

#OC  
Bouchard



State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

VICKI V. QUIRAM  
Commissioner  
(603)-271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603)-271-3204

April 7, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Authorize the Department of Administrative Services to enter into a contract with Gartner, Inc., (V# 174605), Stamford, CT 06904 for Information Technology Advisory Services. The term shall be for four (4) years effective upon Governor and Council approval and ending on June 30, 2021 for a not-to-exceed total of \$500,000. The term may be extended up to three (3) one-year terms thereafter, not to exceed seven (7) years in total, pending approval of the Governor and Executive Council.

Funding is provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the requested expenditure.

**EXPLANATION**

The purpose of this contract is to enable DoIT and other State agencies to procure effective and secure information technology research and advisory services for the purpose of equipping Information Technology (IT) leaders with industry leading information to make decisions which will lead to the most effective delivery of essential IT services to the State. Gartner, Inc. services will include tools, templates, and current analysis to identify technology trends and assist the State with its Information Technology planning and implementation throughout the State.

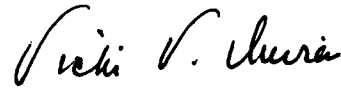
On May 11, 2016, the Bureau of Purchase & Property issued Request for Proposal (RFP) #1877-17 for IT Advisory Services. On July 11, 2016, three (3) compliant proposals were received. Proposals were evaluated on the basis of the vendors' subscription/license fees, in conjunction with a weighted measure for qualifications and technical expertise, 300 points for the vendor's technical, service, and project management experience, 300 points for the vendor's company qualifications, and 400 points for the vendor's solution cost (subscription/license fees).

His Excellency, Governor Christopher T. Sununu  
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April 7, 2017  
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Attached are copies of the evaluation of the compliant proposals. The RFP was advertised on the Purchase & Property bids web site. The evaluation team consisted of representatives from the Department of Information Technology (DoIT), Department of Environmental Services (DES), Department of Transportation (DOT), Department of Administrative Services (DAS) and the Department of Health and Human Services (DHHS).

Based on the foregoing, I am respectfully recommending approval of the contract with Gartner, Inc.

Respectfully submitted,



Vicki V. Quiram  
Commissioner

STATE OF NEW HAMPSHIRE  
 Bureau of Purchase and Property  
**RFP # 1877-17**  
**1/22/1 @ 1:30 PM**  
 IT Advisory Services  
**Statewide Contract**

Category	Total Available Points	sub-points	CEB	Gartner	Info-Tech
Vendor's technical, service and Project Management	300				
* Vendor accommodation of Job Roles (5.4.1)		50	35	47	38
* Vendor response to meeting specialty area skills		50	35	48	37
* Vendor response to Mandatory narratives (break down scores amongst the 16 topics)					
• Research Materials (Topics 4, 12, 14, 15, 16)		60	42	56	40
• Advisory Services (Topics 9, 10, 11, 13)		60	43	57	40
• General Solution Tools and Usability (Topics 1, 2, 3, 5, 6)		50	35	48	36
• Personnel and Peer Support (Topics 7, 8)		30	17	28	15
Vendor Company/Qualifications	300				
* Vendor response to corporate qualifications (includes corporate overview, financial strength, etc.)		100	70	95	50
* Vendor response to key staff to support NH (ability to support, qualifications, and size of staff within organization)		200	100	190	100
Totals (Technical Evaluation Score)		600	377	569	356
Solution Cost	400		167	220	400
Total Score (Including Cost)	1000		544	789	756

**Non-compliant**  
 Glacier Concepts  
 Information Service Group



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

April 13, 2017

Vicki Quiram, Commissioner  
Department of Administrative Services  
State of New Hampshire  
25 Capitol Street  
Concord, NH 03301

Dear Commissioner Quiram:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Gartner, Inc. of Stamford, CT as described below and referenced as DoIT No. 2016-048.

The purpose of this contract is to enable DoIT and other State agencies to procure effective and secure information technology research and advisory services to provide Information Technology (IT) leaders with foundational and industry leading information to help elevate essential IT services to the State. Gartner, Inc. services will include tools, templates, and current analysis to identify technology trends and assist the State with its Information Technology planning and implementation throughout the State.

The funding amount is not to exceed \$500,000 effective upon Governor and Council approval through June 30, 2021.

A copy of this letter should accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf  
Contract #2016-048

cc: Steve Kelleher, DoIT  
Paul Rhodes, DAS

Subject: IT Advisory Services

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord NH 03301	
1.3 Contractor Name Gartner, Inc.		1.4 Contractor Address 56 Top Gallant Road Stamford, CT 06902-7700	
1.5 Contractor Phone Number 1 (203) 964 0096	1.6 Account Number NA	1.7 Completion Date 06/30/2021	1.8 Price Limitation \$500,000
1.9 Contracting Officer for State Agency Paul Rhodes		1.10 State Agency Telephone Number 1 (603) 271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>Phillip A. Cummings</b> <b>Director, Government Contracts</b>	
1.13 Acknowledgement: State of <u>Virginia</u> , County of <u>Arlington</u> On <u>March 16, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Amy Burke</u> <u>Coordinator</u>			
1.14 State Agency Signature  Date: <u>4/27/17</u>		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/27/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 Failure to perform the Services satisfactorily or on schedule;

8.1.2 Failure to submit any report required hereunder; and/or

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 Special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Gartner, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with access to Subscription Based IT Research and Advisory Services and "On-Demand Consulting Services" in accordance with the proposal submission in response to State Request for Proposal #1877-17 and as described herein.

**TERMS AND DEFINITIONS**

Capitalized terms used in the Contract will have the meanings given below.

Agreement	A Contract duly executed and legally binding.
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
Contract	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Administrator	The State employee responsible for Contract execution.
Contract Documents	Documents that comprise this Contract (See Statement of Work Section Exhibit A.).
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
Deliverables	Any written, or non-software deliverable (letter, report, manual, book, other), provided by the contractor to the State under the terms of the Contract.
Department of Information	Department of Information Technology established under RSA 21-R by

**EXHIBIT A  
SCOPE OF SERVICES**

Technology (DoIT)	the Legislature effective September 5, 2008.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Governor and Executive Council	The Governor for the State of New Hampshire and the Governor's Council. This body has the authority and responsibility over the administration of the affairs of the State as defined in the New Hampshire Constitution and the New Hampshire statutes.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Invoking Party	In a dispute, the party believing itself aggrieved.
Notice of Default	A formal notice declaring that a failure to comply with the Contract has occurred.
Ordered Product(s)	Licenses, license renewals for IT Advisory Services.
Order(s)	The items listed in Exhibit B, <i>Payment Schedule-Fixed Price, Table 1: IT Services Deliverables and Payment Schedule.</i>
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Product(s)	IT Advisory and consulting services listed in Exhibit B.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Manager	The persons identified who shall function as the State's and the

**EXHIBIT A  
SCOPE OF SERVICES**

	Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Purchasing Agency End User	Any State of New Hampshire agency that orders Products through the Department of Information Technology.
Review	The process of reviewing Deliverables for Acceptance.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Services	The work to be performed by Contractor and Subcontractors as described in the Contract.
Service Agreement (SA)	A signed agreement between both the State and Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Specifications	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	State of New Hampshire, Department of Administrative Services and Purchasing Agency End User as applicable.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains

**EXHIBIT A  
SCOPE OF SERVICES**

	responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Term	The contract period of time.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A            Scope of Services
- c. EXHIBIT B            Payment Terms
- d. EXHIBIT C            Special Provisions
- e. EXHIBIT D            RFP #1877 17
- f. EXHIBIT E            Gartner Usage Policy

**3. TERM OF CONTRACT**

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2021. The Term may be extended up to an additional three (3) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Governor and Executive Council. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years six (6) months. "Extended Term" is at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term.

Contractor shall commence work upon issuance of a Notice to Proceed by the State.

