



Information Technology Services Contract

VA-180315-GARG

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Gartner Inc.

INFORMATION TECHNOLOGY SERVICES CONTRACT
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INFORMATION TECHNOLOGY SERVICES CONTRACT

THIS INFORMATION TECHNOLOGY SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency ("VITA") pursuant to §2.2-2012 of the Code of Virginia ("Code") and on behalf of the Commonwealth of Virginia ("Commonwealth"), and Gartner, Inc. ("Supplier"), a corporation headquartered at 56 Top Gallant Road, Stamford, CT 06902-7700, to be effective as of Contract Award Date ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide Information Technology Research and Advisory services to the Authorized Users.

2. DEFINITIONS

A. Acceptance

Successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable Statement of Work or order, including completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work or order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

All public bodies, including VITA, as defined by Code § 2.2-4301 and referenced by Code §§ 2.2-4304 and 2.2-2012, authorized to participate in the procurement of information technology under this Contract. Authorized Users include private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

D. Business Day/Hour

Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable order or Statement of Work, excluding Commonwealth-designated holidays.

E. Commonwealth

The Commonwealth of Virginia.

F. Commonwealth Indemnified Parties

Means, collectively and individually, the Commonwealth, VITA, any Authorized User, their officers, directors, agents, and employees.

G. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

H. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of

discussions related to this Contract or any order or SOW issued hereunder, and which at the time of disclosure either:

- (i) is marked as being “Confidential” or “Proprietary”;
- (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party; or
- (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party; or
- (iv) is identifiable or should be reasonably considered as protected health information;
- (v) any personally identifiable information, including information about VITA’s employees, contractors, and customers, that is protected by statute or other applicable law.

I. Contract

This agreement, including all exhibits, schedules, and attachments, entered into by VITA and Supplier.

J. Deliverable

The tangible embodiment of the work performed or Services, Maintenance Services, Licensed Services, Solution, Component, Software, plans, reports, data, Product, Supplier Product and Updates provided by the Supplier in fulfilling its obligations under the Contract or as identified in the applicable Statement of Work or order, including the development or creation of Work Product, if Work Product is authorized under the Contract.

K. Documentation

Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its Agents or Application Users to make productive use of the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, and to implement and develop self-sufficiency with regard to the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any Statement of Work or order issued hereunder.

L. Electronic Self-Help

Any use of electronic means to exercise Supplier’s license termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any Statement of Work or order placed hereunder.

M. Federal Tax Information (“FTI”)

FTI consists of federal tax returns and return information (and information derived from it) that is in the possession or control of any Authorized User, which is covered by the confidentiality protections of the Internal Revenue Code (“IRC”) and subject to the IRC § 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as “Sensitive” but “Unclassified” information and may contain personally identifiable information.

N. Industrial Funding Adjustment (“IFA”)

A fee paid by Supplier to cover VITA’s cost of managing the Contract.

O. Party

Any combination of Supplier, VITA, or any Authorized User. Collectively, “Parties”.

P. Prompt Payment Act

The Virginia Prompt Payment Act, Code §§ 2.2-4347 *et seq.*, as amended.

Q. Receipt

An Authorized User or its Agent has physically received or has unfettered access to any Deliverable at the correct "ship-to" location.

R. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product, Software, Solution, Component, Service(s), Application and Licensed Services and Deliverables, as authorized by the Contract and/or as set forth in Exhibit X and/or the applicable Statement of Work or order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

S. Services

Any work performed or service provided by Supplier in fulfilling its obligations under the Contract or, as applicable, any Statement of Work or order issued under the Contract, including applicable software and software updates, solution, products, implementation, installation, maintenance, support, testing, training, or other provision to the Authorized User of any Deliverable described in the applicable Statement of Work or order, as authorized by the Contract scope. As permitted by the scope of the Contract, may include the discovery, creation, or development of Work Product, if any. If Work Product is authorized, refer to definition for Work Product. For details about the work and services to be provided by Supplier under this Contract, see Exhibit(s) XX. This definition does not include Licensed Services.

