User. Includes select Magic Quadrants and Critical Capabilities Research aligned to Technical Professional vendor market coverage.
- (c) **Tools and Data:** Access tools and data relevant to Licensed User. These may include interactive assets that enable viewing of data-driven insights and benchmarks designed to enable Licensed User to make informed decisions and enhance workflows.
- (d) **Select Peer Experience Features:** Gartner provides opportunities for peer engagement in a variety of ways. Licensed User has access to Gartner assets that enable ratings and reviews, connecting with qualified peers, and access to select community features.
- (e) **Conferences and Events**
 - Attendance at Gartner IT Summit:** One (1) complimentary invitation to attend Gartner IT Summit, as further referenced below.
 - Webinars:** Periodic multi-client virtual events (live and/or replays) where Gartner expert(s) present research on a topic and clients participate through Q&A chats/polls. Clients have access to webinars through gartner.com.

ADDITIONAL USAGE INFORMATION

Licensed Users that access this Service must be IT staff members who are currently employed by Client.

Inquiry sessions may take up to 60 (sixty) minutes of a Gartner research expert’s time and may also be used to request basic reviews of technical-related documents of up to 20 (twenty) pages, including attachments, which take up to 60 minutes of a research expert’s time. Examples include technical architectural proposals and technical plans. Inquiries related to Magic Quadrant/Critical Capability may take up to 30 (thirty)

minutes of research expert's time. As inquiry sessions are an expanded version of the inquiry entitlement, additional guidance is available in the "Inquiry" section of the Gartner Usage Policy, as further referenced below.

The invitation or "Ticket" is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any conference other than an IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).

Gartner, Inc. Service Agreement for COUNTY OF COOK (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“**Gartner**”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 118 N Clark St Ste 537 Chicago IL 60602-1391 (“**Client**”).

1. DEFINITIONS AND ORDER SCHEDULE:

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

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

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Gartner for Chief Financial Officers Team	Leader	1	Tanya Anthony	01-DEC-2023	30-NOV-2024	\$107,071.00	\$107,071.00
Gartner for Chief Financial Officers Team	Advisor Member	1	Raffi Sarrafian	01-DEC-2023	30-NOV-2024	\$36,191.00	\$36,191.00
Gartner for Chief Financial Officers Team	Advisor Member	1	Anthony Almaraz	01-DEC-2023	30-NOV-2024	\$36,191.00	\$36,191.00
				Term Total	(Excluding applicable taxes)		\$179,453.00
Gartner for Chief Financial Officers Team	Leader	1	Tanya Anthony	01-DEC-2024	30-NOV-2025	\$113,496.00	\$113,496.00
Gartner for Chief Financial Officers Team	Advisor Member	1	Raffi Sarrafian	01-DEC-2024	30-NOV-2025	\$38,363.00	\$38,363.00
Gartner for Chief Financial Officers Team	Advisor Member	1	Anthony Almaraz	01-DEC-2024	30-NOV-2025	\$38,363.00	\$38,363.00
				Term Total	(Excluding applicable taxes)		\$190,222.00
Gartner for Chief Financial Officers Team	Leader	1	Tanya Anthony	01-DEC-2025	30-NOV-2026	\$120,306.00	\$120,306.00
Gartner for Chief Financial Officers Team	Advisor Member	1	Raffi Sarrafian	01-DEC-2025	30-NOV-2026	\$40,665.00	\$40,665.00
Gartner for Chief Financial Officers Team	Advisor Member	1	Anthony Almaraz	01-DEC-2025	30-NOV-2026	\$40,665.00	\$40,665.00
				Term Total	(Excluding applicable taxes)		\$201,636.00
				Total Services:	(Excluding applicable taxes)		\$571,311.00

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The pricing for optional years beyond the multi-year term (01-DEC-2023- 30-NOV-2024) is provided for evaluation/budgetary purposes only. The actual price paid by Client for each additional year (Year 2, Year 3, etc.) will be the then current contract fees for the service or services at the time of purchase.

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for Chief Financial Officers Team Leader	http://sd.gartner.com/sd_cfo_team_leader.pdf
Gartner for Chief Financial Officers Team Advisor Member	http://sd.gartner.com/sd_cfo_team_advisor_member.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 45 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

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

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Tel. No.

Invoice Recipient Name

Invoice Recipient Email

5. AUTHORIZATION

Client:
COUNTY OF COOK

Gartner, Inc.

Signature

Signature

Date

Date

Print Name

Print Name

Title

Title

SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR CHIEF FINANCIAL OFFICERS TEAM

TEAM LEADER

Gartner for Chief Financial Officers Team: Team Leader (the “Service”) is for CFOs/heads of finance and their leadership teams at the client company (“Client”). The Service provides Client with (i) an ongoing advisory relationship with Gartner, and (ii) access to Gartner Research covering the finance sector and specific finance roles in a team environment. The Service requires the separate purchase of Gartner for Chief Financial Officers Team Member Services.

DELIVERABLES

The Gartner for Chief Financial Officers Team is comprised of two sets of users: (i) the “Team Leader”, and (ii) “Team Members” designated by Client and listed in the Service Agreement. Collectively, the Team Leader and Team Members are “Licensed Users”.

1. The Team Leader is entitled to the following Gartner Deliverables:

- Assigned Service Delivery Team
- Virtual Strategy Meetings
- Peer Engagement and Insights
- Facilitated Networking
- Gartner Research for Finance Roles
- Peer & Practitioner Research
- Tools and Templates
- Functional Diagnostics
- Webinars
- Individual Inquiry
- Team Inquiry
- CFO & Finance Executive Conference Ticket
- Virtual Strategy Meetings

2. Additional information on the Deliverables listed above include the following:

- (a) **Assigned Service Delivery Team:** A Service Partner, who is a member of the Assigned Service Delivery Team (“Delivery Team”), will serve as Licensed User’s primary point of contact for this Service. The Service Partner will work with Licensed User to develop and continuously evolve an advisory plan to: (i) highlight value sought, (ii) identify key issues on which service delivery will focus, and (iii) define how the Service will deliver that value. The Service Partner will, as necessary, select and synthesize research in accordance with the plan. Client interactions with the Service Partner may include Strategy Meetings, research expert dialogues, CFO & Finance Executive Conference attendance, Facilitated Networking interactions or Service Partner teleconferences or meetings. A client success manager, also a member of the Delivery Team, will work in partnership with the Service Partner to facilitate a coordinated service approach.
- (b) **Virtual Strategy Meetings:** Service Partner will meet with Team Leader for coaching and advice on strategic planning and execution of (i) review and apply relevant finance research content, (ii) recommend appropriate experts on issues of relevance to Client, and/or (iii) develop, discuss progress of and, where necessary, modify the advisory plan.
- (c) **Peer Engagement and Insights:** Gartner provides opportunities for peer engagement in a variety of ways. Peer Insights platform and other Gartner assets enables Licensed Users to make new connections with qualified peers, digitally engage, access community features and exclusive features specific to client role.

Facilitated Networking: Service Delivery Team will, upon request, arrange meetings with peers around a specific topic to discuss best practices or areas of expertise.

ADDITIONAL USAGE INFORMATION

The Team Leader may forward to others in the client company up to 25 (twenty-five) Gartner Research documents per contract year. This forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

Participation in inquiry calls is limited to the Licensed User(s) and Gartner experts only (i.e., non-Users, either inside or outside the client company, may not attend or otherwise participate on an inquiry call). The Team Leader is entitled to two types of inquiry: (i) inquiry sessions with an expert (“Individual Inquiry”) which may be scheduled independent of other Team Members; and (ii) inquiry sessions with an expert and other members of the team (“Team Inquiry”). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions; and (ii) Team Members may lead the discussion or pose questions to the expert on behalf of the team, provided all such questions and discussions advance the Team Leader’s agenda.

The Conference Ticket is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research offering are valid only for Gartner conferences during the contract term of that service. One (1) Ticket is issued per contract term of 12 (twelve) months – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any Gartner conference other than a CFO & Finance Executive Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR CHIEF FINANCIAL OFFICERS TEAM:
ADVISOR TEAM MEMBER

Gartner for Chief Financial Officers Team: Advisor Team Member (the “Service”) is for senior finance leaders and their leadership teams at the client company (“Client”). The Service provides Client with (i) an ongoing advisory relationship with Gartner, and (ii) access to Gartner Research covering the finance sector and specific finance roles in a team environment. This Service requires the separate purchase of a Chief Financial Officers Team Leader Service.

DELIVERABLES

Gartner for Chief Financial Officers is comprised of two sets of users: (i) the “Team Leader”, and (ii) “Team Members” designated by Client and listed in the Service Agreement. Collectively, the Team Leader and Team Members are “Licensed Users”.

1. The Advisor Team Member is entitled to the following Gartner Deliverables:

- | | |
|--------------------------------------|---|
| • Gartner Research for Finance Roles | • Webinars |
| • Peer & Practitioner Research | • Individual Inquiry |
| • Tools and Templates | • Team Inquiry |
| • Functional Diagnostics | • CFO & Finance Executive Conference Ticket |
| • Peer Engagement and Insights | |
| • Facilitated Networking | |

2. Additional information on the Deliverables listed above include the following:

Licensed Users may deploy Functional Diagnostics to both Licensed and Non-licensed Users in the client company.

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to Licensed User(s) and Gartner research expert only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on an inquiry call). Team Members are entitled to two types of inquiry: (i) inquiry sessions with an expert (“Individual Inquiry”) which may be scheduled independent of other Team Members; and (ii) inquiry sessions with an expert and the team (“Team Inquiry”). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions; and (ii) Team Members may lead the discussion or pose questions to the expert on behalf of the team, provided all such questions and discussions advance the Team Leader’s agenda.

The Conference Ticket is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research offering are valid only for Gartner conferences during the contract term of that service. One (1) Ticket is issued per contract term of 12 (twelve) months – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any Gartner conference other than a CFO & Finance Executive Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not

promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).

Gartner, Inc. Service Agreement for COUNTY OF COOK (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“**Gartner**”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 118 N Clark St Chicago IL 60602-1304 (“**Client**”).

1. DEFINITIONS AND ORDER SCHEDULE:

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

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

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Executive Programs Leadership Team	Advisor Member	1	Nicole Jardine	01-DEC-2023	30-NOV-2024	\$38,819.00	\$38,819.00
Executive Programs Leadership Team	Leader	1	Nate Bernacchi	01-DEC-2023	30-NOV-2024	\$99,273.00	\$99,273.00
Executive Programs Leadership Team	Cross Function Member	1	Derrick Smith	01-DEC-2023	30-NOV-2024	\$28,213.00	\$28,213.00
				Term Total	(Excluding applicable taxes)		\$166,305.00
Executive Programs Leadership Team	Advisor Member	1	Nicole Jardine	01-DEC-2024	30-NOV-2025	\$41,149.00	\$41,149.00
Executive Programs Leadership Team	Leader	1	Nate Bernacchi	01-DEC-2024	30-NOV-2025	\$105,230.00	\$105,230.00
Executive Programs Leadership Team	Cross Function Member	1	Derrick Smith	01-DEC-2024	30-NOV-2025	\$29,906.00	\$29,906.00
				Term Total	(Excluding applicable taxes)		\$176,285.00
Executive Programs Leadership Team	Advisor Member	1	Nicole Jardine	01-DEC-2025	30-NOV-2026	\$43,618.00	\$43,618.00
Executive Programs Leadership Team	Leader	1	Nate Bernacchi	01-DEC-2025	30-NOV-2026	\$111,544.00	\$111,544.00
Executive Programs Leadership Team	Cross Function Member	1	Derrick Smith	01-DEC-2025	30-NOV-2026	\$31,701.00	\$31,701.00
				Term Total	(Excluding applicable taxes)		\$186,863.00
				Total Services:	(Excluding applicable taxes)		\$529,453.00

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The pricing for optional years beyond the base period (01-DEC-2023 to 30-NOV-2024) is provided for evaluation/budgetary purposes only. The actual price paid by Client for each additional year (Year 2, Year 3, etc.) will be the then current contract fees for the service or services at the time of purchase.

Minimum Executive Programs Leadership Team includes three (3) Team Members in addition to the Team Leader. The above non-standard configuration is limited to the terms of this agreement only.

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs Leadership Team Leader	http://sd.gartner.com/sd_ep_team_leader.pdf
Executive Programs Leadership Team Advisor Member	http://sd.gartner.com/sd_ep_team_advisor.pdf
Executive Programs Leadership Team Cross Function Member	http://sd.gartner.com/sd_ep_team_cf.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 45 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

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

4. CLIENT BILLING INFORMATION

<hr/> <i>Purchase Order Number</i>	<hr/> <i>Billing Address</i>
<hr/> <i>Invoice Recipient Tel. No.</i>	<hr/> <i>Invoice Recipient Name</i>
	<hr/> <i>Invoice Recipient Email</i>

5. AUTHORIZATION

Client: COUNTY OF COOK	Gartner, Inc.
<hr/> <i>Signature</i>	<hr/> <i>Signature</i>
<hr/> <i>Date</i>	<hr/> <i>Date</i>
<hr/> <i>Print Name</i>	<hr/> <i>Print Name</i>
<hr/> <i>Title</i>	<hr/> <i>Title</i>

SERVICE DESCRIPTION

Attachment to the Service Agreement

EXECUTIVE PROGRAMS LEADERSHIP TEAM: LEADER

Executive Programs Leadership Team: Leader (the “Service”) is for the most senior technology executive in the client company (“Client”), typically the CIO, and their leadership team. The Service provides Client with (i) an ongoing advisory relationship with Gartner, and (ii) a thinking partner to contextualize Gartner insights. This Service requires the separate purchase of an Executive Programs Leadership Team Member Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the Team Leader “Leader,” and (ii) “Team Members,” as set forth in the Service Agreement. Collectively, the Leader and Team Members are “Licensed Users.”

1. The Deliverables for the Leader are set forth below.

- Assigned Service Delivery Team
- Value Reviews
- Virtual Team Workshop
- Access to Research Experts
- Research Briefing
- Peer Experiences
- Gartner IT Symposium/Xpo™ with Exclusive Member Experience
- IT Podcast Series
- Executive Programs Events
- Executive Programs Research and related content
- Gartner for IT Leaders Research and related content
- Leadership Development Research and related content
- IT Key Metrics Data

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Service Delivery Team**

Executive Partner: An Executive Partner with experience in senior technology executive roles and a client success manager will serve as the Leader’s primary points of contact for this Service. They will help define and develop individualized strategies based on their priorities and initiatives (“leader agenda”). The Leader may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: virtual strategy meetings, research expert interactions, virtual events, IT Symposium/Xpo attendance, peer engagement or Executive Partner teleconferences or meetings.

Virtual strategy meetings between the Leader and by invitation of the Leader, one or more of the Leader’s peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Leader, and/or to drive the leader agenda.

The client success manager is an experienced service professional who understands the Client’s context and priorities and helps the Client understand the entitlements of their Service. They provide personalized, proactive, concierge-level service as the single point of contact from Gartner and help the team leverage the most relevant Gartner resources. The service professional facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

(b) **Value Reviews:** The Executive Partner will periodically conduct Value Reviews with the Leader against the leader agenda.

- (c) **Virtual Team Workshop:** An up to half-day annual strategy session (jointly determined by the Executive Partner and Leader), facilitated by the Executive Partner, focused on application of Executive Programs research and action planning. Workshop topic is selected from a list of available Executive Programs workshops by Leader and Executive Partner. The session may include non-Team Members up to a total of 25 (twenty-five) participants.

(d) **Expert Interactions**

Access to Gartner experts associated with the Service. Inquiry call participation is limited to the expert, the Team Leader, and Team Members. The Licensed User can schedule individual sessions with an expert and team sessions. Team sessions must be requested and moderated by the Team Leader, who must be present on calls and lead discussions and questions to advance the leader agenda. Licensed User may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in inquiry calls non-Team Members from within the Client company.

Prioritized Scheduling: Leader is entitled to prioritized scheduling for inquiry sessions and 1-on-1 sessions at Gartner IT Symposium/Xpo.

Research Briefing: One (1) briefing session per contract period with an expert, delivered remotely, not to exceed four (4) hours. The session may include Team Members and others from the Client organization, up to a total of 25 (twenty-five) participants.

(e) **Peer Experiences**

Gartner provides opportunities for peer engagement in a variety of ways. Licensed Users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.

Peer & Practitioner Research: Includes peer benchmarks, best practices, case studies, tools and templates.

Facilitated Networking: Service Delivery Team will, upon request, arrangement meetings with peers around a specific topic or area of expertise.

(f) **Conferences and Events**

Attendance at Gartner IT Symposium/Xpo™ with Exclusive Member Experience: One non-transferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements plus an exclusive member experience that may include priority booking for onsite One-on-One meetings with Gartner experts, access to an Exclusive Member Lounge and meeting rooms in the Exclusive Member Meeting Center, and networking opportunities with peers and Gartner Service Delivery associates.

Offline Meetups: Access to designated program lounges at Gartner IT Symposium/Xpo.

Executive Programs Events: Complimentary, nontransferable invitation to attend virtual Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

(g) **Research Access**

Executive Programs Research and related content

- **Research Reports:** Up to 12 (twelve) reports per year, covering Gartner-selected topics on areas where business and IT intersect (schedules are approximations and are dependent on the publication schedule of relevant research). Includes associated tools and teleconferences hosted by Executive Programs authors to discuss topics of their reports.
- **Business Research and related content:** Targeted to CIOs, CFOs, and other business executives.

Gartner for IT Leaders Research and related content

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner experts.

Leadership Development Research and related content: Customized professional development content for technology leaders, targeted to Team Members.

Note: For all Research Access (Letter (e), above): Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client's intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

- (f) **IT Key Metrics Data:** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
- (g) **IT Podcast Series:** A subscription-based podcast series featuring Gartner experts' perspectives on business priorities and challenges on topics in information technology.

ADDITIONAL USAGE INFORMATION

The invitation or "Ticket" is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are not transferable within the client company and may not be transferred to another company. A single Ticket may not be used by more than one (1) individual, and may not be used for admission to any conference other than Gartner IT Symposium/Xpo Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM:
ADVISOR TEAM MEMBER

Executive Programs Leadership Team: Advisor Team Member (the “Service”) permits client (“Client”) to identify an advisor team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team comprises two sets of users: (i) the “Leader,” and (ii) “Team Members,” as set forth in the Service Agreement. Collectively, the Leader and Team Members are “Licensed Users.”

1. The Deliverables for the Advisor Team Member are set forth below.

- Assigned Service Delivery Team
- Access to Research Experts
- Peer Experiences
- Gartner IT Symposium/Xpo™
- Executive Programs Research and related content
- IT Podcast Series
- Gartner for IT Leaders Research and related content
- Leadership Development Research and related content
- IT Key Metrics Data

2. Additional information on the Deliverables listed above include the following:

(a) **Client Success Manager:** In their role as the single point of contact from Gartner, the client success manager understands the Client’s context and priorities and helps them understand the entitlements of their Service. The service professional facilitates a coordinated, concierge-level service approach to help the team leverage the most relevant Gartner resources and ensure alignment among Team Members and the Team Leader.

(b) **Expert Interactions:** Provides access to Gartner experts associated with the Service. Inquiry call participation is limited to the expert and the Licensed User only (i.e., non-Users, either inside or outside the Client company, may not attend or otherwise participate on an inquiry call).

(c) **Peer Experiences**

Gartner provides opportunities for peer engagement in a variety of ways. Licensed Users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.

Peer & Practitioner Research: Includes peer benchmarks, best practices, case studies, tools, and templates.

Attendance at Gartner IT Symposium/Xpo™: One (1) complimentary, nontransferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements, as further referenced below.

Offline Meetups: Access to designated program lounges at Gartner IT Symposium/Xpo.

(d) **Research Access**

Executive Programs Research and related content

Research Reports: Up to 12 (twelve) reports per year, covering Gartner-selected topics on areas where business and IT intersect (schedules are approximations and are dependent on the publication

schedule of relevant research). Includes associated tools and teleconferences hosted by Executive Programs authors to discuss topics of their reports.

Business Research and related content: Targeted to CIOs, CFOs, and other business executives.

Gartner for IT Leaders Research and related content: Includes Gartner Core IT and Role-specific Research and IT Podcast Series.

Leadership Development Research and related content: Customized professional development content for technology leaders, targeted to Team Members.

- (e) **IT Key Metrics Data:** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
- (f) **IT Podcast Series:** A subscription-based podcast series featuring Gartner experts' perspectives on business priorities and challenges on topics in information technology.

ADDITIONAL USAGE INFORMATION

The invitation or "Ticket" is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are not transferable within the client company and may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any conference other than Gartner IT Symposium/Xpo Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM:
CROSS FUNCTION TEAM MEMBER

Executive Programs Leadership Team: Cross Function Team Member (the “Service”) permits client (“Client”) to identify a cross function team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team comprises two sets of users: (i) the “Leader,” and (ii) “Team Members,” as set forth in the Service Agreement. Collectively, the Leader and Team Members are “Licensed Users.”

1. The Deliverables for the Cross Function Team Member are set forth below.

- Assigned Service Delivery Team
- Access to Research Experts
- Peer Experiences
- Gartner IT Symposium/Xpo™
- Executive Programs Research and related content
- IT Podcast Series
- Gartner for IT Leaders Research and related content
- Leadership Development Research and related content
- IT Key Metrics Data

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Service Delivery Team**

Client Success Manager: The client success manager is an experienced service professional who understands the Client’s context and priorities and helps the Client understand the entitlements of their Service. In their role as the single point of contact from Gartner, the service professional facilitates a coordinated service approach for the team and provides the following: (i) a personalized, proactive, concierge-level service approach to help the team leverage the most relevant Gartner resources, and (ii) alignment among Team Members and the Team Leader.

(b) **Expert Interactions:** Access to Gartner experts associated with the Service. Licensed User may participate in inquiry sessions provided the sessions are requested and moderated by the Team Leader, who must be present on calls to manage and lead discussions and questions to advance the leader agenda.

(c) **Peer Experiences**

Gartner provides opportunities for peer engagement in a variety of ways. Licensed Users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.

Peer & Practitioner Research: Includes peer benchmarks, best practices, case studies, tools and templates.

Attendance at Gartner IT Symposium/Xpo™: One (1) complimentary nontransferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements, as further referenced below.

Offline Meetups: Access to designated program lounges at Gartner IT Symposium/Xpo.

(d) **Research Access**

Executive Programs Research and related content

- **Research Reports:** Up to 12 (twelve) reports per year, covering Gartner-selected topics on areas where business and IT intersect (schedules are approximations and are dependent on the publication schedule of relevant research). Includes associated tools and teleconferences hosted by Executive Programs authors to discuss topics of their reports.
- **Business Research and related content:** Targeted to CIOs, CFOs, and other business executives.

Gartner for IT Leaders Research and related content: Includes Gartner Core IT and Role-specific Research and IT Podcast Series.

Leadership Development Research and related content: Customized professional development content for technology leaders, targeted to Team Members.

(e) **IT Key Metrics Data:** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

(f) **IT Podcast Series:** A subscription-based podcast series featuring Gartner experts' perspectives on business priorities and challenges on topics in information technology.

ADDITIONAL USAGE INFORMATION

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Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

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Attachment 1 to EXHIBIT 1

Gartner Usage Policy

Gartner Usage Policy

Updated
31 March 2023

Gartner Usage Policy

Welcome to Gartner!

Thank you for purchasing a License to Gartner Research. We've created this Gartner Usage Policy (formerly the Usage Guidelines for Gartner Services) especially for you, the Licensed User. By continuing to use and access this website, you agree to this new title. Through easy to understand rules and practical scenarios, the Gartner Usage Policy is intended to help you use the Gartner Services within your contractual entitlements; and also get the most value from your Gartner relationship.

This Gartner Usage Policy is intended to address the following areas:

- Research Documents for Internal Use (within your company)
- Research Documents for External Use (outside your company)
- Inquiry
- Usernames & Passwords

Baseline License: This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license (i.e., additional entitlements communicated in the Service Description or within the Research deliverable itself), the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy.

Product Specific Usage: As the Gartner product portfolio continues to expand, even baseline usage parameters may slightly vary by the type of Service the client has purchased. If a Licensed User is unclear as to how a usage parameter in this Gartner Usage Policy applies to the Service they have purchased, they should contact their Account Representative for further guidance.

Monitoring of Usage: Please note that Gartner monitors activity on our web site, including use of our Services by Licensed Users. If we see indications that our Services are being used outside of this Gartner Usage Policy, we may contact your company and ask you to investigate your use of the Services and provide us with information to validate that the Services are being used within your contractual entitlement. In the event of non-compliance, Gartner will issue notice of such non-compliance to your company. Following receipt of such notice, your company will have 30 days to correct the non-compliance. In the event your company fails to correct the non-compliance, Gartner reserves the right at its sole discretion to either terminate (or limit access to) the Services or terminate the Service Agreement in its entirety. If you wish to view the practical scenarios, you may do so at [Gartner Usage Policy](#). Gartner reserves the right to periodically update the practical scenarios to address client feedback and business needs. For any questions, contact usageguidance@gartner.com.

Gartner Usage Policy

Research Documents – Internal Use (within your company)

- I. While Gartner owns all right, title and interest in the Gartner Research, we are licensing it to you, the Licensed User, under the following conditions:

➤ AS A LICENSED USER, YOU MAY USE THE GARTNER RESEARCH IN THE FOLLOWING WAYS:

1. YOU MAY OPEN IT: You may open as many Gartner Research documents as you like under the terms of your license, provided that such opening is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Services; and meets the CONDITIONS set forth below.
2. YOU MAY PRINT IT: You may print a Gartner Research document for your personal use in your job role, but not for sharing with any third party either inside or outside your company, provided that such printing is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Service; and meets the CONDITIONS set forth below.
3. YOU MAY SHARE IT: You may share an excerpted or derivative version of the Gartner Research (see below), but not the entire Gartner Research document, so long as such sharing is (i) internal within your company, (ii) in support of your job role; and meets the CONDITIONS set forth below.

CONDITIONS

- a. It is not done on a systematic or routine basis (e.g., by a Licensed User who consistently distributes a periodic summary or excerpt of Gartner Research or who leverages a company business process that allows non-Users to approach the Licensed User to meet their Gartner Research needs);
- b. It is limited to an internal audience only of no more than 15 people;
- c. It is not done with the intent or effect of avoiding the purchase of additional User licenses;
- d. It is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research; AND
- e. It is not used as input into, or for the training or development of generative artificial intelligence (AI), machine learning algorithms or software, or other technologies to create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, or that allows any third parties to access, use or benefit from our proprietary intellectual property in any way.

The following uses constitute ACCEPTABLE SHARING of Gartner Research:

- EXCERPTED USE: You may include a small excerpt of Gartner Research (e.g., a few lines of text not to exceed 5 sentences, a paragraph, or a specific graphic) in an internal report or presentation (attributing Gartner as the source).
- DERIVATE USE: You may briefly summarize the Gartner Research in your own words for your project team or senior-level decision makers (attributing Gartner as the source). No derivative use of the Gartner Research by way of artificial intelligence or machine learning is permitted.

The following uses constitute UNACCEPTABLE SHARING of Gartner Research:

- You may not share Gartner Research in either printed or electronic format with any third-party individual either internal or external to your company.
- You may not share Gartner Research with any third-party groups either internal or external to your company via email, intranet posting, or other information storage & retrieval systems.

II. Because Information Technology is rapidly evolving and changing, Gartner Research should only be relied on as of a certain date and time:

➤ AS A LICENSED USER, ONCE YOUR LICENSE TERM HAS ENDED, YOU MUST ADHERE TO THE FOLLOWING RULES:

1. You must delete all soft copies of Gartner Research documents from your internal system. Storing Gartner Research is prohibited.
2. You must destroy all printed copies of Gartner Research documents.

Best Practices for using Gartner Research

What if I want to use Gartner Research internally within my company:

For my own personal use or for a colleague?

Acceptable Use

Dawn (Licensed User) can open and access as many Gartner Research documents as she wants within the scope of her company's purchased Service. Dawn can also print a hard copy of any individual Gartner Research document for her personal use - so long as such use is in connection with her job role at her company.

Frank (Licensed User) has read a Gartner Research document that he would like to share with his colleagues, Joan and Larry. Gartner permits such sharing through its "Share" option located in the icon bar on the Gartner Research document page. Please note, in order for Joan and Larry to access the Gartner Research document, they must be Licensed Users with the same level of access as Frank. Regardless of whether the recipient is a Licensed User, Gartner as a general rule does not permit the downloading and forwarding of the PDF of the Gartner Research document.