**4. SCOPE OF WORK**

**4.1** The Contractor shall be responsible for providing the appropriate enterprise licensing and resourcing that will accommodate the following:

- a.** Provide regular access to qualified and knowledgeable staff to assist State staff with research requests and guidance on tools and materials available given the membership option selected by the using agency.
- b.** Provide access to quality current and archived research of a broad range of topics and research areas including but not limited to:
  - i. Cloud and Local Infrastructure
  - ii. Business Intelligence & Analytics, Reporting and Performance Measures
  - iii. Security
  - iv. Business Continuity and Disaster Recovery
  - v. Financial Management
  - vi. Organizational Design and Effectiveness
  - vii. Storage Optimization
  - viii. Mobile Device Management, Support and Guidance
  - ix. Collaboration & Productivity Applications
  - x. Application Management
  - xi. Enterprise Architecture
  - xii. Vendor Management
  - xiii. Licensing Assistance
  - xiv. IT Service Management
  - xv. Leadership and Performance Management
  - xvi. Enterprise Networks
  - xvii. Project Management
- c.** Provide access to executable tools that the State can use to implement research findings (which includes, but is not limited to):
  - i. Modifiable forms
  - ii. Planning documents
  - iii. Self-service diagnostic and benchmarking tools
- d.** Provide full research support for the defined roles/levels defined (i.e. CIO/Commissioner, Director, Agency IT Leader and Project Manager). Each

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level is defined below.

**4.2 DEFINED ROLES / LEVELS**

**a. CIO/Commissioner Level**

- i. Scope is broad, statewide focus on planning and the future.
- ii. Provides a vision for technical change.
- iii. Provides leadership to the agency, as well as consultation and advice to other agencies and the Executive Leadership. In pursuit of these goals, building relationships at all levels of government are a key to success.
- iv. Focus is on integrated solutions across multiple agencies, ability to understand the interaction between policy and technology. Must be able to assess the impact of proposed legislation as well as to suggest legislative changes, which will make use of technology to support the government's goals.
- v. Must be able to anticipate technological change, recognize opportunities to make government more efficient with respect to technology and to understand citizens' expectations with respect to technology.
- vi. Crisis management and the avoidance of crisis with respect to IT are a major focus.
- vii. High priority subjects include Cloud and Mobile services, security, metrics, training, budget, balancing legacy systems with technology innovations.

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**b. Director Level**

- i. Focus is Statewide within the director's area of responsibility.
- ii. Errors at this level result in disruption of system wide programs or services.
- iii. Ensures consistency and maintainability of existing applications and infrastructure by creating, maintaining, and enforcing standards and procedures.
- iv. Responsible for implementing new directives within their area of responsibility, suggesting areas for improvement to applications and infrastructure.
- v. Evaluates all facets of information technology to ensure productivity of assigned resources and quality of information technology work products; recommends changes when appropriate.
- vi. Responsible for budgeting and for prioritizing acquisition, maintenance, and replacement of existing infrastructure items.
- vii. Evaluates overall user needs for computerized information technology, training, software and networking, and authorizes appropriate course of action.
- viii. Responsible for personnel evaluations, recruitment and advancement of employees.
- ix. Develops long-range plans, analyzes staffing requirements, and formulates system wide policies and procedures.

**c. Agency IT Leader**

- i. Focus is to direct the information technology needs of a single state agency.
- ii. Plans, directs, monitors and evaluates multi-project information technology activities within an assigned agency.
- iii. Directs assigned managers and coordinates team resources throughout the implementation and ongoing operation of information technology projects.
- iv. Plans, prepares, implements, and monitors operational plans and budgets within the framework of agency goals and objectives.
- v. Interfaces with agency management; coordinates with appropriate federal and state agencies, contractors, and vendors to ensure scheduled delivery of automated application solutions that conform to stated client business needs.
- vi. Evaluates trends in information technology hardware, software and networking and makes recommendations to department administration regarding appropriate hardware, software and systems.
- vii. Errors in this job category may result in long-term adverse impact on agency image and the future success of organizational operations.

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**d. Project Manager**

- i. Focus is for the management and successful implementation of individual programs within specific agencies.
- ii. Coordinates development, testing, and implementation efforts for information technology programs.
- iii. Coordinates and directs information technology use, development and implementation within development groups.
- iv. Analyzes or manages information technology related to agency computerized systems including coordinating with vendors and managing vendor contracts as necessary.
- v. Coordinates with managers of other organizational units to recommend system solutions to accomplish goals, set priorities, and to resolve problems.
- vi. Evaluates specifications for new applications and enhancements, and applies project management techniques to assure timely completion.
- vii. Analyzes systems problems, monitors system databases in order to ensure their integrity, and provides technical assistance to agency staff.

4.3 The Contractor shall provide quote(s) based upon on-demand services requested by the State in the form of a written statement of work (SOW). The Contractor shall collaboratively review the SOW with the State to ensure the request detail is understood and can be used to generate an accurate quote. All quote(s) shall provide fixed pricing based on the estimated breakout of tasks and an estimated timeline to perform the requested on-demand service(s). All quotes shall utilize the rates outlined in Exhibit B to provide consistent and transparent estimates.

**5. INTELLECTUAL PROPERTY**

**5.1 SUBSCRIPTION BASED SERVICES**

Contractor shall own and retain all rights to the Services not expressly granted to the State herein. Only the individuals named in each Service Agreement (SA) (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. State agrees to review and comply with Exhibit E, Gartner Usage Policy, for Gartner Services ("Guidelines"), which are accessible to all Licensed Users via the "Policies" section of gartner.com. Among other things, these Guidelines describe how the State may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

**5.2 ON DEMAND CONSULTING SERVICES**

With respect to On Demand Consulting Services Set Forth in Exhibit E, Contractor shall provide the State ownership of Deliverables originally created for and presented to the State subject to the following. (a) Contractor shall retain sole and exclusive ownership of all Contractor tools, methodologies, questionnaires, responses, and proprietary research along with and data generated in the course of performing the Services, together with all intellectual property rights therein (the "Gartner Materials"). Contractor grants to Client a perpetual, non-exclusive, royalty-free license to use the Gartner Materials embodied in a Deliverables. (b) Nothing contained in this Agreement shall be interpreted to preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of



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performing the Services, provided that Contractor shall not use or disclose any of State's confidential information. (c) With respect to any benchmarking Services performed by Contractor, the State acknowledges that (i) the contents of the Benchmarking Report (as defined in the Statement of Work) and other deliverables are based upon information which is proprietary to Contractor and contained in Contractor's proprietary database, (ii) the contents of the database belong to Contractor solely, (iii) State's data will become part of the database, (iv) Contractor will code any presentation of State's data to preserve State's anonymity, and (v) the database will be used by Contractor in future consulting and benchmarking engagements. (d) State shall retain its rights in any proprietary material that State supplies to Contractor. If State provides Contractor with materials owned or controlled by State or with use of, or access to, such materials, State grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations herein.

**5.2.1** All services performed under this Contract shall be as outlined in Exhibit E –, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten (10) day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, (including DoIT) at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or its personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

**5.2.2** All personnel shall observe all regulations or special restrictions in effect at the State Agency.

**6.1.** The Contractor's personnel shall be allowed only in areas where services are being performed. **TERMINATION FOR CONFLICT OF INTEREST**

**6.1.1.** The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if Contractor did not know, or reasonably did not know, of the conflict of interest.

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- 6.1.2.** In the event the Contract is terminated as provided above pursuant to a violation by Contractor, the State shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a default of the Contract by Contractor.

**7. OBLIGATIONS and LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #1877-17, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

**8. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**9. CONFIDENTIALITY & CRIMINAL RECORD**

**9.1. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**9.1.1. USE OF STATE'S INFORMATION**

In performing its obligations under the Contract, Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: *5 Exemptions*). Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for Contractor's performance under the Contract.

**9.1.2. STATE CONFIDENTIAL INFORMATION**

Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Contractor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which

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the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the State Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**9.1.3. CONTRACTOR CONFIDENTIAL INFORMATION**

Insofar as Contractor seeks to maintain the confidentiality of its confidential or proprietary information, Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Contractor considers the Software and Documentation to be Confidential Information. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to Contractor.

**9.1.4. REFERENCE AND BACKGROUND CHECKS**

In the event that Contractor will be provided access to State facilities or confidential State information. The Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who

**EXHIBIT A**  
**SCOPE OF SERVICES**

have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

**10. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a ten (10) day prior written notice.

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**13. DISPUTE RESOLUTION**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	<NAME> <TITLE>	Paul Rhodes Administrator III	5 Business Days
<b>Second</b>	<NAME> <TITLE>	Lisa Pollard Director	15 Business Days
<b>Final</b>	<NAME> <TITLE>	Vicki V. Quiram Commissioner DAS	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide IT Advisory Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$500,000; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date set as June 30, 2021.

**2. PRICING STRUCTURE**

The following pricing table(s) will be used to determine membership price(s) and consulting rates based on the services requested by the State. The Contractor will meet with the state prior to any services being procured in order to gauge the state's requirements and determine the best product selection and/or resources appropriate to meet the state's needs.