T. Software

If Software is authorized under the Contract, means the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder as a component(s) of any Deliverable or Component of any Solution, and any subsequent modification of such programs and code, excluding Work Product. For COTS (boxed) software, means the programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit X or as described on Supplier's US and International price lists in effect at time of Authorized User's placement of order or Statement of Work. For Software Maintenance Contracts Software also includes the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder in the form of Software Updates.

U. Software Publisher

If Software is authorized under the Contract, means the licensor of the Software, other than Supplier, provided by Supplier under this Contract.

V. Statement of Work ("SOW")

Any document in substantially the form of Exhibit X (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to an Authorized User), which, upon signing by both Parties, shall be deemed a part of the Contract.

W. Subcontractor

Any group or person that furnishes supplies or services to the Commonwealth on behalf of Supplier or another Subcontractor in performance of this Contract.

X. Supplier

The entity set forth in the preamble of this Contract and any entity that controls, is controlled by, or is under common control with Supplier.

Y. Supplier Personnel

Any and all of Supplier's employees, agents, contractors, or subcontractors performing under this Contract.

Z. SWaM

Any entity certified by the Commonwealth's Department of Small Business and Supplier Diversity as a small, women-owned, or minority-owned business, or a small service disabled veteran-owned business, as defined in Code § 2.2-4310 or § 2.2-1401, or a certified micro business as defined in Executive Order Number 20 (2014).

AA. Term

The period of time beginning with the Effective Date and lasting for the length of time, including any extension periods, set forth in the "Contract Term" section below during which this Contract will be in full force and effect.

BB. Transition Out Plan

The written plan developed by Supplier addressing the transition of Supplier's contractual obligations, in whole or in part, away from the Supplier and to Authorized User, or its designee, after the expiration or termination of the Contract.

CC. Transition Period

The period of time after the expiration or termination of the Contract that, Supplier is obligated to continue providing assistance to Authorized Users so as to transition the Supplier's contractual obligations, or any portion thereof, to any other supplier.

DD. Update

As applicable, any update, modification or new release of the Software, System Software, Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

EE. Work Product (optional)

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract. Work Product shall not include configuration of software.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years ("Term"). VITA, in its sole discretion, may extend this Contract for up to four (4) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period within thirty (30) days of the expiration of any current term. In addition, performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all contractual terms and conditions required for the operation of such order or SOW shall remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach

In the event of breach by the Supplier, VITA will have the right to terminate this Contract, in whole or in part, and an Authorized User may terminate an order or SOW issued hereunder, in whole or in part. Supplier will be deemed in breach in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder. Any termination under the provisions of this section will be deemed a "Termination for Breach".

If VITA deems the Supplier to be in breach, VITA shall provide Supplier with notice of breach and allow Supplier 15 business days to cure the breach. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued pursuant to this Contract, in whole or in part. If an Authorized User deems the Supplier to be in breach of an order or SOW, that Authorized User shall provide Supplier with notice of breach and allow Supplier fifteen (15) business days to cure the breach. If Supplier fails to cure the breach as noted, the Authorized User may immediately terminate its order or SOW, in whole or in part. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 U.S.C. § 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 U.S.C. § 1352, or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations from public bodies under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Deliverables accepted by the Authorized User or Services, including as applicable, Licensed Services and Maintenance Services, rendered by Supplier and accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA or any Authorized User, Supplier shall provide all assistance as VITA or such Authorized User may reasonably require to transition the Supplier's contractual obligations, or any portion thereof, as requested by VITA or such Authorized User, to any other supplier with whom VITA or such Authorized User contracts for provision of same. This obligation may

extend beyond expiration or termination of the Contract for a period of time (i.e., three (3) months, six (6) months, twelve (12) months or as required and defined by VITA or such Authorized User (herein referred to as "Transition Period"). If this Contract includes Supplier's provision of licensed products, Supplier agrees that, without the expressed prior consent of VITA or such Authorized User, no action will be taken by Supplier to restrict or terminate the use of such licensed products after the date of expiration or termination of the Contract and/or during any Transition Period in which Supplier is contractually committed to work with VITA or any Authorized User. VITA or any Authorized User agree to pay for any additional maintenance or licensing fees during any Transition Period at the hourly rate or a charge agreed upon by Supplier and VITA or such Authorized User. Supplier must provide all reasonable transition assistance requested by VITA or such Authorized User to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to VITA or any Authorized User. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. Further, any period of transition will not affect VITA's or any Authorized User's rights in regards to any purchased Software Perpetual Licenses which are paid in full.

