

Illinois Department of Innovation and Technology
Participating Addendum
NASPO ValuePoint
Procurement Assistance and Supportive Services (PASS)
DPC-1428523190-SA-21-PASS_ITRAC
26-448DOIT-INFOT-P-97276

The Parties to this Participating Addendum ("PA" or "Contract") are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This Contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this Contract, constitute the entire contract between the Parties concerning the subject matter of the Contract, and in signing the Contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the Contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. This Contract can be signed in multiple counterparts upon agreement of the Parties. Cooperative Contract means the agreement between the lead entity and the vendor as facilitated by the cooperative.

- 1. SCOPE OF WORK:** This PA to Master Agreement DPC-1428523190-SA-21-PASS_ITRAC ("Master Agreement") is for use by all governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the Illinois CPO.

DPC-1428523190-SA-21-PASS_ITRAC – page 21 – Attachment B – SCOPE OF WORK

This PA covers Procurement of Acquisition Support Services (PASS) led by the State of North Carolina for use by state agencies and other entities located in the State of Illinois authorized by that state's statutes to utilize State contracts with the prior approval of the Illinois Chief Procurement Officer for General Services ("Illinois CPO"). Purchase Orders placed from this Participating Addendum are limited exclusively to products and services available from Gartner, Inc. in the Scope of Work identified in this Section herein.

Detailed quotes are required for all orders from this PA.

- 2. PARTICIPATION:** This NASPO ValuePoint Master Agreement may be used by all governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the Illinois CPO.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO NASPO VALUEPOINT

- DPC-1428523190-SA-21-PASS_ITRAC: The following changes are modifying or supplementing the Cooperative Contract terms and conditions. These modifications and additions apply only to actions and relationships with all governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the Illinois CPO. Any conflict between the terms of the Cooperative Contract and the terms of this Participating Contract shall be governed by the terms of this Participating Contract. Those terms that are not otherwise in conflict shall continue in full force and effect.

3.1. JOINT AND COOPERATIVE PURCHASING

3.1.1. The services or supplies purchased subject to the PA shall be rendered directly to each governmental unit or qualified not-for-profit agency.

3.1.2. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

3.1.3. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax, or any other public entity created by Illinois statute.

3.1.4. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

3.1.5. The Chief Procurement Officer for General Services makes this Contract available to all governmental units and qualified not-for-profit agencies.

3.1.6. Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the Master Agreement for the items in the PA to the State and all authorized governmental units and qualified not-for-profit agencies.

3.1.7. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

3.1.8. Contractor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased pursuant to a Purchase Order or other similar State purchasing document such as its Basic Ordering Agreement (cumulatively referred to herein as "PO"). All terms and conditions in this PA apply with full force and effect to all POs.

3.1.9. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

3.1.10. Disputes between Contractor and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

3.1.11. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

3.2. SUBCONTRACTING:

Subcontractors are allowed.

3.2.1. Will subcontractors be utilized? ☒ Yes ☐ No

All contactors, dealers, and resellers authorized in the State of Illinois as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO DPC-1428523190-SA-21-PASS_ITRAC. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

3.2.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Marucco, Stoddard, Ferenbach, and Walsh, Inc DBA MSF&W Consulting

Amount to Be Paid: 11% of the contract

Address: 3445 Liberty Drive, Springfield, IL 62704

Description of Work: Management Consulting Support

If additional space is necessary to provide subcontractor information, please attach an additional page.

3.2.3. If the annual value of any subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

3.2.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

3.2.5. Any subcontractors must include the same certifications that Contractor must make as a condition of this PA Contractor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

3.3. SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State, or the State of Illinois entity that is a party to the PO and performed in a manner that does not interfere with the state and its personnel.

3.4. WHERE SERVICES ARE TO BE PERFORMED: All services shall be performed in the United States, unless services are provided by Insights Experts or as otherwise approved in writing by the State of Illinois, governmental units, or qualified not-for-profit agencies.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

- Location where services will be performed: United States

Value of services performed at this location: 100%

4. PRICING

4.1. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the Contract price is firm or estimated at the time it is submitted for obligation. The total price of this PA is estimated.

4.2. VENDOR'S PRICING: Vendor's pricing is located in the Items Tab in the BidBuy Purchase Order. The State includes in this contract the BidBuy Purchase Order as it contains the agreed pricing.

4.3. MAXIMUM AMOUNT: This is an indefinite quantity Joint Purchase Master Contract.

5. TERM AND TERMINATION

5.1. TERM OF THIS PA: The PA will have an initial term commencing upon execution and ending on 1/18/2029. In accordance with the Master Agreement: Subscription-based Service Orders may be purchased up to then-current Master Agreement expiration date and extend to one year thereafter.

5.1.1. In no event will the maximum total term of the PA, including the initial term, any renewal terms, and any extensions, exceed ten (10) years.

5.1.2. Vendor shall not commence billable work in furtherance of the PA prior to final execution of the PA except when permitted pursuant to 30 ILCS 500/20-80.