In addition to membership pricing during the Contract period, the state may wish to procure consulting services. In such cases, the steps outlined within this contract (Exhibit B Section 3) will be used.

**EXHIBIT B  
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Prices for each State FY apply to orders received during the effective dates specified for each year. Delivery start date of service(s) order should be no later than the first of the month following the expiration of the pricing.

**Prices herein are maximum not to exceed rates.** Please check with 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 plus any applicable administrative fee(s) or the rates herein, whichever is less, for the Service(s) ordered.

RESEARCH AND ADVISORY SERVICES		State FY 2017	State FY 2018	State FY 2019	State FY 2020	State FY 2021
		07/01/2016 to 06/30/2017	07/01/2017 to 06/30/2018	07/01/2018 to 06/30/2019	07/01/2019 to 06/30/2020	07/01/2020 to 06/30/2021
TEAM SOLUTIONS RESEARCH SERVICES		ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE
<b>Executive Programs Leadership Team<sup>1</sup></b>						
Team Leader		\$ 76,200	\$ 80,780	\$ 85,630	\$ 90,770	\$ 96,220
Delegate or Delegate Leader		\$ 39,900	\$ 42,300	\$ 44,840	\$ 47,540	\$ 50,400
Partner or Partner Leader		\$ 62,800	\$ 66,570	\$ 70,570	\$ 74,810	\$ 79,300
Advisor or Advisor Leader		\$ 29,800	\$ 31,590	\$ 33,490	\$ 35,500	\$ 37,630
Cross Function		\$ 21,500	\$ 22,790	\$ 24,160	\$ 25,610	\$ 27,150
Role		\$ 15,300	\$ 16,220	\$ 17,200	\$ 18,240	\$ 19,340
<b>Executive Programs Leadership Team with Industry<sup>1</sup></b>						
Team Leader		\$ 84,700	\$ 89,790	\$ 95,180	\$ 100,900	\$ 106,960
Delegate or Delegate Leader		\$ 48,400	\$ 51,310	\$ 54,390	\$ 57,660	\$ 61,120
Partner or Partner Leader		\$ 71,100	\$ 75,370	\$ 79,900	\$ 84,700	\$ 89,790
Advisor or Advisor Leader		\$ 38,300	\$ 40,600	\$ 43,040	\$ 45,630	\$ 48,370
Cross Function		\$ 24,000	\$ 25,440	\$ 26,970	\$ 28,590	\$ 30,310
Role		\$ 17,500	\$ 18,550	\$ 19,670	\$ 20,860	\$ 22,120
<b>Enterprise IT Leadership Team<sup>2</sup></b>						
Leader		\$ 53,100	\$ 56,290	\$ 59,670	\$ 63,260	\$ 67,060
Advisor		\$ 27,300	\$ 28,940	\$ 30,680	\$ 32,530	\$ 34,490
Cross Function		\$ 16,600	\$ 17,600	\$ 18,660	\$ 19,780	\$ 20,970
Role		\$ 10,100	\$ 10,710	\$ 11,360	\$ 12,050	\$ 12,780
Essentials		\$ 7,900	\$ 8,380	\$ 8,890	\$ 9,430	\$ 10,000

**EXHIBIT B  
PAYMENT TERMS**

	State FY 2017 07/01/2016 to 06/30/2017	State FY 2018 07/01/2017 to 06/30/2018	State FY 2019 07/01/2018 to 06/30/2019	State FY 2020 07/01/2019 to 06/30/2020	State FY 2021 07/01/2020 to 06/30/2021
<b>RESEARCH AND ADVISORY SERVICES</b>					
<b>Enterprise IT Leadership Team with Industry <sup>2</sup></b>					
Leader	\$ 63,300	\$ 67,100	\$ 71,130	\$ 75,400	\$ 79,930
Advisor	\$ 34,700	\$ 36,790	\$ 39,000	\$ 41,340	\$ 43,830
Cross Function	\$ 20,500	\$ 21,730	\$ 23,040	\$ 24,430	\$ 25,900
Role	\$ 12,200	\$ 12,940	\$ 13,720	\$ 14,550	\$ 15,430
Essentials	\$ 7,900	\$ 8,380	\$ 8,890	\$ 9,430	\$ 10,000
<b>Industry Advisory Services Team <sup>2</sup></b>					
Leader	\$ 34,700	\$ 36,790	\$ 39,000	\$ 41,340	\$ 43,830
Advisor	\$ 34,700	\$ 36,790	\$ 39,000	\$ 41,340	\$ 43,830
Cross Function	\$ 20,500	\$ 21,730	\$ 23,040	\$ 24,430	\$ 25,900
Role	\$ 12,200	\$ 12,940	\$ 13,720	\$ 14,550	\$ 15,430
Essentials	\$ 7,900	\$ 8,380	\$ 8,890	\$ 9,430	\$ 10,000
<b>IT Leadership Team <sup>2</sup></b>					
Leader	\$ 27,300	\$ 28,940	\$ 30,680	\$ 32,530	\$ 34,490
Advisor	\$ 27,300	\$ 28,940	\$ 30,680	\$ 32,530	\$ 34,490
Cross Function	\$ 16,600	\$ 17,600	\$ 18,660	\$ 19,780	\$ 20,970
Role	\$ 10,100	\$ 10,710	\$ 11,360	\$ 12,050	\$ 12,780
Essentials	\$ 7,900	\$ 8,380	\$ 8,890	\$ 9,430	\$ 10,000

	State FY 2017 07/01/2016 to 06/30/2017	State FY 2018 07/01/2017 to 06/30/2018	State FY 2019 07/01/2018 to 06/30/2019	State FY 2020 07/01/2019 to 06/30/2020	State FY 2021 07/01/2020 to 06/30/2021
<b>RESEARCH AND ADVISORY SERVICES</b>					

Contractor Initials IA  
Date 3/5/17



**EXHIBIT B  
PAYMENT TERMS**

	06/30/2017	06/30/2018	06/30/2019	06/30/2020	06/30/2021
<b>INDIVIDUAL SOLUTIONS RESEARCH SERVICES</b>					
<b>Executive Programs Individual Solutions</b>					
Member single-user	\$ 84,100	\$ 89,150	\$ 94,500	\$ 100,170	\$ 106,190
Member multi-user	\$ 74,700	\$ 79,190	\$ 83,950	\$ 88,990	\$ 94,330
Member Basic single-user	\$ 57,400	\$ 60,850	\$ 64,510	\$ 68,390	\$ 72,500
Member Basic multi-user	\$ 51,300	\$ 54,380	\$ 57,650	\$ 61,110	\$ 64,780
Two Onsite Meetings Add-on - LIMITED AVAILABILITY <sup>3</sup>	\$ 15,000	\$ 15,900	\$ 16,860	\$ 17,880	\$ 18,960
<b>Executive Programs Individual Solutions with Industry</b>					
Member single-user	\$ 92,400	\$ 97,950	\$ 103,830	\$ 110,060	\$ 116,670
Member multi-user	\$ 83,000	\$ 87,980	\$ 93,260	\$ 98,860	\$ 104,800
Member Basic single-user	\$ 65,900	\$ 69,860	\$ 74,060	\$ 78,510	\$ 83,230
Member Basic multi-user	\$ 59,800	\$ 63,390	\$ 67,200	\$ 71,240	\$ 75,520
<b>Enterprise IT Leaders</b>					
Enterprise IT Leaders single-user	\$ 63,500	\$ 67,310	\$ 71,350	\$ 75,640	\$ 80,180
Enterprise IT Leaders multi-user	\$ 53,100	\$ 56,290	\$ 59,670	\$ 63,260	\$ 67,060
Two Onsite Meetings Add-on - LIMITED AVAILABILITY <sup>3</sup>	\$ 15,100	\$ 16,010	\$ 16,980	\$ 18,000	\$ 19,080