G. Contract Kick-Off Meeting

Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/Industrial Funding Adjustment (IFA) reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Transition Out Plan

Within three (3) months of the Effective Date, Supplier will develop and distribute to the applicable Authorized User a Transition Out Plan. The Supplier will maintain the Transition Out Plan throughout the Term, and update the Transition Out Plan as needed and subject to Authorized User's approval.

I. Contract Closeout

Prior to the Contract's expiration date, Supplier may be provided contract closeout documentation by VITA. If contract closeout documentation is provided, then Supplier shall complete, sign, and return to VITA Supply Chain Management any required documentation within 30 calendar days of receipt to ensure completion of closeout administration and to maintain a positive performance reputation with the Commonwealth. Any required closeout documentation not received within 30 calendar days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due to the Supplier, including final payment, until the documentation is returned to VITA.

4. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall ensure that all Supplier Personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order or SOW between Authorized User and Supplier. Supplier acknowledges that Supplier is the employer of all Supplier Personnel and shall have the sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier Personnel. Supplier shall be solely responsible for the supervision and conduct of Supplier Personnel, including all acts, omissions, gross negligence, and willful misconduct of Supplier Personnel. Additionally, Supplier shall ensure that Supplier Personnel comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any Supplier Personnel whom such Authorized User believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Key Personnel

An order or SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable order or SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable order or SOW.

C. Subcontractors

Supplier shall not use subcontractors to perform its contractual obligations under the Contract or any order or SOW issued thereunder unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

If Supplier subcontracts the provision of any performance obligation under this Contract to any other party, Supplier will (i) act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors shall perform in accordance with the warranties set forth in this Contract.

5. NEW TECHNOLOGY

A. Access to New Technology

Supplier will bring to VITA's attention any new products or services within the scope of the Contract that it believes will be of interest to VITA and will work to develop proposals for the provision of any such products or services as VITA requests.

B. New Service Offerings Not Available from Supplier

If new or replacement product or service offerings become available to VITA under the scope of the Contract, and cannot be competitively provided by the Supplier, VITA may purchase such new or replacement products or services from a third party, and Supplier will reasonably assist VITA to migrate to such products or services, if VITA elects to use such new or replacement product or service offerings.

If VITA elects to acquire new products or services as described in the above paragraph and such services replace existing Supplier-provided services, discount tiers and any commitments (as applicable per the Contract) will be reduced to reflect reductions in purchases of the replaced products or services.

6. SERVICES

A. Nature of Services and Engagement

This Service contract is for Information Technology Research and Advisory services.

By operation of this Contract, any order or SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period shall be voidable by VITA, in its sole discretion. If an order or SOW is voided by VITA, such order or SOW shall no longer be binding on either Party and all obligations with respect to such order or SOW shall expire.

B. Acceptance

Service(s) shall be deemed accepted when the Authorized User determines that such Service(s) meets the Requirements set forth in the applicable order or SOW. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the order or SOW. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with such modification.

Authorized User shall commence Acceptance testing within ten (10) days, or within such other period as set forth in the applicable order or SOW, after receipt of the Service. Acceptance testing will be no longer than thirty (30) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for each Deliverable or for the first instance of each Service type set forth in Exhibit B. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

C. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Service for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid hereunder for all such Services; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Services to be provided thereunder by Supplier.

D. Additional Terms — Research and Advisory Services

Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “Licensed User”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the Usage Guidelines 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 Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER 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. CLIENT 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. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

Gartner will invoice Clients at the time a Service Agreement is signed and/or access is granted. Payment is due 30 days from the invoice date. Client shall pay any applicable sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

E. Additional Terms — Consulting Services

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 Gartner and Client that no third party shall have the right to (i) rely on the consulting services provided by Gartner or (ii) seek to impose liability on Gartner as a result of the consulting services or any Deliverables furnished to Client

7. RIGHTS TO WORK PRODUCT

Gartner grants to VITA ownership of any Consulting Deliverable originally created for and submitted to VITA. Gartner shall retain sole and exclusive ownership of all the Gartner tools, methodologies, questionnaires, responses, and proprietary research and data pre-existing and/or generated in the course of performing the consulting services, together with all intellectual property rights therein (collectively, the “Gartner Materials”). Gartner grants to VITA a perpetual, non-exclusive, royalty-free license to use and to disclose during the course of its internal business any Gartner Materials embodied in a Deliverables, subject to the limitations set forth below.