5.2. TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the Contract.

5.2.1. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the Contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Contract without additional written notice or (b) enforce the terms and conditions of the Contract. Additional causes allowing for termination under this Section include but are not limited to: failure to perform the services or deliver the goods within the time specified; failure to perform any other material requirement; failure to make sufficient progress so as to endanger performance; or any other breach of Contract. Vendor shall not be entitled to any anticipated profits or unearned compensation as a result of a termination for cause.

5.2.2. For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages. In the event the State covers a resulting loss by contracting with an alternate vendor, Vendor shall be liable for any difference in cost between this Contract price and the replacement price for the

remaining term, as well as any other damages, including delay damages. Vendor shall be liable to the State for all reasonable costs incurred by the State in enforcing any provision of this Contract, including attorneys' fees.

5.2.3. However, if, after termination, a court of competent jurisdiction determines that Vendor's actions were excusable under this Contract, then the rights and obligations of the Parties shall be the same as if the termination had been issued as a Termination for Convenience. The State may, in its sole discretion and for its sole benefit, elect to exercise this right if it determines that it is in the best interest of the State.

5.3. TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this Contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this Contract up to and including the date of termination.

5.4. OTHER TERMINATION: The State may also terminate, in whole or in part, this Contract without advance notice pursuant to Section 5.6.

5.5. SUSPENSION: The State may also suspend, in whole or in part, this Contract without advance notice pursuant to Section 5.6.

5.6. AVAILABILITY OF APPROPRIATION: This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and the Agency's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

6. STANDARD BUSINESS TERMS AND CONDITIONS

6.1. PAYMENT TERMS AND CONDITIONS:

6.1.1. PAYMENT: All payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540;
State of Illinois Participating Contract
v.26.1

74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

6.1.2. MINORITY CONTRACTOR INITIATIVE: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

6.1.3. NO WORK PRIOR TO EXECUTION: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Contract by the Parties even if the effective date of the Contract is prior to execution.

6.1.4. PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with the Contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.

6.1.5. FEDERAL FUNDING: This Contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

6.1.6. INVOICING: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this Contract, and the amount billed and expenses incurred are as allowed in this Contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

6.1.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

6.1.6.2. Vendor shall invoice at this completion of the Contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the Contract, or via SOW or Service Order.

Send invoices to:

Agency:	Ordering Entity
Attn:	Ordering Entity
Address:	Ordering Entity
City, State Zip	Ordering Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

6.2. ASSIGNMENT: This Contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

6.3. SUBCONTRACTING: For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this Contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this Contract. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

6.3.1. Vendor shall be fully responsible for the performance of any subcontractors. Vendor shall supervise and guarantee the work of its subcontractors and shall ensure that all subcontractors comply with all requirements of this Contract just as if they were Vendor's own employees. If a subcontractor fails to perform or violates any Contract requirement, Vendor shall promptly remedy the issue (including, if necessary, by replacing

the subcontractor). Vendor shall be liable for any acts, omissions, or breaches by its subcontractors or agents to the same extent as if performed by Vendor. The State's approval of any subcontractor does not relieve Vendor of its obligations under this Contract.

- 6.4. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this Contract and any subcontract necessary to support amounts charged to the State pursuant this Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay Contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this Section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 6.5. CONTINUING PERFORMANCE:** Time is of the essence with respect to Vendor's performance of this Contract. Vendor shall continue to perform its obligations while any dispute concerning this Contract is being resolved unless otherwise directed by the State.
- 6.6. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 6.7. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition (a "Force Majeure Event"). In the event of Vendor non-performance due to a Force Majeure Event, Vendor must promptly notify the State in writing describing the Force Majeure Event, the expected duration of the inability to perform, and any action being taken to mitigate the effect of the event. During the period of non-performance, the Vendor shall explore all reasonable alternatives to fulfill the Contract. The State may terminate this Contract in whole or in part without penalty if

performance does not resume within thirty (30) days of the declaration. This provision shall not excuse: (a) late delivery of goods specifically manufactured or sourced for this Contract, if such goods are readily obtainable from other sources in a timely manner; or (b) any failure to implement disaster recovery or business continuity procedures where the implementation of such procedures would be reasonable, industry standard, or otherwise required by this Contract. This provision does not excuse Vendor's obligation to resume full performance when the Force Majeure Event no longer causes an inability to perform. If a Force Majeure Event causes a shortage of materials or resources, Vendor will allocate any available materials or resources to meet the State's requirements first before any allocation to other customers.

6.8. CONFIDENTIAL INFORMATION: Each Party to this Contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this Contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140), shall be considered public. Unless otherwise agreed by the Parties, and then only upon receipt of the State's prior written consent, Vendor and its subcontractors shall not access or attain any personally identifiable information or sensitive information on or from the State's systems, and Vendor agrees that any such information is the confidential information of the State. In any event, Vendor shall implement and maintain reasonable security measures to protect any and all data, information, and records disclosed by the State under this Contract from unauthorized access, acquisition, destruction, use, modification, or disclosure. No confidential data collected, maintained, or used in the course of performance of this Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this Contract, in a non-proprietary, readily usable format, promptly at the end of this Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