**EXHIBIT B  
PAYMENT TERMS**

<b>RESEARCH AND ADVISORY SERVICES</b>		State FY 2017 07/01/2016 to 06/30/2017	State FY 2018 07/01/2017 to 06/30/2018	State FY 2019 07/01/2018 to 06/30/2019	State FY 2020 07/01/2019 to 06/30/2020	State FY 2021 07/01/2020 to 06/30/2021				
<b>Industry Advisory Services - Single Industry</b>										
Advisor single-user	\$	43,300	\$	45,900	\$	48,660	\$	51,580	\$	54,680
Advisor multi-user	\$	34,700	\$	36,790	\$	39,000	\$	41,340	\$	43,830
Advisor Add-on to IT Executives or Enterprise IT Leaders	\$	10,200	\$	10,820	\$	11,470	\$	12,160	\$	12,890
Reference single-user	\$	29,200	\$	30,960	\$	32,820	\$	34,790	\$	36,880
Reference multi-user	\$	20,600	\$	21,840	\$	23,160	\$	24,550	\$	26,030
<b>Gartner for IT Leaders</b>										
Advisor single-user	\$	37,000	\$	39,220	\$	41,580	\$	44,080	\$	46,730
Advisor multi-user	\$	27,300	\$	28,940	\$	30,680	\$	32,530	\$	34,490
Reference single-user	\$	25,900	\$	27,460	\$	29,110	\$	30,860	\$	32,720
Reference multi-user	\$	16,000	\$	16,960	\$	17,980	\$	19,060	\$	20,210
<b>Core Connect</b>										
Advisor single-user	\$	33,300	\$	35,300	\$	37,420	\$	39,670	\$	42,060
Advisor multi-user	\$	23,900	\$	25,340	\$	26,870	\$	28,490	\$	30,200
Reference single-user	\$	22,200	\$	23,540	\$	24,960	\$	26,460	\$	28,050
Reference multi-user	\$	12,600	\$	13,360	\$	14,170	\$	15,030	\$	15,940
<b>IT News and Insight</b>	\$	580	\$	620	\$	660	\$	700	\$	750

**EXHIBIT B  
PAYMENT TERMS**

<b>RESEARCH AND ADVISORY SERVICES</b>		06/30/2017	06/30/2018	06/30/2019	06/30/2020	06/30/2021
<b>MULTI-USER RESEARCH SERVICES</b>	<b>ANNUAL PRICE</b>	<b>ANNUAL PRICE</b>	<b>ANNUAL PRICE</b>	<b>ANNUAL PRICE</b>	<b>ANNUAL PRICE</b>	<b>ANNUAL PRICE</b>
<b>Gartner for Technical Professionals<sup>4</sup></b>						
Technical Professionals Department Advisor	\$ 105,100	\$ 111,410	\$ 118,100	\$ 125,190	\$ 132,710	\$ 132,710
Technical Professionals Department Reference	\$ 70,700	\$ 74,950	\$ 79,450	\$ 84,220	\$ 89,280	\$ 89,280
<b>Gartner for Technical Professionals SMB 4, 5</b>						
Technical Professionals Advisor SMB	\$ 53,100	\$ 56,290	\$ 59,670	\$ 63,260	\$ 67,060	\$ 67,060
Technical Professionals Reference SMB	\$ 35,400	\$ 37,530	\$ 39,790	\$ 42,180	\$ 44,720	\$ 44,720
<b>Gartner Technology Planner</b>						
Technology Planner	\$ 105,100	\$ 111,410	\$ 118,100	\$ 125,190	\$ 132,710	\$ 132,710
Technology Planner Essentials - Three Modules (per module)	\$ 29,600	\$ 31,380	\$ 33,270	\$ 35,270	\$ 37,390	\$ 37,390
Technology Planner Essentials - Two Modules (per module)	\$ 34,000	\$ 36,040	\$ 38,210	\$ 40,510	\$ 42,950	\$ 42,950
Technology Planner Essentials - One Module	\$ 41,700	\$ 44,210	\$ 46,870	\$ 49,690	\$ 52,680	\$ 52,680
<b>Gartner Technology Planner SMB<sup>5</sup></b>						
Technology Planner SMB	\$ 53,100	\$ 56,290	\$ 59,670	\$ 63,260	\$ 67,060	\$ 67,060
Technology Planner Essentials SMB - Three Modules (per	\$ 15,000	\$ 15,900	\$ 16,860	\$ 17,880	\$ 18,960	\$ 18,960
Technology Planner Essentials SMB - Two Modules (per	\$ 17,200	\$ 18,240	\$ 19,340	\$ 20,510	\$ 21,750	\$ 21,750
Technology Planner Essentials SMB - One Module	\$ 21,100	\$ 22,370	\$ 23,720	\$ 25,150	\$ 26,660	\$ 26,660
<b>Gartner for IT Associates<sup>4</sup></b>						
200 documents	\$ 41,600	\$ 44,100	\$ 46,750	\$ 49,560	\$ 52,540	\$ 52,540
Add-on 100 documents	\$ 20,800	\$ 22,050	\$ 23,380	\$ 24,790	\$ 26,280	\$ 26,280

**EXHIBIT B  
PAYMENT TERMS**

	State FY 2017		State FY 2018		State FY 2019		State FY 2020		State FY 2021	
	07/01/2016 to 06/30/2017	UNIT PRICE	07/01/2017 to 06/30/2018	UNIT PRICE	07/01/2018 to 06/30/2019	UNIT PRICE	07/01/2019 to 06/30/2020	UNIT PRICE	07/01/2020 to 06/30/2021	UNIT PRICE
<b>RESEARCH AND ADVISORY SERVICES</b>										
<b>OTHER SERVICES</b>										
<b>Strategic Advisory Services</b>										
Client Remote Advisory Services	\$ 7,100	\$	7,530	\$	7,990	\$	8,470	\$	8,980	\$
Client Internal Advisory Session	\$ 14,200	\$	15,060	\$	15,970	\$	16,930	\$	17,950	\$
Non-Client Speaking Engagement	\$ 30,300	\$	32,120	\$	34,050	\$	36,100	\$	38,270	\$

	State FY 2017		State FY 2018		State FY 2019		State FY 2020		State FY 2021	
	07/01/2016 to 06/30/2017	ANNUAL PRICE	07/01/2017 to 06/30/2018	ANNUAL PRICE	07/01/2018 to 06/30/2019	ANNUAL PRICE	07/01/2019 to 06/30/2020	ANNUAL PRICE	07/01/2020 to 06/30/2021	ANNUAL PRICE
<b>RESEARCH AND ADVISORY SERVICES</b>										
<b>NON PROFIT HIGHER EDUCATION INSTITUTIONS ONLY 6</b>										
<b>Core IT Research Reference for Higher Education 6</b>										
Core Reference for designated campus with <4,999 Student FIE	\$ 22,200	\$	23,540	\$	24,960	\$	26,460	\$	28,050	\$
Core Reference for designated campus with 5,000-9,999 Student FIE	\$ 44,400	\$	47,070	\$	49,900	\$	52,900	\$	56,080	\$
Core Reference for designated campus with 10,000-24,999 Student FIE	\$ 66,600	\$	70,600	\$	74,840	\$	79,340	\$	84,110	\$
Core Reference for designated campus with 25,000+ Student FIE	\$ 88,800	\$	94,130	\$	99,780	\$	105,770	\$	112,120	\$
Core Reference for designated community college	\$ 22,200	\$	23,540	\$	24,960	\$	26,460	\$	28,050	\$

	State FY 2017		State FY 2018		State FY 2019		State FY 2020		State FY 2021	
	07/01/2016 to 06/30/2017	ANNUAL PRICE	07/01/2017 to 06/30/2018	ANNUAL PRICE	07/01/2018 to 06/30/2019	ANNUAL PRICE	07/01/2019 to 06/30/2020	ANNUAL PRICE	07/01/2020 to 06/30/2021	ANNUAL PRICE
<b>RESEARCH AND ADVISORY SERVICES</b>										

**EXHIBIT B  
PAYMENT TERMS**

	ANNUAL PRICE			ANNUAL PRICE			ANNUAL PRICE		
	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE
<b>Technical Professionals for Higher Education<sup>6</sup></b>									
Technical Professionals Advisor for designated campus IT Staff only	\$ 53,100	\$ 56,290	\$ 59,670	\$ 63,260	\$ 67,060				
Technical Professionals Reference for designated campus IT Staff only	\$ 35,400	\$ 37,530	\$ 39,790	\$ 42,180	\$ 44,720				

"Single-user" applies to a buying center that has one individual license; "Multi-user" applies to a buying center that has at least two qualifying licenses within the same agency or municipality. To qualify for multi-user price levels, services must be ordered on the same Service Agreement or Purchase Order and reflect a common "Bill To" address. Strategic Advisory Services, Events, and Add-on services do not contribute towards multi-user pricing qualification.