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

With respect to any benchmarking Services performed by Gartner, Client acknowledges that (i) the contents of the Benchmarking Report (as defined in the applicable Statement of Work) and other deliverables are based upon information which is proprietary to Gartner and contained in Gartner’s proprietary database, (ii) the

contents of the database belong to Gartner solely, (iii) Client's data will become part of the database, (iv) Gartner will code any presentation of Client's data to preserve Client's anonymity, and (v) the database will be used by Gartner in future consulting and benchmarking engagements. All research and advisory services acquired on a subscription basis shall be subject ownership and usage guidelines contained below.

8. GENERAL WARRANTY

Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations and meet all needed requirements as described in Exhibit A as follows:

A. Ownership

Supplier has the right to perform and provide all contractual obligations and provide all needed services and products without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Limited Warranty

During the warranty period as specified in the applicable order or SOW, Supplier warrants that the Services, Solution, Solution Components, Deliverables, Product, Software, Updates, as authorized and provided by Supplier under this Contract, shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in supplier's failure to meet the Requirement or its contractual obligations.

C. Performance Warranty

Supplier warrants and represents the following with respect to Performance:

- i. All contractual obligations shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;
- ii. All contractual obligations pursuant to a particular Request for Proposal ("RFP") or Quote, or Request for Quote ("RFQ"), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to its contractual obligations and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing its contractual obligations;

D. Documentation and Deliverables

Supplier warrants the following as applicable to the Contract:

- i. (The Solution or Software is pursuant to a particular Request for Proposal ("RFP") or , quote, or Request for Quote (RFQ), and therefore such Solution or Software shall be fit for the particular purposes specified by VITA in the RFP/IFB and in this Contract, and if applicable, by the Authorized User requesting such quote or issuing such RFQ. Further, Supplier is possessed of superior knowledge with respect to the Solution of Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Solution or Software;

Exhibit A Exhibit A ii. No corrections, work arounds or future Software or Solution Component Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software. v. Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a

user/programmer to understand fully the Solution or Solution Component or to load/use/operate the Software without reference to any other materials or information.

E. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in any Solution, Solution Component, Deliverables, Product, Software, System Software, Update, Application and/or Licensed Service, as obligated and provided by Supplier under the order or SOW, at the time of delivery to the Authorized User. Supplier warrants that the Solution, Solution Components, Deliverables, Product, Software, System Software, Update, Application and/or Licensed Services, as obligated and provided by Supplier under the order or SOW does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Solution, Solution Components, Deliverables, Product, Software, System Software, Application and/or Licensed Service.

Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

F. Open Source

Supplier will notify all Authorized Users if the Solution, Solution Components, Deliverables, Product, Software, Updates, Application and/or Licensed Services, as obligated and provided by Supplier, contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

G. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

H. Supplier's Past Experience

Supplier warrants that it has met similar contractual obligations and fulfilled the Requirements as set forth in Exhibit A and in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

9. FEES, ORDERING AND PAYMENT PROCEDURE

For all Gartner Research and Advisory services (i.e. fixed price products) Gartner's offers shall be based on and consistent with the then current GSA Group 70 IT schedule prices to be supplemented (as required) by any mandatory VITA uplifts;

1. For all Gartner Consulting services (i.e. Deliverable provided via the hourly rate structure) Gartner's offers shall be based upon and in accordance with the "then current" GSA Group 70 IT schedule prices to be supplemented as required by any mandatory VITA uplifts;
2. In cases where GSA schedule 70 IT pricing is not available pricing will be based upon and consistent with Gartner's next best pricing level (i.e. Gartner's State & Local Government (SLG) pricing structure;
3. Gartner reserves the right to refresh its pricing and product offerings on an annual basis consistent with the prices listed in the Gartner GSA Group 70 IT schedule price list. The refreshed Pricing and Product offering will be provided to VITA in January of each new calendar year and applicable to any renewal of existing services or initiation of new services.