6.9. USE AND OWNERSHIP (Intellectual Property): See Master Agreement (Section XI and Section XIV.O.2.)

6.10. INDEMNIFICATION AND LIABILITY: The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Contractor's negligence or willful misconduct in the performance of this Contract; (c) or any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Upon a claim against State of Illinois alleging any Contract Deliverable infringes a copyright, patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against State of Illinois. Contractor will not indemnify State of Illinois however, if the claim of infringement is caused by (1) the State of Illinois knowing misuse or unauthorized modification of the Deliverable; or (2) State of Illinois's failure to use corrections or enhancements provided by Contractor. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either at its sole cost: (a) procure the right for State of Illinois to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to State of Illinois the fees paid for such Deliverable. Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death, damage to property caused by the negligence or willful misconduct of Contractor or its employees or violation of intellectual property rights as set forth above, Contractor's total liability arising out of this Contract and the provision of the Services shall be limited to three times (3X) the fees paid and payable by the State of Illinois under the specific Statement of Work under which such liability arises.

6.10.1. ADDITIONAL VENDOR OBLIGATIONS: In the event any actual or alleged claim that the products or services provided under this Contract violate any intellectual property rights, Vendor shall, at its own expense, promptly: (a) secure for the State the right to continue using the affected product, software or service; (b) replace or modify the affected product, software or service to make it non-infringing, provided such modification or replacement does not materially degrade any functionality; or (c) subject to the State's consent, refund or forego: (i) the purchase price, if a product; or (ii) if a

license fee or service, the fees paid or due to be paid for every month remaining in the term following the date after which the State ceases use of that software or service.

6.10.2. DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: To the extent related to or in furtherance of the Vendor's performance under this Contract, Vendor shall ensure the security, storage, and integrity of the State's content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data including personally identifiable information and sensitive information) from unauthorized access. Vendor shall implement and maintain all appropriate safeguards to prevent unauthorized disclosure of, access to, or use of State data and any personally identifiable and sensitive information. For purposes of this Section, unauthorized disclosure of, access to, or use of data or personally identifiable or sensitive information is defined as a "Data Incident."

Vendor shall notify the State within forty-eight (48) hours after becoming aware of a Data Incident that impacts, or is reasonably likely to impact, State Data. Vendor shall thereafter provide periodic updates as material new information becomes available, and upon the State's reasonable request, until the incident is resolved or the impact to the State is reasonably understood. Notifications shall be sent via email to DoIT.Security@illinois.gov, with the subject line: "Breach Notification" as it relates to Data Incidents.

If the Data Incident results from Vendor's breach of this Contract or negligent or unauthorized act or omission, including without limitation those of its subcontractors or other agents, Vendor shall: (a) compensate the State for any reasonable expenses related to notification of consumers, (b) provide credit monitoring service to any affected individual for one year or for any longer periods that may be required by law, and (c) as technically possible, provide remediation services to restore data and data integrity. Vendor shall provide State a summary report consisting of sufficient detail to enable State to comply with applicable legal and regulatory requirements resulting from such a security incident. The summary report shall include: (i) the categories of systems and data relevant to the confirmed Data Incident (when known) including identification of any State-related data, systems, environments, or data repositories examined and any known to have been excluded; (ii) a high level description of the investigation; and (iii) a written attestation via writing or email by a senior security officer of Vendor certifying the investigation was conducted in good faith with reasonable completeness based on information available at the time. Vendor shall preserve all security logs, access records, and forensic data related to the Data Incident in accordance with Vendor's standard retention policies and applicable law following discovery of the incident. In the event the State determines, in its reasonable judgment, that the summary report does not contain sufficient information to enable the State to meet its legal and regulatory obligations, Vendor shall provide a supplementary summary within a reasonable timeframe to support the State's legal and regulatory obligations when a new update is available.

In addition to the foregoing, and in order to enable the State to independently verify the scope and completeness of Vendor's investigation, Vendor shall satisfy one of the following requirements, as agreed upon by the parties: (a) Upon the State's written request, Vendor shall provide the State a written executive-level incident summary, responses to the State's reasonable questions regarding the investigation scope; or (b) Independent Forensic Review (as applicable), where the Vendor shall, at its own discretion and expense, engage an independent third-party forensic firm, with a recognized and good industry reputation, to review and validate the scope and completeness of Vendor's investigation, and shall provide the State with a summary of findings as they relate to State Data and remediate its findings and identified deficiencies.

Nothing in this Contract shall be construed to limit, waive, or otherwise diminish any investigatory, regulatory, or oversight authority the State may possess under applicable law, regulation, or executive authority regarding the protection, security, and handling of State Data under this Contract; provided, however, that this provision does not create any right of access to Vendor's systems, data, personnel, or facilities beyond what is expressly provided for elsewhere in this Contract or required by applicable law. This Section does not limit the State's other rights or remedies, if any, resulting from a Data Incident. Vendor shall reimburse the State for costs incurred by the State in responding to, and mitigating damages caused by, any such Data Incident, including all costs of notice and remediation. Vendor shall indemnify the State for all third-party claims associated with Vendor's breach of the obligations stated in this Section, as well as any negligent or unauthorized act or omission related to any Data Incident, including without limitation those of its subcontractors or other agents.