- Each Executive Programs Leadership Team must consist of one Leader and three (3) to ten (10) Team Members. A maximum of one Leader per Team. A Team with one Leader and less than three (3) Team Members is permissible so long as one of the Team Member is a Delegate or Partner. All Team Member licenses must be coterminous with the Leader license. Executive Programs Leadership Team with Industry pricing is for one industry and all licenses in an Executive Programs Leadership Team with Industry must purchase access to the same industry.
- Each Team must consist of one Leader and three (3) to ten (10) Team Members. A maximum of one Leader per Team. All Team Member licenses must be coterminous with the Leader license. Pricing for Team solutions with Industry Advisory Services is for one industry and all licenses in the Team must purchase access to the same industry.
- Limited availability. Check with Sales Representative before purchasing.
- Purchasing prerequisite and/or eligibility requirements applies. Check with Sales representatives before purchasing.
- Gartner for Technical Professionals SMB, Gartner Technology Planner SMB, and Gartner Technology Planner Essentials SMB are available only to eligible small and medium size agencies with 4,000 or less employees. Please check with Sales representatives before purchasing.
- Higher Education products are only available to eligible not-for-profit Higher Education colleges or universities. License is for one designated student campus and must meet purchasing prerequisites. Check with Sales representatives before purchasing.

**EXHIBIT B  
PAYMENT TERMS**

<b>GARTNER FOR TECHNOLOGY USERS AS OF NOV. 2016</b>	<b>Gartner for Enterprise IT leaders</b>	<b>Gartner Industry Advisory Services</b>	<b>Gartner for IT Leaders</b>	<b>Advisor Team Member</b>	<b>Cross Function Team Member</b>	<b>Role Team Member</b>	<b>Essential Team Member</b>	<b>Gartner for Technical Professionals</b>
<b>CONTENT</b>								
Gartner Evaluation Criteria								X
Technical architecture and design research								X
Best Practices/Case Studies	X	X	X	X	X	X3	X1	X
Gartner Magic Quadrants	X	X	X	X	X	X3	X1	
Gartner Hype Cycles	X	X	X	X	X	X3	X1	
Gartner Vendor Ratings	X	X	X	X	X	X3	X1	
Gartner Critical Capabilities	X	X	X	X	X	X3	X1	
Gartner Market Guides	X	X	X	X	X	X3	X1	
Gartner IT Market Clocks	X	X	X	X	X	X3	X1	
Toolkits: Sample job descriptions, RFIs, RFPs, policies, business cases, templates	X	X	X	X	X	X3	X1	
IT Key Metrics Data	X	X	X	X	X	X	X1	
Gartner vendor reports (SWOTs, Market Snapshots)	X	X	X	X	X	X3	X1	
Role-contextualized research	X	X	X	X	X	X3	X1	
Industry-contextualized research (Industry Advisory Service Only)	X5	X		X5	X5	X5	X5	
Select Harvard Business Review content	X5	X		X5	X5	X5	X5	
Analyst webinars	X	X	X	X	X	X	X	X
Event Highlights (Leadership Team products only)	X	X	X	X	X	X	X	X



**EXHIBIT B  
PAYMENT TERMS**

Usage and consumption reports (Impact Assessment)	X	X	X	X	X	X	X	X
Onboarding/setup	X	X	X	X	X	X	X	X

**TABLE KEY**

- 1 Metered access to a pool of research documents equivalent to the number of Essentials Members in team multiplied by 20. Viewed documents are automatically saved in the team library for shared access.
- 2 Team Members can participate or lead inquiry call when scheduled and attended by Team Leader
- 3 Content access limited to one role based on selection made by individual Role Team Member
- 4 Available for Enterprise IT Leaders, Industry Advisor Service and Gartner IT Leaders products when purchased with a Team Leader
- 5 When purchased with Industry Advisory Services access
- 6 Team Leaders only
- 7 With Advisory Services Only
- 8 Document review only

**CONTENT**

Gartner Evaluation Criteria	Use our interactive decision-making tool to guide IT architecture planning and design.
Technical architecture and design research	Access detailed technical insight written by technologists for technologists.
Best Practices/Case Studies	Learn from real-world illustrations of smart IT strategies executed well.
Gartner Magic Quadrants	Understand which are the competing players in the major technology markets and how are they positioned to help you over the long haul.
Gartner Hype Cycles	Get educated about the promise of an emerging technology within the context of your industry and individual appetite for risk.
Gartner Vendor Ratings	Understand how a provider's offering aligns with your business strategy.
Gartner Critical Capabilities	Use in partnership with Magic Quadrants to gain a holistic view of the vendors in a market and the positioning of providers' product and service offerings.
Gartner Market Guides	Understand trends, vendor dynamics and market direction in early, mature and smaller markets.
Gartner IT Market Clocks	Use these decision frameworks to evaluate IT assets and build a case for modernization.
Toolkits: Sample job descriptions, RFIs, RFPs, policies, business cases, templates	Use our customizable, downloadable tools to save time and money, mitigate risks and improve quality.
IT Key Metrics Data	Access comparative data and trends for key IT cost and performance metrics.



**EXHIBIT B  
PAYMENT TERMS**

Gartner vendor reports (SWOTs, Market Snapshots)	Get authoritative data on IT's most important markets and vendors.
Role-contextualized research	Draw from research agendas tailored to the unique challenges of your role.
Industry-contextualized research (Industry Advisory Service Only)	Draw from research agendas tailored to the unique challenges of your industry.
Select Harvard Business Review content	Select Harvard Business Review content for IT leaders in your industry.
Analyst webinars	Listen in and ask questions about the hottest topics in IT.
Event Highlights (Leadership Team products only)	View videos and presentations from hand-picked sessions that focus on the most impactful content from Gartner summits and Symposium/ITxpo.
<b>COMMUNITY</b>	
Member-led research agenda	Participate in shaping a research agenda that aligns with the issues you face.
Exclusive member-driven documents, tools and discussions	Leverage tools and templates developed by peers who have faced similar challenges.
Peer Forums	Participate in a 1.5 day, member-led workshop facilitated by Leadership Partners. Conducted biannually with agenda and content developed based on member input. Peer Forums also provide a venue of in-person networking and peer exchange.
Special Interest Group webinars	Virtual forum for members to engage in open dialogue and gain exposure to a more diverse set of ideas, perspectives and solutions on common issues.
Gartner Peer Connect	Join online discussions and gain critical insight from experienced peers on best practices, key decisions, product/vendor references and much more.
Summit ticket with upgrade option to Symposium/ITxpo	Participate in an immersive event experience and accelerate your learning by engaging with analysts and networking with role peers on cutting-edge IT topics.
Catalyst Conference ticket	Gain in-depth technical insight structured around an attendee-driven agenda.
<b>KEY FEATURES AND TOOLS</b>	
My Gartner	Leverage a personalized, intelligent home page that identifies the most relevant research and resources based on your identified key initiatives, activity, role, and profile information. Powered by the Gartner Recommendation Engine.
Peer Insights	Join other IT professionals and technology decision-makers on our ratings and reviews platform, where you can contribute to and learn from the firsthand experiences your peers have had with enterprise software solutions.
Gartner ITScore	Understand your IT organization's maturity, how to get to the next level and benchmark against peer organizations.
Gartner ITBudget	Know how your budget and staffing compares to your industry peer group.
Weekly Picks and Industry Picks	Stay current with complementary "must reads" from across all our role and industry research.
My Activity, My Library	Track your personal interaction history and documents read.
Explore	Browse all of the Gartner resources available to you, including Toolkits, Magic Quadrants, Hype Cycles, Special Reports and our Events calendar.

**EXHIBIT B  
PAYMENT TERMS**

Track	Stay up to date on your initiatives, vendors, analysts, industries and topics. Create and manage tracks, and keep on top of research that's important to you. Powered by the Gartner Recommendation Engine.
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<b>SERVICE DELIVERY</b>	
Key Insight Share	Provide your extended team of key stakeholders with access to Gartner insight, findings and recommendations for up to 25 documents.
Leadership Partner	Benefit from 1:1 coaching by an experienced former practitioner or consultant.
Client Service Manager	Receive personalized, proactive service and support from a highly trained client manager.
Analyst inquiry	Engage an analyst in a 30-minute session by phone to discuss and gain insight on vendors, technologies and/or Gartner research documents/tools, and how to apply them to a related issue or decision your company is facing.
Analyst inquiry - contract or document review	Have an analyst review vendor contracts, strategy or in-house technology documents.
Usage and consumption reports (Impact Assessment)	Keep track of the value you've derived from the resources available to you.
Onboarding/setup	Increase your Gartner ROI with a personalized introduction to your service.