10. REPORTING

Supplier shall submit to VITA the following monthly reports:

- i. Report of Sales; and
- ii. Small Business Procurement and Subcontracting Report

These reports must be submitted using the instructions and further detailed requirements and templates found at the following URL: <http://www.vita.virginia.gov/scm/default.aspx?id=97>, or any successor URL(s). Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods. Failure to comply with all reporting and other requirements in this Section may be deemed a breach of the Contract.

A. Report of Sales

Supplier shall submit the "Supplier Monthly Report of Sales" to VITA reporting all monthly sales to all Authorized Users under this Contract. The report must also show a cumulative record of all sales which will carry forward for the duration of the Term. In addition to the monthly report, Supplier shall pay to VITA the following monthly fees in accordance with instructions described on the "Supplier Reporting System" webpage located at: <http://www.vita.virginia.gov/scm/default.aspx?id=97>. Supplier reports of monthly sales data will include these fees and percentages:

- Industrial Funding Adjustment ("IFA"): 2% of monthly sales

B. Small Business Procurement and Subcontracting Report

Supplier shall provide to VITA a report of monthly subcontracting spend data. This data must include the spend with all Subcontractors who provide direct performance for obligations under this Contract. In addition, Supplier shall submit to VITA a monthly "SWaM Subcontracting Certification of Compliance" certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"). A copy of Supplier's Plan is attached to this Contract as Exhibit H, if applicable, and is incorporated by reference. If Supplier has not fully complied, meaning there is any variance between the proposed and contractually bound Plan and the actual subcontractor spend by Supplier, the SWaM Subcontracting Certification of Compliance must include a written explanation of any variances between the Plan and the actual participation.

The Supplier's SWaM Subcontracting Certifications of Compliance will be maintained by VITA in the Supplier's procurement file. In the event that Supplier fails to comply with its contractually obligated Plan spend or fails to report its contractually obligated Plan spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, or withhold any final payments due, or both. Supplier's failure to comply will be considered in the prospective award of any future contracts with Supplier.

11. COMPETITIVE PRICING

Gartner agrees to provide pricing to VITA that is consistent with the pricing it provides to the United States General Service Administration via the GSA Group 70 IT schedule. In those instance where a service is offered to VITA that is not contained on the GSA Group 70 IT schedule the item will be offered at and consistent with Gartner next best pricing level.

12. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information, but in no event shall such measures be less than reasonable care.

Any unauthorized release of any Confidential Information by the Supplier or Supplier Personnel constitutes a breach of Supplier's obligations under the Contract. Supplier shall immediately notify VITA and any affected Authorized User of any reach of "unencrypted" and "unredacted" personal information, as those terms are defined in Code § 18.2-186.6, and other confidential or personal identifying information provided to the Supplier by VITA or an Authorized User. To the extent permitted by law, Supplier shall provide VITA and any affected Authorized User the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure.

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i. in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract, or upon the earlier request of the disclosing Authorized User, Supplier shall, at its own expense, (i) promptly return all tangible Confidential Information (and all copies thereof except the record required by law) to the disclosing Authorized User; or (ii) upon written request from the disclosing Authorized User, destroy any Confidential Information in Supplier's possession or control, and provide the disclosing Authorized User with written certification of the destruction. Additionally, Supplier shall cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth's records retention policies or, if Authorized User is not subject to the Commonwealth's policies, in accordance with the Authorized User's own records retention policies.

D. Confidentiality Statement

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such

statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

E. Freedom of Information Act Acknowledgement

All Supplier documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Supplier agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted by the Virginia Freedom of Information Act.

13. INDEMNIFICATION

A. Person and/or Tangible Property

Gartner agrees to indemnify, defend and hold harmless VITA, its employees, officers and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the Gartner, its personnel, or agents during the course of the Services under this Agreement.