6.10.3. DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable where any damage or impairment to the State's computers, systems, and networks, or any loss or corruption of the State's data or content, is due to Vendor's negligent or intentional acts and omissions. Further, Vendor shall reimburse the State for any and all costs incurred by the State in restoring such data, content, computers, systems, or networks.

6.11. INSURANCE: Vendor shall, at all times during the term of this Contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount

required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

6.12. INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

6.13. SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

6.14. COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.

6.15. BACKGROUND CHECK: Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within five (5) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractor's officers, employees, or agents performing services on state owned, leased, or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

6.16. APPLICABLE LAW:

6.16.1. PREVAILING LAW: This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

6.16.2. EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

6.16.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505. The State shall not enter into binding arbitration to resolve any dispute arising out of this Contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

6.16.4. OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

6.17. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

6.18. CONTRACTUAL AUTHORITY: The Agency that signs this Contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this Contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

6.19. EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

6.20. NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this Contract using the Contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

- 6.21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 6.22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this Contract and compliance with law and rule to determine whether to continue this Contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 6.23. FREEDOM OF INFORMATION ACT:** This Contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this Contract. 5 ILCS 140.
- 6.24. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 6.25. NEW GOODS:** Any and all products furnished under this Contract shall be new, unused, not reconditioned, and most recent manufacture and not discontinued.
- 6.26. SUBSTITUTION:** To the extent any product at issue under this Contract becomes discontinued or otherwise not available during any term of an order, the Vendor may propose to substitute an equivalent or better product at no additional cost to the State. Any substitutions of products shall be subject to the prior review and written approval of the State.
- 6.27. WARRANTIES FOR SUPPLIES AND SERVICES:**
- 6.27.1. Equipment Warranty.** Reserved.
- 6.27.2. Software Warranty.** Reserved
- 6.27.3. Subscription Services Warranty.** To the extent that Subscription Services are provided under this Contract, Vendor warrants that it will provide those Subscription Services: (1) with reasonable professional skill and in accordance with the requirements of this Contract; and (2) to the extent not inconsistent with the foregoing,

in accordance with the Documentation as it exists at the time of this Contract's execution. If provided Subscription Services do not comply with this warranty: (a) Vendor will make reasonable efforts to correct the non-conformance; and (b) if Vendor is unable to correct the non-conformance within thirty (30) days or such longer period as agreed to by the State, then it shall notify the State, and the State, at its option, may terminate the Subscription Services and receive a refund of any pre-paid fees that will not be provided as a result of the termination.

6.27.4. Supplies Warranty. Reserved

6.27.5. Professional Consulting Services Warranty. Vendor warrants that all professional consulting services required or provided under this Contract, including those of its subcontractors, will be performed (a) in accordance with this Contract; (b) by trained and competent personnel; (c) in a timely, workmanlike manner; and (d) in accordance with industry standard practices for services of this kind. If the State notifies Vendor of a breach of this warranty, Vendor shall re-perform such services in compliance with the warranty within a reasonable period of time not to exceed twenty (20) business days, or the time period agreed to by the Parties in writing. In the event the Vendor does not comply with the warranty within the above referenced timeframe, the State shall be entitled to terminate services and receive a refund of all Vendor fees associated with the services. Vendor shall monitor performance of each individual assigned to perform work under this Contract and shall immediately reassign any individual who does not perform in accordance with this Contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

6.27.6. No Restrictions on Use Warranty. See Section X.C. in Master.

6.27.7. Warranty Transfer. Reserved.

6.27.8. Disclaimer of Warranties. See Section X in the Master (for Consulting) and Section XIV.O.3 (for Subscription Services). The State's rights under this Section are not exclusive and do not waive or limit any other rights or remedies afforded to the State by applicable law or under this Contract.

Continuing Warranties: All representations and warranties of Vendor shall persist for their intended term length and shall survive the completion of services, delivery of goods, and termination or expiration of this Contract. Vendor acknowledges that the State is relying on these representations and warranties in entering into this Contract.

6.28. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this Contract.

6.29. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

6.30. SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

6.30.1. The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);

6.30.2. The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

6.30.3. The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

6.30.4. The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract;

6.30.5. The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

6.30.6. Vendor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clauses of this Contract; and

6.30.7. Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards (as published at www.dhs.state.il.us/iitaa). 30 ILCS 587.

6.31. SECURITY REQUIREMENTS: The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

An information security risk assessment, data classification and system categorization process, and a system security plan must be in place in accordance with industry standards. Vendor must participate with the risk assessment process by providing responses to an industry standard questionnaire upon request and not more than once annually. The formal risk assessment process, by requesting the standard questionnaire,

will be administered by the Illinois Department of Innovation and Technology, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel.

If not specifically addressed in other Vendor Information Technology Requirements, Vendor must comply with applicable State of Illinois security policies to the extent such policies apply to the protection and handling of State Data (<https://doit.illinois.gov/initiatives/cybersecurity/policies.html>); or shall comply with minimum security baselines as identified in accordance with international standards (e.g., ISO27001).