As a summary with a small group of colleagues in a business meeting?

Acceptable Use

Frank (Licensed User) read an interesting Gartner Research document on Strategic Cost Management which he would like to share in a business meeting with 10 of his colleagues. Rather than copying and distributing the Gartner Research document in its entirety, he summarizes the main points in a memorandum that he provides to his colleagues. This is an acceptable use so long as (i) the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner Research), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, and (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research.

Unacceptable Use

Dawn (Licensed User) is the only Licensed User in her department. She has the sole function of reviewing Gartner Research documents and distributes summaries on (1) a recurring basis and/or (2) to a large number of people in her department. This is an unacceptable use because Dawn is sharing her summary of the Gartner Research document (1) on a systematic or routine basis and/or (2) to an audience of non-Users that extends beyond a 15 person project team. While permitted on an occasional and non-routine basis, Dawn's sharing in this instance is being done on a routine and systematic basis (which eliminates the need to purchase additional User Licenses). If a Licensed User is unclear as to what level of summarizing is permitted under a particular Service, they should consult with their Gartner Account Representative.

As an excerpt/quote for an internal project?

Acceptable Use

Henry (Non-User) is working on a project and seeks advice from his colleague, Dawn (Licensed User). Dawn jots down some information she learned from Gartner Research documents, including a small excerpt from a Gartner report, and sends it to Henry. The excerpt is properly attributed to Gartner.

Dawn (Licensed User) schedules a meeting with her project team and inserts one quote, consisting of 2 sentences, and one graphic from a Gartner Research document into her PowerPoint presentation. She is

careful to properly attribute Gartner per section 6.1 of the [Content Compliance Policy](#) (formerly the Gartner Copyright and Quote Policy).

Unacceptable Use

Frank (Licensed User) purchased a Gartner service that he hopes to use to compile a regular weekly "IT Newsletter" for his Non-User colleagues. His plan is to include in that newsletter excerpts from numerous Gartner Research documents that he believes will be of interest to the group. This is unacceptable use. While permitted in connection with an occasional internal report, Frank's sharing may not be done on a routine or systematic basis (which eliminates the need to purchase additional User Licenses). If a Licensed User is unclear as to what level of excerpting or quoting is permitted under a particular Service, they should consult with their Gartner Account Representative.

[As the entire Gartner Research document or summaries for my colleagues in a way that is aligned to my entitlements?](#)

Acceptable Use

Dawn (Licensed User) is working on a strategic initiative for her company's management. As part of this short-term project, she needs to share pertinent Gartner Research with her Senior Managers. Since Dawn subscribes to a product that includes the right to share a discrete number of documents internally within her company, she is able to share this research with her Senior Managers.

Frank (Licensed User) has read a Gartner Research document that he would like to share with his colleagues, Joan and Larry. Gartner permits such sharing through its "Share" option located in the icon bar on the Gartner Research document page. Please note, in order for Joan and Larry to access the Gartner Research document via "Share," they must be Licensed Users with the same level of access as Frank. Regardless of whether the recipient is a Licensed User, Gartner as a general rule does not permit the downloading and forwarding of the PDF of the Gartner Research document.

Henry (Licensed User) has been tapped to head up a new team to investigate Cloud Computing for his company. He has found several Gartner Research documents that he would like to share with his team at their next project meeting. Each of the Gartner Research documents that Henry wishes to share contains a watermark with "This Research note is restricted to the personal use of henry.campbell@company.com." Because the service to which Henry subscribes allows him to share 10 Gartner Research documents internally, he can disregard the watermark messaging and use the Gartner Research documents in the manner set forth in the relevant Service Description.

Bill (Licensed User) is responsible for conducting a technology assessment for his company. He is planning to use the access he has through his Gartner license to download and internally share a Gartner Research Toolkit to conduct the assessment. This is acceptable use if the Research deliverable contains the following disclaimer: *"Unless otherwise marked for external use, the items in this [Name of Research Deliverable] are for internal noncommercial use by the licensed Gartner client. The materials contained in this Toolkit may not be repackaged or resold. Gartner makes no representations or warranties as to the suitability of this Toolkit for any particular purpose and disclaims all liabilities for any damages, whether direct, consequential, incidental or special, arising out of the use of or inability to use this material or the information provided herein."* In some instances, the Research deliverable is intended to be shared externally and that subset is distinguished with the following demarcation: **"Approved for External Use — Not for Resale."**

Unacceptable Use

Sally (Non-User) is responsible for numerous projects throughout the year and often seeks information from her colleague, Frank (Licensed User). Frank researches Sally's project topics on gartner.com and forwards the relevant Gartner Research document(s) in their entirety to Sally. Each of the documents that Frank forwards to Sally contains a watermark with "This Research note is restricted to the personal use of frank.smith@company.com." This is an unacceptable use because Frank does not subscribe to a product that permits this type of sharing and Sally is not a Licensed User. In order for Sally to view a Gartner Research document in its entirety, Client should contact their Account Representative to purchase an additional User

License. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

As part of a presentation for his project team, Frank (Licensed User) excerpts multiple graphics from a Gartner Research document and inserts full pages of the document into the appendix of his presentation which he plans to share with his project team. This is an unacceptable use because Gartner does not permit wholesale copying or sharing of its Research documents. Gartner does, however, permit the internal use of small excerpts of text and single graphics from Gartner Research documents, so long as (i) the excerpting is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic excerpt of Gartner Research), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research, and (v) there is proper attribution per section 6.1 of the [Content Compliance Policy](#) (formerly the Gartner Copyright and Quote Policy). Alternatively, Frank could purchase a Reprint License so that he could use the entire document, per the terms of his Reprint License.

Because Sally (Licensed User) is the only Licensed User in her department and/or within her company, non-Users across the company ask Sally to provide summaries, excerpts and/or simple data points from Gartner Research for their personal business use. As a Licensed User, Sally can only excerpt from or summarize Gartner Research on a non-routine basis. By servicing non-Users across her department or company, Sally's excerpting and summarizing may be viewed as routine (either because she is leveraging a company business process that allows non-Users to approach her to fulfill their Gartner Research needs or because she is servicing so many one-off requests from non-Users that her use of the Service in this manner may be considered routine). These are unacceptable uses because they have the intent or effect of avoiding the purchase of additional licenses.

[As the entire Gartner Research document with a department or company wide audience in a way that is aligned to my entitlements?](#)

Acceptable Use

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

Unacceptable Use

Frank (Licensed User) is responsible for researching emerging technologies for his department. When he finds a Gartner Research document of interest he either places the document(s) in a team folder on a shared server or sends out a group e-mail with the attached PDF version of the document(s). This is an unacceptable use because Gartner does not permit Licensed Users to post the PDF version of a Gartner Research document on department or company-wide servers or team share folders. Frank can summarize the relevant Gartner Research document(s) for his team so long as (i) the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner Research), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, and (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research. Alternatively, he can purchase a Reprint License for the relevant Gartner Research documents.

[By storing on my laptop or office computer/device?](#)

Acceptable Use

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

Frank (Licensed User) found a Gartner Research document that he thought would be interesting to read on a future date. Because he often travels, he decided to store the Gartner Research document on his laptop so that he may access it while offline. This is an acceptable use so long as the storage is for Frank's personal use only (i.e., not intended for re-distribution) and so long as Frank deletes all of the Gartner Research documents stored on his device once his license term has ended.

Unacceptable Use

Sally (Licensed User) is an administrator in the IT department of her company and is responsible for providing research access to her department. Oftentimes she likes to forward Gartner Research documents to others in her department working on key projects. To facilitate this distribution, she has downloaded and stored a number of Gartner Research documents to a shared server. As a general rule, Gartner does not permit the downloading and storing of Gartner Research documents on internal storage and retrieval systems for others to access (e.g., interdepartmental servers, company-wide intranet or bulletin boards, SharePoint or other information storage & retrieval systems).

Frank (Licensed User) has decided not to renew his Gartner license due to budget constraints. Two weeks prior to his contract end date, Frank peruses gartner.com and downloads a large number of Gartner Research documents that he thinks he will need for future reference. All Gartner content including Gartner Research documents is owned and copyrighted by Gartner. Client companies are permitted to access and view the Gartner Research for the license term set forth in their Service Agreement. Once that license term has ended, the Licensed User is no longer permitted to use or store the Gartner Research and will be expected to delete all remaining copies of Gartner Research documents on its internal systems.

And am willing to purchase additional entitlements?

Acceptable Use

Sally (Licensed User) subscribes to a Gartner for IT Leadership Team Plus: Team Leader License and is concerned because the terms in her Service Description for that product are different from the baseline License described in the Gartner Usage Policy. In instances where a specific Gartner product offering includes entitlements that are different from the baseline license in the Gartner Usage Policy, the terms of that product offering will apply (and take precedence over the baseline License in the Gartner Usage Policy) for the duration of Sally's Service Agreement.

For Gartner forecast and/or market share data?

Acceptable Use

Bill (Licensed User) is responsible for Market Intelligence. For this quarter's result only (e.g., once), he would like to share with his company's India country manager the Gartner market share data that shows their #1 competitor's revenue results for the quarter in the PC market in India. Bill plans on sharing this excerpt internally only with his company's India Country manager and will appropriately source Gartner (i.e., stamped "company_name" Internal Use Only) and send to the country manager via email. This is an acceptable use because it's a summary-level, small excerpt of data from a Gartner market share report reflecting no more than five (5) competitors, is done on an ad hoc basis (one-time only) and is for occasional use (one-time only) by an individual non-User (the India country manager).

Frank (Licensed User) is looking to provide his product marketing team of three (3) people the forecast data for mobile devices for an upcoming strategy meeting. His PowerPoint presentation includes three (3) years of forecast data for two (2) segments and he will appropriately source Gartner (i.e., stamped

"company_name" Internal Use Only). This is an acceptable use because it's a summary-level, small excerpt of data from a Gartner forecast report, is done on an ad hoc basis (one-time only) and is for occasional use (one-time only) by an internal audience only of no more than 15 people.

Unacceptable Use

Susan (Licensed User) is the only Licensed User in her Marketing department. She has the sole function of preparing Competitive Analysis for her company. She primarily supports the product management executives. She is repeatedly asked (i) for more than a summary data excerpt OR (ii) to import or otherwise enter Gartner Market Share data into an internal data warehouse or other internal system OR (iii) to post the data set, summaries of the data or excerpts of Gartner Market Share to her company's internal intranet or external website. Each of these is an unacceptable use because Susan is being asked to share Gartner Market Share data on a systematic or routine basis, or import Gartner Market Share Data to an internal data warehouse or other system/tool or post Gartner Market Share data on a company intranet or external website (i.e., the i, ii and iii requests referenced above). For proper use of Gartner Market Share or Market Forecast data contact usageguidance@gartner.com.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

Gartner Usage Policy

Research Documents - External Use (outside your company)

We welcome you, the Licensed User, to open as many Gartner Research documents as you like: for your personal use within your job and within the scope of your Service.

Gartner Research documents cannot be shared (a) outside your company, or (b) via email, internet posting, or other external information storage & retrieval systems.

If your job role requires you to share Gartner Research outside of your company, you may:

- Excerpt or reference with prior written approval from Quote Requests, [here](#), and in accordance with the Gartner Content Compliance Policy (formerly the Gartner Copyright and Quote Policy).
- Purchase a Reprint License for External Use. Contact the [Reprints team](#) for more information on Reprint Licenses.

Best Practices for using Gartner Research

What if I want to use Gartner Research outside my company...

As a Gartner approved excerpt/quote for an external use?

Acceptable Use

Frank (Licensed User) is planning a presentation at a local business seminar and wants to incorporate into his PowerPoint quotes from a Gartner Research document. Prior to the presentation, Frank consults the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy) and submits his request to Quote Requests, [here](#), for approval of his proposed use of the Gartner quotes. Following receipt of the Gartner approval, Frank delivers a knock-out presentation.

Sally (Licensed User) is not sure how much Gartner content she is allowed to excerpt/quote or otherwise reference in his upcoming article he is publishing for an IT conference. She is struggling with how much he is permitted to quote or reference under the Gartner Content Compliance Policy (formerly the Gartner Copyright and Quote Policy). Wanting to be in compliance, Sally reviews the policy and e-mails Quote Requests for guidance and approval, [here](#).

Unacceptable Use

Dawn (Licensed User) who is responsible for issuing her company's press releases, incorporates content from a Gartner Research document into the company's press release without first obtaining written approval from Gartner. This is unacceptable because the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy) requires that all external use of Gartner content receive prior written approval from Gartner. Dawn should review the policy and contact Quote Requests, [here](#), for pre-approval.

And am willing to purchase a Reprint License to share the entire Gartner Research document outside my company?

Acceptable Use

Laura (Licensed User) is the head of Public Relations and recently purchased a Reprint License which provides her with distribution rights to a Magic Quadrant in which Gartner placed her company in the Leaders quadrant. Laura would like to share the evaluation with her prospects and clients. After working with and receiving approval from the Gartner Reprints team for the promotional language in her e-mail, Laura may send her email (containing the link to the Reprint) to her prospects and clients. Everyone thoroughly enjoyed reading the Magic Quadrant report in its entirety.

Dawn (Licensed User), an Analyst Relations director at her company, purchases a Reprint License of a Vendor Rating Gartner Research document where her company is favorably positioned. Dawn shares the Reprint externally in accordance with the terms of her company's Reprint License with Gartner.

Unacceptable Use

Frank (Licensed User), who works for a Public Relations firm, is responsible for researching technology trends on behalf of his clients. When he finds a Gartner Research document of interest he sends to his clients a group e-mail with the copyrighted PDF version of the document(s) as an attachment. This is an unacceptable use because Gartner does not permit Licensed Users to forward via e-mail a PDF version of a Gartner Research document. While Frank cannot share the full Gartner Research document via his group e-mail, he does have two choices; he may either (i) purchase a Reprint License so that he could use the entire document, per the terms of his Reprint License, or (ii) select a few key sentences from the Gartner Research document to share via his group e-mail. If Frank opts for choice (ii) he should contact Quote Request, [here](#), with his draft e-mail containing the few key sentences. Once he receives approval from Quote Requests, he may then e-mail the approved quote to his Clients provided that this quoting is done on a non-routine basis.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

Gartner Usage Policy

Inquiry

We welcome you to call us if you are a Gartner Licensed User with Inquiry Service.

You may use our Inquiry sessions (or Written Responses, as applicable and approved) to discuss:

- Key questions or decisions you are facing
- Interpretation of Gartner Research
- Document reviews of business-related documents (up to twenty (20) pages max including its attachments)
- Proposal reviews for technology purchases such as IT outsourcing proposals (up to twenty (20) pages max per proposal including its attachments)

NOTE: Non-Users, inside or outside the Client company, may not participate on Inquiry sessions or receive copies of Written Responses. **For the avoidance of doubt, “participate” in this context means Non-Users:**

- May not physically attend an Inquiry session
- May not listen in to an Inquiry session

Inquiry entitlements beyond the baseline service described hereunder may vary by service purchased (not all Services include Inquiry entitlement). For additional guidance on your service-specific entitlements, please consult your account representative.

Best Practices for using Inquiry

What if I want to use Inquiry...

[Do all Gartner Services offer access to Gartner Inquiry?](#)

Acceptable Use

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

Unacceptable Use

Sally (Non-User) must provide guidance to her senior leadership team on how to best restructure their network and communications systems. Sally's colleague, Frank (Licensed User) schedules an Inquiry session; Sally participates in his place. This is unacceptable use because Non-Users may not participate on

Inquiry sessions. Frank may, however, take notes on his Inquiry session and share those notes with Sally on an ad hoc basis; or alternatively, the company may contact their Account Representative to purchase a User License for Sally so that she can participate in her own right on Inquiry sessions. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

Who can join me on an Inquiry session?

Acceptable Use

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

Dawn (Licensed User) subscribes to the IT Leadership Team solution, and her company has designated her as the Leader Licensed User. She and her IT Leadership Team Members are assessing a potential vendor and need to speak to a Gartner research advisor regarding the vendor selection process. As the Leader, Dawn schedules the Inquiry session for herself and the IT Leadership Team Members. This is an acceptable use of Inquiry, as all the participants subscribe to the IT Leadership Team license (i.e., Leader and Member(s)).

Unacceptable Use

Frank (Licensed User) is an Enterprise Architect who is responsible for multiple projects throughout the year. Frank likes to have other colleagues join him in his Inquiry sessions to ensure that there is consensus and that all relevant questions are answered during the session. Sometimes, Frank invites a large group of participants to these Inquiry sessions, none of whom has the Advisor-level or team license required for participation. This is an unacceptable use of Inquiry sessions, because only Licensed Users with the correct access level for the relevant service may participate in Inquiry sessions. If Frank wants to have other colleagues participate with him in Inquiry sessions, Frank should contact his Account Representative who will help Frank find an appropriate solution to meet his requirements.

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

Dawn (Licensed User) is an Analyst Relations professional and has scheduled an Inquiry session to discuss a new product launch. Dawn would like to invite Non-Users to participate in the Inquiry session. She promises that they will only listen and not engage with the Gartner research advisor. This is an unacceptable use of Inquiry sessions, because (i) only Licensed Users with the correct access level for the relevant service are permitted to participate, attend, or listen to an Inquiry session; and (ii) Non-Users are prohibited from both (a) physically attending an Inquiry session or (b) listening in to an Inquiry session.

John (Licensed User) is a Product Development professional and has scheduled an Inquiry session to discuss a product strategy for which he is collaborating with a third-party vendor. John would like to invite Sally (Licensed User) from the third-party vendor to participate in the Inquiry session. This is an unacceptable use of Inquiry sessions, because Inquiry sessions are strategic conversations limited to the Gartner research advisor(s) and the Licensed User(s) from the single client company only. Licensed User(s) from other companies may not participate.

What may I share from the Inquiry session and who may I share it with?

Acceptable Use

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

Dawn (Licensed User) has read a Gartner Research document for her upcoming vendor selection process. Dawn noticed that Gartner has not published any research for 3 years on the vendor that she is considering. Since Dawn has a Gartner for IT Leaders Advisor license that entitles her to Inquiry, she schedules an Inquiry session with the Gartner research advisor to determine how that vendor is faring in the marketplace. The Gartner research advisor may provide Dawn with up-to-date data and insights to help her in the selection process. Also note: the Gartner research advisor may not recommend that specific vendor to the client for selection.

John (Licensed User) is the CIO for a small company in a smaller geography. He is responsible for implementing an ERP system and has read an interesting Gartner Research document, but he is uncertain as to whether the advice provided in the Gartner Research document applies to his company. Since John subscribes to the Gartner for IT Executives CIO product, he schedules an Inquiry session to ask for additional guidance beyond what is published in the Gartner Research document. The Gartner research advisor may provide John with recommendations and information to consider so that John has greater insight to make an informed ERP selection.

Unacceptable Use

Dawn (Licensed User) is responsible for numerous cost-cutting initiatives in her company's IT department and would like to work with a Gartner research advisor to set up an Inquiry session to discuss her company's detailed cost-cutting strategy and conduct an in-depth discussion to establish priorities and estimated time frames. Since this request requires additional research and/or the development of supporting material by the research advisor, it cannot be fulfilled in a 30-minute Inquiry session. Alternatively, Dawn may purchase from her Account Representative a Strategic Advisory Services (SAS) Internal Advisory Session.

John (Licensed User) contacts Gartner to schedule an Inquiry session about *Camera Depot* and the latest developments in digital SRL cameras, a vendor and topic that Gartner does not cover in its Research. In this case, John must look elsewhere for guidance on this particular vendor and topic.

May I record Inquiry sessions?

Unacceptable Use

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

What if product purchased has different Inquiry entitlements from Gartner Usage Policy?

Acceptable Use

George (Licensed User) subscribes to an Executive Programs Leadership Team License and is concerned because the terms in his Service Description for that product are different from the baseline License described in the Gartner Usage Policy. In instances, where a specific Gartner product offering includes entitlements that are different from the baseline license in the Gartner Usage Policy; the terms of that product offering will apply for the duration of George's Service Agreement.

How may I share research advisor Written Responses and who may I share them with?

Acceptable Use

Dawn (Licensed User) subscribes to a Gartner license with Inquiry privileges. Instead of scheduling an Inquiry session, she has requested and received permission from Gartner for the research advisor to provide a Written Response to her question. Dawn would like to share the **research advisor's** Written Response with her CIO. A Licensed User may excerpt from or summarize in their own words **a research advisor's** Written Response and share that excerpt or summary internally within their company only, so long as (i) the excerpting or summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic excerpt or summary of Gartner Research); (ii) distribution is limited to an internal audience only of no more than 15 people; and (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses..

Unacceptable Use

Frank (Licensed User) subscribes to a Gartner license with Inquiry privileges. As part of a vendor selection process he is working on, he requests the Gartner research advisor to provide a Written Response regarding the pros and cons of doing business with a particular vendor. Frank decides to share the **research advisor's** Written Response with that vendor. This is an unacceptable use of research advisor Written Responses, which are confidential and intended solely for use by the Licensed User. Any external sharing of a research **advisor's** Written Response is in violation of Gartner policy.

Is it permissible for me to share a confidential vendor proposal with the Gartner research advisor?

Acceptable Use

Frank (Licensed User) subscribes to a Gartner Service with Inquiry privileges including Proposal reviews. He would like to request the Gartner research advisor to conduct a Proposal review of his upcoming vendor renewal. Frank is concerned that he may be violating the confidentiality provision in his existing vendor contract. Frank should follow the guidance of his legal team in determining whether the terms of his existing contract permit him to share the document with professional advisors who are bound to confidentiality agreements with their clients.

May I use Inquiry for a Document or Proposal review?

Acceptable Use

Frank (Licensed User) is gearing up for his strategic marketing plan presentation to his senior management. He has prepared a 15 page presentation that he would like for the Gartner research advisor to review. If Frank subscribes to a license with the appropriate Inquiry entitlements, he may leverage an Inquiry session for a Document review. As a general rule, Gartner research advisors will conduct Document reviews specific to Requests for Proposal (RFP), marketing or business plans, and other business-related documents. The document size may not: (i) exceed 20 pages, or (ii) include any attachments because it is not practical for Gartner or useful to Frank for the research advisor to try to analyze and discuss more than 20 pages during an Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis.

Acceptable Use

Dawn (Licensed User) is preparing her strategy for an upcoming IT outsourcing negotiation and would like to determine if there is an opportunity to improve the business terms of the proposal. If Dawn subscribes to a license with the appropriate Inquiry entitlements, she may leverage an Inquiry session for a Proposal review. As a general rule, Gartner research advisors will conduct reviews specific to unsigned pricing proposals; business terms and conditions; and negotiation strategies. However, the proposal size may not: (i) exceed 20 pages, or (ii) include any attachments because it is not practical for Gartner or useful to Dawn for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis.

Unacceptable Use

George (Licensed User) is in the early stages of preparing to negotiate a software renewal which is a 100 page proposal and includes several attachments. He would like to leverage his Inquiry entitlement and schedule a Gartner research advisor to review and discuss the proposal in its entirety; however, given the 20-page restriction, he intends to schedule a series of Inquiry sessions with the same or different Gartner research advisor(s) to review and discuss 20 pages at a time. This is an unacceptable use of Inquiry because Proposal reviews are limited up to 20 pages max per document including its attachments. It is not practical for Gartner or useful to George for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, if George were to break up the review amongst multiple research advisors it would lack consistency or continuity a one-time discreet review would deliver. Lastly, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the proposal and its attachments exceed 20 pages, contact your Account Representative regarding **Gartner Consulting's [Contract Optimization](#) Service** or the purchase of a Strategic Advisory Services ("SAS") engagement.

Unacceptable Use

John (Licensed User), the CMO of his company, is developing sales collateral and messaging before taking his new product to market. He would like to schedule an Inquiry session to ensure the value proposition is **messaging correctly for his company's target markets. Even though** the sales collateral and messaging is under the 20-page limit, John would also like to include additional reference materials for the Gartner research advisor to review. This is an unacceptable use of Inquiry because Document reviews are limited to the document itself (up to 20 pages) and no additional reference materials will be reviewed. It is not practical for Gartner or useful to John for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the document you wish to be reviewed include any additional reference materials, you may contact your Account Representative to **purchase a Strategic Advisory Services ("SAS") engagement.**

Unacceptable Use

Dawn (Licensed User) would like for Gartner to review an important hardware proposal for an upcoming renewal. She would like the Gartner research advisor to review the proposal in its entirety however it exceeds 20 pages. To get around the 20 page limitation, Dawn is considering to significantly modify the formatting of the contract. This is an unacceptable use of Inquiry because Proposal reviews are limited up to 20 pages max per document including its attachments. It is not practical for Gartner or useful to Dawn for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the proposal you wish to be reviewed exceed 20 pages and or include any additional reference materials, you may contact your Account Representative regarding **Gartner Consulting's [Contract Optimization](#) Service** or the purchase of a **Strategic Advisory Services ("SAS") engagement.**

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

Gartner Usage Policy

Username & Passwords

As a Licensed User, you will receive a unique Username and Password, which is for your personal use only, and may not be shared inside or outside your company/agency. For government clients, company may include agencies responsible for the oversight and administration of specific functions.

There are two exceptions where your Username and Password may be reassigned to another within your company:

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

NOTE: When your company substitutes a Licensed User, the new Licensed User must be located in the same country as the original Licensed User. Where not possible, please consult your Account Representative for an appropriate solution.

NOTE: When your company designates Licensed Users based in the United States, your company acknowledges and agrees that those licenses are offered, sold, provided and serviced solely by Gartner, Inc.

NOTE: In situations where your company desires to assign a license to a contractor/sub-contractor

- The contractor must be a full-time equivalent, meaning they have a company assigned email address, company business cards and function for all intents and purposes as a full-time employee (as opposed to a temporary contractor for a discrete term);
- Company must contractually agree to pass on to contractor the Gartner Usage Policy and to be liable in the event of any misuse or non-compliance with the Services;
- Contractor must agree to only use the Services for your company (i.e., the company that issued the license);
- In no instance is it ever acceptable for a Licensed User to share their Username and Password with the contractor; and
- Upon termination of the contractor's service term with your company please arrange to reassign the User License to another within your company per Gartner Usage Policy referenced above.

Best Practices for proper use of your Username and Password

Why must my Username be my email address?

Acceptable Use

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

Unacceptable Use

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

When is it acceptable to assign a new person to an existing license (i.e., swap out Username & Password)?

Acceptable Uses

Judy (Licensed User), an IT manager at Client company, leaves Client company to accept employment elsewhere. At Client's request, Gartner will issue a new Username and Password to a substitute Licensed User designated by Client company.

Dawn (Licensed User) leaves the IT department of her Canadian-based company and accepts another position in that company that does not require her to access Gartner Research. At Client's request, Gartner may issue a new Username and Password to a substitute Licensed User designated by Client company provided such Licensed User is also based in Canada.

Sally (Licensed User) is about to take maternity leave for three months and would like to reassign her license to John while she is on leave. If a Licensed User is out on medical leave, Gartner will allow a license transfer to a different individual so long as (i) the Licensed User is on medical leave greater than 30 consecutive days, and (ii) the license is transferred back to the original Licensed User upon their return from medical leave.

Unacceptable Uses

Frank (Licensed User) offers to assist his colleague Sally (Non-User) on her work-related project by permitting Sally to log on to gartner.com using his Username and Password. In order for Sally to log on to gartner.com, she would need to have her own User License. Client should contact their Account Representative to purchase an additional User License. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

Frank (Licensed User) is part of an IT team along with colleagues, Sally and Kate (each, a Non-User). Frank administers the Gartner Licenses on behalf of his team. Although Frank's job has not substantially changed, he thinks that Sally could benefit from access to Gartner Research. Frank assigns his Username and Password to Sally for the duration of the project; and when the project is completed, Sally reassigns the Username and Password to Frank. Frank (Licensed User) then assigns his Username and Password to Kate (Non-User) so that she may access the Gartner Services. This is an unacceptable use because Gartner does not permit systematic "recycling" of a single Gartner User License.

Substitutions of Licensed Users are permitted only on a non-routine basis in two discrete situations: (1) where the original Licensed User permanently leaves Client company, or (2) where there is a substantial change in the original Licensed User's job responsibilities so that he/she no longer requires access to Gartner Research.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

Attachment 2 to EXHIBIT 1

Gartner Content Compliance Policy

Content Compliance Policy

(formerly the Copyright and Quote Policy)

Introduction: Why a Content Compliance Policy

Gartner, Inc. delivers actionable, objective insight to executives and their teams. Our expert guidance and tools enable faster, smarter decisions and stronger performance on an organization's most critical priorities. To protect this objectivity, we have strict standards for how others may externally use our content/intellectual property.