B. Indemnity for Intellectual Property

Upon notification of a claim against VITA alleging any Deliverable infringes a copyright, US patent or trade secret of any third party, Gartner will defend such claim at its expense and will pay any costs or damages that may be finally awarded against VITA. Gartner will not indemnify VITA however, if the claim of infringement is caused by (1) VITA's misuse or modification of the Deliverable; (2) VITA's failure to use corrections or enhancements made available by Gartner; (3) VITA's use of the Deliverable in combination with any product or information not owned or developed by Gartner (4) Information direction, specification or materials provided by VITA. If any Deliverable is, or in VITA's opinion is likely to be, held to be infringing, Gartner shall at its expense and option either: (a) procure the right for VITA 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 VITA the fees paid for such Deliverable.

14. 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 consulting 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 Gartner or its employees, Gartner's total liability arising out of this Agreement and the provision of the consulting services shall be limited to the fee paid by VITA under the Service Agreement or Statement of Work under which such liability arises.

15. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

16. SECURITY COMPLIANCE

Supplier shall comply with all provisions of the then-current Commonwealth security procedures, published by VITA and which may be found at: <https://www.vita.virginia.gov/library/default.aspx?id=537>, or any successor URL(s), as

are pertinent to Supplier's operation. Further, Supplier shall comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been provided to Supplier by the Authorized User. Supplier shall also comply with all applicable federal, state, and local laws and regulations. Any unauthorized release of proprietary or Personal information by the Supplier or any Supplier Personnel shall constitute a breach of Supplier's obligations under this Section and the Contract.

Supplier shall ensure performance of an audit of Supplier's environment at least annually to provide assurance of "Controls Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy" in accordance with the then-current standards set forth by the American Institute of CPAs.

VITA reserves the right to review Supplier's information security program prior to the commencement of Licensed Services and at least once annually during the term of this Agreement. During the performance of the Licensed Services, and on an annual basis, VITA will be entitled, at its own expense, to perform, or to have performed, an on-site audit of Supplier's information security program. In lieu of an on-site audit, upon request by VITA, Supplier shall implement any reasonably required safeguards as identified by any program audit.

17. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

18. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order or SOW, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order or SOW. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

19. LITIGATION

If supplier becomes involved in legal proceedings that interfere with the performance of any contractual obligations under this contract for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order or SOW,

Relief may be granted by VITA or Authorized User if Supplier immediately gives VITA or such Authorized User adequate written assurance of the future performance of this Contract or the applicable order or SOW.

20. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Licensing Within the Commonwealth

Any and all licenses granted or provided pursuant to this Contract, whether to System Software, COTS, or any other Software will be held by:

- i. the Commonwealth, if the Authorized User is an agency as defined by Code § 2.2-2006 or a legislative, judicial and independent agency of the Commonwealth, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code;
- ii. the applicable public body, if the Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity; or
- iii. the applicable private institution of higher education, if the Authorized User is a private institution of higher education listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

C. Incorporated Contractual Provisions

The contractual provisions at the following URL, or any successor URL(s), are mandatory contractual provisions, required by law or by VITA, and are incorporated by reference:

https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandatedTsandCs.pdf.

The contractual claims provision of Code § 2.2-4363 and the required eVA provisions found at

http://vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/eVATsandCs.pdf, or any successor URL(s), are also incorporated by reference.

IRS Publication 1075 applies to any orders or SOWs issued by an Authorized User under the Contract that will or may include the entry, handling, processing, storage, movement, sharing of, or access to, FTI by Supplier, or any Subcontractor of Supplier, in any manner. The Tax Information Security Guidelines for Federal, State and Local Agencies – Exhibit 7, Safeguarding Contract Language, as appropriate, and the requirements specified in Exhibit 7 in accordance with IRC§ 6103(n) are included by reference and are located at:

http://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/SCM/Mandatory_IRS_Pub_1075_for_FTI_data.pdf, or any successor URL(s). Supplier hereby acknowledges that it will comply with all applicable requirements of these terms and IRS Publication 1075 in its entirety. Non-compliance with the terms and IRS Publication 1075

may be deemed, solely by VITA, as a material breach of the applicable order or SOW or of the Contract. Supplier is responsible for verifying the correct and current version of this IRS publication and related safeguarding terms language and acknowledges that any Authorized User issuing the order or SOW will be held harmless.