Vendor shall maintain ISO/IEC 27001 certification throughout the term of the contract and provide evidence of successful completion of annual surveillance audits and any recertification audits. Vendor shall immediately notify the State in the event its ISO/IEC 27001 certification is suspended, revoked, or lapses for any reason. In addition, Vendor shall notify the State within thirty (30) days of any corrective action plan resulting from a major nonconformity identified during a surveillance or recertification audit, to the extent such nonconformity relates to information security controls applicable to the confidentiality, integrity, or availability of State data. Gartner shall promptly notify the State of any major nonconformity identified during ISO 27001 surveillance or recertification audits that relates to controls applicable to the protection of State Data, together with the remediation timeline. Gartner shall also notify the State in the event that three or more minor nonconformities are identified within a single audit cycle that collectively relate to the same control domain applicable to the protection of State Data. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation and Technology, Division of Information Security.

The inclusion of open-source software is not contemplated under this Contract.

Vendor shall ensure any products, subscriptions, and/or services made available under this Contract will interface with the State's identity and access management solutions if authentication is required for access to the system, or a mutually agreeable alternative.

Vendor shall ensure any products, subscriptions, and/or services will log activity in accordance with the State's Minimum Logging Requirements (Appendix S1) for the term of the Contract, as modified by the parties.

Vendor shall ensure remediation begins within 48 hours of discovery for all critical and high (CVSS 7.0 and higher) vulnerabilities, as well as any additional vulnerabilities as determined by the State of Illinois.

Upon the State's written request, not more than once per quarter, Vendor shall provide a summary report of its vulnerability management posture for systems that store, process, or transmit State Data, including: (a) the total number of known open critical and high severity (CVSS 7.0 or higher) vulnerabilities affecting such systems; (b) the average and maximum age of such open vulnerabilities; and (c) confirmation that remediation is proceeding in accordance with Vendor's vulnerability management policy. The summary shall not include specific vulnerability details, CVE identifiers, or technical descriptions.

State and Federal laws, rules, and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards, and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

- Illinois Identity Protection Act (5 ILCS 179)
- Illinois Personal Information Protection Act (815 ILCS 530)
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99)
- Federal Bureau of Investigations Criminal Justice Information Services ("CJIS") Security Policy, version 5.5, issued June 26, 2016
- Federal Centers for Medicare & Medicaid Services ("CMS") MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
- Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards ("ARS") CMS Minimum Security Requirements Version 2.0 September 20, 2013.

6.32. DATA LOCATION AND ACCESS:

State data shall not be stored on, or processed by any system, server, or infrastructure located outside the continental United States. For purposes of this provision, "processed" refers to automated or computational operations performed on State data, and does not include the review, analysis, or use of State data by personnel in the course of providing professional services. Where such personnel access State data, such access must occur exclusively through secured virtualized environments from which data cannot be extracted, downloaded or transferred. Vendor may perform non-essential administrative back-office functions related to this Contract using personnel located outside of the United States, provided that all such activities comply with the other provisions of this Contract, applicable laws, regulations, and data security requirements.

6.33. DATA USE: Use of any data provided by the State or generated exclusively for the State in the course of performing services under this Contract, is strictly limited to

fulfilling its obligations under this Contract and for no other purpose without the prior written consent of the State. State Data does not include Vendor's proprietary data or information developed independently without reference to State Data. All other use of State Data, including but not limited to sharing, selling, or utilizing State Data for purposes not otherwise explicitly stated in this Contract, is expressly forbidden, unless otherwise specifically agreed in advance by the State in writing at any time throughout the duration of the Contract.

6.34. PERMITTED USE OF ARTIFICIAL INTELLIGENCE (AI): Vendor and any product, service or subscription made available under this Contract shall not utilize any Artificial Intelligence ("AI") system, model, tool, or functionality in the performance of its obligations under this Contract, including the development, delivery, support, or the modification, upgrade, or enhancement of any product, service, or deliverable, or any component thereof, provided under this Contract ("AI Use"), except where such AI Use is both expressly: (i) disclosed to the State by Vendor, and (ii) specifically authorized in writing by the State. For the avoidance of doubt, no AI Use shall be inferred or implied as permitted under this Contract; all permitted uses must be expressly and specifically stated herein.

6.34.1. Additional Limitation: Subject to the other restrictions herein, any State authorization provided for AI Use shall be strictly limited to the scope and purposes described in this Contract.

6.34.2. Notice Requirement: Vendor shall provide the State with written notice no less than thirty (30) days prior to any material change to the scope, functionality, or underlying model of any AI system authorized for use under this Contract. For purposes of this section, a material change means any modification to the underlying model, training data, core algorithms, or decision logic that can influence physical or virtual environments. Vendor shall also provide reasonable written notice to the State in the event any product, service, tool, or platform feature made available to the State's end-users under this Contract incorporates AI functionality not previously disclosed or authorized under this Contract.

6.35. DISCLOSURE OF PERMITTED AI USE: Vendor shall disclose, or shall otherwise ensure the disclosure of, the nature and extent of AI contributions and involvement in relation to any and all permitted uses of AI under this Contract ("AI Disclosures"). AI Disclosures must be provided in a clear, prominent, and contextually appropriate manner. Notwithstanding the foregoing, for the purposes of Vendor's Research Services, the Parties agree the following language and its associated hyperlink which directs the user to a page describing AskGartner shall satisfy the requirement of an AI Disclosure as defined above for the AI tool named AskGartner: "AskGartner is an AI tool available to users who have purchased a license to access Gartner research and is used to facilitate access to our research. AskGartner only trains on Gartner research and Vendor will not upload Client

Confidential or proprietary information for the purposes of training, informing or improving the tool.”