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 I'xpo is a trademark of Contractor or its affiliates. Gartner Peer Connect has been issued U.S. Patent No. 8,244,674.  
 For more information, email [info@gartner.com](mailto:info@gartner.com) or visit [gartner.com](http://gartner.com). Produced by Marketing Communications. Ref. 52330.19109

<b>EXECUTIVE PROGRAMS LEADERSHIP TEAM</b> AS OF NOV. 2016						
	LEADER	DELEGATE	PARTNER	ADVISOR	CROSS-FUNCTION	ROLE
<b>SERVICE TEAM</b>						
TEAM CLIENT MANAGER	X	X	X	X	X	X
EXECUTIVE PARTNER	X	X				
LEADERSHIP PARTNER			X			
<b>SERVICE DELIVERY</b>						
TEAM WORKSHOP	X					
TEAM WORKSHOP PARTICIPANT	X	X	X	X	X	X
VALUE REVIEW	X					



**EXHIBIT B  
PAYMENT TERMS**

<b>NETWORKING</b>	
PEER CONNECT PLUS PRIVATE EXECUTIVE PROGRAMS MEMBER GROUP	X
FACILITATED NETWORKING	X
PEER CONNECT PLUS PRIVATE ENTERPRISE IT LEADERS GROUP	X
PEER CONNECT	X
2 THE LEADER AND ALL THE TEAM MEMBERS ARE AVAILABLE IN INDUSTRY VERSIONS. THE ENTIRE TEAM MUST HAVE THE SAME INDUSTRY VERSION.	

<b>SERVICE TEAM</b>	
TEAM CLIENT MANAGER	THE TEAM CLIENT MANAGER (TCM) UNDERSTANDS CLIENT CONTEXT AND PRIORITIES, AND FACILITATES A COORDINATED SERVICE APPROACH, AS WELL AS ALIGNMENT BETWEEN TEAM MEMBERS AND THE TEAM LEADER.
EXECUTIVE PARTNER	THE EXECUTIVE PARTNER (EP) MAINTAINS THE EXECUTIVE PROGRAMS RELATIONSHIP THROUGH DELIVERY OF PROGRAM SERVICES AND IMPLEMENTATION OF THE TEAM LEADER'S SERVICE DELIVERY PLAN.
LEADERSHIP PARTNER	THE LEADERSHIP PARTNER (LP) MAINTAINS THE RELATIONSHIP THROUGH DELIVERY OF PROGRAM SERVICES AND IMPLEMENTATION OF THE TEAM MEMBER'S SERVICE DELIVERY PLAN.

<b>SERVICE DELIVERY</b>	
TEAM WORKSHOP	THE TEAM WORKSHOP IS A HALF-DAY, ON-SITE TEAM MEETING. THE EP AND TEAM LEADER JOINTLY DETERMINE THE TOPIC AND CONTENT
TEAM WORKSHOP PARTICIPANT	UP TO 25 PARTICIPANTS MAY ATTEND AN ANNUAL, HALF-DAY ON-SITE TEAM MEETING, INCLUDING ALL TEAM MEMBERS AT THE TEAM LEADER'S DISCRETION, LED BY THE EXECUTIVE PARTNER.
VALUE REVIEW	THIS DISCUSSION ENABLES YOU TO REVIEW AND ASSESS PROGRESS AGAINST YOUR BUSINESS AGENDA AND PRIORITIES.
VALUE PLAN	THIS CUSTOMIZED SERVICE PLAN CAN BE REVIEWED AND REVISED PERIODICALLY THROUGHOUT THE MEMBERSHIP LIFE CYCLE.
ANNUAL ON-SITE MEETING	THIS DISCUSSION FOCUSES ON STRATEGIC PLANNING AND EXECUTION OF UP TO THREE KEY INITIATIVES WITH COACHING AND ADVICE FROM THE LEADERSHIP PARTNER.
MONTHLY INTERACTIONS WITH GARTNER	MONTHLY INTERACTIONS CAN INCLUDE STRATEGY MEETINGS, ANALYST INTERACTIONS, LOCAL EVENTS, ATTENDANCE AT GARTNER SYMPOSIUM/ITEXPO®, PEER NETWORKING AND TELECONFERENCES/MEETINGS.
STRATEGY MEETINGS	DISCUSSIONS BETWEEN THE EXECUTIVE PARTNER AND TEAM LEADER ON TOPICS RELEVANT TO

**EXHIBIT B  
PAYMENT TERMS**

	YOUR BUSINESS AGENDA.
<b>ANALYST ACCESS</b>	
PLACE AND LEAD INQUIRIES; INVITE TEAM MEMBERS AND OTHERS ON LEADERS TEAM	THE TEAM LEADER CAN REQUEST AN UNLIMITED NUMBER OF 30-MINUTE TELECONFERENCES WITH A GARTNER ANALYST.
PLACE INDIVIDUAL INQUIRIES	TEAM MEMBERS CANNOT REQUEST ANALYST INQUIRIES ON THEIR OWN, BUT CAN PARTICIPATE IN THE TEAM LEADER'S ANALYST INQUIRIES.
PARTICIPATE IN TEAM LEADER INQUIRIES	TEAM MEMBERS CAN PARTICIPATE IN INQUIRIES PLACED BY THE TEAM LEADER.
ANALYST BRIEFING	A HALF-DAY, ON-SITE MEETING OR TWO (2), TWO-HOUR TELECONFERENCES WITH A GARTNER ANALYST ONCE A YEAR. THE BRIEFING INCLUDES UP TO 25 PARTICIPANTS AND COVERS A TOPIC OF INTEREST TO THE TEAM
<b>EXCLUSIVE CONTENT</b>	
EXECUTIVE PROGRAMS RESEARCH AND RELATED CONTENT	RECEIVE UP TO 12 REPORTS PER YEAR ON GARTNER-SELECTED TOPICS OF INTEREST TO CIOS, AS WELL AS ASSOCIATED TOOLS AND TELECONFERENCES.
GARTNER BUSINESS INSIGHTS	RECEIVE SELECTED GARTNER CONTENT FOCUSED ON BUSINESS, STRATEGY AND FINANCIAL TOPICS, AS WELL AS OTHER SELECTED CONTENT.
IT LEADERS RESEARCH AND RELATED CONTENT	IT LEADERS RESEARCH INCLUDES GARTNER CORE IT AND ROLE-SPECIFIC RESEARCH, DIAGNOSTIC TOOLS, TEMPLATES AND CASE STUDIES.
TALKING TECHNOLOGY	TALKING TECHNOLOGY GIVES YOU ACCESS TO ANALYST COMMENTARIES ON THE LATEST IT TOPICS THROUGH A MONTHLY AUDIO PROGRAM.
SHARED RESEARCH FOLDER	THE SHARED RESEARCH FOLDER IS AVAILABLE TO ALL EXECUTIVE PROGRAMS LEADERSHIP TEAM MEMBERS ON GARTNER.COM UNDER MY LIBRARY. MEMBERS CAN ADD DOCUMENTS TO THE FOLDER FOR EASY VIEWING BY OTHER MEMBERS.
GARTNER EVENT HIGHLIGHTS	TEAM MEMBERS CAN VIEW EXCERPTS AND PRESENTATIONS FROM SELECTED SESSIONS AT GARTNER EVENTS.
DOCUMENT FORWARDING: 25 DOCS	AS TEAM LEADER, FORWARD UP TO 25 DOCUMENTS TO ANYONE IN YOUR ORGANIZATION FOR YOUR BUSINESS PURPOSE.
ENTERPRISE IT LEADERS RESEARCH	INCLUDES EXCLUSIVE MEMBER-DRIVEN DOCUMENTS AND DISCUSSIONS AS WELL AS USEFUL TOOLS AND TEMPLATES DEVELOPED BY PEERS.
ONE ROLE ONLY: IT LEADERS RESEARCH AND RELATED CONTENT	ACCESS GARTNER CORE IT RESEARCH ALIGNED TO A SPECIFIC TEAM ROLE OF YOUR CHOOSING.
<b>EVENTS</b>	
GARTNER SYMPOSIUM/ITXPO® EXECUTIVE PROGRAMS VIP	ONE COMPLIMENTARY, NONTRANSFERABLE ATTENDANCE AT GARTNER SYMPOSIUM/ITXPO® IN THE REGION OF YOUR CHOICE, INCLUDING VIP ON-SITE ACCESS AND ENTITLEMENTS. CAN BE EXCHANGED FOR A GARTNER SUMMIT ATTENDANCE.
ATTEND GARTNER SYMPOSIUM/ITXPO®	RECEIVE ONE COMPLIMENTARY, NONTRANSFERABLE ATTENDANCE AT GARTNER SYMPOSIUM/ITXPO® IN THE REGION OF YOUR CHOICE. CAN BE EXCHANGED FOR A GARTNER