Gartner's intellectual property ("IP" or "Gartner content") is subject to trademark and copyright protections, regardless of where and how it is referenced. **This policy (the "Policy") defines how you may use our content externally (outside of your organization).** The Policy also applies to any third party that writes and/or promotes content on your behalf, including your partner organizations. All decisions are at the sole discretion of Gartner Content Compliance, or its delegates, and are final. For the purposes of the Policy, Gartner content includes, but is not limited to, the Gartner name, our logos, graphics, badges, images, trademarks, copyrights, and references to Gartner published research material and experts (including analysts, advisors, and researchers), consultants, and executive partners.

Clients may quote Gartner content internally without approval from Gartner Content Compliance, as long as they comply with the [Gartner Usage Policy](#). Clearly label all such internal material as "For internal use only."

Gartner, Inc. reserves the right to change its policies or explanations of its policies at any time, without notice.

[Ready to Request Approval?](#)

[01 Identify Gartner Content](#)

[02 Draft Material\(s\)](#)

[03 Submit Online](#)

[Submit Your Request](#)

[The Essentials](#)

[Addressing Misuse](#)

[FAQ](#)

Ready to Request Approval?

Check your access

You must have legitimate access to the Gartner content you want to display or quote to receive approval. If you are a licensed client or are quoting from a licensed reprint, you have legitimate access to Gartner client-only research. Everyone has legitimate access to externally facing Gartner content (for example, Gartner press releases, Smarter With Gartner posts, and Gartner Peer Insights reviews and ratings).

01

Identify Gartner Content

such as a quote or reference from content published on [gartner.com](#)

02

Draft Material(s)

in an editable format that includes the Gartner content

03

Submit Online

Content Compliance Policy (continued)

Identify Gartner Content

Eligible content

Expert-opinion research:

[Case Studies](#)

[Cool Vendors](#)

[Critical Capabilities](#)

[Gartner for
Technical Professionals \(GTP\)
research](#)

[Hype Cycle™](#)

[Magic Quadrant™](#)

[Market Guide](#)

[Market Share and Forecast](#)

[Peer & Practitioner Research](#)

[Supply Chain Top 25](#)

[TalentNeuron™](#)

[Testimonials](#)

[Thought Leadership](#)

[Vendor Rating](#)

User-generated content:

[Gartner Digital Markets](#)

[Gartner Peer Insights™](#)

Other eligible content:

[Gartner IDEAS Competitive
Profiles](#)

[Gartner Glossary](#)

[Gartner Press Releases](#)

[Gartner Conference
Presentations](#)

[Gartner Trademarks, Logos and
Graphics](#)

[IT Key Metrics Data](#)

[Smarter With Gartner Posts](#)

Ineligible content

[Custom Client Engagements
\(consulting engagements\)](#)

[Custom quotes](#)

[Gartner Cloud Decisions](#)

[Gartner expert weblogs](#)

[Toolkits](#)

Content Compliance Policy (continued)

Eligible content

Expert-opinion research:

Expert-opinion research is written by Gartner Research & Advisory experts. For this research, use verbatim, industry-general quotes, and properly attribute the research to Gartner.

Be sure to include the expert-opinion **Objectivity Disclaimer** if you promote inclusion in the report:

Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings or other designation. Gartner research publications consist of the opinions of Gartner's research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

Don't use

- Content that is about specific companies.
- The research as an endorsement or a competitive weapon.

All claims of "validation", "testament", "evidence" (or other words with the same meaning) must appear as your company's opinion and not as a Gartner endorsement. [See examples](#).

- Any words or phrases that give the impression that you are "featured", "highlighted", "spotlighted" or imply any of these.
- Any text, references, or images to imply that inclusion is an award.

Look below for the type of report you want to quote. Follow the additional guidance for each.

Case Studies

- Use verbatim, industry-general quotes.
- Properly attribute the research to Gartner.
- Only cite archived research if you are using the research to provide a historical snapshot in time. Otherwise, do not cite it.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

Cool Vendors

- Use verbatim, industry-general quotes.
- You may promote your designation as a Gartner Cool Vendor in perpetuity.
- Properly attribute the research to Gartner.
- If stating inclusion in the report, include the Objectivity Disclaimer.
- Use the Gartner Cool Vendor badge, from the year you were recognized, in approved collateral.
- Don't reference stats from archived reports.
- If you are included in the "Where Are They Now?" section of a Cool Vendor report, you may not use the Gartner Cool Vendor badge from that report, or state that the mention designates you as a Cool Vendor again. Look below for the type of report you want to quote. Follow the additional guidance for each.

Use these [quick tips](#) to prepare your materials.

Critical Capabilities

- When promoting inclusion, you may use words such as:
 - Acknowledged
 - Evaluated
 - Identified
 - Named
 - Placed
 - Positioned
 - Ranked
 - Recognized
 - References to placement (1st, 2nd, 3rd, highest)
- You may promote retrospective inclusion. Example:
 - ABC Company was ranked 1st in the New Tech Use Case for 3 consecutive years in the Gartner Critical Capabilities for XXX.
- Include the full name of the Use Case where you were ranked.

Content Compliance Policy (continued)

- Include the highest possible score for proper context (for example, 4.4 out of 5) for the Use Case you wish to highlight.
 - For the Additional Perspectives update report, also include the “as of date” for proper context.
- Don't reference your scores from the actual critical capabilities table graphics. They are only intended to provide supporting data for the Use Case graphics.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

Gartner for Technical Professionals (GTP) research

Solution Comparisons

When promoting inclusion:

- You may reference your own overall score or individual scores.
 - Include the highest possible score for proper context.
- You may not use graphics from these report.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

Solution Scorecard

- If you reference your overall score, or your Required, Preferred, and Optional criteria scores, you must include the highest possible score for proper context.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

Hype Cycle™

- When promoting inclusion, you may use words such as:
 - Acknowledged
 - Identified
 - Named
 - Placed
 - Positioned
 - Recognized

- You may promote retrospective inclusion. Examples:
 - ABC Company has been named a Sample Vendor for 3 consecutive years in the Gartner Hype Cycle for XXX.
 - We were recognized again as a Sample Vendor in the Gartner Hype Cycle for XXX.
 - A Sample Vendor in the Gartner Market Guide for XXX for the 3rd time in a row.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

Magic Quadrant™

- When promoting inclusion, you may use words such as:
 - A Challenger/Leader/Niche Player/Visionary
 - Acknowledged
 - Evaluated
 - Furthest in vision (if true)
 - Furthest on Completeness of Vision axis (if true)
 - Highest in execution (if true)
 - Highest on Ability to Execute axis (if true)
 - Identified
 - Named
 - Placed
 - Positioned
 - Recognized
- You may promote retrospective inclusion, but it must be factually correct. Examples:
 - ABC Company has been named a Leader for 3 consecutive years in the Gartner Magic Quadrant for XXX.
 - We were recognized again as a Leader in the Gartner Magic Quadrant for XXX for the 9th time.
 - A Leader in the Gartner Magic Quadrant for XXX for the 3rd time in a row.

Content Compliance Policy (continued)

- You may promote your placement on the X & Y axes.
Examples:
 - ABC Company is highest in execution on the Gartner Magic Quadrant for XXX²
 - ABC Company is furthest in vision on the Gartner Magic Quadrant for XXX²
 - ABC Company's Ability to Execute and Completeness of Vision are the reasons why it was named a Leader in the Gartner Magic Quadrant for XXX.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.
- You may use the full "Magic Quadrant Description" to add context. Partial excerpting is prohibited.
- Avoid any words that imply inclusion is a stack ranking, such as #1, ranked, or scored.

Market Guide

- You may use words such as named, placed, positioned, acknowledged, recognized, and identified when promoting inclusion.
- You may promote retrospective inclusion. Examples:
 - ABC Company has been named a Representative Vendor for 3 consecutive years in the Gartner Market Guide for XXX.
 - We were recognized again as a Representative Vendor in the Gartner Market Guide for XXX.
 - A Representative Vendor in the Gartner Market Guide for XXX for the 3rd time in a row.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

Market Share and Forecast

Include:

- Region, time frame, what's being calculated, and market segment/sub-segment.
- This disclaimer if you create a graphic or chart from these reports:
 - Charts/graphics created by [company name] based on Gartner research. Source: Gartner, Inc., [title], [expert name(s)], [publication date].
- This disclaimer if you perform your own calculations
 - Calculations performed by [company name].
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

Avoid:

- 1:1 vendor comparisons (you may compare yourself to 2 or more of your competitors).
- Commingling Gartner Market Share and Forecast with content from any other source, including your own data points.

Peer & Practitioner Research

- Use verbatim, industry-general quotes.
- Properly attribute the research to Gartner.
- Only cite archived research if you are using the research to provide a historical snapshot in time. Otherwise, do not cite it.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

Content Compliance Policy (continued)

Supply Chain Top 25

- You may use words such as named, placed, positioned, acknowledged, recognized, ranked, highest, references to placement (1st, 2nd, 3rd), evaluated, and identified when promoting inclusion.
- You may promote retrospective inclusion.
- If stating inclusion in the report, include the [Objectivity Disclaimer](#).

TalentNeuron™

Include:

- Region, time frame, what's being calculated, and market segment/sub-segment.
- This disclaimer if you create a graphic or chart from these reports:
 - Charts/graphics created by [company name] based on Gartner research. Source: Gartner, Inc., [title], [expert name(s)], [publication date].
- This disclaimer if you perform your own calculations:
 - Calculations performed by [company name].
- If stating inclusion in the report, include the [Objectivity Disclaimer](#).

Avoid:

- 1:1 vendor comparisons.
- Commingling TalentNeuron data with content from any other source, including your own data points.

Testimonials

If you are the subject of a Gartner testimonial, you may direct users to the official testimonials page on gartner.com. That content complies with Gartner's guidelines for producing testimonials. You may not create your own testimonial that promotes your client relationship with Gartner.

Thought Leadership

- Use verbatim, industry-general quotes.
- Properly attribute the research to Gartner.
- Only cite archived research if you are using the research to provide a historical snapshot in time. Otherwise, do not cite it.
- If stating inclusion in the report, include the [Objectivity Disclaimer](#).

Vendor Rating

- You may reference your Overall Rating or your Product/Service, Support/Account Management, Pricing Structure, Technology/Methodology, Strategy, Corporate Visibility ratings.
 - Include the highest possible score for proper context.
- Use verbatim, industry-general quotes.
- Properly attribute the research to Gartner.
- Only cite archived research if you are using the research to provide a historical snapshot in time. Otherwise, do not cite it.
- If stating inclusion in the report, include the [Objectivity Disclaimer](#).

User-generated content

Gartner Digital Markets

Visit the Gartner Digital Markets Content Compliance Policy on Capterra, GetApp, and [Software Advice](#) for guidance on sharing Gartner Digital Markets content externally.

Gartner Peer Insights™

Visit the [Gartner Peer Insights Technology Provider Tools Portal](#) for guidance on sharing Gartner Peer Insights content externally.

Content Compliance Policy (continued)

Other eligible content

Gartner IDEAS Competitive Profiles

- The following are the ONLY ways you can externally share Gartner IDEAS Competitive Profiles Client & Prospect Reports: in Requests for Proposal (RFPs), Requests for Information (RFIs), Invitations for Bid (IFBs), and Invitations to Bid (ITBs). You do not need pre-approval to do so. No other external use is allowed.
- Client & Prospect Reports generated by Gartner IDEAS Competitive Profiles may not be altered in any way and must be used in their entirety.
- Don't commingle Gartner IDEAS Competitive Profiles data with any other source.

Gartner Glossary

References from the Gartner Glossary are permitted. Use the definition verbatim, and include an "as of" date that reflects when the definition appeared on gartner.com.

Gartner Press Releases

Gartner press releases are published by the Gartner Public Relations team. You may use these press releases as a source, but the press release must have been published within the past 12 months from your submission to Content Compliance for approval.

Example: If you submit a request on November 19, 2021, the Gartner Press Release must be dated November 19, 2020 or more recently.

Gartner Conference Presentations

Gartner conference presentations are presentations delivered by Gartner experts at the company's many different global conferences. You may use these presentations as a source, but the presentation must have been delivered within the past 12 months from your submission to Content Compliance for approval.

Example: If you submit a request on November 19, 2021, the presentation must be dated November 19, 2020 or more recently.

Gartner Trademarks, Logos and Graphic

You may only use a Gartner trademark or graphic after you've secured express, written permission from Gartner Content Compliance or its delegates. Please reference: [Proper use of Gartner Logos and Badges](#).

Trademarks

- Use the ® symbol on the first prominent use of the word "Gartner" and a ™ on the following trademarks:
 - Magic Quadrant
 - Hype Cycle
 - TalentNeuron
 - Peer Insights
- Example: Company ABC is a Leader in the 20XX Gartner® Magic Quadrant™ for Digital Commerce. Read what Gartner experts have to say about us!
- Use the following trademark legal lines:
 - [Magic Quadrant, Hype Cycle, TalentNeuron, Peer Insights] is a registered trademark of Gartner, Inc. and/or its affiliates and is used herein with permission. All rights reserved.

Content Compliance Policy (continued)

Logos

- Make all Gartner logos and badges secondary in position to your logo, and at least 10% smaller in size.
- Include the required clear space around Gartner logos and badges. Don't bundle them next to your or any other logos.
- Use the following required trademark legal lines when using these Gartner trademarks.
 - **Gartner Logo:** GARTNER is a registered trademark and service mark of Gartner, Inc. and/or its affiliates in the U.S. and internationally and is used herein with permission. All rights reserved.
 - **Gartner Cool Vendor badge:** The GARTNER COOL VENDOR badge is a trademark and service mark of Gartner, Inc. and/or its affiliates and is used herein with permission. All rights reserved. Gartner does not endorse any vendor, product or service depicted in its research publications and does not advise technology users to select only those vendors with the highest ratings or other designation. Gartner research publications consist of the opinions of Gartner's Research & Advisory organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.
- Don't alter Gartner logos and badges in any way. This includes, but is not limited to, changes to font, color, size, and orientation.
- Don't use Gartner logos or badges in:
 - Email signature blocks (except when using templates provided by Gartner)
 - Securities offerings documents
 - Annual reports

Graphics

Unless otherwise indicated, you must purchase a reprint if you would like to use any graphic that evaluates or otherwise lists organizations. If the Gartner content is ineligible for reprinting, then you may not use graphics from that content.

Reprinted graphics may only be used in:

- Homepage banners
- Registration web pages
- Social media (blogs, gifs, and graphics)
- PPT presentations
- Videos

Don't alter any element of the graphic. Elements that may not be changed include typeface, font, proportion, orientation, and color.

Don't use Gartner graphics in:

- Securities offerings documents
- Annual reports

IT Key Metrics Data

Materials and/or data in Gartner published IT Key Metrics Data (ITKMD) reports may be accessed by any client with access rights. However, only licensed users of Professional Services and the Professional Services Knowledge Specialist product (collectively, "PS") may share with their clients or prospects (to a Limited Audience only) select results of ITKMD reports as long as they do not:

- Imply that the Gartner ITKMD methodology is one that the vendor follows itself in its own calculations;
- Benchmark customers' data against ITKMD data; commingle ITKMD data with any other data; or
- Use ITKMD for setting outsourcing contract pricing with vendors.

Smarter With Gartner Posts

Smarter With Gartner posts are blog entries published by the Gartner Public Relations team. You may use these posts as a source, but the post must have been published within the past 12 months from your submission to Content Compliance for approval.

Example: If you submit a request on November 19, 2021, the post must be dated November 19, 2020 or more recently.

Content Compliance Policy (continued)

Ineligible content

Custom Client Engagements (Consulting Engagements)

You may not reference any custom Gartner client reports, surveys, or consulting deliverables.

However, you may share the report or deliverable with:

- An outside auditor or accountant
- Third parties who have signed appropriate confidentiality agreements with the client and with whom the client has engaged to review or implement suggestions, or to further research the content contained in the deliverables
- Governmental or regulatory bodies as required by law

Under no circumstances may custom client reports, surveys or consulting deliverables be shared with potential investors in connection with any securities offering or quoted in whole or in part in any securities offering documents, or annual, quarterly or any other reports to stockholders.

Custom Quotes

Gartner does not provide custom quotes. Only content that has been published on gartner.com may be excerpted; this means that informal comments made by experts in any forum (for example, on an inquiry) are ineligible sources.

Gartner Cloud Decisions

Materials and/or data in Gartner Cloud Decisions are for internal, noncommercial use only by licensed users. External use, including commingling with other content, is not permitted.

Gartner Expert Weblogs

Gartner expert weblogs do not reflect the official position of Gartner Research & Advisory and represent an expert's individual opinion. For that reason, they are not an eligible source.

Toolkits

Unless otherwise marked for external use, Gartner Toolkits are for internal, noncommercial use by the licensed Gartner client.

Content Compliance Policy (continued)

Draft Material(s)

Eligible material(s)

Academia (student thesis and higher education curricula)

Gartner both allows and encourages students and professors to quote from Gartner content. Learn [The Essentials](#) to familiarize yourself with what is allowed.

Conference/event materials

Use the below chart for a quick reference of which rules apply to each type of Conferences collateral.

Conference collateral

R Required **P** Permitted **NP** Not Permitted **A** Applicable **NA** Not Applicable

	Gartner Graphic (e.g. Magic Quadrant™)	Objective Disclaimer (if promoting inclusion)	Attribution	70/30 rule	Gartner Trademarks, badges, and logos	Company-specific reference from expert-opinion content	Market-general quote(s) from expert-opinion content	Gartner Peer Insights and Gartner Digital Markets customer reviews
Printed collateral (Booth signage, ads)	NP	R	R	A	P	NP	P	P
Digital collateral (Ads, presentations, web-sites, social media, emails campaigns)	P	R	R	A	P	NP	P	P
Press releases promoting attendance	NP	R	R	NA	P	NP	P	P
Room drop/ Giveaways	NP	R	R	A	P	NP	P	P

Limited-audience documents

Limited-audience documents may not be accessed by, or distributed to, the general public. These documents are available only to a limited audience of the client's own subscribers, customers or prospects. Examples include:

- Requests for Proposals (RFPs), Requests for Information (RFIs), Requests for Quotes (RFQs), Invitations for Bid (IFBs), Invitations to Bid (ITBs)
- Equity and fixed income research reports and related marketing presentations of professional investment advisors
- Confidential investment banking pitch books used to market investment/financing opportunities (but not the offering documents themselves and not for mergers and acquisitions)
- Road show presentations for securities offerings (but not the offering documents themselves) as long as you have received prior approval for the Gartner references in the related registration statement, prospectus, private placement memorandum, confidential information memorandum or other offering document.

Content Compliance Policy (continued)

You do not need to submit limited-audience documents for approval as long as you follow this Content Compliance Policy and add the below required disclaimer:

All statements in this report attributable to Gartner represent [Enter Client Name's] interpretation of data, research opinion or viewpoints published as part of a syndicated subscription service by Gartner, Inc., and have not been reviewed by Gartner. Each Gartner publication speaks as of its original publication date (and not as of the date of this [presentation/report]). The opinions expressed in Gartner publications are not representations of fact and are subject to change without notice.

Marketing materials

Use the chart below to quickly understand which rules apply to each type of marketing collateral.

Marketing collateral

R Required **P** Permitted **NP** Not Permitted **A** Applicable **NA** Not Applicable

	Email	Press release	Blog	Social media post or graphic	Presentation	Banner	Video	Article/newsletter	Brochure/flyer/e-Book
Graphic	P	NP	P	P	P	P	P	P	NP
Objectivity disclaimer*	R	R	R	Link to a doc that includes it	R	R	R	R	R
Attribution	R	R	R	R	R	R	R	R	R
Title/subtitle begins with "Gartner"	NP	NP	NP	NP	P	P	NP	NP	NP
70/30 rule	NA	NA	NA	NA	A	A	A	A	A
Official Gartner corporate boilerplate	NP	NP	NP	NP	NP	NP	NP	NP	NP
Gartner logo	P	NP	P	P	P	P	P	P	P
Company specific reference from expert opinion content	NP	NP	NP	NP	NP	NP	NP	NP	NP

Materials promoting expert speaking engagements

It must be clear that Gartner is being featured and is not co-hosting or co-sponsoring the product or event (for example, "An ABC Company newsletter, featuring Gartner Research" or "An ABC Company webcast, featuring Gartner Expert, John Doe").

Content Compliance Policy (continued)

Securities-related materials and earnings calls announcements/press releases

Please read this section carefully. Failure to secure written approval from Gartner Content Compliance before you file may result in an immediate quote ban of up to three months.

If you have **legitimate access**, you may use Gartner content in securities-related materials. Don't use Gartner graphics, logos or badges.

For each filing:

- Submit your draft text that includes the Gartner content. If your filing is confidential, submit the paragraph or section containing the Gartner content, and the sections or paragraphs that immediately precede and follow it. This will help us review the Gartner reference in proper context. You may redact sensitive information.
- Include all required disclaimers, in addition to the following required securities-related disclaimer:
 - The Gartner content described herein (the "Gartner Content") represents research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. ("Gartner"), and is not a representation of fact. Gartner Content speaks as of its original publication date (and not as of the date of this [type of filing]), and the opinions expressed in the Gartner Content are subject to change without notice.
 - Attribute the Gartner content appropriately, and include all required disclaimers when applicable (for example, when stating inclusion in a Magic Quadrant report, include the Objectivity Disclaimer).
 - Have an authorized member of your company sign an Indemnification Agreement (IA) protecting Gartner. Exhibit A of this agreement will include the Gartner reference exactly as you used it in your filing. IMPORTANT: We will not grant consent without a signed IA. Here is a list of templates for each type of permitted filing:
 - **Annual, quarterly or other reports to security holders**
 - **Earnings call script and hypothetical Q&A's**
 - **Earnings press releases**
 - **President's and chairperson's letters**
 - **Form 10**
 - **Prospectuses**
 - **Private placement memoranda**
 - **S1, S2, S3**
 - **10K**
 - **10Q**
 - **20F**
 - **8K**

Watch this **instructional video** to help guide you on the do's and don'ts for using Gartner content in your earnings call script and Q&A. IMPORTANT: Failure to secure Gartner's pre-approval may result in measures that could include an immediate quote ban and reprints black-out of up to three months.

Ineligible material(s)

Corporate boilerplates

Gartner content may not be used in your company's corporate boilerplate.

Litigation, takeovers, antitrust/competition filings

Note that S4s and similar documents are not listed as eligible content. This is because we don't allow Gartner content to be used in competition law matters, such as joint venture filings, acquisitions, or mergers. We also don't allow Gartner content to appear in litigation materials.

Submit online

Submit your request to use Gartner content externally (outside of your organization).

For new requests, include:

- A pdf of the Gartner source or a link to the Gartner content on gartner.com
- Your draft material highlighting how you plan to use the Gartner content.

Submit this in an editable format so we can amend your collateral to make it comply with this Policy, if necessary. Formats accepted are Word, pdf, and Google doc.

Content Compliance Policy (continued)

The Essentials

Use verbatim quotes

You must use verbatim quotes when excerpting from any Gartner content, including expert-opinion research and user-generated content reviews. We don't allow paraphrasing because it could alter the meaning of the published content.

Use market-general quotes from expert-opinion research

You may use "market-general quotes" — quotes from expert-opinion research that applies to the market as a whole.

Comply with 30/70 rule for expert-opinion content

If you use Gartner expert-opinion content in your collateral, make sure that it constitutes no more than 30% of the total collateral content. For example, if you use expert-opinion content in a 10-slide deck, the Gartner references must not appear on more than 3 slides. Read more [here](#).

Delineate between Gartner and our competitors

You may display Gartner content alongside Gartner competitor content; however, you must clearly distinguish the Gartner content from other content. Do not compare Gartner methodologies with those of our competitors, or create a side-by-side comparison between Gartner graphics and those of our competitors. [Examples](#).

We do not allow promotion on websites of third-parties that compete with Gartner. [Why?](#)

Include attribution

Always attribute Gartner content (quotes, excerpts, references, trademarks, and graphics) to Gartner, and only cite from eligible sources.

Make sure to:

- Identify "Gartner" or "Gartner, Inc." as the source; and
- Include the title of the Gartner content and the date it was published.

Below are examples that you may use or draw from, but as long as you include the required elements identified above, you may format them as you wish.

- **Gartner Reports:** Gartner, [Title of research document], [Author Name(s)], [Publication date]
- **Gartner Conference Presentations:** Gartner, [Name of Gartner Conference] Presentation, [Title of presentation], [Author name(s)], [Conference dates]
- **Gartner Press Releases:** Gartner Press Release, "[Title of Gartner press release]," [Date issued], [URL to press release on gartner.com]
- **Smarter With Gartner Posts:** Smarter With Gartner, "[Title of the Smarter With Gartner post]," [Date issued], [URL to post on gartner.com]
- **Gartner IT Glossary Terms:** Gartner IT Glossary, "[Glossary term]," [Date], [URL to term on gartner.com]

[Use verbatim quotes](#)

[Use market-general quotes from expert-opinion research](#)

[Comply with 30/70 rule for expert-opinion content](#)

[Delineate between Gartner and our competitors](#)

[Include attribution](#)

[Describe Gartner and Gartner Peer Insights™ appropriately](#)

[Avoid endorsement and criticism](#)

[Avoid company-specific quotes](#)

[Avoid informal expert quotes](#)

[Avoid commercialization/monetization of Gartner content](#)

[Don't use Gartner content in litigation/antitrust/competition law matters](#)

Content Compliance Policy (continued)

Describe Gartner and Gartner Peer Insights™ appropriately

Describe them this way:

Gartner

Gartner delivers actionable, objective insight to executives and their teams. Its expert guidance and tools enable faster, smarter decisions and stronger performance on an organization's mission-critical priorities.

Gartner Peer Insights™

Gartner Peer Insights is a public platform that offers verified, first-hand reviews of enterprise software and services from experienced IT professionals.

Avoid endorsement and criticism

You may not use Gartner content in any manner that gives the impression of an endorsement or that criticizes another company. [Examples and scenarios.](#)

Avoid company-specific quotes

You may not use expert-opinion quotes that are specific to a company, product or service.

Avoid informal expert quotes

You may not quote from comments that Gartner experts made on social media, in response to client inquiries, or other interactions.

Avoid commercialization/monetization of Gartner content

You may not use Gartner content in any manner that competes with a Gartner product or offering. You also may not resell, redistribute, or charge for access to Gartner content without the express written consent of Gartner.

Don't use Gartner content in litigation/antitrust/competition law matters

We do not allow external use of Gartner IP in connection with 1) corporate takeovers; 2) federal, state, or international trademark application filings; 3) litigation or enforcement actions; or 4) antitrust or competition law matters (including but not limited to merger or joint venture filings).

However, to the extent you are compelled by court order or other legal obligation to produce Gartner IP, you must:

- If you already have a protective court order, identify for Gartner the documents that you believe must be produced and the justification for why you believe each document is responsive to a particular request, at least 45 days before you are required to produce the Gartner document(s);
- If you do not have a protective court order, provide Gartner at least 60 days' advance notice to move in the appropriate court for one; and
- In the event that you produce a Gartner document, designate it "Highly Confidential — Attorneys' Eyes Only," or, if that designation is not available, the most protective designation of confidentiality pursuant to a protective order that has been entered by the court or regulator in the applicable litigation or enforcement action.

Content Compliance Policy (continued)

Addressing Misuse

Gartner has strict standards that govern all use of our content. We protect ourselves against misuse and reserve the right to take appropriate steps to address any misuse. Gartner may also seek additional remedies available under contract, trademark, copyright, and other applicable law.

Our standard practice is to keep all interactions related to misuse confidential, unless we are compelled by legal obligation to disclose it. If the misuse is especially egregious, we may post about it on the Ombuds blog. We do not disclose the identities of the individuals or companies who bring misuse to our attention.

Gartner Content Compliance investigates each reported concern and takes appropriate actions we deem necessary to address misuse. Read the [Misuse Assessment Guide](#) to understand how Gartner classifies various forms of misuse. Content Compliance may also require the violating company to implement corrective actions, or may place the company on probation or a quote ban.

Corrective Actions

Corrective actions Gartner may take when misuse has occurred include but are not limited to requiring the offending company to:

- Issue a company-wide email to all employees reminding them of their contractual obligation to follow the Gartner Content Compliance Policy
- Send a "correction" email to all recipients of a non-compliant email communication
- Schedule a compliance training module for all employees
- Take down or amend the non-compliant collateral (for example, a press release or a blog post).