6.35.1. Real-Time User Interface Disclosure: Gartner agrees and acknowledges that where the State uses AI systems, which contain a user interface, must clearly identify the interaction as AI-driven and state the model’s name as well as a description of its purpose.

6.35.2. Backend or Embedded AI Functionality: No AI systems without a direct user interface are made available to the State under this Contract.

6.35.3. AI-Generated Output Labelling: Vendor shall ensure that all output from AI technologies in performance of the Services is reviewed by humans.

6.36. LEGAL COMPLIANCE OF AI: Vendor shall ensure that all deliverables, products, subscriptions, services, or content that are themselves AI, or embed AI, or rely on AI provided under this Contract are compliant with applicable law.

7. PIGGYBACK AND PARTICIPATING CONTRACTS TERMS AND CONDITIONS

In the event of any inconsistency or conflict between the articles, attachments or provisions which constitute this Participating Contract, the following descending order of precedence shall apply:

1. This State of Illinois Participating Contract
2. NASPO ValuePoint - DPC-1428523190-SA-21-PASS_ITRAC
3. DPC-1428523190-SA – PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
4. Vendor’s response to Cooperative Solicitation

8. STATE SUPPLEMENTAL PROVISIONS

☐ Agency Definitions

[Click here to enter text.](#)

☐ Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

☐ Public Works Requirements (construction and maintenance of a public work)

PREVAILING WAGE ACT: This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the “Prevailing Wage Act”). “Public works” means all fixed works constructed or demolished by any public body or paid for wholly or in part out of public funds and as otherwise defined under the Prevailing Wage Act. 820 ILCS 130/2.

"Construction" means all work on public works involving laborers, workers or mechanics. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. 820 ILCS 130/2. The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"), requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at <http://labor.illinois.gov>. IDOL revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check IDOL's website for revisions to prevailing wage rates. Please refer to the IDOL website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

- ☐ Prevailing Wage (applicable to: (i) contracts for any janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, or security services, if valued at more than \$200 per month or \$2,000 per year, or (ii) all printing contracts). 30 ILCS 500/25-60. PREVAILING WAGE ACT: This Contract is a service contract or printing contract subject to the prevailing wage requirements of the Code, 30 ILCS 500/25-60. The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. IDOL publishes the prevailing wage rates on its website at <http://labor.illinois.gov>. IDOL revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check IDOL's website for revisions to prevailing wage rates. Please refer to the IDOL website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.
- ☐ EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS (30 ILCS 570/0.01 et seq.): In a period of excessive unemployment rates, State vendors (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For purposes of this statute: "Illinois laborer" refers to any person who has resided in Illinois for at least 30 days and

intends to become or remain an Illinois resident; and "public works" means any fixed work construction or improvement for the State of Illinois or any political subdivision of the State if that fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. 30 ILCS 570/1. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. 30 ILCS 570/3.

Vendors may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the Agency within the first quarter of the Contract term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of Vendor; and (d) be approved by the Agency.

- ☐ ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq.): For a contract that utilizes appropriated capital funds in whole or in part, involves the construction of a public work, as defined in the Prevailing Wage Act (820 ILCS 130/2), and has with an estimated total project cost of \$500,000 or more, Vendor must comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of the entire project. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. For contracts executed after July 28, 2023, and before January 1, 2024, of this goal, at least 25% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Preapprenticeship Program, the Illinois Climate Works Preapprenticeship Program, or the Highway Construction Careers Training Program. For contracts executed on or after January 1, 2024, of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Preapprenticeship Program, the Illinois Climate Works Preapprenticeship Program, or the Highway Construction Careers Training

Program. Vendor may seek from the Department of Commerce and Economic Opportunity ("DCEO") a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). Vendor must ensure compliance for the life of the entire project, including during the term of the Contract and after the term ends, if applicable, and will be required to report on and certify its compliance.

☐ **QUALITY ASSURANCE (if applicable)**

QUALITY ASSURANCE SYSTEM: Vendor will provide and maintain a quality assurance system, acceptable to the State, addressing any Services provided under this Contract. Prior to Contract execution, Vendor shall provide to the State copies of its procedures, practices, processes, or similar documents evidencing Vendor's quality assurance system sufficient to permit the State to determine its acceptability. Starting from the effective date of the Contract and on an ongoing basis during the Contract term, Vendor shall tender to the State quarterly reports detailing and providing explanatory metrics on Vendor's performance under the Contract, including information provided in accordance with its quality assurance system for any Deliverables resulting from services performed. Vendor will keep records evidencing inspections and their results and will make these records available to the State during performance of this Contract and for three years after Contract termination.

MEETINGS AND REPORTS: The State may schedule periodic and regular status meetings or reports (e.g., weekly or monthly) where Vendor will provide updates on deliverables, timelines, and any issues affecting performance. Upon the State's request, Vendor's project manager and relevant key personnel shall meet with State representatives to review progress, address concerns, and ensure compliance with the Contract requirements.