**EXHIBIT B  
PAYMENT TERMS**

	SUMMIT ATTENDANCE.
CIO LEADERSHIP FORUM	RECEIVE ONE COMPLIMENTARY, NONTRANSFERABLE ATTENDANCE TO A EXCLUSIVE REGIONAL CIO EVENT.
PEER FORUM MEETINGS	ATTEND MEMBER-ONLY MEETINGS TWICE PER YEAR FOR ONE AND ONE-HALF DAYS FOCUSED ON MEMBER-SELECTED TOPICS.
EXECUTIVE PROGRAMS LOCAL EVENTS	ATTEND EVENTS FOR CIOs AND SENIOR IT PROFESSIONALS HOSTED BY GARTNER EXECUTIVE PROGRAMS AND GARTNER ANALYSTS.
SPECIAL INTEREST GROUPS	JOIN TOPICAL WEB CONFERENCES AND DISCUSS KEY ISSUES RELATED TO PEER-SELECTED TOPICS OF INTEREST.
<b>LEADERSHIP DEVELOPMENT</b>	
LEADERSHIP DEVELOPMENT RESEARCH AND RELATED CONTENT	LEVERAGE PROFESSIONAL DEVELOPMENT CONTENT CREATED BY GARTNER FOR ASPIRING CIOs AND SENIOR IT LEADERS.
LEADERSHIP DEVELOPMENT COACHING TELECONFERENCES WITH EXECUTIVE PARTNER	LEADERSHIP DEVELOPMENT COACHING INCLUDES THE EXECUTION OF AN INDIVIDUAL DEVELOPMENT PLAN AND COACHING TELECONFERENCES (UP TO FOUR IN THE CONTRACT YEAR) WITH AN EXECUTIVE PARTNER.
<b>NETWORKING</b>	
PEER CONNECT PLUS PRIVATE EXECUTIVE PROGRAMS MEMBER GROUP	ACCESS A SEARCHABLE DIRECTORY OF SENIOR TECHNOLOGY LEADERS AND C-LEVEL LEADERS, INCLUDING AN EXCLUSIVE CIO COMMUNITY; PARTICIPATE IN ONLINE FORUMS AND GARTNER SYMPOSIUM/ITXPO@MEETUPS.
FACILITATED NETWORKING	UPON REQUEST, A GARTNER SERVICE DELIVERY ASSOCIATE WILL HELP LOCATE AND SET UP MEETINGS AND/OR CALLS WITH RELEVANT PEERS AROUND YOUR SPECIFIC TOPIC OF INTEREST.
PEER CONNECT PLUS PRIVATE ENTERPRISE IT LEADERS GROUP	ACCESS A TRUSTED GLOBAL COMMUNITY OF PEERS - MORE THAN 18,000 IT AND BUSINESS LEADERS, INCLUDING SENIOR IT PROFESSIONALS - AND SHARE UNBIASED REFERENCES AND OPINIONS ON TECHNOLOGY PRODUCTS AND VENDORS.
PEER CONNECT	ACCESS A TRUSTED GLOBAL COMMUNITY OF MORE THAN 18,000 IT AND BUSINESS LEADERS.

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Contractor Initials PAC  
Date 3/15/17

**EXHIBIT B  
PAYMENT TERMS**

**3. PRICING QUOTATIONS FOR ON DEMAND CONSULTING PROJECTS**

The State shall request quotations for optional on demand consulting services outside of standard advisory services, when required, by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract.

**Table 1. Optional - Consulting Services Rates Pricing Worksheet**

<b>Position Role</b>	<b>SFY 2017</b>	<b>SFY 2018</b>	<b>SFY 2019</b>	<b>SFY 2020</b>	<b>SFY 2021</b>
Application Architect	\$351.75	\$364.06	\$376.80	\$389.99	\$403.64
System Architect	\$399.00	\$412.97	\$427.42	\$442.38	\$457.86
Network Architect	\$383.25	\$396.66	\$410.55	\$424.92	\$439.79
Contracts Advisor	\$383.25	\$396.66	\$410.55	\$424.92	\$439.79
Security Architect/Advisor	\$351.75	\$364.06	\$376.80	\$389.99	\$403.64
Engagement Manager	\$430.50	\$445.57	\$461.16	\$477.30	\$494.01

Gartner Consulting is a senior-leveraged Consulting practice. Our hourly fees represent our years of experience performing similar work for similar clients, our ability to apply lessons learned to mitigate risk, and experience working directly with senior stakeholders to achieve real results for our clients' key initiatives. The value of Gartner's senior-leveraged practice is typically realized through greater engagement team efficiency.

The above rates are "fully loaded", including travel expenses. In scoping consulting engagements, Gartner most often works on a fixed-priced deliverable basis. This approach provides our clients with greater certainty regarding the total cost of an effort, and shifts the risk for managing to the agreed upon scope and costs to Gartner, instead of the client. Gartner typically recommends

It is important to take the following points into consideration regarding Gartner's rates:

- a. Gartner's consulting staff relies heavily on Gartner's research. Our consultants utilize the research in a variety of ways, including leveraging the content directly and including it in Gartner deliverables. Consultants will also have the analysts participate directly by reviewing deliverables or taking part in the project directly. Each use of research provides significant value, and comes with a real opportunity cost. This resource is built into our consulting fees.
- b. Gartner comes to the table with a complete set of tools and templates developed through prior engagements and applied subject matter expertise. This enables more-effective use of resources by both Gartner and the State of New Hampshire, which results in fewer hours required to complete tasks and deliverables and less risk of rework or wasted effort.
- c. Gartner does not charge for administrative, contracts management or deliverable production. All of those associated costs are built into our labor rates.

Gartner Research and Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see "Guiding Principles on Independence and Objectivity" on our website, gartner.com or contact the Office of the Ombudsman at ombudsman@gartner.com or +1 (203) 316 3334.

**EXHIBIT B  
PAYMENT TERMS**

**4. INVOICE**

**4.1** Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done.

**4.2** Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

**4.3** The invoice shall be sent to the address of the using agency under agreement.

**5. PAYMENT**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: **<https://www.nh.gov/treasury>**



**EXHIBIT C  
SPECIAL PROVISIONS**

1. Section 8 of Form P-37 is hereby amended by adding the following:

The Events of Default and Remedies set forth in this section shall apply only to the Consulting Services set forth in Exhibit E of this Agreement. This section shall not apply to any other services provided under this Agreement.

2. Section 8 of Form P-37 is hereby amended by deleting Section 8.2.2 and 8.2.3.

3. Section 9 of Form P-37 is deleted and replaced with the following:

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

4. Section 10 of Form P-37 is deleted and replaced with the following:

10.1 Either Party may terminate this Agreement for its convenience upon thirty (30) calendar day's written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment of all fees incurred prior to the effective date of such termination. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement for breach and/or convenience shall survive such expiration or termination.

10.2 Subscription Based Services are non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

5. Section 12 of Form P-37 is deleted and replaced with the following:

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

6. Subject to applicable laws and regulations, in no event shall Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to Contractor's indemnification obligations set forth in this Contract.

**EXHIBIT C  
SPECIAL PROVISIONS**

7. **Ownership and Use of the Services.** Contractor owns and retains all rights to the Services not expressly granted to State. 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. State agrees to review and comply with the *Usage Guidelines for Contractor Services* ("**Guidelines**"), which are accessible to all Licensed Users via the "Policies" section of gartner.com. Among other things, these Guidelines describe how State may substitute Licensed Users, excerpt from and/or share Contractor research documents within the Client organization, and quote or excerpt from the Services externally.
8. **DISCLAIMER OF WARRANTIES.** THE SUBSCRIPTION SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND Contractor 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. STATE 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.

**EXHIBIT D**

RFP #1877-17 is incorporated here within.

Contractor Initials     *puc*      
Date     *3/13/17*

**EXHIBIT E**  
**GARTNER USAGE POLICY**

**1. GARTNER USAGE POLICY FOR SUBSCRIPTION BASED SERVICES**

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. Please note that no changes have been made to the content of the Policy. 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:

- a. Research Documents for Internal Use (within your company)
- b. Research Documents for External Use (outside your company)
- c. Analyst Inquiry
- d. Usernames & Passwords

**1.1 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, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. Any change in policy needs to be reviewed and approved by the State in advance. If not acceptable the State has the right to terminate the contract.