Quote Bans and Probation

Gartner reserves the right to issue "quote bans" for misuse of our content, which require the offending company to stop quoting Gartner material for a period of up to three months, among other punitive measures. Gartner may issue more than one quote ban on a company at the same time. Carefully review the [Misuse Assessment Guide](#) to understand how Gartner classifies misuse.

For misuse that does not rise to the level that would warrant a quote ban, Gartner may impose a quote "probation" of up to six months. IMPORTANT: Multiple probations may result in a quote ban.

If you suspect misuse, report it on the [online submission form](#).

Content Compliance Policy (continued)

FAQ

Are there rules about quoting Gartner content inside my company?

Yes, the Gartner Usage Policy applies.

Are Gartner experts and sales reps authorized to approve my external-use request?

No. Only a member of the Gartner Content Compliance team or its delegates (non-Content Compliance associates who are trained on this Policy) may approve external use requests.

Why doesn't Gartner let me use a verbatim quote about my company from expert-opinion research?

Company-specific quotes may appear endorsing when used outside of their original context and in provider materials. This could compromise Gartner's objectivity.

Why won't Gartner allow me to include the Gartner logo, reference to Gartner expert-opinion research or a link to our licensed reprint in my email signature?

This rule exists to delineate your brand from the Gartner brand. We consider everything under your closing salutation to represent your company's branding.

Why do I need to purchase reprint distribution rights for some graphics and not others?

Graphics that list, recognize, or evaluate providers must include the full report for the complete context and analysis so end users can make informed purchasing decisions.

What is "Gartner Foundational" research?

Gartner Foundational research consists of published documents that have been reviewed at the time they would normally be archived and deemed to remain relevant and timely (for example, it has not been superseded by more up-to-date research).

Is this Policy offered in any other languages?

Yes. This Policy is currently available in English, [Japanese](#) and [Chinese](#).

I'd like to quote from a Gartner Peer Insights review. May I correct obvious typos?

Yes, if you link back to the original review and indicate that it has been corrected (for example, using brackets to fix spacing errors or typos in acronyms). You may not make any changes that alter any substance of reviews.

What is the proper way to refer to Gartner?

See [Describe Gartner and Gartner Peer Insights appropriately](#) under [The Essentials](#).

Content Compliance Policy (continued)

FAQ

I reported suspected misuse; will you update me on the outcome? Will you publicize or disclose that I brought it forward?

Thank you for alerting us to the suspected misuse and helping Gartner maintain our objectivity. Our standard practice is to keep all interactions confidential, unless we are compelled by legal obligation to disclose it. Remember, just because we don't publicize the imposed penalties does not mean that Content Compliance did not investigate and take action that we felt was necessary to rectify the misuse. If the misuse is especially egregious, we may create a post about it for the Ombuds blog.

We do not disclose the identities of those who bring forward suspected misuse, unless we are compelled by legal obligation to disclose them. Gartner Content Compliance alerts individuals who bring forward suspected misuse when the issue has been addressed.

What happens if I don't comply with the Policy?

This depends on the severity of the misuse (see the [Misuse Assessment Guide](#)).

Why do I have to comply if my competitors don't?

They do, too! If you suspect misuse, please report it [online](#). We will investigate and take action that we feel is necessary to rectify the misuse.

How do I report suspected misuse?

Please use our [online submission form](#).

EXHIBIT 2

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

Nicole Mandeville

DIRECTOR

161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

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

Date: October 3, 2023

TO: James McGuire, Contract Negotiator
Office of Chief Procurement Officer

FROM: *Jeanetta Cardine*
Jeanetta Cardine, Contract Compliance Deputy Director
Office of Contract Compliance

RE: MBE/WBE Goal Recommendation
Contract No: 2327-09191
Information Technology (IT) Consulting and Advisory Services
Estimated Value: \$3,135,511
Term: Three (3) Years with Two (2) One (1) Year Extension Options
Professional Services
Bureau of Technology (BOT)

The Office of Contract Compliance is recommending a 0% MBE and 0% WBE participation goal for the above referenced bid solicitation. Goal recommendations are based on information such as the Scope of Work, the Estimated Project Cost, the current availability of certified M/WBE's in the marketplace to provide the goods and/or services necessary to fulfill the contract requirements, and with the consultation of the User Agency depending on the nature of the scope.

Should you have any questions, please contact David Bowman, Contract Compliance Officer at 312-603-6998.

JC/db

CC: Hema Sundaram, BOT

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/26/2023

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. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Gartner, Inc. 56 Top Gallant Road PO Box 10212 Stamford CT 06904-2212 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B: National Fire Ins. Co. of Hartford</td><td>20478</td></tr><tr><td>INSURER C: Valley Forge Insurance Co</td><td>20508</td></tr><tr><td>INSURER D: American Casualty Co. of Reading PA</td><td>20427</td></tr><tr><td>INSURER E: AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER F: National Fire & Marine Ins Co</td><td>20079</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Continental Insurance Company	35289	INSURER B: National Fire Ins. Co. of Hartford	20478	INSURER C: Valley Forge Insurance Co	20508	INSURER D: American Casualty Co. of Reading PA	20427	INSURER E: AIG Specialty Insurance Company	26883	INSURER F: National Fire & Marine Ins Co	20079
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INSURER E: AIG Specialty Insurance Company	26883														
INSURER F: National Fire & Marine Ins Co	20079														

COVERAGES **CERTIFICATE NUMBER:** 570100931500 **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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6081135048	06/30/2023	06/30/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	6081318420	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		Y	6011488543	06/30/2023	06/30/2024	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	585006231 AOS 585006276 CA	06/30/2023	06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
					06/30/2023	06/30/2024	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
E	E&O - Miscellaneous Professional-Primary			012328189 Cyber/Privacy/Claims SIR applies per policy terms & conditions	06/30/2023	06/30/2024	Professional Liab. Cyber Retention	\$10,000,000 \$10,000,000 \$2,500,000

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

Cook County is included as Additional Insured in accordance with the policy provisions of the General Liability and Umbrella Liability policy.

A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policy.

General Liability, Workers Compensation and Umbrella Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

General Liability, Workers Compensation and Umbrella Liability evidenced herein is Non-Contributory to other insurance

CERTIFICATE HOLDER Cook County Office of the Chief Procurement Officer (OCPO) 161 N. Clark St, Suite 2300 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 <i>Aon Risk Services Northeast, Inc.</i>
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**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Gartner, Inc.	
POLICY NUMBER See Certificate Numbe 570100931500			
CARRIER See Certificate Numbe 570100931500	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

available to an Additional Insured, but only in accordance with the policy's provisions.

EXHIBIT 4

Certification for Consulting or Auditing Services



**COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES**

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

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 to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: Gartner, Inc.

ADDRESS: 56 Top Gallant Road

TELEPHONE: (203) 964-0096

CONTACT NAME: David Vixama

CONTACT EMAIL: ama.contractadmin@gartner.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

AFFILIATE 1: N/A

AFFILIATE 2: N/A

AFFILIATE 3: N/A

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 2327-09191
- b. The Contractor is providing the following type of Services: ☐ Auditing or ☒ Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Cook County BoT, CFO, Assessor, Circuit Court, Sheriff
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? ☐ Yes or ☒ No
If yes, please state the other Contract Number(s) and the Nature of Services.

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature

Name (Type or Print)

David Vixamca

Title

Sr. Manager

Date

11/10/2023

EXHIBIT 5

Cook County Travel and Business Expenses Policy and Procedures



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

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I. GENERAL PROVISIONS

A. Overview

Applicable law provides that Employees and Officials are entitled to reimbursement for certain business and travel expenses.¹ This policy sets forth the business and travel expense reimbursement policy for the County of Cook (“County”), and it establishes guidelines for the reimbursement of authorized and Necessary Business Expenses incurred on behalf of the County. The County will not reimburse Employees and Officials for expenditures that do not comply with the provisions of this policy.

B. Purpose

The purpose of this policy is to provide guidelines for the payment of authorized and Necessary Business Expenses that cannot be obtained using the methods provided in the Cook County Procurement Code, and to enable Employees and Officials to successfully execute their Local and Non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County. The Chief Financial Officer (or designee) may be contacted for clarification as needed.


C. Intent

This policy is intended to be interpreted consistent with and subject to applicable law and other related County policies. *See Related Policies* below. It supersedes all previous policies and/or memoranda that may have been issued from time to time on subjects covered in this policy or other policies that may contain provisions related to reimbursement for business and travel expenses. This policy is not intended for tuition reimbursement. *See Related Policies*. This policy is not intended to supersede or limit the County from enforcing programs or provisions in any applicable collective bargaining agreement.

D. Severability

If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

¹ See Illinois Wage Payment and Collection Act, 820 ILCS 115/9.5.

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E. Jurisdiction

The Cook County Chief Financial Officer, in consultation with the Director of Budget and Management Services (“Budget”) and the Comptroller are authorized to develop and issue policies and procedures for business and travel expense reimbursement.

F. Areas Affected

This policy and the procedures associated with this policy applies to all elected and appointed Officials and Employees in departments, offices, institutions or agencies of the County, including but not limited to the offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System (“CCH”), Cook County State’s Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority (“Land Bank Authority”), and the Public Administrator (hereinafter, “Agencies” or “Agency”) who incur Necessary Business Expenses while conducting official business on behalf of the County.

G. Nondiscrimination

Cook County prohibits the discriminatory application, implementation, or enforcement of any provision of this policy based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity or housing status, or any other protected category established by law, statute, or ordinance.

H. Definitions

For purposes of this policy, the following terms shall be given the following meanings as set forth below:

Affidavit for Lost Receipts means the form submitted by the Employee or Official to request reimbursement of eligible Necessary Business Expenses when itemized receipts or other proof of expense and payment is not available due to being lost or stolen.



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

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Agency or Agencies means offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System, Cook County State's Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority, and the Public Administrator.

Alternative Worksite means an employee's work location other than the County employee's Official Worksite. This definition may include an Employee or Official's residence when telecommuting or may include the location of a field assignment or 3rd party meeting in certain circumstances.

Appropriate Authorizing Party (or designee) means the Employee or Official authorized to commit County resources and to preapprove expenses for purposes of reimbursement and to approve reimbursements under this policy, per section (J)(1)(c) below.

Appropriated Funds or Funding means money allocated by legislation passed by the Cook County Board of Commissioners and signed by the President of the Board of Commissioners, whether from an annual appropriation, multi-year appropriation, appropriated user fee, mandatory appropriation, or reimbursements from such appropriations, etc.

Business and/or Travel Expense Reimbursement Form means the reimbursement form submitted by the Employee or Official to the Appropriate Approving Party for authorization of expense reimbursement.

Common carrier means Non-local travel by airplane, train (i.e., Amtrak, or similar), bus (i.e., Greyhound, or similar).

Commuting means travel between the Official's or Employee's residence and the Official's or Employee's Official Worksite.

County means Cook County.

County vehicle means travel by pool fleet or similar.

Employee means an individual employed by an Agency.



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

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Local travel means travel within a 60-mile radius from the Official's or Employee's Official Worksite, for official County business.

Necessary Business Expenses mean authorized out-of-pocket expenses or losses that are incurred by the Official or Employee in the discharge of employment or official duties, that inure to the primary benefit of the County and can't be procured under the County's Procurement Code or Direct Pay Policy. The County will not be responsible for losses or expenses incurred due to an Employee's or Official's own negligence, losses due to normal wear, or losses due to theft unless the theft was due to the County's negligence.

Non-local travel means travel in excess of a 60-mile radius from the Official's or Employee's Official Worksite, for official County business.

Personal leased vehicle means travel by a leased vehicle, or similar, that is not a vehicle that is leased by the County as part of the County's fleet.

Personally owned or Personal vehicle means travel by a vehicle that is personally owned by the Employee, Official, or similar.

Official Worksite means the worksite to which the Official or Employee is typically assigned.

Pre-Authorization Form means the form submitted by the Requester seeking reimbursement for a Necessary Business Expense.


Public transportation means local travel by CTA, Pace, Metra, or similar.

Rental Car means travel by vehicle hired from a car rental agency for a short period of time during Non-local official County business.

Requester means the Employee or Official seeking reimbursement.

Ride share or ride sharing means travel by Taxi, Shuttle, Lyft, Uber, Divvy, Zip Car, or similar.

Transportation Expense Voucher means a mileage reimbursement voucher for authorized use of personally owned vehicles in the conduct of official County business.

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I. Responsibilities of Employees, Management, and County Officials

Employees and Officials requesting Necessary Business Expense reimbursements are responsible for ensuring that the reimbursement request is truthful and accurate, complies with all applicable policies, is properly authorized before the expense is incurred, and is supported by the required receipts and documentation. Strict conformance with this policy is required to ensure eligibility for reimbursement when incurring expenses on behalf of the County and/or requesting expense reimbursements. Fraudulent or improper submissions for reimbursement may lead to disciplinary action or ethics fines/penalties. In addition, using or attempting to use this expense reimbursement policy when an Employee or Official should be using the Procurement Code process to purchase items or services on behalf of the County may lead to the expense being ineligible for reimbursement.

Moreover, any Employee or Official who receives an unauthorized or an erroneously issued reimbursement payment from the County, must immediately return such payment within thirty (30) days from the time the Employee or Official has become aware of the unauthorized or erroneous reimbursement or notice from the Comptroller's Office or the Budget Office. Failure to comply with this provision will result in disciplinary or other appropriate action depending on the Employee(s) or Officials(s) involved and the specific circumstances. In the event repayment is made by an Employee or Official through payroll deduction, the Comptroller's Office will handle in accordance with its procedures for payroll deductions.

Strict adherence to the County's Code of Ethical Conduct and Office of the Independent Inspector General Ordinance is required. Expenditures that do not comply with the County's Ethics Ordinance or Office of the Independent Inspector General Ordinance and this policy shall be denied and may be referred to the Board of Ethics or Inspector General for investigation. For example, expenditures made in connection with "prohibited political activity," as defined in section 2-562 of the Cook County Code, shall not be reimbursed.

Each Appropriate Authorizing Party is responsible for ensuring that all expenditures made on behalf of the County comply with all applicable policies. Additionally, each Appropriate Authorizing Party is accountable for the appropriate use of County funds and must verify that all Necessary Business Expenses are budgeted and charged to the proper account(s). In addition, before approving any expense reimbursement, the Authorizing Party must ensure that the requesting Employee or Official received pre-authorization to incur the expense where required, the expense is legitimate, properly documented, and, if proper procedures are not followed, not approving the reimbursement request. Failure to adhere to these



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

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obligations may result in appropriate corrective action, including but not limited to disciplinary action, depending on the Employees(s) or Official(s) involved and the specific circumstances.

The Chief Financial Officer has designated the Director of Budget and Management Services to monitor County practices to ensure compliance with, and answer questions concerning, the information presented in this policy.

J. Policy and Procedures

- I. General. The County has a fiduciary responsibility to ensure County resources are used responsibly and that Employees and Officials do not incur inappropriate or excessive expenses or gain financially from the County. Necessary Business Expenses will be reimbursed in accordance with IRS guidelines and with the provisions of this policy, provided there is sufficient funding for this purpose in the Department's budget and doing so would not circumvent the Cook County Procurement Code. A Necessary Business Expense must have a clear and legitimate business purpose. All out of country travel-related expenditures will conform to the IRS guidelines and the U.S. General Services Administration whenever possible. See, <https://www.gsa.gov/travel-resources>. Where compliance with IRS and the U.S. General Services Administration guidelines cannot be met, approval of such expense must be documented by the Appropriate Authorizing Party. Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed.
 - (a) *Appropriated Funding*. Expenditures shall be charged to the appropriate account of the department incurring the expense, as designated in the department's annual appropriation.
 - (b) *Grant requirements*. Expenditures connected to and/or funded by a grant (or contract) shall be made in accordance with the grantor's requirements, and reimbursement will be made at the rate specified by the grant (or contract), or if no specified rate, at the County's rate defined by this policy.
 - (c) *Appropriate Authorizing Party*. Necessary Business Expenses using the Pre-Authorization Form must be submitted for pre-authorization to the Requester's:



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

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- (1) Department Head, if requested by an Employee within the Department Head's Department except where the Bureau Chief has indicated by internal memo or policy that Bureau Chief approval is required;
- (2) Bureau Chief, if requested by a Department Head;
- (3) Chief of Staff, if requested by a Bureau Chief;
- (4) Employing Official, if requested by a Chief of Staff or
- (5) Where there is no person in a higher-level position within the Requester's organizational chart to authorize the expense, such as an Official, the reimbursement request shall be referred to the Agency's Chief of Staff, where applicable or the Budget Director if the Agency does not employ a Chief of Staff for pre-authorization.

Individuals are strictly prohibited from authorizing their own requests to incur and be reimbursed for a Necessary Business Expense. The Appropriate Authorizing Party must confirm there is available funding in the Agency's appropriated annual budget prior to approving the Pre-Authorization Form.

- (d) *Tax Exempt Status.* Expenditures must exclude sales tax to the extent permitted under law. Tax exempt certificates may be requested in advance of expenditures through the Office of the Chief Procurement Officer by emailing taxexemptrequest@cookcountyil.gov. Use of vendors who will not accept tax exempt certificates are prohibited absent exigent circumstances.

II. INELIGIBLE EXPENSES

The following expenses are **not** Necessary Business Expenses and shall **not** be reimbursed under this policy:



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

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- A. Expenditures made in connection with “prohibited political activity,” as defined in section 2-562 of the Cook County Code or that violate the Ethics Code, 2-560 et. seq.;
- B. Expenses incurred without proper pre-authorization unless otherwise approved in writing by the Appropriate Authorizing Party;
- C. Expenses incurred in excess of the allowable limits in this policy unless otherwise approved in writing by the Appropriate Authorizing Party as set forth herein;
- D. Expenses for leasing or purchasing items for workspace/office, such as furniture, technology equipment, computer hardware or software, cell phones, electronic services or support, or decorative items. To the extent that items, furniture, technology equipment, computer hardware or software, and/or equipment are needed because of or based on an ADA reasonable accommodation request, please refer to the Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities.
- E. Expenses incurred in connection with normal commuting between home and work, including but not limited to mileage, parking, and toll expenses;
- F. Expenses for personal meals or other food or drink items while remaining local and not traveling out of the County on official business;
- G. Traffic citations, parking tickets, and other fines, fees, penalties, or costs related to parking or moving violations;
- H. Lost or stolen cash or personal property;
- I. Monthly payments for leasing personal vehicles, except payments for vehicles leased by an Official for both business and personal use (with reimbursement amount limited to the portion



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

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expended for business use) in accordance with Cook County Ordinance Section 34-40 and approved by the Appropriate Authorizing Party;

- J. Personal calls;
- K. Personal items, including but not limited to toiletries, luggage, clothing, medications, appliances, and decorative items;
- L. Personal entertainment items, including but not limited to, magazines, books, movie rentals, and event tickets (sporting, theater, musical, etc), and/or recreational activities;
- M. Alcoholic beverages, tobacco products or controlled substances;
- N. Food, except as permitted pursuant to Sections III.A. and III.B. below;
- O. Supplies for office events;
- P. Sponsorships or donations;
- Q. Kitchen textiles (e.g. napkins, cups, utensils, etc.);
- R. Appliances (e.g. microwaves, refrigerators, toasters);
- S. Sporting goods;
- T. Flowers, gift cards, and gifts, or similar types of costs;
- U. Credit card or other late fees due to the Employee's or Official's actions;
- V. Charges related to modifications to travel arrangements, including but not limited to itinerary changes or cancellations, unless such change or cancellation is based on an exigent circumstance



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not within the Employee's or Official's own making and for which the Employee or Official is unable to receive a reimbursement or credit against the travel arrangement;

- W. Convenience fees, including but not limited to, early check-in, late check-out, and TSA pre-check;
- X. Hotel incidentals, such as, but not limited to, room upgrades, room service, health club fees, in-room entertainment fees, and laundry fees;
- Y. Flight insurance or other supplemental travel insurance;
- Z. Guest travel costs and expenses;
- AA. International travel, without written pre-authorization from the Appropriate Authorizing Party and the Budget Director, as applicable;
- BB. Personal portions of a trip combined with business travel, including but not limited to extended stays and travel to/from other destination(s);
- CC. Upgrades, including but not limited to, special "club" floors or access, seat or cabin upgrades, premium fuel, premium rides, valet parking; and,
- DD. Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

III. ELIGIBLE REIMBURSABLE NECESSARY BUSINESS EXPENSES

The following expenses are considered Necessary Business Expenses that are eligible for reimbursement contingent on compliance with this policy.

A. Food Supplies

Appropriated Funds shall not be used to purchase food, except in the following limited circumstances.

- I. Ceremonial Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored, public facing ceremonial events when it has been determined that such food would materially enhance the event in furtherance of the objectives of the event is permissible.



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2. Budget Hearings and Board Meetings: The use of Appropriated Funds by the Secretary to the Board to provide food for Officials and Employees actively participating in budget hearings or board meetings, to facilitate the efficient and timely resolution of such hearings before the Board of Commissioners, is permissible.
3. Community Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored community engagement events when it has been determined that such food would materially enhance public participation in furtherance of the objectives of the event is permissible.
4. Employee Morale Events. The use of Appropriated Funds to provide light refreshments, such as snacks and beverages or to provide lunch, for Officials and/or Employees scheduled to boost Employee morale or in recognition of Employees when it has been determined by the hosting Agency that such food would materially enhance participation and boost morale in furtherance of the objectives of the event is permissible. Employee morale events may be hosted occasionally and the cost of any such event is limited to \$20 per person.
5. Trainings: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages for training events, or meals at full-day or after hour training events hosted by an Agency is permissible.

B. Registration Fees

Registration fees for non-County government conferences, meetings, seminars, training sessions, professional development, continuing education related to professional licensing requirements or similar events may be reimbursed. Reimbursements may include the cost of any food included in the registration fee. Every effort should be made to take advantage of early registration or group rate discounts. Employees and Officials must execute their registration in accordance with Section IV. below.

C. Professional Licensing Fees and Certifications

Licensing, registration or certification fees that are related to and required by federal, state or local statutes and ordinances that are required as a condition of being hired and holding an employee's position may be



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reimbursed. Employees and Officials must execute reimbursements for such requests in accordance with Section IV. below.

D. Travel Expenses

In order for an Employee or Official to be eligible for reimbursement for travel expenses, all travel for official County business should be prudently planned so that the County's best interests are served at the most reasonable cost considering travel time and work requirements. Employees and Officials should make best efforts to execute their Local and Non-local travel requirements at the lowest reasonable costs to the County by purchasing ticket(s) in advance, searching for lowest prices, requesting the government rate where available or utilizing a travel agent, etc.

- I.* Types of Travel that are Eligible for Reimbursement. The County recognizes the following activities as appropriate travel purposes for official County business:
 - (a) Delivery of legislative testimony or address legislative agenda;
 - (b) As a stipulation or condition of grant funding or otherwise required for County or federal certification;
 - (c) Presentation on behalf of the County at a conference, meeting, seminar, training session, or similar;
 - (d) Financial or tax audit;
 - (e) Site visit or operational evaluation related to Agency improvement efforts;
 - (f) Court proceeding or case preparation, where the Employee is appearing on behalf of the County or the Employee needs to engage in witness preparation, investigation or take depositions.
 - (g) Law enforcement, building and zoning, revenue, ethics, environmental, medical examiner or other investigation approved by the Appropriate Authorizing Party; and



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- (h) Attendance at a conference, meeting, seminar, training session, or similar, provided that the topic is of critical interest to the County; representation at the event is in the best interest of the County; and the topic is related to an Employee's or Official's professional development. Agencies should attempt to limit the number of attendees by event.
- 2. Modes of Local Travel. Authorized modes of transportation for Local Travel include: (1) public transportation; (2) County vehicles; (3) taxi, ride sharing; and (4) Personally owned or Leased vehicles (approved by the Appropriate Authorizing Party).
- 3. Modes of Non-local Travel. Authorized modes of transportation for Non-local travel include County vehicles, Personally owned or Leased vehicles if approved by the Appropriate Authorizing Party, Rental Car, and Common Carriers.
- 4. General rule for travel. Travel expenses are eligible for reimbursement provided that the least expensive mode of transportation is used, considering travel time, cost, and work requirements unless otherwise approved by the Appropriate Authorizing Party. Please note that employees who receive a stipend are not eligible for mileage reimbursement.
- 5. Eligible Local Transportation Reimbursable Expenses: Local travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.
 - (a) *Travel by County vehicle*. When the Employee or Official uses a County vehicle, only fuel, parking, and toll expenses are eligible for reimbursement.
 - (b) *Travel by taxi or ride share*. When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the metered fare, whichever amount is greater.
 - (c) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related

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transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed will be calculated using the County's Transportation Expense Voucher System (TEVS) to prepare a mileage reimbursement voucher which can be found at (<https://apps.cookcountyil.gov/voucher/public/>). The voucher shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.

- i. Normal commuting to and from the Employee's or Official's Personal residence and their Official Worksite or an Agency pre-approved Alternative Worksite is not eligible for mileage reimbursement. However, if the mileage to an Alternative Worksite is greater than the normal commute to and from the Official Worksite, then the Employee or Official is entitled to reimbursement for mileage in excess of their normal commute.
- ii. When approved Local Travel is required during the workday, the Employee or Official is entitled to reimbursement for the mileage to and from the Official Worksite or Alternative Worksite and the site(s) visited. Only the most direct route mileage (mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed in the mileage calculator) from the Official Worksite where applicable to the site(s) visited and back to the Official Worksite will be reimbursed.
- iii. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Local Travel, including such items as gasoline, oil, maintenance, repairs, etc.
- iv. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle and submit a copy of these insurance policies to the appropriate personnel within



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their department. The Employee or Official's personal insurance is primary in the event of an accident.

6. Eligible Non-Local Transportation Reimbursable Expenses: Non-Local Travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.
 - (a) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed will be calculated using the mileage calculator in the [Transportation Expense Voucher System \(TEVS\)](#), which shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.
 - i. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Non-local Travel, including such items as gasoline, oil, maintenance, repairs, etc.
 - ii. The mileage reimbursement per trip may not exceed the cost of the lowest available non-stop, roundtrip airfare to/from the destination.
 - iii. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle.
 - (b) *Travel by Rental Car*. Travel by Rental Car is limited to Non-local travel requiring an overnight stay and must be supported by an itemized receipt which lists the date, time, location of the rental, rental rate, and vehicle class. The choice of vehicle class must be reasonable based on the circumstances. When the Employee or Official uses a rental car, only daily



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rental rates, taxes, surcharges, car rental insurance, fuel, parking, and toll expenses are eligible for reimbursement.

- (c) *Travel by Common Carrier.* Travel by common carrier is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, point of origin and destination, fare class purchased, and any other related costs for each leg of the trip. When the Employee or Official uses a common carrier, only the fare, taxes, surcharges, and any standard baggage fees are eligible for reimbursement. The fare reimbursement will be based on the most economical fare available that meets the requirements of the Employee's or Official's agenda.
- (d) *International travel.* All international travel is subject to pre-authorization by the Appropriate Authorizing Party and Budget Director. Employee's and Official's shall convert all foreign expenses to U.S. currency at the exchange rate applicable when the expense was paid and reflect the expenses incurred in U.S. dollars on the Business and/or Travel Expense Reimbursement Form. Official documentation of the exchange rate(s) applied to the expenses incurred, published at <https://www1.oanda.com/currency/converter/> must accompany all receipts.
- (e) *Meal and incidental expense reimbursement.* Meal and incidental expense reimbursements are limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the date, time, location of the purchase, and detail every individual item included on the bill. Examples of reimbursable incidental expenses may include necessary internet connection fees or cellular phone charges related to official business. Employee's and Official's will receive the lesser of the actual costs or the current federal travel allowance for meals and incidental expenses, including taxes and gratuity, which is capped at no more than 20% of cost of meal, published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Gratuity for baggage handling is reimbursable so long as the cost is reasonable and does not exceed \$5.00 per handling. Reimbursement for meals and incidental



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expenses shall be limited to the expenses incurred during the time spent traveling for County business. 75% of the expenses submitted for reimbursement on the first and last days of travel, and 100% of the expenses on the other days.

- (f) *Lodging reimbursement.* Lodging reimbursement is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, location of the lodging, and detail every individual item included in the bill. Travelers will receive the lesser of the actual costs or the current federal travel allowance for lodging published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates> unless the increased rate is approved by the Appropriate Authorizing Party.
- (g) *Reimbursement for taxi or ride share.* When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the ride - whichever amount is greater.