DEFICIENCIES: If the State finds deficiencies in Vendor's performance, the State may provide written notice to Vendor to take corrective action. Failure to remedy performance issues to the State's satisfaction may be grounds for termination as provided in Section 5.2. Additionally, the State reserves the right to suspend Contract performance (in whole or part) by written notice to Vendor in order to protect the State's interests, pending resolution of performance or compliance concerns. In the event of suspension, Vendor will cease the specified activities and resume only upon written direction from the State. Suspension shall not give rise to any claim by Vendor for damages, lost profits, or additional compensation, except that the State may, as approved and received under this Contract, pay for conforming goods delivered and services performed up to the effective date of suspension.

GOOD FAITH DISPUTE RESOLUTION: In the event of any dispute or controversy between the Vendor and the State arising out of or relating to this Contract, the Parties will attempt in good faith to resolve such dispute informally. The Vendor shall, at the State's request, escalate all issues internally and shall

meet and confer within ten (10) business days (or another time as the State specifies) to attempt to reach an equitable resolution. A failure by Vendor to escalate such an issue upon request or otherwise fail or refuse to meet with the State to discuss such an issue may, at the State's sole discretion, be considered a material breach of this Contract.

☐ **MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO ANY STATEMENTS OF WORK ("SOW"):** Notwithstanding any provision to the contrary in any SOW attached as part of this Contract:

Any and all change orders, as well as any changes to fees, scope, or project timeline, shall be subject to internal State approvals and the requirements must follow the limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500).

Vendor will comply with all applicable laws and regulations, including but not limited to those related to data security and privacy, in performing any services under this Contract and will implement all necessary measures and use all reasonable care in accessing or handling any of the State's data or systems.

For any services provided, Vendor may not substitute key personnel, proposed by Vendor at the commencement of a project or in its response to a solicitation, whichever occurs first, without the State's prior written approval. Any personnel proposed for substitution shall be substantially equal in ability and qualifications.

Vendor shall maintain an organizational structure and staffing levels sufficient to meet project demands at all times. Vendor must obtain State approval prior to replacing or reassigning any Key Personnel. Replacement staff must possess equal or superior qualifications.

If the State determines a resource is not performing in a satisfactory manner or that a resource cannot perform the objectives of the Contract, the State will provide the Vendor written notice of said situation with directions that the resource is to be withdrawn at the timeframe specified in the notice.

When a resource vacancy arises from the State's approval of the vendor's request to withdraw a resource or the State's determination of underperformance and the State decides the resource needs to be replaced, the State will contact the Vendor in writing to request a replacement candidate. The Vendor will have ten (10) days to provide a new candidate for State approval. Replacement staff must possess equal or superior qualifications to the original resource.

☐ **ACCEPTANCE AND REJECTION OF DELIVERABLES:**

Unless otherwise specified in an applicable Statement of Work ("SOW"):

ACCEPTANCE TESTING PROCEDURE. The State will have forty-five (45) days from its receipt of a Deliverable to perform testing to determine whether that Deliverable complies in all material respects with applicable Contract specifications and Documentation. Upon completion of testing, the State shall promptly give Notice to Vendor that it has accepted the Deliverable ("Acceptance Notice") or that it has identified discrepancies with the applicable specifications or Documentation ("Rejection Notice"). Any such Rejection Notice will contain a written list of discrepancies that must be corrected. No Deliverable will be considered accepted unless the State has issued Vendor a written Acceptance Notice with respect to that Deliverable. The State's Issuance of an Acceptance Notice shall not affect any rights related to any product or service provided under this Contract that would attach beyond the State's acceptance of such product or service.

PROCEDURE FOLLOWING REJECTION. Upon receipt of a Rejection Notice, the Vendor shall within twenty (20) days undertake, at no additional cost to the State, all reasonable efforts to complete all necessary corrections, repairs, and modifications as will permit the Deliverable to be ready for retesting and review, following which the testing and evaluation process shall restart as set forth above. If the State determines that the Deliverable as revised still does not comply in all material respects with the applicable specifications or Documentation, the State may either: (1) afford Vendor the opportunity to continue the correction and modification process as set forth above at no additional cost to the State; or (2) depending on the nature and extent of the failure, in the State's sole judgment, terminate this Contract in whole or in part. The foregoing correction and modification process may be repeated until the Deliverable is accepted or the State elects to terminate the Contract as provided above. In the event of a termination under this Section, Vendor shall refund to the State, within ten (10) business days of notice of termination, all sums paid to Vendor by the State under this Contract for the Deliverable, including any related prepaid amounts.