**1.2 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 Executive for further guidance.

**1.3 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 organization and ask you to investigate your use of the Services and provide us with information to validate that the Services are being used within your contractual entitlement. In the event of non-compliance, Gartner will issue notice of such non-compliance to client organization. Following receipt of such notice, client organization will have 30 days to correct the non-compliance. In the event client organization 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 [usage.guidance@gartner.com](mailto:usage.guidance@gartner.com).

**1.4 RESEARCH DOCUMENTS – Internal Use (within 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.

**1.4.1** While you may print one hard copy of a Gartner Research document for your personal use in your job role, as a general rule Gartner Research documents cannot be shared:

- a. With individual non-Users; or
- b. Via email, intranet posting, or other information storage & retrieval systems.

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- c. If your job role requires you to share Gartner Research internally with your colleagues, you may:
- d. Briefly summarize\* the Gartner Research in your own words for your project team or senior-level decision makers (attributing Gartner as the source).
- e. Include 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).  
\*REMINDER: This is a baseline license that may vary depending on your purchased product.

**1.4.2** This is an acceptable use so long as it is:

- a. 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 routinely approach the Licensed User to meet their Gartner Research needs);
- b. Limited to an internal audience only of no more than 15 people; and
- c. Not done with the intent or effect of avoiding the purchase of additional User licenses.

**1.5 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.

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

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

- a. Excerpt or reference with prior written approval from [quote.requests@gartner.com](mailto:quote.requests@gartner.com) and in compliance with the Gartner Copyright & Quote Policy.
- b. Purchase a Reprint License for External Use. Click here for more information on Reprint Licenses.

**1.6 ANALYST INQUIRY**

We welcome you to call us if you are a Gartner Licensed User with Analyst Inquiry Service. You may use our Analyst Inquiry Calls (or Written Responses, where approved) to discuss:

- a. Company related issues
- b. Interpretation of Gartner Research
- c. Document reviews such as basic technology reviews of business-related documents (up to 20 pages)
- d. Non-Users, inside or outside the Client company, may not participate on Inquiry Calls or receive copies of Written Responses. For the avoidance of doubt, "participate" in this context means Non-Users:
  - i. May not physically attend a session
  - ii. May not listen in to an Analyst Inquiry session

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- e. Analyst Inquiry entitlements beyond the baseline service described hereunder may vary by service purchased. For additional guidance on your service-specific entitlements, please consult your account representative.

**1.7 USERNAMES & 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.

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

- a. If your job responsibilities substantially change so that you no longer require access to the Gartner Services; or
- b. If you permanently leave your company.
  - i. 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 Executive for an appropriate solution.
- c. In situations where your company desires to assign a license to a contractor/sub-contractor
  - i. 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);
  - ii. 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;
  - iii. Contractor must agree to only use the Services for your company (i.e., the company that issued the license);
  - iv. In no instance is it ever acceptable for a Licensed User to share their Username and Password with the contractor; and
  - v. 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.

\*REMINDER: This is a baseline license that may vary depending on your purchased product.

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Terms Related To “On Demand Consulting Services”

Notwithstanding language that may appear in the body of this Agreement the terms contained in this section will control the provision of “On Demand” Consulting Services by Gartner Inc. to the State of New Hampshire in the areas listed below:

- I. **Ownership of Deliverables:** Notwithstanding the requirements set forth in Solicitation, Contractor shall assign to State ownership of any project Deliverable(s) originally created for and submitted to the State, provided, however, that Contractor may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Contractor’s business, so long as such excerpts and data do not identify State by name or contain any of the State’s confidential or proprietary information, and provided further that Contractor retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Contractors copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons (“Preexisting Intellectual Property”).

Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of State’s confidential information.

- II. **Intellectual Property Indemnification:**

Upon notification of a claim against State 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. Contractor will not indemnify State however, if the claim of infringement is caused by (1) State’s misuse or modification of the Deliverable; (2) State’s failure to use corrections or enhancements made available by Contractor; (3) State’s use of the Deliverable in combination with any product or information not owned or developed by Contractor (4) Information direction, specification or materials provided by State. 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: (a) procure the right for State to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing, or (d) direct the return of the Deliverable and refund to State the fees paid for such Deliverable.

- III. **Preexisting Materials:** State shall retain its rights in any proprietary material that State supplies to Contractor. If the State provides Contractor with materials owned or controlled by State or with use of, or access to, such materials, the State grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work. Contractor grants to State for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display,

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**GARTNER USAGE POLICY**

distribute copies of, and prepare derivative works of any Contractor "Preexisting Intellectual Property" embodied in the Deliverables.

- IV. **Limitation of Liability:** 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 or for damage to property caused by the negligence or willful misconduct of Contractor or its employees, Contractor's total liability arising out of this Agreement and the provision of the Services shall be limited to the fees paid by the State under the specific Statement of Work under which such liability arises.
- V. **Warranty:** a) The State warrants that Contractor's use of any materials furnished by the State in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. (b) Contractor warrants that the Deliverables, in the form provided to the State, do not infringe any copyright, trademark, trade secret or other right of any third party. (c) Contractor warrants that all On Demand Consulting Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.
- VI. **Third-Party Beneficiaries:** This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Contractor and the State that no third party shall have the right to (i) rely on the Services provided by Contractor, or (ii) seek to impose liability on Contractor as a result of the Services or any Deliverables furnished to State.



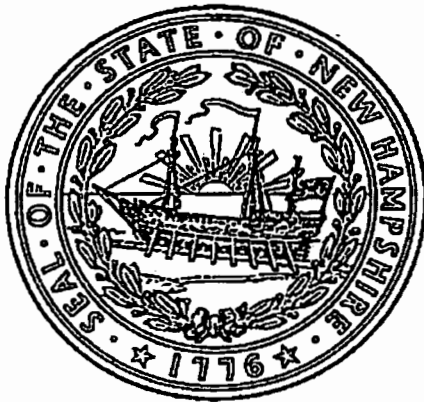
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GARTNER, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 07, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 213767



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of March A.D. 2017.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

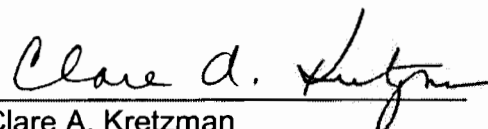
**CERTIFICATE OF AUTHORITY**

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

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

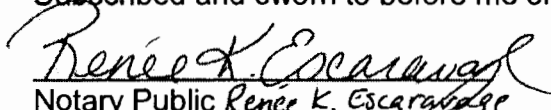
Dated this 23<sup>rd</sup> day of March 2015

GARTNER, INC.



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

Subscribed and sworn to before me on this 23<sup>rd</sup> day of March 2015



Notary Public *Renee K. Escaravage*

My commission expires: March 31, 2017

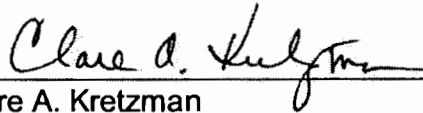
**CERTIFICATE OF AUTHORITY**

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

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

Dated this 29<sup>th</sup> day of March 2017

GARTNER, INC.



Clare A. Kretzman  
GVP, Deputy General Counsel and  
Assistant Corporate Secretary

Subscribed and sworn to before me on this 29<sup>th</sup> day of March 2017



Notary Public

My commission expires: 3/31/2020

**KELLIE GORDON**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MARCH 31, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/28/2016

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).

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

COVERAGES      CERTIFICATE NUMBER: 570062778859      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Emp Benefits Ded \$1,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6014176217	06/30/2016	06/30/2017	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
B	<b>AUTOMOBILE LIABILITY</b> <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 <input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1,000			6014176248	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			6011488543	06/30/2016	06/30/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0585006231 ADS 0585006276 CA	06/30/2016	06/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-MPL-Primary			015418809 Claims Made SIR applies per policy terms & conditions	06/30/2016	06/30/2017	Each Claim \$15,000,000 Deductible \$1,000,000 Aggregate \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 All limits show in USD. Entities may be included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respects to the General Liability, Automobile Liability and Professional Liability policies. In addition, a Waiver of Subrogation can be granted in favor of a third party as required by written contract but limit to the operations of the Insured under said contract, with respect to the General Liability and Automobile Liability policies. Umbrella liability follows form of underlying coverage: General Liability and Automobile Liability policies.

<b>CERTIFICATE HOLDER</b>  Gartner, Inc. 56 Top Gallant Road PO Box 10212 Stamford CT 06904-2212 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

Certificate No : 570062778859