- E. **Business needs that cannot be obtained using the methods provided in the Cook County Procurement Code.** On occasion, necessary business needs are unable to be met using the methods provided in the Cook County Procurement Code. The Official or Employee incurring these expenses must demonstrate it is a Necessary Business Expense with a clear and legitimate business purpose. For technology-related necessary business expenses, the Official and Employee incurring the expense must also demonstrate compliance with the Bureau of Technology's Concurrence Process or other similarly applicable policy.
- F. **Miscellaneous.** Any other Necessary Business Expense or loss incurred within the Official's or Employee's scope of employment or related to telecommuting and directly related to services

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performed for the employer as permitted under Illinois Wage Payment and Collection Act, 820 ILCS 115 et. seq.

IV. **PROCESS FOR REQUESTING PRE-AUTHORIZATION FOR ELIGIBLE NECESSARY BUSINESS EXPENSES AND SEEKING REIMBURSEMENT**

- A. **General:** Being reimbursed for a Necessary Business Expense reimbursement is contingent on compliance with the provisions of this policy; obtaining the appropriate pre-authorization; and completion and timely submission of the appropriate forms with supporting documentation, including but not limited to original receipts. Receipts must be legible; electronic copies including clear photographs of receipts will be accepted as originals. Where supporting documentation does not exist or is missing or lost, the Employee or Official shall submit the Affidavit for Lost Receipts form regarding any such receipts.
- B. **Pre-Authorization to Incur a Necessary Business Expense:** Employees and Officials are required to obtain pre-approval before incurring any Necessary Business Expense by submitting the Pre-Authorization Form to the Appropriate Authorizing Party, and in the case of international travel, the Pre-Authorization Form must also be submitted to the Budget Director. Employees and Officials shall request authorization to incur a Necessary Business Expense using the Pre-Authorization Form at least thirty (30) calendar days in advance of having to incur the expenditure or loss so the Appropriate Authorizing Party has an opportunity to assess and potentially approve the request in accordance with this policy. If the pre-authorization or the thirty (30) day period is not practicable, the Requester must provide a justification on the Pre-Authorization Form and/or Reimbursement Form for deviating from the 30 day requirement.

I. Eligible Necessary Business Expenses other than travel.

The Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by:

- i. the details of the expense(s) to be incurred, including the amount and when and where the purchase or expense will be made;
- ii. the reason and purpose of the purchase or expense; and



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iii. why the item is not being purchased using the methods provided in the Cook County Procurement Code.

2. Travel Expenses.

(a) To request Local or Non-local travel authorization, the Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by an agenda and estimate of travel costs. The Documentation regarding anticipated meal and lodging costs shall be included along with the current federal travel allowance for lodging and per diem meal rates published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

(b) For regularly re-occurring Local or Non-local travel that would be considered a Necessary Business Expense, the Appropriate Approving Party has the discretion to establish a process to pre-approve such travel.

C. **Appropriate Authorizing Party.** To authorize incurring Necessary Business Expenses, the Pre-Authorization Form must be reviewed and approved by the Appropriate Authorizing Party. By signing the Pre-Authorization Form, the Appropriate Authorizing Party certifies:

1. the expenditure is a Necessary Business Expense as provided by this policy, including the appropriateness of the expenditure and the reasonableness of the amount;
2. the Requester has submitted a completed and accurate Pre-Authorization Form with required supporting documentation; and
3. Appropriate Funding is available to pay for the expense.

In addition, if the Appropriate Authorizing Party determines that the requested expenditure is not necessary or should be requested through the Procurement Code process, then the Employee or Official shall not incur the expense on the County's behalf and will not be entitled to reimbursement under this policy.



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D. Submission of Reimbursement Requests, Review and Approval.

1. All requests seeking reimbursement, with the appropriate supporting documentation and Business and/or Travel Expense Reimbursement Form, must be submitted to the Appropriate Authorizing Party within 60 calendar days of the later of (1) incurring the expense or (2) the business purpose, travel, or event has occurred. By signing the Business and/or Travel Expense Reimbursement Form, the Requester attests to its truthfulness and assumes personal responsibility for its accuracy.
2. Submission of the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party shall also include:
 - (a) A copy of the approved Pre-Authorization Form;
 - (b) Copies of itemized receipts for all expenses; and
 - (c) If a receipt is lost or does not exist, the Requester needs to complete the Affidavit for Lost Receipts Form to attest to the incurring of such expense and why no documentation is being submitted to support the particular expense reimbursement request.
3. Within 21 calendar days of receipt of the Business and/or Travel Expense Reimbursement request, the approved request by the Appropriate Authorizing Party and the supporting documentation shall be sent by the Appropriate Authorizing Party to the department's assigned Budget Analyst in Budget. By approving the reimbursement request and forwarding to the Budget Analyst, the Appropriate Authorizing Party certifies the appropriateness of the expenditure and the reasonableness of the amount; the availability of Appropriated Funds; compliance with applicable reimbursement policies; and completeness of supporting documentation.
4. Review of all requests for reimbursement shall be timely made by Budget. Upon review, Budget will approve the request, return the request to the Appropriate Approving Party for correction or supplementation (i.e., credit card statement and Affidavit for Lost Receipts Form, in the event of lost receipts), or deny the request as not being in compliance with



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this Policy. If approved, Budget will submit the reimbursement request to the Comptroller's Office for payment and copy the Appropriate Authorizing Party regarding the payment request. Failure to timely correct or supplement a request for reimbursement as required by Budget shall result in denial of reimbursement.

5. Timing and method of reimbursement payment. Employees or Officials will receive authorized reimbursements as part of their next regular paycheck during the pay period following the expense having been incurred, and the reimbursement request being processed, provided compliance with this Policy and the procedures established herein. Advanced payments to the requestor are strictly prohibited under this policy.

E. Resources

General information concerning this Policy may be obtained by contacting the Chief Financial Officer (or designee).

F. Related Policies

- The Cook County Procurement Code
- The County's Vehicle Collision Policy
- The County's Fuel Use Policy
- The County's AVL GPS Policy
- The County's Vehicle Policy
- Applicable Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities
- Applicable Agency Telecommuting Policy
- Applicable Agency Tuition Reimbursement Policy
- The County's Ethics Ordinance

G. Non-Compliance

Failure to comply with the provisions of this policy may result in denial of reimbursement and/or subject an Employee or Official to discipline, up to and including discharge, in accordance with the personnel rules and/or collective bargaining agreement, if applicable, and ethics fines or penalties.

EXHIBIT 6

Identification of Subcontractors/Suppliers/Subconsultants

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

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

Bid/RFP/RFQ No.: 2327-09191	Date: 09/29/2023
Total Bid or Proposal Amount: \$3,135,441.00	Contract Title: IT Consulting and Advisory Services
Contractor: Gartner, Inc.	Subcontractor/Supplier/ Subconsultant to be N/A added or substitute:
Authorized Contact for Contractor: Suchita Bedi	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): suchita.bedi@gartner.com	Email Address (Subcontractor):
Company Address (Contractor): 56 Top Gallant Road	Company Address (Subcontractor):
City, State and Zip (Contractor): Stamford, CT 06902-770	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): +1-203-964-0096	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates 12/1/2023 - 11/30/2026 (Contractor):	Estimated Start and Completion Dates (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
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.**

Gartner, Inc.

Contractor _____
 Name Karoline Bonacci
VP, Contracts
 Title _____


 Prime Contractor Signature  Date October 9, 2023

EXHIBIT 7

Board Authorization



Board of Commissioners of Cook County Master

118 North Clark Street
Chicago, IL

File Number: 23-4635

File ID: 23-4635

Type: Contract (Technology)

Status: Approved

Version: 1

Presenters F. Thomas
: Lynch

Agency: Technology and
Innovation
Committee

File Created: 08/28/2023

File Name: Gartner Contract 2023

Final Action: 11/16/2023

Agenda Item: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Gartner, Inc., Chicago, Illinois

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

Good(s) or Service(s): Customized strategic planning meetings, access to technical and strategic conferences and workshops.

Contract Value: \$3,135,441.00

Contract period: 12/1/2023 - 11/30/2026 and two (2) one-year renewal options

Potential Fiscal Year Budget Impact: FY24: \$979,039; FY25 :\$1,043,714; FY26: \$1,112,688

Accounts: 11000.1009.10155.520835.00000.00000(BOT)- other elected offices will use their own funding

Contract Number(s): 2327-09191

Concurrence(s):

The Contract Specific Goal set on this Contract is Zero.

The Chief Procurement Officer concurs.

TECHNOLOGY: N/A

Summary: The Bureau of Technology is requesting authorization by the Board of Commissioners to approve a contract for membership for Gartner Executive Program for CIO and their teams receive the tools, insights and knowledge needed to develop and execute strategies, stay on top of new technology trends and best practices, and deliver exceptional business results. This reference contract will enable the Bureau of Technology, OUP Chief Financial Officer, and the Assessor's Offices to utilize Gartner executive program membership services.

There are many benefits to the professional membership, such as:

1. Leverage world-class expertise - through on-site briefings, workshops, and strategic consultations
2. Engage with Experts - Get answers via inquiries, briefings, and contract reviews
3. Attend engaging conferences - Stay ahead of emerging trends, network, hone the strategy and expand on our vision
4. Connect with peers - Exchange ideas with colleagues in a global community of more than 7,500 leaders
5. Receive personalized services - Gartner service delivery team provides strategic insights and advice on Cook County top priorities
6. Access to conferences focusing on technical topics as well as emerging technologies

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Gartner was previously awarded a contract by the State of Michigan through a Request for Proposal (RFP) process. Cook County wishes to leverage this procurement effort.

Notes:

Sponsors:

Enactment Date:

Attachments: Form E_Gartner08232023_ji

Enactment Number:

Contact:

Hearing Date:

Drafter: Mariejoelle.Isidore@cookcountyiil.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Commissioners	10/19/2023	refer	Technology and Innovation Committee			Pass
1	Technology and Innovation Committee	11/15/2023	recommend for approval				Pass
1	Board of Commissioners	11/16/2023	approve				Pass

Text of Legislative File 23-4635

EXHIBIT 8

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, 161 N. Clark
Street, Suite 1900, Chicago, IL 60601 or Epay.Support@cookcountyil.gov.**

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 9

Economic Disclosure Statement and Execution Document Index

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
N/A	N/A
_____	_____
_____	_____

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

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

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

Yes: ☐ No: ☒

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

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

Yes: ☐ No: ☒

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Gartner, Inc.

D/B/A: N/A FEIN # Only: 04-3099750

Street Address: 56 Top Gallant Road

City: Stamford State: CT Zip Code: 06902-7700

Phone No.: +1-203-964-0096 Fax Number: +1-866-225-4277 Email: ama.contractadmin@gartner.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

☒ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Please note, no "individual" owns 5% or more of the company		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Eugene A. Hall	Riverside, CT	CEO	Indefinite
Craig W. Safian	Braircliff Manor, NY	SVP, CFO	Indefinite

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Sr. Manager
Title

[Signature]
Signature

11/10/2023
Date

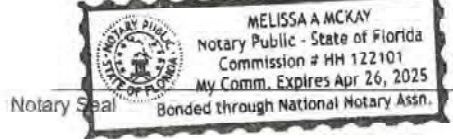
AMA.Contractadmin@gartner.com
E-mail address

1-203-964-0096
Phone Number

Subscribed to and sworn before me
this 10 day of Nov, 2023

My commission expires: 4/26/2025

X [Signature]
Notary Public Signature





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Gartner, Inc.Address of Person Doing Business with the County: 56 Top Gallant Road, Stamford, CT - 06902-7700, USAPhone number of Person Doing Business with the County: +1-203-964-0096Email address of Person Doing Business with the County: ama.contractadmin@gartner.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:
Gartner, Inc.

David Vixama, Sr. Manager, ama.contractadmin@gartner.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2327-09191

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \$3,135,441

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

James McGuire, Sr. Contract Negotiator, james.mcguire@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Matthew Hiltbran, Special Asst for Legal Affairs Bureau of Technology, matthew.hiltbran@cookcountyil.gov

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

Check the box that applies and provide related information where needed

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

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

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

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

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

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

N/A

N/A

N/A

N/A

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

N/A

N/A

N/A

N/A

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

N/A

N/A

N/A

N/A

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

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

Signature of Recipient

Date

SUBMIT COMPLETED FORM TO:

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2327-09191

County Using Agency (requesting Procurement): BoT, CFO, Assessor

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Gartner, Inc.

Substantial Owner Complete Name: _____

FEIN# 04-3099750

Date of Birth: [REDACTED] E-mail address: ama.contractadmin@gartner.com

Street Address: 56 Top Gallant Road

City: Stamford State: CT Zip: 06902-7700

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: [Signature] Date: 11/10/2023

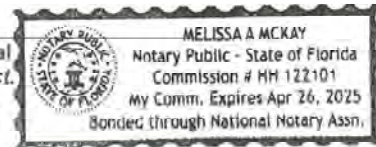
Name of Person signing (Print): David Vixana Title: Sr. Manager

Subscribed and sworn to before me this 10 day of Nov, 2023

X [Signature]
Notary Public Signature

Notary Seal

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



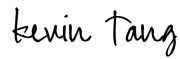
CERTIFICATE OF AUTHORITY

I, Kevin Tang, the undersigned, hereby certify that I am the GVP, Chief Corporate Counsel of Gartner, Inc., a Delaware corporation (the "Corporation"), and a Director and Assistant Secretary of Gartner Canada Co. ("Gartner Canada") and that David Vixama, in his capacity as Contracts Manager of the Corporation, is hereby authorized pursuant to the Gartner Authority Matrix to sign client contracts (including government contracts) or amendments to client contracts for U.S., Canadian and Puerto Rican commercial and/or government clients on behalf of the Corporation and Gartner Canada, provided, however, that any nonstandard contract or amendment to a contract shall have been pre-approved by the Corporation's legal or contracts department or by the relevant Gartner manager prior to execution.

This Certificate of Authority will remain in effect until 31 December 2023.

Dated this 2nd day of December 2022.

GARTNER, INC.



Kevin Tang
GVP, Chief Corporate Counsel

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

Gartner, Inc.

Corporation's Name

1-203-964-0096

Telephone

Secretary Signature

President's Printed Name and Signature

ama.contractadmin@gartner.com

Email

11/27/2023

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

Subscribed and sworn to before me this

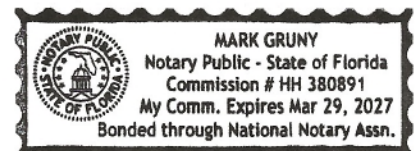
27TH day of NOVEMBER 2023

Notary Public Signature

My commission expires:

3/29/27

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

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: 2023.12.07 10:36:26
-06'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

James Beligratis

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

12-5-23
Date

CONTRACT TERM & AMOUNT

2327-09191

Contract #

December 1, 2023 through November 30, 2026

Two (2) one-year renewal options

Original Contract Term

Renewal Options (If Applicable)

\$3,135,441.00

Contract Amount

November 16, 2023

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
NOV 16 2023
COM _____**

Contract No. 2327-09191
IT Consulting and Advisory Services

Attachment 1

State of Michigan Contract No. 230000000093



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **230000000093**

CONTRACTOR	GARTNER GROUP INC
	6 Top Gallant Rd.
	Stamford, CT 06902
	Chris Tapping
	734-899-7322
	christopher.tapping@gartner.com
	CV0000883

STATE	Program Manager	Mary McGinnis	DTMB
		517-881-7125	
		mcginnism2@Michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

PREQUALIFIED INFORMATION TECHNOLOGY (IT) RESEARCH & ADVISORY SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 16, 2022	November 15, 2027	2 - 1 Year	November 15, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$0.00	\$461,890.33	\$461,890.33		

DESCRIPTION

Effective 12/27/2022, this Contract is hereby increased by \$461,890.33 and the following amendment incorporated to provide licenses for the CTO's Office. \$414,348.00 is for the renewal period of 12/1/2022-11/30/2023 and \$47,542.33 is to cover transition costs for the period of 10/1/2022-11/30/2022.

Funding was approved on the 11/15/2022 Ad Board.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB procurement.

Gartner, Inc. Service Agreement for STATE OF MI-DTMB (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“**Gartner**”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 530 W Allegan St, Lansing, MI 48933-1521. (“**Client**”), and includes the Master Client Agreement (230000000093) between Gartner or Gartner’s parent or affiliate and Client or Client’s parent or affiliate dated NOV-2022 the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

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

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

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	Mary McGinnis, Alex Park, Andrew Hagerty, Andrew Jarvis, Anthony Rodgers, Benjamin Mulka, Beth Jurkovic, Bhaskar Kakulavarapu, Bill Church, Bill Pemble, Blane Perry, Bob Olech, PMP, Bradley Settles, Brandon Philip, Brian LaValley, Brian Pillar, Bryan Holland, Carl Prestel, Cassandra Huguelet, Charity Pearsall	01-OCT-2022	30-NOV-2022		
Gartner for Enterprise IT Leadership Team	Cross Function Member - Infrastructure & Operations	8	David Roach, David Wilson, Dillon Trombly, Jayson Cavendish, Mary McGinnis, Paul Groll, Smruti Shah, Tiziana Galeazzi	01-OCT-2022	30-NOV-2022		
Gartner for Enterprise IT Leadership Team	Leader - Infrastructure & Operations	1	Jack Harris	01-OCT-2022	30-NOV-2022		
				Term Total	(Excluding applicable taxes)		\$47,542.33

Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	Mary McGinnis, Alex Park, Andrew Hagerty, Andrew Jarvis, Anthony Rodgers, Benjamin Mulka, Beth Jurkovic, Bhaskar Kakulavarapu, Bill Church, Bill Pemble, Blane Perry, Bob Olech, PMP, Bradley Settles, Brandon Philip, Brian LaValley, Brian Pillar, Bryan Holland, Carl Prestel, Cassandra Huguelet, Charity Pearsall	01-DEC-2022	30-NOV-2023		
Executive Programs Leadership Team Plus	Leader	1	Jack Harris	01-DEC-2022	30-NOV-2023		
Executive Programs Leadership Team Plus	Advisor Member	3	Jayson Cavendish, Paul Groll, Sunil Polavarapu	01-DEC-2022	30-NOV-2023		
Executive Programs Leadership Team Plus	Cross Function Member	4	Mary McGinnis, David Wilson, Dillon Trombly, Smruti Shah	01-DEC-2022	30-NOV-2023		
				Term Total	(Excluding applicable taxes)		\$414,348.00
				Total Services:	(Excluding applicable taxes)		\$461,890.33

1-2C2LK8GE 2309 FA000380

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs Leadership Team Plus Leader	http://sd.gartner.com/sd_ep_team_plus_leader.pdf
Executive Programs Leadership Team Plus Advisor Member	http://sd.gartner.com/sd_ep_team_plus_advisor.pdf
Executive Programs Leadership Team Plus Cross Function Member	http://sd.gartner.com/sd_ep_team_plus_cf.pdf
Gartner for Enterprise IT Leadership Team Leader	http://sd.gartner.com/sd_eitl_team_leader.pdf
Gartner for Enterprise IT Leadership Team Cross Function Member	http://sd.gartner.com/sd_eitl_team_cf_member.pdf
Gartner for Technical Professionals Advisor Small and Midsize Business Enterprise Access	http://sd.gartner.com/sd_techpro_advisor_smb.pdf



STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management, and Budget
320 S WALNUT STREET, LANSING, MICHIGAN 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000000093**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Gartner, Inc.
	56 Top Gallant Road
	Stamford, CT 06902
	Chris Tapping
	734-899-7322
	christopher.tapping@gartner.com
	CV0000883

STATE	Program Manager	Mary McGinnis	DTMB
		517-881-7125	
		Mmcginnism2@michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		517-898-8102	
		Romeins@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Prequalified Information Technology (IT) Research & Advisory Services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 16, 2022	November 15, 2027	2, 1-year	November 15, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Contract is awarded from RFP #220000002568			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$0.00

CONTRACT NO. 230000000093

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Gartner, Inc. (“**Contractor**”), a Connecticut corporation. This Contract is effective on November 16, 2022, and unless terminated, will expire on November 15, 2027.

This Contract may be renewed for up to 2 additional 1-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:

If to Contractor:

See Contract Administrator information shown below.	Chris Tapping 56 Top Gallant Road Stamford, CT 06902 christopher.tapping@gartner.com 734-899-7322
---	---

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Shannon Romein 320 S Walnut Street Lansing, MI 48933 RomeinS@michigan.gov 517-898-8102	Chris Tapping 56 Top Gallant Road Stamford, CT 06902 christopher.tapping@gartner.com 734-899-7322

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Mary McGinnis 320 S Walnut Street Lansing, MI 48933 Mmcginnism2@michigan.gov 517-881-7125	Chris Tapping 56 Top Gallant Road Stamford, CT 06902 christopher.tapping@gartner.com 734-899-7322

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C**.
7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. Relationship of the Parties. The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. Intellectual Property Rights. If Schedule A, Statement of Work, requires Contractor to create any Contract Activities specifically for the State, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein. Nothing herein shall change the ownership of the Contractor's pre-existing materials and revisions that may be made to such pre-existing materials for the benefit of its customers in general from time to time. The pre-existing materials shall remain the sole and exclusive property of the Contractor and the State is granted a perpetual, irrevocable, worldwide, royalty free, non-exclusive, non-transferable right to use the pre-existing materials for its governmental purposes. Contractor shall have the right to the use of its ideas, concepts, know-how, and techniques acquired or learned in the course of performing the Services, provided that Contractor will not use or disclose any of the States' Confidential Information.

For research and advisory services, Contractor owns and retains all rights to the Services not expressly granted to the State. Only the individuals (each a "Licensed User") named in the Service Agreement which will be attached to a Statement of Work may access the Services. Each Licensed User will be issued a unique password, which may not be shared except as provided by law or State policy. The State agrees to review and comply to the extent provided by law and/or State policy and as otherwise provided below with the *Gartner Usage Policy*, which is accessible to all Licensed Users via the "Policies" section of gartner.com.

Notwithstanding anything to the contrary in Contractor's *Gartner Usage Policy*, or any other terms on Contractor's website(s) or Service Agreement that may be applicable to a product or service purchased under this Contract, the State will not be bound by any terms

requiring indemnification by the State to third-parties; consent to arbitration; provisions regarding audits; provisions regarding remote access to State systems; agreeing to be bound by the laws of another state; or to waive any claims or defenses, including governmental or sovereign immunity contained in any product-specific or service-specific license or usage agreements or any other documents, policies, or terms located in any referenced links, and the State will only comply with any such terms to the extent provided by law or State policy.

11. Contract Activities including Software. If Contractor is providing Contract Activities that require the use of Contractor Software, the following terms apply:

- a. License Grant by Contractor:** Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable right and license during the Term and such additional periods, if any, as Contractor is required to provide Contract Activities under this Contract or any Statement of Work, to: (a) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for processing State Data; (b) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software; (c) prepare, reproduce, print, download and use a reasonable number of copies of the Documentation for any use of the Software under this Contract; and (d) access and use the Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Contract Activities hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described below.
- b. License Restrictions on the State.** The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable law.
- c. Use by the State.** The State will pay Contractor the corresponding Fees set forth in a Statement of Work or Pricing Schedule for all Authorized Users access and use of the Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Software, including any excess use.
- d. Certification by the State to the Contractor, if applicable.** To the extent that a License granted to the State is not unlimited, Contractor may request written certification from the State regarding use of the Software for the sole purpose of verifying compliance with the Contract. Such written certification may occur no more than once in any 24 month period during the Term of the Contract. The State will respond to any such request within 45 calendar days of receipt. If the State's use is greater than contracted, Contractor may invoice the State for any unlicensed use (and related support) pursuant to the terms of this Contract at the

rates set forth in Schedule B, and the unpaid license and support fees shall be payable in accordance with the terms of the Contract. Payment under this provision shall be Contractor's sole and exclusive remedy to cure these issues.

e. Definitions.

- (1) **"Software"** means Contractor's software as set forth in a Statement of Work, provided to the State that is necessary for use of the Contract Activities.
- (2) **"Documentation"** means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software or Contract Activities.
- (3) **"Authorized Users"** means all persons authorized by the State to access and use the Software or Contract Activities under this Contract.

12. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

13. Staffing. The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.

14. Background Checks. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

15. Assignment. Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

16. Change of Control. Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

17. Ordering. Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

18. Acceptance. Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("State Review Period"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 25, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

To the extent that Contract Activities includes the provision of a Services through the use of an online portal, as set forth the Schedule A, Statement of Work, Contractor must comply with the Service Level Agreement set forth in Schedule D of this Contract.

19. Delivery. Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.

20. Risk of Loss and Title. Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing,

processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

21. Warranty Period. The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.

22. Invoices and Payment. Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor

will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

23. Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in Schedule A. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 25 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

24. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

25. Termination for Cause. The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 26, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

26. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 27, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

27. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

28. Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, reasonable attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property and any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

29. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle,

compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 30. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it
- 31. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. Neither party shall be liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.**

Except as provided herein with respect to any indemnity provision for third party claims, breach of confidentiality, breach of security, death, bodily injury, damage to property, gross negligence, willful misconduct or as otherwise prohibited by applicable law or regulation the aggregate total liability of the Contractor arising from or related to the engagement of the Contractor, whether in contract, breach of warranty, tort, or otherwise, shall not exceed the maximum amount of fees payable under this Contract.

- 32. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

33. State Data.

- a. Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (a) any other data collected, used, processed, stored, or generated as the result of the Contract Activities,

including but not limited to: (i) personally identifiable information (“**PII**”) collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements here listed; and (ii) protected health information (“**PHI**”) collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

- b. Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States or Canada and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor’s own purposes or for the benefit of anyone other than the State without the State’s prior written consent. Contractor’s misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
- c. Extraction of State Data.** Contractor must, within 5 business days of the State’s request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Discovery.** Contractor will immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data, Software, or the State’s use of the Hosted Services, if applicable. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. In no event will Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State’s prior approval of Contractor’s proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.
- e. Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b)

cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 33** are to be considered direct damages and not consequential damages.

f. Definitions.

- (1) **"User Data"** means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, Processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon

executing the Software without additional user input without the inclusion of user derived Information or additional user input.

- 34. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of

monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. Data Privacy and Information Security.

- a. **Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request. Contractor must comply with the requirements of the Data Security Schedule, found in Schedule E.
- b. **Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.

36. Reserved

- 37. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's

premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

38. Representations and Warranties. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 25, Termination for Cause.

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE STATE.

39. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

40. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

41. Reserved.

42. Reserved

43. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

44. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

45. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

46. Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

47. Force Majeure. Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

48. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited

from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

49. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

50. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document	Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Schedule D	Service Level Agreement for Hybrid Purchases
Schedule E	Data Security Requirements for Hybrid Purchases
Schedule G	Disaster Recovery Plan

51. Entire Agreement and Order of Precedence. This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule E – Data Security Requirements; (c) third, Schedule A – Statement of Work; and (d) fourth, the remaining Exhibits and Schedules expressly incorporated into this Contract. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

52. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

53. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

54. Survival. Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

55. Contract Modification. This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

56. Accessibility Requirements.

a. All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

1. maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;
2. comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;
3. ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;
4. promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;
5. upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and
6. participate in the State of Michigan Digital Standards Review described below.

b. State of Michigan Digital Standards Review. Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance

of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.

- c. Warranty. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 25**.
- d. Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards
- e. Failure to comply with the requirements in this **Section 56** shall constitute a material breach of this Contract.
- f. Definitions.
 - 1. "**PAT**" means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.
 - 2. "**WCAG 2.0 Level AA**" means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

SCHEDULE A - STATEMENT OF WORK

BACKGROUND

The State of Michigan's approach towards continuous improvement has become a foundation of daily business in IT operations. Department of Technology, Management and Budget (DTMB) is the example for partnering agencies throughout the State in comprehensive plan in technology which provides risk reduction decision making along with best practices from Information Technology (IT) and governance. A clear vision for the future of state government that emphasizes improved interactions between citizens and their government. This more resident-centric government is about improving the experience of conducting business with state government – whether seeking a business license, requesting vital aid, purchasing a hunting license or paying taxes. The interaction should be seamless and intuitive, while keeping pace with technological gains.

The Information Technology Strategic Plan lays out the high-level roadmap, the goals and objectives to achieve a resident-centric government a reality. The plan's goals were developed by tapping into the knowledge of each agency's business needs and processes, coupled with the IT expertise and ideas from DTMB. Through collaboration and hard work this innovative and ambitious plan will positively impact the lives of every Michigan resident, business and visitor for years to come. Michigan's IT Strategic Plan for 2015-2019/2021-2025, is viewable at: Michigan IT Strategy 2021-2025 http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351---,00.html

Rapidly evolving technologies and strategies make it impractical to possess comprehensive in-house expertise and information required for strategic planning and management decisions. DTMB seeks readily accessible and specialized research, via various deployment media, describing currently used, developing and emerging trends in technology. Trend information is a critical business need as the State of Michigan determines its current and future technology-related capability requirements. DTMB needs expedited responses when critical technical issues arise which require timely resolution.