☒ Appendix S1 Minimum Logging Requirements

9. ATTACHMENTS

- 9.1. COOPERATIVE CONTRACT (Master Agreement DPC-1428523190-SA-21-PASS_ITRAC)**
- 9.2. COOPERATIVE SOLICITATION DOCUMENT**
- 9.3. FINANCIAL DISCLOSURES (INCLUDING ILLINOIS PROCUREMENT GATEWAY PRINT-OFF IF APPLICABLE)**
- 9.4. BUSINESS ENTERPRISE PROGRAM UTILIZATION PLAN**
- 9.5. BIDBUY PURCHASE ORDER**

Illinois Department of Innovation and Technology

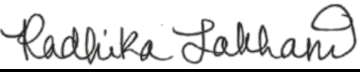
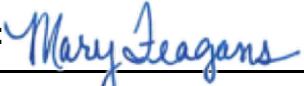
Procurement Assistance and Support Services

26-448DOIT-INFOT-P-97276

VENDOR

Vendor Name: Gartner Inc.	Address (City/State/Zip): 56 Top Gallant Rd, Stamford, CT 06902-7700
	Phone: +12399008432
Printed Name: Alexandra Canizales	Email: americascontracts@gartner.com
Title: Asst Contracts Manager	Date: May 11, 2026
Signature:  Signed by: 9EC299859525461...	

STATE OF ILLINOIS

Purchasing Agency: Department of Innovation and Technology	Phone: Click here to enter text.
Street Address: 120 W. Jefferson	Email: <u>ALL NOTICES TO:</u> DoIT.PSVM@Illinois.gov and DoIT.GeneralCounsel@Illinois.gov
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 6/05/2026
Printed Name: Brandon Ragle	by Jenifer L. Johnson, Chief of Staff
Official's Title: Secretary, State CIO	
Legal Signature: 	Date: 06/05/2026
Legal Printed Name: Radhika Lakhani	
Legal's Title: General Counsel	
Fiscal Signature: 	Date: 06/05/2026
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: R-304698
- Project Title: Procurement Assistance and Supportive Services (PASS)
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): Cooperative
- Participation BidBuy / Bulletin Reference #: B-52539
- BidBuy / Bulletin Publication Date: 5/21/26
- Award Code: M - Cooperative Participation
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☒ Yes ☐ No Percentage: 11%
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

Appendix S1 — Minimum Logging Requirements

1. Input and Output Validation Events

- 1.1 The system shall log all input validation failures, including protocol violations, unacceptable encodings, malformed data, and invalid or out-of-range parameters.
- 1.2 The system shall log all output validation failures, including unexpected data structures, encoding mismatches, data type errors, or inconsistent record sets.

2. Authentication and Access Control

- 2.1 The system shall log all authentication attempts, including successes, failures, account lockouts, MFA challenges, and MFA failures.
- 2.2 The system shall log all authorization failures (ie. failed MFA, wrong password, account lockout, account disabled, etc.) and denied access attempts to protected resources or functions.
- 2.3 The system shall log all session management events, including session creation, termination, timeout, token anomalies, and any modification of session identifiers.
- 2.4 The system shall log all password reset actions including, but not limited to reset requests, reset completions, and failed reset attempts.
- 2.5 The system shall log all security related profile changes including, but not limited to MFA device added or remove, update to MFA type, MFA reset actions, and MFA type addition or change.

3. System and Application Events

- 3.1 The system shall log all application errors and exceptions, including syntax, logic, runtime, and unhandled errors.
- 3.2 The system shall log connectivity issues, third-party service failures, and file system errors.
- 3.3 The system shall log all virus or malware detections, blocked file uploads, and quarantine actions.
- 3.4 The system shall log all configuration changes to system, application, or security settings.
- 3.5 The system shall log all system and application startup, shutdown, restart, and logging service initialization events (start, stop, or pause).

4. Privileged and Administrative Activity

- 4.1 The system shall log all use of administrative or elevated privileges.
- 4.2 The system shall log the creation, modification, disabling, or deletion of user accounts or groups.
- 4.3 The system shall log changes to privileges, roles, tokens, access rights, or identity mappings.
- 4.4 The system shall log the use of system-level administrative functions, command execution, and high-risk application actions.
- 4.5 The system shall log access to or use of data-encrypting keys, including key creation, rotation, and destruction.
- 4.6 The system shall log the creation or deletion of system-level objects, datasets, or protected configuration files.

5. Data Access and High-Risk Operations

- 5.1 The system shall log all access to sensitive or regulated State data, including financial, personal, or cardholder data.
- 5.2 The system shall log all data import, export, bulk transfer, or generation of system-level reports.
- 5.3 The system shall log all submission or upload of user-generated content, including files or attachments.
- 5.4 The system shall log application-initiated network connections or outbound data transmissions.

6. Legal and Consent Events

- 6.1 The system shall log acceptance of terms of use, privacy notices, data usage statements, disclaimers, or other legal agreements.
- 6.2 The system shall log all user opt-ins or consent for mobile device capabilities, personal data usage, marketing communications, or other regulated actions.

General Requirements

7. Timestamping

- 7.1 All logs shall include accurate timestamps synchronized to a reliable time source (e.g., NTP).
- 7.2 All timestamps shall use a consistent time standard across all systems.

8. Log Integrity

- 8.1 Logs shall be protected against unauthorized modification or deletion.
- 8.2 The system shall generate integrity controls (e.g., hashing, checksums) to detect tampering.

9. Correlation

- 9.1 Logs shall contain sufficient detail to support event reconstruction, including at minimum: user or service account ID, session ID, source IP address, event type, resource accessed, and action taken.

10. Retention

- 10.1 Logs shall be retained in accordance with the Vendor's Security Policies and applicable laws or regulations.