SCOPE

Fixed Price Deliverables

- Research and Advisory Services
 - Analyst Inquiry Calls
 - Research Materials
 - Web Portal Access
 - Document Review

Second Tier Bid Requests

- Consulting Services
 - This service would be requested on an as needed basis and would be identified in a specific request along with a detailed statement of work, including deliverables to be provided and associated Service Level Agreements. Deliverables may include; market research, requirements development etc. This segment of the program will utilize the included template.

OUT OF SCOPE

Application development, Hardware, Software maintenance of software or hardware, testing, and other products or services not part of research and advisory services are out of scope of this program. Managing or administering State projects or solicitations is outside the scope of this program.

1. Requirements

1.1. General Requirements

Contractor must provide deliverables/services and staff, and otherwise do things necessary for or incidental to the performance of work, as set forth below:

Research and Advisory Services

The majority of the work and deliverables will consist of DTMB's self-service access to research and advisory documents accessible using the internet or by a request to research services by email or telephone call. Contractor must provide services and staff, and otherwise do all the things necessary for or incidental to the performance of work. DTMB reserves the right to negotiate services different from those listed. At minimum, registered users should have unlimited access to research.

A. Analyst Inquiry

DTMB may make unlimited ad hoc inquiries to analysts on issues and subjects of concern to DTMB. Research and advisory is an essential part of the services provided, including comprehensive analysis requests for an expert discussion with an Analyst. Additional deliverables for analyst inquiries include:

- Ad hoc analyst inquiries by email within one week of request
- Ad hoc analyst inquiries by telephone within one week of request
- Ad hoc analyst inquiries by web within one week of request
- Provide oral responses to research questions within one week
- Provide written responses to research questions within one week
- Research analyst 30 minute to 1 hour via video or remote conference using Microsoft Teams, Zoom, Webex, etc with ability to include non-users in teleconference with registered users, with the vendor providing a toll-free number for the calls, using 8 or less employees.

B. Research Materials

The subscription must be comprehensive and span all aspects of management, planning, governance, and operation of IT resources in the public sector. The following list is inclusive of, but not limited to, State of Michigan:

- Agile Development
- Artificial intelligence and Data Analytics
- Application Development
- Application Development – cloud native
- Application Development – release management
- Application Development – secure coding
- Application Development and Modernization
- Audit compliance issues or findings
- Best Practices
- Big Data

- Biometrics – Understand User Behavior and Associated Technology
- Broadband
- Business Intelligence
- Business Process Management
- Case Studies on various IT subject matter
- Cloud Computing
- Coaching and training
- Consolidation
- Content Management
- Contract Lifecycle Management
- Contract Negotiation
- CRM
- Customer Communications Management
- Customer Experience – Management, Government, Public Sector
- Cybersecurity – Enterprise and Workforce Development
- Cybersecurity and Risk Mitigation
- Data Center Management
- Data Centers
- Data Leaks/Loss Prevention
- Data Science
- Data Management
- Digital Communications
- Digital Transformation
- Digital Workforce
- Disaster Recovery
- e911
- E-Discovery
- E-Government Solutions
- Email
- Enterprise Architecture
- Enterprise Collaboration – Applications, Communications, Data, Directories, Documents, Workflow
- Enterprise Information Management and Privileged Access
- E-Purchasing Software
- E-Signatures
- Executive IT Focus (Roles: CIO, CTO, CISO)
- Geographic Information Systems
- Governance, Risk, and Compliance
- Government Collaboration and Information Sharing
- Government-Specific Issues – Funding, Legislation, Privacy, Resource and Talent Constraints
- ICT – classifications, Key metrics, workforce hiring
- Identity Management
- Information Infrastructure Modernization
- Information Security Management
- Infrastructure Agility
- Infrastructure and Operations

- Infrastructure Services
- Internet of Things – Best Practices, Security, Emerging Technologies, Planning, Workforce Development
- IT and Cybersecurity-focused Workforce Hiring and Training
- IT Asset Management
- IT Investment
- IT Metrics and Measurements
- IT Organization – Structures, Budget Planning, Best Practices, Financial Forecasting, Governance, Management, Staffing
- IT Procurement
- IT Project and Portfolio Management
- IT Risk Management
- IT Skills Enhancement and Training
- IT Strategic Planning
- IT Trends and Emerging Technologies
- Leadership Development
- Legacy Application Systems and Modernization
- Lifecycle – PCs, Servers, Services, Smart Devices
- Mobile – Computing, Data Protection, Devices
- Network Security
- NG911
- Operational Excellence
- PC Software
- Policies – IT, Compliance, Risk, Cybersecurity
- Project Management
- Project Portfolio Management
- Purchasing and Product Selection
- Security – Network, PCs, Servers, Web Applications, Incident Response, Information and Event Management
- Smart City/State Initiatives – Best Practices and Use Cases
- Smart Devices, Sensors and Autonomous Vehicles
- Smart Buildings and Infrastructure
- Smart Devices and Platforms
- Software as a Service
- Software – Auditing, Licensing, Services
- Sourcing and Vendor Management
- Staff Augmentation
- Strategic Planning – IT, IoT and Cybersecurity
- Succession Planning
- Telecommunications – Unified Communications, Contact Centers, Service

Catalogs

- Vendor Assessments and Comparisons
- Virtualization – PC, Servers, Storage
- WAN Optimization
- Web Content Management
- Web Services
- Zero Trust Security Architecture
- Workforce Management

C. Web Access

The majority of the work and deliverables will consist of DTMB's self-service web portal to the published research available on the provider's website.

Contractor must provide services, training for the web portal, and staff, and otherwise do all things necessary for or incidental to the performance of work.

At a minimum, unlimited web access to the portal and inquiry to all research and advisory documents must be available 24x7. Additional requirements include:

- All screens printable and well-formatted, along with printable graphs and charts
- Document download
- List of topics available with links to detailed research
- Navigation aids, buttons, and links to information
- Searching across entire database by article title, author or topic
- System must provide a site map
- 24x7 unlimited web portal access to all published research and advisory documents

D. Document Review

The contractor will be required to review documents provided by the State of Michigan. The Contractor may be required to sign additional disclosure and confidentiality statements to be provided by the state. Documents may include, but are not limited to: strategic plans, architecture plans, security plans, statements of work, request for information, request for proposal review, bidder responses and cost proposals.

E. Consulting Services – If Requested by a Statement of Work

This service would be requested on an as needed basis and would be identified in a separate request along with a detailed statement of work, including deliverables to be provided (See Attachment A: Statement of Work Template)

When a consulting service is requested, the Contractor must respond to the statement of work with a proposal that includes the maximum project cost, based on the labor rates provided in the contract and project timeframe.

Resumes may be required. DTMB will have the sole right to accept or reject the proposal, or ask for modification.

F. Added Value Services

The State of Michigan is interested in services that may add value to the aforementioned requirements. Examples include, but are not limited to:

- Research analyst on-site to provide presentations and facilitated sessions.
- Admission to vendor's conferences.
- Pre-recorded media or presentations.
- Webinar briefings and presentations.

- Executive support – access for DTMB executives to national-level governmental IT executive forums and peer groups to promote understanding of IT-related issues.
- Government Focus – overall research capability to provide information, wide range of services and solutions in complex IT market; expertise in serving the government market and understanding of government needs.
- Shared resources across the enterprise
- Analyst or subject matter expert presentations via conferences, workshops, seminars, etc. with corresponding documentation made available after completion of session
- Research analyst online briefings, podcasts and webinars.

Added Value Services may be included at the State's sole discretion.

1.2. Training

The Contractor must provide the following training:

- Overview of self-service research and advisory documents accessible to staff using the internet or by a request to research services.
- Onboarding training for new users.
- Web Portal Training

1.3. Specific Standards

IT Policies, Standards and Procedures (PSP)

Included in SCHEDULE E – Data Security Agreement; the Contractor will be required to meet all State PSP's, public and non-public applicable to this solution.

Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see [1340.00.130.02 Acceptable Use of Information Technology \(michigan.gov\)](#). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

SOM Digital Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at www.michigan.gov/standards.

Mobile Responsiveness

The Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device.

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0..

1.4. User Type and Capacity

Type of User	Access Type	Number of Users	Number of Concurrent Users
State	Read only	2,000	500

Contractor must be able to meet the expected number of concurrent Users listed above for access to their proposed web research portal.

1.5. RESERVED

1.6. End-User Operating Environment

The SOM IT environment includes X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring, and management running in house and in cloud hosting provides.

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

- Over 2% of desktop and mobile & tablet site traffic, measured using Michigan.gov sessions statistics and
- The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. For those desktop and mobile & tablet browsers with over 2% of site traffic, except Internet Explorer which requires support for at minimum version 11, the current browser version as well as the previous two major versions must be supported.

Contractor must support the current and future State standard environment at no additional cost to the State.

1.7. RESERVED

1.8. Hosting

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours for their web portal access.

1.9. Products and Services

As applicable, in managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology](#)

Environment (SUITE) methodologies, or an equivalent methodology proposed by the Contractor.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

2. Service Requirements

2.1. Timeframes

See SLA.

2.2. Delivery

See SLA.

3. Acceptance

3.1. Acceptance, Inspection, and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

The State will validate all contract activities for Second Tier Bid Requests against the requirements included within each Statement of work.

3.2. Final Acceptance

The State will validate all contract activities for Second Tier Bid Requests against all requirements prior to providing Final Acceptance.

4. Staffing

4.1. Contractor Representative

The Contractor must appoint sufficient individuals specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

4.2. Contract Administrator

The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "Contract Administrator"):

State:	Contractor:
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Shannon Romein 320 S Walnut Street Lansing, MI 48933 RomeinS@michigan.gov 517-898-8102	Kristin Ghanem 56 Top Gallant Road Stamford, CT 06902 kristin.ghanem@gartner.com 571-303-6199
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4.3. Program Manager

The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Mary McGinnis 320 S Walnut Street Lansing, MI 48933 Mcginnism2@michigan.gov 517-881-7125	Chris Tapping 56 Top Gallant Road Stamford, CT 06902 christopher.tapping@gartner.com 734-899-7322

4.4. Customer Service Number

The Contractor must specify its Contact phone number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST. Contractor’s Toll Free Number: +1 866 306 8040

4.5. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support. The Contractor must be available for calls and service during the hours of 8:00 am to 5:00 pm ET, Monday-Friday.

When providing technical support, the Call Center must resolve the caller’s issue within 60 minutes. Contractor’s Toll Free Number: +1 866 306 8040

4.6. Work Hours

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. ET and possible night and weekend hours depending on the requirements of the project.

4.7. Key Personnel

The Contractor must appoint one individual who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. % of Work Time	6. Physical Location
Chris Tapping, Sr Account Executive	12 years	Sales, Contractor Representative -	Direct FT employee	N/A	MI

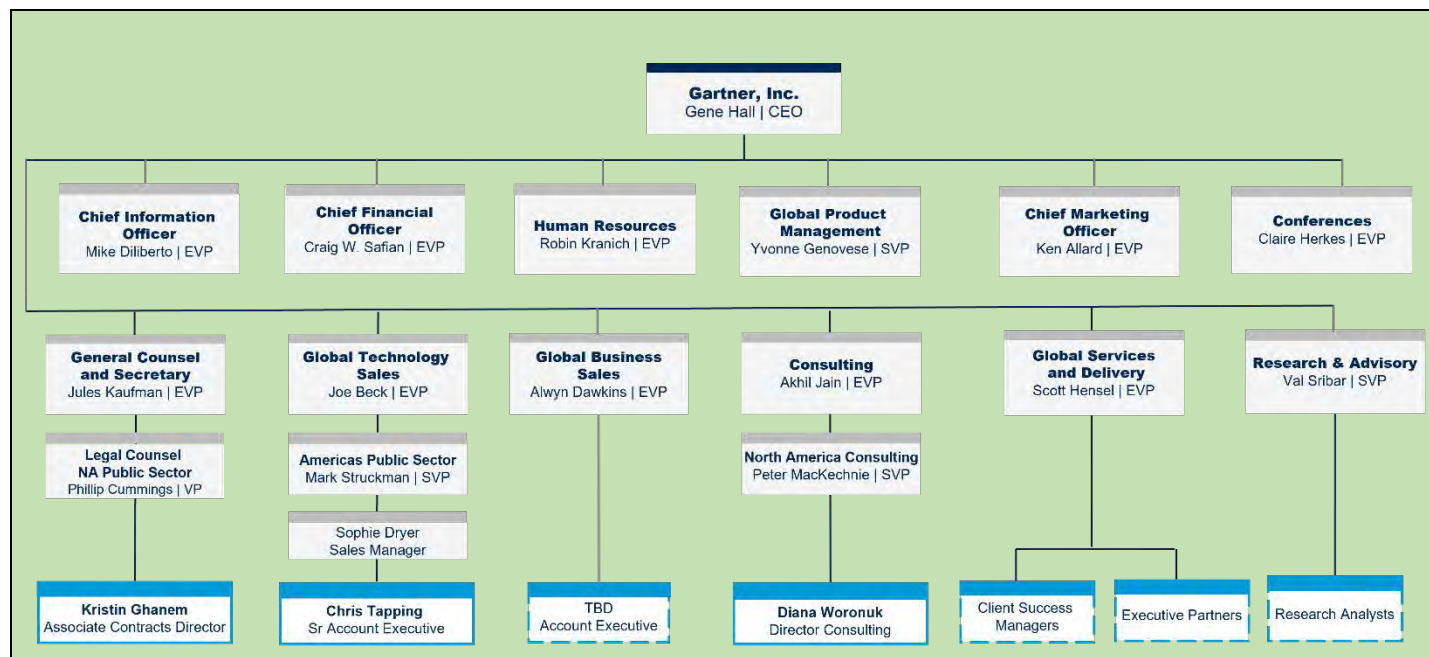
1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. % of Work Time	6. Physical Location
		contact for IT-RAS requests			

4.8. Contractor Personnel

The Contractor must identify the roles and responsibilities of all Contractor Personnel that will be performing services under this Contract in the table below:

Functional Role(s)/ Responsibilities	Name
1. Contractor Representative (primary contact for IT-RAS)	Chris Tapping
2. Primary contact for Consulting Services	Diana Woronuk
3. Contract Administrator	Kristin Ghanem
4. IT-RAS Service Delivery Support – Client Success Manager	TBD based on the IT-RAS subscription purchased
5. IT RAS Service Delivery Support – Executive Partner	TBD based on the IT-RAS subscription purchased and client priorities and interests
6. IT-RAS Analysts	TBD based on IT-RAS subscription purchased and client's specific inquiry/document review request
4. Primary contact for Other (non-IT) RAS	TBD based on the RAS subscription purchased

4.9. Organizational Chart



4.10. Disclosure of Subcontractors

The Contractor does not intend to utilize subcontractors.

4.11. Security

The Contractor's staff may be required to enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

4.12. Access to Tax Information

The Contractor must comply with the requirements of *IRS Publication 1075* (including *Exhibit 7 Safeguarding Contract Language*) and *Michigan Department of Treasury Safeguard Requirements of Confidential Tax Data*.

5. Project Management

5.1. Project Plan

For all Second Tier Bid Requests, the Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

5.2. Meetings

The Contractor must attend the following meetings:

For all Second Tier Bid Requests, the Contractor must attend a project kickoff meeting and any other meetings required in the second tier Statement of Work.

The State may request other meetings, as it deems appropriate.

5.3. Reporting

The Contractor will provide quarterly usage reports to each participating agency detailing the number of documents accessed, inquiries held, strategic meetings or workshops delivered, the number of documents/contracts reviewed by analysts and events attended,

along with suggestions for use of deliverables that have not yet been utilized. Contractor can also provide the Program Manager with participating agency usage reports upon request.

6. Pricing

6.1. Price Term

Pricing is firm for the entire length of the Contract.

7. Ordering

7.1. Authorizing Document

The appropriate authorizing document for the Contract will be a delivery order.

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number and (h) total price. Overtime, holiday pay, and travel expenses will not be paid.

9. Service-Level Agreement (SLA)

- A.** The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B.** The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

Service Level Agreements for this Contract will be as follows:

Performance Standard	Performance Target
Response time for establishing Analyst Inquiry Calls	Contractor must respond via email to Analyst Inquiry Call requests within 1 week and provide 4 available times for the Analyst Inquiry Call within 2 weeks.
Research Material Request (pre-established content).	Contractor must respond via email to Research Material Requests within 2 business days and provide the requested research materials within 4 business days.
Research Material Request (custom content).	Contractor must respond via email to Research Material Requests within one week and provide the requested research materials within 2 weeks days.

Performance Standard	Performance Target
Document Review	Contractor must respond via email to Document review Requests within 2 business days and provide the requested feedback within 10 business days.

Credit Due for Failure to Meet SLA

Contractor, by itself or through its Subcontractors, will meet or exceed the service levels detailed in the tables above. In the event Contractor or its Subcontractors fail to meet the service levels, Contractor agrees to the following remedies:

	Service Level Performance Target not met. First occurrence in a 6-month period (6 monthly invoices).	Service Level Performance Target not met. Second occurrence in a 6-month period (6 monthly invoices).	Service Level Performance Target not met. Third occurrence in a 6-month period (6 monthly invoices).	Service Level Performance Target not met. Fourth and any additional occurrence in a 6-month period (6 monthly invoices).
Amount credited back to the State.	Warning	10% of monthly fee included on monthly invoice	20% of monthly fee included on monthly invoice	30% of monthly fee included on monthly invoice

At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.

Additional SLAs have been included in Schedule D for the Contractor's Web Portal Access.

SCHEDULE B PRICING

1.0 GARTNER RAS SUBSCRIPTIONS

State
FY 2023State
FY 2024State
FY 2025State
FY 2026State
FY 2027State
FY 2028State
FY 2029

1.1 IT

1.1.1 Gartner for IT Leaders

1.1.1.1 Individual Access Advisor ¹	\$46,061	\$48,825	\$51,755	\$54,861	\$58,153	\$63,969	\$70,366
1.1.1.2 IT Leadership Team ²							
Team Leader	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
Advisor Team Member	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
Cross Function Team Member	\$20,708	\$21,951	\$23,269	\$24,666	\$26,146	\$28,761	\$31,638
Role Team Member	\$12,627	\$13,385	\$14,189	\$15,041	\$15,944	\$17,539	\$19,293
Essentials Team Member	\$9,899	\$10,493	\$11,123	\$11,791	\$12,499	\$13,749	\$15,124
1.1.1.3 IT Leadership Team Plus ²							
Team Leader	\$36,869	\$39,082	\$41,427	\$43,913	\$46,548	\$51,203	\$56,324
Advisor Team Member	\$36,869	\$39,082	\$41,427	\$43,913	\$46,548	\$51,203	\$56,324
Cross Function Team Member	\$22,324	\$23,664	\$25,084	\$26,590	\$28,186	\$31,005	\$34,106

1.1.2 Gartner for CIOs

1.1.2.1 Individual Access Advisor ¹	\$69,495	\$73,665	\$78,085	\$82,771	\$87,738	\$96,512	\$106,164
1.1.2.2 CIOs Team Plus ²							
Team Leader	\$63,233	\$67,027	\$71,049	\$75,312	\$79,831	\$87,815	\$96,597
Advisor Team Member or Leader	\$46,162	\$48,932	\$51,868	\$54,981	\$58,280	\$64,108	\$70,519
Cross Function Team Member	\$32,021	\$33,943	\$35,980	\$38,139	\$40,428	\$44,471	\$48,919
1.1.2.3 <i>with Industry</i> subscriptions							
Individual Access Advisor ¹	Price available upon request. Contact your Gartner representative.						
CIOs Team Plus ²	Price available upon request. Contact your Gartner representative.						

1.1.3 Gartner for Technical Professionals

1.1.3.1 Technical Professionals Team ^{4, 5} (5 licenses – 1 Team Leader and up to 4 Team Members)	\$62,223	\$65,957	\$69,915	\$74,110	\$78,557	\$86,413	\$95,055
Additional Team Member	\$11,920	\$12,636	\$13,395	\$14,199	\$15,051	\$16,557	\$18,213
1.1.3.2 Technical Professionals ⁵ (per agency)							
Advisor Department (40 licenses)	\$131,011	\$138,872	\$147,205	\$156,038	\$165,401	\$181,942	\$200,137
Reference Department (40 licenses)	\$88,081	\$93,366	\$98,968	\$104,907	\$111,202	\$122,323	\$134,556

1.0 GARTNER RAS SUBSCRIPTIONS

	State FY 2023	State FY 2024	State FY 2025	State FY 2026	State FY 2027	State FY 2028	State FY 2029
1.1.4 Executive Subscription: Gartner Executive Programs							
1.1.4.1 Member ¹	\$111,415	\$121,443	\$132,373	\$144,287	\$157,273	\$173,001	\$190,302
1.1.4.2 Executive Programs Leadership Team ²							
Team Leader	\$101,011	\$110,102	\$120,012	\$130,814	\$142,588	\$156,847	\$172,532
IT Executive Team Member or Leader	\$101,011	\$110,102	\$120,012	\$130,814	\$142,588	\$156,847	\$172,532
Partner Team Member or Leader	\$92,324	\$100,634	\$109,692	\$119,565	\$130,326	\$143,359	\$157,695
Advisor Team Member or Leader	\$36,970	\$39,189	\$41,541	\$44,034	\$46,677	\$51,345	\$56,480
Cross Function Team Member	\$26,869	\$28,482	\$30,191	\$32,003	\$33,924	\$37,317	\$41,049
Role Team Member	\$18,889	\$20,023	\$21,225	\$22,499	\$23,849	\$26,234	\$28,858
1.1.4.3 Executive Programs Leadership Team Plus ²							
Team Leader	\$110,102	\$120,012	\$130,814	\$142,588	\$155,421	\$170,964	\$188,061
IT Executive Team Member or Leader	\$110,102	\$120,012	\$130,814	\$142,588	\$155,421	\$170,964	\$188,061
Partner Team Member or Leader	\$100,708	\$109,772	\$119,652	\$130,421	\$142,159	\$156,375	\$172,013
Advisor Team Member or Leader	\$40,405	\$42,830	\$45,400	\$48,124	\$51,012	\$56,114	\$61,726
Cross Function Team Member	\$29,192	\$30,944	\$32,801	\$34,770	\$36,857	\$40,543	\$44,598
1.1.4.4 <i>with Industry</i> subscriptions							
Member	Price available upon request. Contact your Gartner representative.						
Executive Programs Leadership Team ²	Price available upon request. Contact your Gartner representative.						
Executive Programs Leadership Team Plus ²	Price available upon request. Contact your Gartner representative.						

1.2 Data and Analytics

1.2.1 Gartner for CDAOs							
1.2.1.1 Individual Access Advisor ¹	\$69,495	\$73,665	\$78,085	\$82,771	\$87,738	\$96,512	\$106,164
1.2.1.2 CDAOs Team ²							
Team Leader	\$63,233	\$67,027	\$71,049	\$75,312	\$79,831	\$87,815	\$96,597
Team Member	\$41,819	\$44,329	\$46,989	\$49,809	\$52,798	\$58,078	\$63,886
Tech Professional Team Member	\$15,859	\$16,811	\$17,820	\$18,890	\$20,024	\$22,027	\$24,230
1.2.2 Executive Subscription: Gartner for CDAOs Executive							
1.2.2.1 Individual Access Advisor ¹	\$135,859	\$144,011	\$152,652	\$161,812	\$171,521	\$188,674	\$207,542
1.2.2.2 CDAOs Executive Team ²							
Team Leader	\$123,435	\$130,842	\$138,693	\$147,015	\$155,836	\$171,420	\$188,562
Team Member	\$46,970	\$49,789	\$52,777	\$55,944	\$59,301	\$65,232	\$71,756
Tech Professional Team Member	\$18,283	\$19,380	\$20,543	\$21,776	\$23,083	\$25,392	\$27,932

1.0 GARTNER RAS SUBSCRIPTIONS

State FY 2023	State FY 2024	State FY 2025	State FY 2026	State FY 2027	State FY 2028	State FY 2029
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1.3 InfoSec / Cybersecurity

1.3.1 Gartner for CISOs

1.3.1.1	Individual Access Advisor ¹	\$69,495	\$73,665	\$78,085	\$82,771	\$87,738	\$96,512	\$106,164
1.3.1.2	CISOs Team ²							
	Team Leader	\$63,233	\$67,027	\$71,049	\$75,312	\$79,831	\$87,815	\$96,597
	Team Member	\$41,819	\$44,329	\$46,989	\$49,809	\$52,798	\$58,078	\$63,886
	Tech Professional Team Member	\$15,859	\$16,811	\$17,820	\$18,890	\$20,024	\$22,027	\$24,230

1.3.2 Executive Subscription: Gartner for CISOs Executive

1.2.2.1	Individual Access Advisor ¹	\$135,859	\$144,011	\$152,652	\$161,812	\$171,521	\$188,674	\$207,542
1.2.2.2	CISOs Executive Team ²							
	Team Leader	\$123,435	\$130,842	\$138,693	\$147,015	\$155,836	\$171,420	\$188,562
	Team Member	\$46,970	\$49,789	\$52,777	\$55,944	\$59,301	\$65,232	\$71,756
	Tech Professional Team Member	\$18,283	\$19,380	\$20,543	\$21,776	\$23,083	\$25,392	\$27,932

1.4 Finance

1.4.1 Gartner for Finance Leaders

1.4.1.1	Individual Access Advisor ¹	\$45,657	\$48,397	\$51,301	\$54,380	\$57,643	\$63,408	\$69,749
1.4.1.2	Finance Leaders Team ²							
	Team Leader	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
	Advisor Team Member	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
	Reference Team Member	\$15,859	\$16,811	\$17,820	\$18,890	\$20,024	\$22,027	\$24,230

1.4.2 Executive Subscription: Gartner for Chief Financial Officers

1.4.2.1	Individual Access Advisor ¹	\$110,405	\$120,342	\$131,173	\$142,979	\$155,848	\$171,433	\$188,577
1.4.1.2	Chief Financial Officers Team ²							
	Team Leader	\$100,102	\$109,112	\$118,933	\$129,637	\$141,305	\$155,436	\$170,980
	Advisor Team Member or Leader	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
	Reference Team Member	\$15,859	\$16,811	\$17,820	\$18,890	\$20,024	\$22,027	\$24,230

1.5 HR

1.5.1 Gartner for HR Leaders

1.5.1.1	Individual Access Advisor ¹	\$45,657	\$48,397	\$51,301	\$54,380	\$57,643	\$63,408	\$69,749
1.5.1.2	HR Leaders Team ²							
	Team Leader	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
	Advisor Team Member	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
	Reference Team Member	\$18,788	\$19,916	\$21,111	\$22,378	\$23,721	\$26,094	\$28,704

1.5.2 Executive Subscription: Gartner for Chief Human Resources Officers (CHROs)

1.5.2.1	Individual Access Advisor ¹	\$110,405	\$120,342	\$131,173	\$142,979	\$155,848	\$171,433	\$188,577
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1.0 GARTNER RAS SUBSCRIPTIONS

	State FY 2023	State FY 2024	State FY 2025	State FY 2026	State FY 2027	State FY 2028	State FY 2029
1.5.2.2 CHROs Team ²							
Team Leader	\$100,102	\$109,112	\$118,933	\$129,637	\$141,305	\$155,436	\$170,980
Advisor Team Member or Leader	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
Reference Team Member	\$18,788	\$19,916	\$21,111	\$22,378	\$23,721	\$26,094	\$28,704
1.5.3 Gartner for HR Professionals⁵							
1.5.3.1 Reference - Up to 20 HR Professionals	\$41,920	\$44,436	\$47,103	\$49,930	\$52,926	\$58,219	\$64,041
1.5.3.2 Reference - Up to 5 HR Professionals	\$26,061	\$27,625	\$29,283	\$31,040	\$32,903	\$36,194	\$39,814
1.5.4 Gartner TalentNeuron							
1.5.4.1 Single Country	\$35,354	\$37,476	\$39,725	\$42,109	\$44,636	\$49,100	\$54,010
1.5.4.2 Single Country Reference	\$27,071	\$28,696	\$30,418	\$32,244	\$34,179	\$37,597	\$41,357
1.5.4.3 Additional 5 Users	\$5,210	\$5,530	\$5,870	\$6,230	\$6,610	\$7,271	\$7,999
1.5.4.4 Additional Workbench	\$12,122	\$12,850	\$13,621	\$14,439	\$15,306	\$16,837	\$18,521

1.6 Legal, Risk and Compliance

1.1.6 Gartner for Legal, Risk and Compliance Leaders							
1.1.6.1 Individual Access Advisor ¹	\$39,091	\$41,437	\$43,924	\$46,560	\$49,354	\$54,290	\$59,719
1.1.6.2 Legal, Risk and Compliance Leaders Team ²							
Team Leader	\$29,495	\$31,265	\$33,141	\$35,130	\$37,238	\$40,962	\$45,059
Advisor Team Member	\$29,495	\$31,265	\$33,141	\$35,130	\$37,238	\$40,962	\$45,059
Reference Team Member	\$11,819	\$12,529	\$13,281	\$14,078	\$14,923	\$16,416	\$18,058

1.7 Research and Development

1.7.1 Gartner for Research & Development Leaders							
1.1.7.1 Individual Access Advisor ¹	\$46,162	\$48,932	\$51,868	\$54,981	\$58,280	\$64,108	\$70,519
1.1.7.2 R&D Leaders Team ²							
Team Leader	\$34,546	\$36,619	\$38,817	\$41,147	\$43,616	\$47,978	\$52,776
Advisor Team Member	\$34,546	\$36,619	\$38,817	\$41,147	\$43,616	\$47,978	\$52,776
Reference Team Member	\$18,990	\$20,130	\$21,338	\$22,619	\$23,977	\$26,375	\$29,013

1.8 Marketing

1.8.1 Gartner for Marketing Leaders							
1.1.8.1 Individual Access Advisor ¹	\$51,819	\$54,929	\$58,225	\$61,719	\$65,423	\$71,966	\$79,163
1.1.8.2 Marketing Leaders Team ²							
Team Leader	\$43,132	\$45,720	\$48,464	\$51,372	\$54,455	\$59,901	\$65,892
Advisor Team Member	\$43,132	\$45,720	\$48,464	\$51,372	\$54,455	\$59,901	\$65,892
Reference Team Member	\$16,970	\$17,989	\$19,069	\$20,214	\$21,427	\$23,570	\$25,927

1.9 Customer Service and Support

1.9.1 Gartner for Customer Service & Support Leaders

1.1.9.1	Individual Access Advisor ¹	\$45,657	\$48,397	\$51,301	\$54,380	\$57,643	\$63,408	\$69,749
1.1.9.2	Customer Service & Support Leaders Team ²							
	Team Leader	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
	Advisor Team Member	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
	Reference Team Member	\$15,354	\$16,276	\$17,253	\$18,289	\$19,387	\$21,326	\$23,459

2.0 OTHER SERVICES

State FY 2023	State FY 2024	State FY 2025	State FY 2026	State FY 2027	State FY 2028	State FY 2029
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2.1 Gartner Conferences - North America⁷ (price per ticket)

2.1.1	IT Symposium/Xpo	\$5,026	TBD	TBD	TBD	TBD	<i>TBD</i>	<i>TBD</i>
2.1.2	Summit (BI, Data Center, Security or Apps)	\$3,410	TBD	TBD	TBD	TBD	<i>TBD</i>	<i>TBD</i>
2.1.3	Summit (excludes BI, Data Center, Security & Apps)	\$2,905	TBD	TBD	TBD	TBD	<i>TBD</i>	<i>TBD</i>

2.2 Strategic Advisory Services⁵

2.2.1	Internal Advisory Session	\$17,879	\$18,952	\$20,090	\$21,296	\$22,574	\$24,832	\$27,316
2.2.2	Remote Advisory Services	\$8,889	\$9,423	\$9,989	\$10,589	\$11,225	\$12,348	\$13,583

2.3 Limited Availability RAS Subscriptions

2.3.1 Gartner Core Correct

2.3.1.1	Advisor ¹	\$41,718	\$44,222	\$46,876	\$49,689	\$52,671	\$57,939	\$63,733
2.3.1.2	Reference ¹	\$27,677	\$29,338	\$31,099	\$32,965	\$34,943	\$38,438	\$42,282

2.3.2 Gartner for IT Leaders Individual Access

2.3.2.1	Reference ¹	\$32,223	\$34,157	\$36,207	\$38,380	\$40,683	\$44,752	\$49,228
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2.3.3 Industry Advisory Services (one industry)

2.3.3.1	Industry Advisory Services Leadership Team ²	Price available upon request. Contact your Gartner representative.
2.3.3.2	Industry Advisory Services Leadership Team Plus ²	Price available upon request. Contact your Gartner representative.

2.3.4 Gartner for Enterprise IT Leaders – Invitation Only

2.3.4.1	Enterprise IT Leadership Team ²							
	Team Leader	\$85,556	\$93,257	\$101,651	\$110,800	\$120,772	\$132,850	\$146,135
	Team Leader – Renewing Subscriber ⁶ (For license purchase before Jan-01-2020 with continuous renewal)	\$68,586	\$74,759	\$81,488	\$88,822	\$96,816	\$106,498	\$117,148
	Advisor Team Member	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105	\$47,416	\$52,158
	Cross Function Team Member	\$20,708	\$21,951	\$23,269	\$24,666	\$26,146	\$28,761	\$31,638
	Role Team Member	\$12,627	\$13,385	\$14,189	\$15,041	\$15,944	\$17,539	\$19,293
	Essentials Team Member	\$9,899	\$10,493	\$11,123	\$11,791	\$12,499	\$13,749	\$15,124
2.3.4.2	Enterprise IT Leadership Team Plus ²							

	Team Leader	\$92,930	\$101,294	\$110,411	\$120,348	\$131,180	\$144,298	\$158,728
	Advisor Team Member	\$36,869	\$39,082	\$41,427	\$43,913	\$46,548	\$51,203	\$56,324
	Cross Function Team Member	\$22,324	\$23,664	\$25,084	\$26,590	\$28,186	\$31,005	\$34,106
2.3.4.3	with Industry subscriptions							
	Enterprise IT Leadership Team ²	Price available upon request. Contact your Gartner representative.						
	Enterprise IT Leadership Team Plus ²	Price available upon request. Contact your Gartner representative.						
2.3.5 Gartner for Technical Professionals (Limited Availability Subscriptions)								
2.3.5.1	Technical Professionals Small & Midsize Business (SMB) ^{4, 5} (per agency)							
	Advisor SMB	\$66,263	\$70,239	\$74,454	\$78,922	\$83,658	\$92,024	\$101,227
	Reference SMB	\$43,940	\$46,577	\$49,372	\$52,335	\$55,476	\$61,024	\$67,127
2.3.5.2	Technical Professionals for Higher Education ⁸ (per student campus)							
	Technical Professional Advisor for IT Staff only of a college or university	\$66,263	\$70,239	\$74,454	\$78,922	\$83,658	\$92,024	\$101,227
	Technical Professional Reference for IT Staff only of a college or university	\$43,940	\$46,577	\$49,372	\$52,335	\$55,476	\$61,024	\$67,127
2.3.6 Executives Programs Member Basic – Renewal Only ⁶								
2.3.6.1	Member Basic ¹	\$76,768	\$83,678	\$91,210	\$99,419	\$108,367	\$119,204	\$131,125
2.3.7 Gartner Core IT Research Reference for Higher Education ⁸ (per student campus)								
2.3.7.1	Core Reference for a community college (1 Advisor level individual user license required)	\$32,223	\$34,157	\$36,207	\$38,380	\$40,683	\$44,752	\$49,228
2.3.7.2	Core Reference for a college or university with 1 to 4,999 Student FTE (1 Advisor level individual user license required)	\$32,223	\$34,157	\$36,207	\$38,380	\$40,683	\$44,752	\$49,228
2.3.7.3	Core Reference for a college or university with 5,000 to 9,999 Student FTE (2 Advisor level individual user licenses required)	\$64,446	\$68,313	\$72,412	\$76,757	\$81,363	\$89,500	\$98,450
2.3.7.4	Core Reference for a college or university with 10,000 to 24,999 Student FTE (3 Advisor level individual user licenses required)	\$96,669	\$102,470	\$108,619	\$115,137	\$122,046	\$134,251	\$147,677
2.3.7.5	Core Reference for a college or university with 25,000+ Student FTE (4 Advisor level individual user licenses required)	\$128,892	\$136,626	\$144,824	\$153,514	\$162,725	\$178,998	\$196,898
2.3.8 Gartner for IT Associates 100 Research Notes - Limited Availability								
2.3.8.1	IT Associates 100 Research Notes ^{3, 4}	\$29,495	\$31,265	\$33,141	\$35,130	\$37,238	\$40,962	\$45,059
2.3.9 Gartner News and Insights								
2.3.9.1	IT News and Insights ⁴	\$728	\$772	\$819	\$869	\$922	\$1,015	\$1,117
2.3.9.2	News and Insights ⁴	\$728	\$772	\$819	\$869	\$922	\$1,015	\$1,117

2.0 OTHER SERVICES

2.0 OTHER SERVICES		State FY 2022	State FY 2023	State FY 2024	State FY 2025	State FY 2026
2.1 Gartner Conferences - North America ⁷ (price per ticket)						
2.1.1	IT Symposium/Xpo	\$5,026	TBD	TBD	TBD	TBD
2.1.2	Summit (BI, Data Center, Security or Apps)	\$3,410	TBD	TBD	TBD	TBD
2.1.3	Summit (excludes BI, Data Center, Security & Apps)	\$2,905	TBD	TBD	TBD	TBD
2.2 Strategic Advisory Services ⁵						
2.2.1	Internal Advisory Session	\$17,879	\$18,952	\$20,090	\$21,296	\$22,574
2.2.2	Remote Advisory Services	\$8,889	\$9,423	\$9,989	\$10,589	\$11,225
2.3 Limited Availability RAS Subscriptions						
2.3.1 Gartner Core Correct						
2.3.1.1	Advisor ¹	\$41,718	\$44,222	\$46,876	\$49,689	\$52,671
2.3.1.2	Reference ¹	\$27,677	29,338	\$31,099	32,965	\$34,943
2.3.2 Gartner for IT Leaders Individual Access						
2.3.2.1	Reference ¹	\$32,223	\$34,157	\$36,207	\$38,380	\$40,683
2.3.3 Industry Advisory Services (one industry)						
2.3.3.1	Industry Advisory Services Leadership Team ²	Price available upon request. Contact your Gartner representative.				
2.3.3.2	Industry Advisory Services Leadership Team Plus ²	Price available upon request. Contact your Gartner representative.				
2.3.4 Gartner for Enterprise IT Leaders – Invitation Only						
2.3.4.1	Enterprise IT Leadership Team ²					
	Team Leader	\$85,556	\$93,257	\$101,651	\$110,800	\$120,772
	Team Leader – Renewing Subscriber ⁶ (For license purchase before Jan-01-2020 with continuous renewal)	\$68,586	\$74,759	\$81,488	\$88,822	\$96,816
	Advisor Team Member	\$34,142	\$36,191	\$38,363	\$40,665	\$43,105
	Cross Function Team Member	\$20,708	\$21,951	\$23,269	\$24,666	\$26,146
	Role Team Member	\$12,627	\$13,385	\$14,189	\$15,041	\$15,944
	Essentials Team Member	\$9,899	\$10,493	\$11,123	\$11,791	\$12,499
2.3.4.2	Enterprise IT Leadership Team Plus ²					
	Team Leader	\$92,930	\$101,294	\$110,411	\$120,348	\$131,180
	Advisor Team Member	\$36,869	\$39,082	\$41,427	\$43,913	\$46,548
	Cross Function Team Member	\$22,324	\$23,664	\$25,084	\$26,590	\$28,186
2.3.4.3	with Industry subscriptions					
	Enterprise IT Leadership Team ²	Price available upon request. Contact your Gartner representative.				
	Enterprise IT Leadership Team Plus ²	Price available upon request. Contact your Gartner representative.				
2.3.5 Gartner for Technical Professionals (Limited Availability Subscriptions)						
2.3.5.1	Technical Professionals Small & Midsize Business (SMB) ^{4, 5} (per agency)					

2.0 OTHER SERVICES

	State FY 2022	State FY 2023	State FY 2024	State FY 2025	State FY 2026
Advisor SMB	\$66,263	\$70,239	\$74,454	\$78,922	\$83,658
Reference SMB	\$43,940	\$46,577	\$49,372	\$52,335	\$55,476
2.3.5.2 Technical Professionals for Higher Education ⁸ (per student campus)					
Technical Professional Advisor for IT Staff only of a college or university	\$66,263	\$70,239	\$74,454	\$78,922	\$83,658
Technical Professional Reference for IT Staff only of a college or university	\$43,940	\$46,577	\$49,372	\$52,335	\$55,476
2.3.6 Executives Programs Member Basic – Renewal Only⁶					
2.3.6.1 Member Basic ¹	\$76,768	\$83,678	\$91,210	\$99,419	\$108,367
2.3.7 Gartner Core IT Research Reference for Higher Education⁸ (per student campus)					
2.3.7.1 Core Reference for a community college (1 Advisor level individual user license required)	\$32,223	\$34,157	\$36,207	\$38,380	\$40,683
2.3.7.2 Core Reference for a college or university with 1 to 4,999 Student FTE (1 Advisor level individual user license required)	\$32,223	\$34,157	\$36,207	\$38,380	\$40,683
2.3.7.3 Core Reference for a college or university with 5,000 to 9,999 Student FTE (2 Advisor level individual user licenses required)	\$64,446	\$68,313	\$72,412	\$76,757	\$81,363
2.3.7.4 Core Reference for a college or university with 10,000 to 24,999 Student FTE (3 Advisor level individual user licenses required)	\$96,669	\$102,470	\$108,619	\$115,137	\$122,046
2.3.7.5 Core Reference for a college or university with 25,000+ Student FTE (4 Advisor level individual user licenses required)	\$128,892	\$136,626	\$144,824	\$153,514	\$162,725
2.3.8 Gartner for IT Associates 100 Research Notes - Limited Availability					
2.3.8.1 IT Associates 100 Research Notes ^{3, 4}	\$29,495	\$31,265	\$33,141	\$35,130	\$37,238
2.3.9 Gartner News and Insights					
2.3.9.1 IT News and Insights ⁴	\$728	\$772	\$819	\$869	\$922
2.3.9.2 News and Insights ⁴	\$728	\$772	\$819	\$869	\$922

Purchasing Guidelines for Schedule B Pricing

¹Price reflects the purchase of one (1) individual license. Client may be eligible for a lower rate if more than one license is purchased. To qualify, the RAS subscription must be ordered on the same Service Agreement or Purchase Order and reflect a common "Bill To" address. Strategic Advisory Services, Conferences and Add-on services do not contribute towards a volume-based price incentive. Contact your local Gartner representative for more information.

² Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Certain team solutions are invitation only services as indicated in the pricing table. A maximum of one Leader per team. A minimum of three (3) Advisor and/or Cross Function team member licenses required per Enterprise IT Leadership Leader and per Partner license. All licenses in a Team must be coterminous and of the same team type. For example, a Team Plus configuration may only contain Team Plus licenses and cannot include other types of team licenses such as Team Plus with Industry, Team (non-Plus), etc. Team solutions with Industry Advisory Services is for one industry and all licenses in the team must purchase access to the same industry.

³ Availability is limited. Please check with your Gartner Sales representative before ordering.

⁴ Purchasing prerequisite and/or eligibility requirements apply. Check with Sales representatives before purchasing.

⁵ Technical and Human Resource Professionals Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Each Technical Professionals Team consists of one (1) Team Leader and four (4) Team Member coterminous licenses. Up to six (6) additional Team Members may be added for a maximum total of ten (10) Team Members per Team

Leader. Technical Professionals SMB is a per agency license available only to eligible small and medium size agencies with 4,000 or fewer employees. Please check with Sales representatives before purchasing.

⁶ Renewal Only and Renewing Subscriber services and pricing are available to eligible license holders who purchased the service listed on or before the date specified above or below and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering.

⁷ Ticket prices apply to orders received by December 31st of the year indicated for the start of each term. For example, ticket prices for Year 2022 or term "October 1, 2022 to September 30, 2023" applies to orders received on or before December 31, 2022. Future ticket prices have not been released; please check with account representatives for future pricing at the time of purchase.

⁸Higher Education products are only available to eligible public and not-for-profit Higher Education colleges or universities with undergraduate students pursuing two-year associate or four-year baccalaureate degrees in information technology. A Core IT Research Reference for Higher Education license is for one designated, student campus based on the total full-time equivalent (FTE) student enrollment of the college or university, as assessed at the time of purchase. Purchasing prerequisites apply. Check with Sales representatives before purchasing.

Additional Pricing Terms

Unit prices for each State FY applies to orders received during the effective dates specified for each year unless indicated otherwise on the schedule. Delivery start date of service(s) order shall be no later than the first of the month following the expiration of the pricing. To be eligible for these rates, purchasing entity must be a U.S. government entity, public sector entity, or a nonprofit wholly owned and operated by government. Other purchasing entities at Gartner's discretion.

Fixed prices herein are maximum not to exceed rates. Please check with your local Gartner account representative for actual pricing before purchasing. The actual price an eligible client will pay for the renewal of any existing service or the issuance of a new order will be consistent with the then current Gartner Public Sector pricing or the rates herein, whichever is less.

SCHEDULE C – INSURANCE REQUIREMENTS

IT Research and Advisory Program

1. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
3. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
5. **Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

6. Subcontractors. Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

7. Limits of Coverage & Specific Endorsements.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

8. **Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

SCHEDULE D – SERVICE LEVEL AGREEMENT FOR HYBRID PURCHASES

1. **Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract Terms and Conditions.

“**Actual Uptime**” means the total minutes in the Service Period that the Hosted Services are Available.

“**Availability**” has the meaning set forth in **Section 2.1**.

“**Availability Requirement**” has the meaning set forth in **Section 2.1**.

“**Available**” has the meaning set forth in **Section 2.1**.

“**Corrective Action Plan**” has the meaning set forth in **Section 3.9**.

“**Critical Service Error**” has the meaning set forth in **Section 2.4**.

“**Exceptions**” has the meaning set forth in **Section 2.2**.

“**High Service Error**” has the meaning set forth in **Section 2.4**.

“**Hosted Services**” means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

“**Low Service Error**” has the meaning set forth in **Section 2.4**.

“**Maintenance Release**” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

“**Medium Service Error**” has the meaning set forth in **Section 2.4**.

“**New Version**” means any new version of the Software, including any updated Documentation, that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“**Operating Environment**” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

“**Resolve**” has the meaning set forth in **Section 2.4**.

"RPO" or "Recovery Point Objective" means the maximum amount of potential data loss in the event of a disaster.

"RTO" or "Recovery Time Objective" means the maximum period of time to fully restore the Hosted Services in the case of a disaster.

"Scheduled Downtime" has the meaning set forth in **Section 2.3**.

"Scheduled Uptime" means the total minutes in the Service Period.

"Service Availability Credits" has the meaning set forth in **Section 2.6(a)**.

"Service Error" means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

"Service Level Credits" has the meaning set forth in **Section 3.8**.

"Service Level Failure" means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

"Service Period" has the meaning set forth in **Section 2.1**.

"Software Support Services" has the meaning set forth in **Section 3**.

"State Systems" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"Support Hours" means 8:00 am to 5:00 pm ET, Monday-Friday.

"Support Request" has the meaning set forth in **Section 3.5**.

"Support Service Level Requirements" has the meaning set forth in **Section 3.4**.

2. Service Availability and Service Availability Credits.

2.1. Availability Requirement. Contractor will make the Hosted Services and Software Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a **"Service Period"**), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the **"Availability Requirement"**).

"Available" means the Hosted Services and Software are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. **"Availability"** has a correlative meaning. The Hosted Services and Software are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \times 100 = \text{Availability}$.

2.2. Exceptions. No period of Hosted Services degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (**"Exceptions"**):

- (a) Failures of the State's or its Authorized Users' internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 2.3**.

2.3. Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services or Software in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.

2.4. Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

2.5. Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services and Software during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services and Software relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

2.6. Remedies for Service Availability Failures.

- (a) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted Services and Software provided during the Service Period ("**Service Availability Credits**"):

Availability	Credit of Fees
≥99.98%	None
<99.98% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

- (b) Any Service Availability Credits due under this **Section** will be applied in accordance with payment terms of the Contract.

- (c) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

- 3. Support and Maintenance Services.** Contractor will provide Hosted Services and Software maintenance and support services (collectively, “**Software Support Services**”) in accordance with the provisions of this **Section 3**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

3.1. Support Service Responsibilities. Contractor will:

- (a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- (b) provide unlimited telephone support during the Support Hours;
- (c) provide unlimited online support 24 hours a day, seven days a week;
- (d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (e) respond to and Resolve Support Requests as specified in this **Section**.

3.2. Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;
- (b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and
- (c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):
 - (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
 - (ii) If Contractor’s facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 3.5** and **3.6**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
 - (iii) Notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

3.3 Service Maintenance. Contractor will continuously maintain the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

- (a) all updates, bug fixes, enhancements, Maintenance Releases, New Versions and other improvements to the Hosted Services and Software, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; provided that Contractor shall consult with the State and is required to receive State approval prior to modifying or upgrading Hosted Services and Software, including Maintenance Releases and New Versions of Software; and
- (b) all such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services and Software, so that the Hosted Services and Software operate properly in accordance with the Contract and this Schedule.

3.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 3**, and the Contract.

3.5 Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	<ul style="list-style-type: none">• Issue affecting entire system or single critical production function;• System down or operating in materially degraded state;• Data integrity at risk;• Declared a Critical Support Request by the State; or• Widespread access interruptions.
High Service Error	<ul style="list-style-type: none">• Primary component failure that materially impairs its performance; or• Data entry or access is materially impaired on a limited

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
	basis.
Medium Service Error	<ul style="list-style-type: none"> Hosted Services and Software is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error	<ul style="list-style-type: none"> Request for assistance, information, or services that are routine in nature.

3.6 Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. **“Resolve”** (including **“Resolved”**, **“Resolution”** and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
			each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

3.7 Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Project Manager and Contractor's management or engineering personnel, as appropriate.

3.8 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 3.6 ("Service Level Credits")** in accordance with payment terms set forth in the Contract.

3.9 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the **"Corrective Action Plan"**). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

4. Data Storage, Backup, Restoration and Disaster Recovery. Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures designed to safeguard State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the Hosted Services and Software, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. All backed up State Data shall be located in the continental United States. The force majeure provisions of this Contract do not limit Contractor's obligations under this section.

4.2 Data Storage. Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost.

4.3 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic offline back-ups of State Data on at least a weekly basis and store and retain such back-ups. Contractor must, within five (5) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

4.4 Data Restoration. If the data restoration is required due to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation. If requested, Contractor will restore data from a backup upon written notice from the State. Contractor will restore the data within one (1) Business Day of the State's request. Contractor will provide data restorations at its sole cost and expense.

4.5 Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 48 hours (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule G**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 4**; and provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services and Software within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default.

SCHEDULE E – DATA SECURITY REQUIREMENTS FOR HYBRID PURCHASES

1. **Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract.

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

“**Hosting Provider**” means any subcontractor that is providing any or all of the Hosted Services under this Contract.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State’s IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule

2. **Security Officer.** Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

3. **Contractor Responsibilities.** Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor’s or its subcontractor’s possession; and

- (e) ensure that all Contractor employees and subcontractors involved in the performance of Contract Activities hereunder comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

- 4. Acceptable Use Policy.** To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see [1340.00.130.02 Acceptable Use of Information Technology \(michigan.gov\)](#). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

- 5. Protection of State's Information.** Throughout the Term and at all times in connection with its actual or required performance of the Contract Activities, Contractor will:

- 5.1** If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 25** of the Contract;

- 5.2** for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

- 5.3** ensure that the Software and State Data is securely stored, hosted, supported, administered, accessed, and backed up in the continental United States, and the data center(s) in which the data resides minimally meet Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent; maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in

this Contract, and must, at a minimum, remain compliant with FISMA using identified controls and minimum values as established in applicable State PSPs;

5.4 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.5 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Contract Activities against “malicious actors” and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer’s users of the Contract Activities; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Contract Activities; and (iii) unauthorized access to any of the State Data;

5.6 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.7 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.8 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. To the extent this section applies to the Contractor’s work under this Contract, throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State’s automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor’s security controls within two weeks of the State’s request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system’s controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with

the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs, perform related remediation activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. The State controls access to State systems. Contractor will not be given administrative access, may not access, and must not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, to the extent required by statute, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security

tests, of any and all Hosted Services and their housing facilities and operating environments.

8.3 During the Term, Contractor will, to the extent required by statute, when requested by the State, provide a copy of Contractor's and Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to State Data, and to the extent required by statute, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8.**

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST). DAST scanning must be completed annually and for each significant change or major release.

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation. SAST scanning must be completed prior to deployment for all source code initially, for all for updated source code, and for each major release.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

- (a)** If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).
- (b)** Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide, upon request, an attestation by Contractor's CISO regarding Contractor's vulnerability management program. The attestation will not provide current details of Contractor's vulnerability picture but will indicate Contractor has a vulnerability management program in line with industry best practices. Contractor will also provide, upon request, an attestation by Contractor's CISO that Contractor's patching response times are followed, per Contractor's current policy. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the Contractor's policies.

11. Nonexclusive Remedy for Security Breach. Any failure of the Contract Activities to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE G – DISASTER RECOVERY PLAN

Business Continuity and Disaster Recovery Management

Gartner has employed dedicated resources to manage the varying Business Continuity Management (BCM) program elements; Business Continuity Planning (BCP), Crisis Management (CM) planning, as well as IT Disaster Recovery Planning (DRP).

Business Continuity Policy

Gartner's Business Continuity Policy demonstrates our commitment to business continuity and incident management throughout Gartner. This policy covers the scope of business processes carried out in all Gartner locations and the associates, systems and technical infrastructure that supports them. Business continuity management provides the capability for Gartner office locations, associates, business processes, products and services to provide an effective response to possible business impacts, understand and deliver stakeholder requirements, protect the Gartner business reputation, and remain compliant with legal and regulatory obligations.

Business Owners and Application Owners are tasked with developing and maintaining a Business Continuity Plan according to the risk associated with their system and Information. Although they may delegate the actual work, Business and Application Owners are responsible for the compilation, regular maintenance, and testing of continuity plans for processes and systems handling Information for which they are responsible. In the event a backup system is needed for any reason, all security controls that safeguard and monitor the Information must be maintained, at a minimum, to the same standards used in the normal Production System. These controls include but are not limited to incident response, logging and notification. Where the exact same security controls are not available on the backup system, or it is not feasible to implement them, comparable compensating controls may be identified and used. Information that has been backed-up must be retained according to the Records Retention policy.

Gartner requires that if for any reason the provisions of this policy cannot be complied with, then an exception must be requested in the form of a written risk exception by the IT or Business owner. The requestor must clearly identify the limitations along with a set of compensating controls that must be implemented to mitigate some or all the risk, and a remediation plan. The request must be approved by the appropriate levels of Business and IT leadership. Approved Exceptions should be reviewed at a given interval.

These program elements and supporting staff work side by side to ensure Gartner's business operations remain resilient. To support these resources, there is a business continuity planning software platform to document BCPs and Disaster Recovery Plans (DRPs) and a mass notification tool used to communicate to employees and other stakeholders at times of crisis. BCPs have been developed for critical business functions and DRPs developed for critical applications.

IT Disaster Recovery Planning

In the event of business disruption, Gartner has a disaster recovery capability to restore critical systems and applications in alignment with our business recovery objectives. Disaster Recovery Plans (DRP) provide documented step-by-step actions that must be taken to restore operations of systems or applications within established recovery time and recovery point objectives. Recovery teams are trained to ensure consistent actions during and following a disruption.

When there is an event that interrupts business operations, requiring the implementation of BCPs and/or DRPs, the communication and coordination of resources is supported by a crisis management framework. This framework is composed of a BCM steering committee, a

corporate crisis management team, and at larger office locations, there are plans to document local crisis management teams. At time of crisis, this framework supports those BCPs and DRPs implemented, while mitigating and restoring the required infrastructure to resume business to normal operations.

Gartner maintains two primary data centers here in the U.S., located in Trumbull, CT and Ashburn, VA. There are additional IT PODs strategically placed throughout the world to support international business operations. The Trumbull data center has redundant city power feeds and four 500 KW generators. These generators are designed to supply the data center with 32 hours of backup power, at full load. The Ashburn data center has redundant city power feeds and eleven 2,000 KW generators. These generators are designed to supply the data center with 72 hours of power, at full load. Both facilities have fuel service contracts to ensure generator fuel does not run out.

Each data center has an uninterruptible power supply (UPS) system providing vital protection against power disruptions. The generators and UPS' are maintained according to manufacturer specifications.

Each data center is designed to support critical business applications. In the event that there is an outage of one of the primary data centers, critical application infrastructure has been designed to failover to the alternate location (Trumbull to Ashburn or Ashburn to Trumbull).

Crisis Management

Gartner maintains a global crisis management program in alignment with industry best practices. The program includes a corporate crisis team located in our corporate headquarters. Regional crisis teams are in place in the Americas, EMEA, India and APAC with local incident managers in every Gartner office worldwide. Training workshops and/or scenario-based tabletop exercises are conducted quarterly, capturing lessons learned following each session.

ATTACHMENT A: STATEMENT OF WORK TEMPLATE

The following Second Tier Template for IT Research and Advisory Services will be used for all second tier requests. The State reserves the right to modify this template at any time to meet the State's needs.

PROPOSAL INSTRUCTIONS

Department of Technology Management and Budget

IT Research and Advisory Services - Request for Project Services

Project Name:

Solicitation Manager Name: [redacted]

Direct Phone: [redacted]

Email: [redacted]@michigan.gov

This is a Second-Tier Solicitation for:

[Insert: brief description of requested services and deliverables]

Second-Tier Solicitation Timeline

Event	Time	Date
Issue of SOW/Project Request for Services	N/A	[insert date]
State Demo of existing Database	[insert time, e.g., 5:00 p.m. Eastern]	[insert date]
Deadline for Vendors to Submit Written Questions, via Q&A Template, to Solicitation Manager via email.	3:00 p.m. Eastern	[insert date]
Anticipated date the State will respond to bidder questions	[insert time, e.g., 5:00 p.m. Eastern]	[insert date]
Proposals Due to Solicitation Manager via email.	3:00 p.m. Eastern	[insert date]
Services Start	N/A	[insert date]

The above timeline is only an illustration of the Project RFS process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the Project RFS process in general, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

RESPONSE PREPARATION. Please read all Solicitation materials prior to preparing a proposal, particularly these Proposal Instructions. Bidders must follow these Proposal Instructions and provide a complete response. References and links to websites or external sources may not be used in lieu of providing the information requested in the Solicitation within the proposal. Include the Bidder's company name in the header of all documents submitted with your proposal. **Note that all documents and information submitted as part of a proposal will become public record immediately upon receipt by the State of Michigan. Proposals received by the State may be posted on the State's publicly available website after bidders are notified of the award recommendation.**

Request for Project Services Structure and Documentation

Document	Description	Bidder Response Instructions
Cover Page	Provides solicitation title and number, important dates, and contact information for Solicitation Manager	Informational
Proposal Instructions	Provides solicitation instructions to bidders	Informational
Confidential Treatment Form	Required verification on whether bidder's proposal contains confidential information	Bidder to complete and submit by proposal deadline
Vendor Questions Worksheet	Questions to bidders on background and experience	Bidder to complete and submit by proposal deadline
Schedule A – Statement of Work	Statement of work	Bidder to complete and submit by proposal deadline

1. CONTACT INFORMATION FOR THE STATE. The sole point of contact for the State concerning this Request for Project Services is listed on the Cover Page. Contacting any other State personnel, agent, consultant, or representative about this Request for Project Services may result in bidder disqualification.

2. MODIFICATIONS. The State may modify this Request for Project Services at any time.

3. QUESTIONS. Bidder questions about this second-tier solicitation must be submitted using the format below; a Microsoft Excel format or similar is suggested.

Q #	Document Section	and Page #	Bidder Question

4. DELIVERY OF PROPOSAL. The price proposal should be saved separately from all other proposal documents. The bidder should submit all documents in a modifiable (native) format (examples include but are not limited to Microsoft Word or Excel and Google Docs or Sheets). In addition to submitting documents in a modifiable format, the bidder may also submit copies of documents in PDF.

5. MANDATORY MINIMUM REQUIREMENTS. To avoid disqualification, the Bidder must provide documentation to support the following:

Minimum Requirements

Only those proposals that meet the mandatory minimum requirements will be considered for evaluation.

6. EVALUATION PROCESS. The Solicitation Manager and Joint Evaluation Committee (JEC) will evaluate each proposal based on the following factors:

Summary of Evaluation Criteria:

The criteria listed below is an example. Actual criteria will be included within each second-tier bid.

Criteria	Points
1. Experience/Personnel	30 available points
2. Scope of Work & Deliverables/ Business Requirements	40 available points

3. Project Planning and Approach	15 available points
4. Timeline	15 available points
Total	100 available points

Proposals receiving **[Insert: appropriate numerical score; 80 is typical but not required]** or more technical evaluation points will have pricing evaluated and considered for award.

The State may utilize all bidder information, without regard to a proposal's technical score, to determine fair market value for goods or services sought. The State is not obligated to accept the lowest price proposal. If applicable, the State's evaluation will include consideration of a bidder's qualified disabled veterans/service-disabled veteran owned business(QDV/SDVOB) status under [MCL 18.1261\(8\)](#). Additional information on the SDVOB preference is available at: [Michigan.gov/SDVOB](#).

7. NOTICE OF DEFICIENCY. The State reserves the right to issue a **Notice of Deficiency** to Bidders if the State determines after the proposal deadline that a portion of the proposal was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.

8. CLARIFICATION REQUEST. The State reserves the right to issue a **Clarification Request** to a Bidder to clarify its proposal if the State determines the proposal is not clear. Failure to respond to a **Clarification Request** timely may be cause for disqualification.

9. RESERVATIONS. The State reserves the right to:

- a. Disqualify a bidder for failure to follow these instructions.
- b. Discontinue the second-tier solicitation at any time for any or no reason. The issuance of a second-tier solicitation, your preparation and submission of a proposal, and the State's subsequent receipt and evaluation of your proposal does not commit the State to award a contract to you or anyone, even if all the requirements in the second-tier solicitation are met.
- c. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the State received complete proposals, but the proposals did not meet mandatory minimum requirements or technical criteria; or (iv) the award process fails to result in an award.
- d. Consider an otherwise disqualified proposal if no other proposals are received.
- e. Disqualify a proposal based on: (i) information provided by the bidder in response to this second-tier solicitation; or (ii) if it is determined that a bidder purposely or willfully submitted false or misleading information in response to the second-tier solicitation.

- f. Consider prior performance with the State in making its award decision.
- g. Consider overall economic impact to the State when evaluating proposal pricing and in the final award recommendation. This includes but is not limited to: considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, job creation, tax revenue implications, and economically disadvantaged businesses.
- h. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award recommendation.
- i. Refuse to award a contract to any bidder that has failed to pay State taxes or has outstanding debt with the State.
- j. Enter into negotiations with one or more bidders on price, terms, technical requirements, or other deliverables.
- k. Award multiple, optional-use contracts, or award by Contract Activity.
- l. Evaluate the proposal outside the scope identified in the **Evaluation Process** section of this document if the State receives only one proposal.

10. AWARD RECOMMENDATION. The work to be performed under this request will be awarded to the responsive and responsible Bidder who offers the best value to the State. Upon selection, a **Notice of Award** will be posted.

11. GENERAL CONDITIONS. The State will not be liable for any costs, expenses, or damages incurred by a Bidder participating in this solicitation. The Bidder agrees that its proposal will be considered an offer to do business with the State in accordance with its proposal, including the Contract Terms, and that its proposal will be irrevocable and binding for a period of 180 calendar days from date of submission. If a contract is awarded to the Bidder, the State may, at its option, incorporate any part of the Bidder's proposal into a contract. This solicitation is not an offer to enter into a contract. This solicitation may not provide a complete statement of the State's environment, or contain all matters upon which agreement must be reached. The bidder understands that their proposal will become public record immediately upon receipt by the State. Other than verified trade secrets, proposals submitted are the State's property.

12. CONFIDENTIAL TREATMENT FORM AND THE FREEDOM OF INFORMATION ACT. As a public record, all portions of the bidder's proposal and resulting contract are subject to disclosure as required under Michigan's Freedom of Information Act (FOIA), MCL 15.231, et seq. However, the State may exempt some information from disclosure as permitted by law. Under MCL 18.1261(13)(b), records containing "a trade secret as defined under section 2 of the uniform trade secrets act, 1998 PA 448, MCL 445.1902," are exempt from disclosure under FOIA. In addition, "financial or proprietary information" submitted with a bidder's proposal is exempt from disclosure under FOIA. **A bidder's**

failure to comply with this Section is grounds for rejecting a bidder's proposal as non-responsive. As a part of its proposal, each bidder must follow the procedure below.

- a. **SUBMIT A COMPLETED "CONFIDENTIAL TREATMENT FORM" (CT FORM) WITH YOUR BID.** Completion and submission of the CT Form is required regardless of whether the bidder seeks confidential treatment of information. **Failure to submit a completed CT Form may be cause for disqualification from the solicitation process. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form instructions, the proposal may be publicly disclosed in its entirety without redaction after an award recommendation.**
 - i. Complete and sign Section 1 of the CT Form if the bidder does NOT request confidential treatment of information contained in its proposal; or
 - ii. Complete and sign Section 2 of the CT Form if the bidder requests confidential treatment of certain information. **Bidder must also submit a "Public Copy" of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the "Public Copy."**
 - iii. Failure to complete and sign a CT Form may result in disqualification of the bidder. **If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow the CT Form instructions, the proposal, in its entirety, will be treated as a "Public Copy" and may be publicly disclosed by the State without redaction after bidders have been notified of an award recommendation**
- b. **FOIA REQUESTS.** If a FOIA request is made for a bidder's proposal, the Public Copy may be distributed to the public along with the bidder's CT Form. The CT Form is a public document and serves as an explanation for the redactions to the Public Copy. Do not put any trade secret, financial, or proprietary information in the CT Form. Do not redact the CT Form itself.
- c. **NO ADVICE.** The State will not advise a bidder as to the nature or content of documents entitled to protection from disclosure under FOIA or other laws, as to the interpretation of such laws, or as to the definition of trade secret or financial or proprietary information. Nothing contained in this provision will modify or amend requirements and obligations imposed on the State by FOIA or other applicable law.
- d. **FAILURE TO REQUEST CONFIDENTIAL TREATMENT.** Failure to request material be treated as confidential as specified herein relieves the State, its agencies, and personnel from any responsibility for maintaining material in confidence.
- e. Bids containing a request to maintain an entire proposal as confidential may be rejected as non-responsive. Bidders may not request confidential treatment with respect to resumes, pricing, and marketing materials. The State reserves the right to determine whether material designated as exempt by a bidder falls under MCL 18.1261 or other applicable FOIA exemptions. If a FOIA request is made for materials that the bidder has identified as trade

secret, financial, or proprietary information, the State has the final authority to determine whether the materials are exempt from disclosure under FOIA.

- f. Bidder forever releases the State, its departments, subdivisions, officers, and employees from all claims, rights, actions, demands, damages, liabilities, expenses and fees, which arise out of or relate to the disclosure of all or a portion of bidder's proposal submitted under this solicitation. Bidder must defend, indemnify and hold the State, its departments, subdivisions, officers, and employees harmless, without limitation, from and against all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to any FOIA request, including potential litigation and appeals, related to the portion of bidder's proposal submitted under this solicitation that bidder has identified as a trade secret, or financial or proprietary information. The State will notify bidder in writing if indemnification is sought. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, or any portion thereof, if the State deems necessary. Bidder will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. If a State employee, official, or law is involved or challenged, the State may control the defense of that portion of the claim. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

CONFIDENTIAL TREATMENT FORM

INSTRUCTIONS. Bidder must complete either *Section 1* or *Section 2* of this CT Form and sign where indicated. **Do not complete both sections.** This CT Form must be signed by the individual who signed the bidder's proposal. A completed CT Form must be submitted with your proposal, regardless of whether your proposal contains confidential information.

Failure to submit a completed CT Form with your bid is grounds for rejecting the proposal as non-responsive. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form Instructions, the proposal, in its entirety, will be treated as a "Public Copy" and may be publicly disclosed by the State without redaction after bidders have been notified of an award recommendation. See the Confidential Treatment Form and The Freedom of Information Act (FOIA) sections of the Proposal Instructions for additional information

Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED

This section must be completed, signed, and submitted with the proposal if the bidder does **not** request confidential treatment of any material contained in the proposal. **If this section is completed, do not complete Section 2. CONFIDENTIAL TREATMENT IS REQUESTED.**

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is not requested.

Solicitation Number

Solicitation Title

Signature

Date

Printed Name, Title, Company

Section 2. CONFIDENTIAL TREATMENT IS REQUESTED

This section must be completed, signed, and submitted with the proposal if bidder requests confidential treatment of any material contained in the proposal. Submission of a completed CT Form is required to request confidential treatment. **If this section is completed, do not complete Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED.**

Provide the information in the table below. Bidder may add rows or additional pages using the same format shown in the table. Bidder must specifically identify the information to be protected as confidential and state the reasons why protection is necessary.

The CT Form will not be considered fully complete unless, for each confidentiality request, the bidder: (1) identifies the Proposal Page #, Section #, and Paragraph #, (2) identifies whether the material is a Trade Secret (TS), Proprietary Financial Information (FI), or Proprietary Information (PI), and (3) explains the specific legal grounds that support treatment of the material as TS, FI, or PI. Bidders must provide a complete justification as to how the material falls within the scope of an applicable FOIA exemption or relevant case law. Bidders must not simply cite to an applicable exemption or case name. Bidders must also provide the contact information for the person at their organization authorized to respond to inquiries by the State concerning the material.

Bidder must also submit a “Public Copy” of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the “Public Copy”.

(1) Proposal Page #, Section #, Paragraph #	(2) Material is Trade Secret (TS), Proprietary Financial Information (FI), Proprietary Information (PI)	(3) Applicable FOIA Exemption with Written Justification	(4) Bidder Contact Information

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is requested and has attached to this form a redacted “Public Copy” of the bidder’s proposal.

 Solicitation Number

 Solicitation Title

 Signature

 Date

Printed Name, Title, Company

GENERAL COMPANY PROFILE / EXECUTIVE SUMMARY (Please limit to two pages)

1. Describe your competitive advantage (what sets you apart or your company's strengths)
2. Describe your experience related to the type of project and/or services being requested.

Bidder Response:

3. Subcontracting Information (if applicable)

Disclosure of Subcontractors. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	
The relationship of the subcontractor to the Bidder.	
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	
Of the total bid, the price of the subcontractor's work.	

Project Background

PROJECT OVERVIEW

1. Acronyms/Definitions

Document Reference	Description

2. Project Identification

- a. Project Purpose and Objective:
- b. Project Background:

3. Scope of Work & Deliverables

- a. In Scope
- b. Out of Scope
- c. Environment
- d. Deliverables/ Requirements
 - i. The solution will meet all requirements as detailed in **Exhibit 1 – Business Requirements.**
 - ii. Contractor agrees to all provisions in **Exhibit 2 – Additional Federal Provisions, if included.**

4. Contractor Key Personnel

Instructions: Bidder to provide named resources for the following positions. Additionally, bidder will need to provide a resume for each listed resource in **Attachment 1 – Bidder’s Personnel Resumes**. Resumes should provide relevant experience to the role as described. Please keep resumes to no more than 2 pages.

Technical Lead/ Architect. Contractor resource who is responsible for the overall quality of all technical activities, including Customer development, infrastructure, interfaces, and Solution performance on behalf of Infrastructure Design, creation and any related technical deliverables.

Contractor
Name Address Phone Email

Contractor Project Manager. Contractor resource who is responsible to serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services, matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name Address Phone Email

5. Additional Proposed Contractor Personnel (Please add additional boxes as necessary)

Instructions: Bidder to provide a list of proposed resources for any position beyond those listed in 4.

Contractor Key Personnel. Additionally, bidder will need to provide a resume for each listed resource in **Attachment 1 – Bidder’s Personnel Resumes**. Resumes should provide relevant experience to the role. Named resources are preferred. Please keep resumes to no more than 2 pages.

Contractor: (Title)
Name Address Phone Email

Contractor: (Title)

Name
Address
Phone
Email

Contractor: (Title)

Name
Address
Phone
Email

6. State Roles and Responsibilities

Bidder to details expected State Roles and Responsibilities as well as % time allocation of those resources.

Response:

7. Offshore Resources

Bidder must describe if they are proposing to use offshore resources in the performance of the work and the specific work that they will be performing. Domestic resources are preferred. Offshore resources will be considered for appropriate roles, if approved by the State.

Response:

8. Project Planning and Approach

- a. Describe your overall project approach and project management methodology to be used for this project.
- b. Provide an example of a project schedule that you would use on this project and include approach to managing the schedule and communicating task performance.
- c. Provide a list of technologies that will be used to satisfy requirements.

- d. Provide an overview of your security approach, including your company's secure coding practices and principles and how your company tests to confirm both the application code and data are secure.
- e. Testing – Describe the testing appropriate including the level of testing that you will do to ensure the State receives a version of the code that is of the highest quality.
- f. Defect Management Approach – Describe the approach you take to capture, process, correct, and release defects found during State of Michigan testing.
- g. Data Conversion Approach – If required, describe how data conversion will be planned and managed.

Response:

9. Project Management – Provide an overview of the following activities to be performed during the project:

- a. Risk / Issue Management and Escalation as needed. Also provide some key risks that you find common for projects with similar scope and goals and include the associated mitigation strategies you've used for those risks.
- b. Change Management – Describe how changes will be captured, cost/effort estimated, and approved changes added to the project.
- c. Status Updates. Include a description what meetings the State can expect and an example of a status report.

Response:

10. SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Contractor.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the

Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractors may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

The Bidder is required to review <http://www.michigan.gov/suite> and demonstrate how each PMM/SEM requirement will be met. Bidders wishing to use their own documents must submit an example of the document that will be substituted. If the Bidder deems a document to be non-applicable, please provide reasons for the determination. The State reserves the right to give final approval of substituted documents and items marked as non-applicable.

Response:

11. Training

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency.

The Bidder must provide available training options and include details such as: typical class size, materials to be provided, class duration, on-site or web based. The Bidder must provide a training plan for go-live support and transition to self-support, including options and details such as the number of dedicated personnel, staff location, hours available and duration of go-live support.

Response:

12. Documentation

Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

13. Transition

Bidder must describe how they propose a successful transition to State self-sufficiency. Please include methodology/ approach for both the technical side (i.e. infrastructure operation and architecture) as well as the business side. Please include how long the transition is proposed to take as well as what skill set the State will need to take over the solution.

Response:

14. Experience/ References

Describe at least 3 relevant experiences from the last 5 years supporting your ability to successfully manage a contract of similar size and scope for the work described in this RFS. By providing the information below, Bidder agree to allow the State to conduct reference checks.

Information Sought	Bidder Response
Experience 1	
Company name	
Contact name	
Contact role at time of project	
Contact phone	
Contact email	
City	
State	
Zip	
1. Project name and description of the scope of the project	
2. What role did your company play?	

3. How is this project experience relevant to the subject of this RFS?	
Dollar value	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained	
Experience 2	
Company name	
Contact name	
Contact role at time of project	
Contact phone	
Contact email	
City	
State	
Zip	
1. Project name and description of the scope of the project	
2. What role did your company play?	
3. How is this project experience relevant to the subject of this RFS?	
Dollar value	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained	
Experience 3	
Company name	

Contact name	
Contact role at time of project	
Contact phone	
Contact email	
City	
State	
Zip	
1. Project name and description of the scope of the project	
2. What role did your company play?	
3. How is this project experience relevant to the subject of this RFS?	
Dollar value	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained	

15. Pricing & Timeline

This project will be Milestone/Deliverable based. Invoicing/payment will be submitted after approval of milestones and/or deliverables by the State's Project Manager and Project Sponsor.

Price proposals must include all costs for the development, support, implementation, and training for the Solution. Please complete the table below. Additional rows can be added if proposing additional milestones.

Milestone/Deliverable Pricing Model

Milestone/Deliverable	Milestone Event	Associated Milestone Deliverable(s)	Proposed State Staff involved with % time allocation	Proposed Vendor Staff involved with % time allocation	Schedule	Cost
Milestone/Deliverable 1:	Project Planning	Project Kickoff	1) 2) 3) Etc.	1) 2) 3) Etc.	Contract Execution + x calendar days	\$
Milestone/Deliverable 2:	Requirements and Design Validation	Validation sessions, Final Requirement Validation Document, Final Design Document, Final Implementation Document	1) 2) 3) Etc.	1) 2) 3) Etc.	Execution + x calendar days	\$

Milestone/Deliverable 3:	Provision environments	Validate Test and Production environments, Execute/validate Data Migration	1) 2) 3) Etc.	1) 2) 3) Etc.	Execution + x calendar days	\$
Milestone/Deliverable 4:	Installation and Configuration of software	Final Solution and Testing Document	1) 2) 3) Etc.	1) 2) 3) Etc.	Execution + x calendar days	\$
Milestone/Deliverable 5:	Testing and Acceptance	Final Test Results Report, Final Training Documentation, Final Acceptance, Knowledge Transfer Process Acceptance	1) 2) 3) Etc.	1) 2) 3) Etc.	Execution + x calendar days	\$
Milestone/Deliverable 6:	Go/No-Go Decision		1) 2) 3) Etc.	1) 2) 3) Etc.	Execution + x calendar days	\$(Must be at least 10% of the total cost)
Milestone/Deliverable 7:	Post-Production Warranty*	<u>Included in the cost of Solution.</u>	1) 2) 3) Etc.	1) 2) 3) Etc.	Production + 90 calendar days	\$ 0.00

Milestone/Deliverable 8:	Final Payment				\$ (Must be at least 10% of the total cost)
Total**					\$
Optional Support 1***	Production Support Services	After Post-Production Warranty		90 additional calendar days	\$
Optional Support 2***	Production Support Services	After Post-Production Warranty		90 additional calendar days	\$
Optional Support 3***	Production Support Services	After Post-Production Warranty		90 additional calendar days	\$

* **Note:** Postproduction Warranty. The Contractor must provide a 90 calendar days postproduction warranty at no cost to the State. The postproduction warranty will meet all requirements of the contract.

** **Note:** Total Project Costs are not to exceed amount submitted/proposed. Price must be **ALL INCLUSIVE**, including, but not limited to, any and all delivery costs or destination fees.

*** **Note:** Additional Maintenance and Support may be required for an optimal transition of responsibilities over to the State. At its sole discretion, the State may purchase additional Maintenance and Support in up to 3, 90 days blocks.

Work Breakdown Structure (WBS)

Bidder must provide a Work Breakdown Structure (WBS) that corresponds with the milestone dates set forth above (or with Bidder's alternatively proposed schedule). The WBS must be detailed enough to identify all State and Contractor responsibilities.

Response: Please attached as **Attachment 2 - Work Breakdown Structure (WBS)** at the end of this document.

Hourly Billing Pricing

Contractor must provide the hourly rate of each member of its proposed team along with the total hours dedicated to the project. Additional rows may be added.

Resource's Role / Job Title	Hourly Bill Rate	Hours	Total Costs
Role 1:	\$	x	\$
Role 2:	\$	x	\$
Role 3:	\$	x	\$
Role 4:	\$	x	\$
Role 5:	\$	x	\$
Total		x	\$

Open Source or Third Party Products

The Contractor must identify any open source or third-party products that include a separate licensing fee and will be used in connection with the proposed Solution.

Product	Price

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Post-Production Warranty and Optional Support Service Level Agreement

The below applies to the 90 day Post-Production Warranty Period and any following Optional Support.

1.1 Service Level Table. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. **"Resolve"**, **"Resolved"**, **"Resolution"** and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	<p>(a) Issue affecting entire Software system or single critical production function;</p> <p>(b) Software down or operating in materially degraded state;</p> <p>(c) Data integrity at risk;</p> <p>(d) Material financial impact;</p>	Contractor shall acknowledge receipt of a Support Request within thirty (30) minutes.	<p>Contractor shall Resolve the Support Request as soon as practicable and no later than four (4) hours after Contractor's receipt of the Support Request.</p> <p>If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the support classification assessment will be reduced to a High Service Error.</p>

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
	<p>(e) Widespread access interruptions: or</p> <p>(f) Classified by the state as a Critical Service Error</p>		
High Service Error	<p>(a) A Critical Service Error for which the State has received, within the Resolution time for Critical Service Errors, a work-around that the State has accepted in writing; or</p> <p>(b) Primary component failure that materially impairs Software's performance;</p>	Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around, within twenty-four (24) hours.	Contractor shall Resolve the Support Request as soon as practicable and no later than two (2) Business Days after Contractor's receipt of the Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around.

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
	<p>(c) Data entry or access is materially impaired on a limited basis; or</p> <p>(d) performance issues of severe nature impacting critical processes</p>		
Medium Service Error	<p>An isolated or minor Error in the Software that meets any of the following requirements:</p> <p>(a) does not significantly affect Software functionality;</p> <p>(b) can or does impair or disable only certain non-essential Software functions; or</p> <p>(c) does not materially affect</p>	Contractor shall acknowledge receipt of the Support Request within two (2) Business Days.	Contractor shall Resolve the Support Request as soon as practicable and no later than ten (10) Business Days after Contractor's receipt of the Support Request.

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
	the State's use of the Software		
Low Service Error	Request for assistance, information, or services that are routine in nature.	Contractor shall acknowledge receipt of the Support Request within five (5) Business Days.	N/A

1.2 Escalation. If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the Contractor Project Manager and State Program Managers, or their designees, and then to the parties' respective Contract Administrators.

1.3 Time Extensions. The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.

1.4 Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:

- (a) the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution;

(b) its Service Level performance, including Service Level response and Resolution times; and

(c) the Service Credits to which the State has become entitled.

2. Service Credits.

2.1 Service Credit Amounts. If the Contractor fails to respond to a Support Request within the applicable Service Level response time or to Resolve a Support Request within the applicable Service Level Resolution time, the State will be entitled to the corresponding service credits specified in the table below ("**Service Credits**"), provided that the relevant Error did not result from a State Cause.

Support Request Classification	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	An amount equal to 5% of <i>Milestone/Deliverable 8: Final Payment</i> (if during the warranty) or <i>Optional Support 1, 2, 3</i> (if during optional support) for each hour by which Contractor's response exceeds the required Response time.	An amount equal to 5% of <i>Milestone/Deliverable 8: Final Payment</i> (if during the warranty) or <i>Optional Support 1, 2, 3</i> (if during optional support) for each hour by which Contractor's response exceeds the required Resolution time.
High Service Error	An amount equal to 3% of <i>Milestone/Deliverable 8: Final Payment</i> (if during the warranty) or <i>Optional Support 1, 2, 3</i> (if during optional support) for each day by which Contractor's response exceeds the required Response time.	An amount equal to 3% of <i>Milestone/Deliverable 8: Final Payment</i> (if during the warranty) or <i>Optional Support 1, 2, 3</i> (if during optional support) for each day by which Contractor's response exceeds the required Resolution time.

2.2 Compensatory Purpose. The parties intend that the Service Credits constitute compensation to the State, and not a penalty. The parties acknowledge and agree that the State's harm caused by Contractor's delayed delivery of the Support Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's breach of its Service Level obligations.

2.3 Issuance of Service Credits. Contractor shall, for each monthly invoice period, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State has become entitled during that invoice period. Contractor shall pay the amount of the Service Credit as a debt to the State within fifteen (15) Business Days of issue of the Service Credit acknowledgment, provided that, at the State's option, the State may, at any time prior to Contractor's payment of such debt, deduct the Service Credit from the amount payable by the State to Contractor pursuant to such invoice.

2.4 Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Service Levels for Resolution of any Critical Service Errors or High Service Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this **Section 2**, the State may terminate this Schedule for cause in accordance with terms of the Contract.

3. Communications. In addition to the mechanisms for giving notice specified in the Contract, unless expressly specified otherwise in this the Contract, the parties may use e-mail for communications on any matter referred to herein.

1. Exhibit 1 – Business Requirements

Business Req. No.	Detailed Business Requirement Description

2. Exhibit 2 – Additional Federal Provisions

[Read and delete: This section may only be required if federal funding is to be used for the second tier solicitation, based on the federal funding program requirements. Each State Agency or Department is solely responsible for ensuring that the contracts they use meet their federal funding program requirements. If you determine that you need any federal provisions for this second tier solicitation, then insert the required provisions after the paragraph below.]

This Exhibit 2 – Additional Federal Provisions applies to second tier solicitations that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

3. Attachment 1 – Bidder's Personnel Resumes
(Bidder to Provide)

4. Attachment 2 - Work Breakdown Structure (WBS)

(Bidder to Provide)