The terms and conditions in documents posted to the aforereferenced URLs, and any successor URL(s), are subject to change pursuant to action by the legislature of the Commonwealth, change in VITA policy, adoption of revised eVA business requirements, or change to IRS Publication 1075. If a change is made to the mandatory terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs, or their successors, periodically.

D. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as an exhibit to this Contract.

E. Ethics in Public Contracting

By signing this Contract, Supplier warrants that its assent to this Contract is made without collusion or fraud, and that Supplier has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with the terms of this Contract. Further, Supplier warrants that it has not conferred any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, on any public employee having official responsibility for this procurement transaction, unless consideration of substantially equal or greater value was exchanged. In addition, Supplier warrants that it will notify VITA if it becomes aware of a potential conflict of interest in the future.

F. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

G. Dispute Resolution

In accordance with Code § 2.2-4363, contractual claims, whether for money or other relief, must be submitted in writing to the public body from whom the relief is sought no later than 60 calendar days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims will not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within 30 calendar days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under the Code nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within 30 calendar days. The decision of the relevant public body will be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code § 2.2-4364 or the administrative procedure authorized by Code § 2.2-4365.

Upon request from the public body from whom the relief is sought, Supplier shall submit any and all contractual disputes arising from this Contract to the public body's alternative dispute resolution ("ADR") procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code.

In the event of any breach by a public body or a private institution, Supplier's remedies are limited to claims for damages and interest allowable under the Prompt Payment Act and, if available and warranted, equitable relief. All such claims to be processed pursuant to this Section. In no event will Supplier's remedies include the right to terminate any license or support services hereunder.

H. Taxes

The Commonwealth is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained from Authorized Users upon request. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

I. Currency

All prices, costs, or fees in this Contract and all exhibits, schedules, orders, or SOWs will be in United States dollars.

J. Advertising and Use of Proprietary Marks

No Party may use the name of the other Party or refer to the other Party, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of such Party. In no event may any Party use a proprietary mark of the other Party without receiving the prior written consent of such Party.

K. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- i. To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii. To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

L. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

M. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such

attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

N. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

O. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

P. Survival

Any provisions of this Contract regarding Software License, Rights To Work Product, Warranty, Escrow, Confidentiality, Content Privacy and Security, Liability, Indemnification, Transition of Services, and the General Provisions shall survive the expiration or termination of this Contract.

Q. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the reasonable control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay.

R. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

S. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Contract or any SOWs or orders issued there under. VITA's right to audit shall be limited as follows:

- i. Three (3) years from end date of the Contract;
- ii. Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii. Excludes access to Supplier cost information. In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

T. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of any Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

U. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

V. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A - Requirements

Exhibit B - Pricing: Options List; Fees, Service Charges, and Payment Schedules

Exhibit C - Statement of Work (SOW) Template

Exhibit D - Service Level Agreements (SLAs)

Exhibit E - Change Order Template

Exhibit F - [RESERVED]

Exhibit G - Certification Regarding Lobbying

Exhibit H - Supplier Procurement and Subcontracting Plan

W. Order of Precedence

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit B, Exhibit D.

X. Opportunity to Review

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Gartner Inc.

By: 

(Signature)

Name: Phillip A. Cummings

(Print)

Title: Sr. Director Contracts Counsel

Date: 08 March 2018

VITA

By: 

(Signature)

Name: Nelson Moe

(Print)

Title: COV Chief Information Officer

Date: 3/13/18

Address for Notice:

Gartner Inc.

4501 Fairfax Drive Floor 8

Arlington, VA 22203-1656

Attention: Gregory Parrington

Address for Notice:

VITA/SCM

11751 Meadowville Lane

Chester, VA 23836

Attention: Contract Administrator

RFP 2018-11 Appendix E- IT Research and Advisory Services Requirements

Tab #	Description
A	General
B	IT Research and Advisory Services
C	IT Research and Advisory Service Delivery
D	Miscellaneous Services
E	Event Services

General

#	Specification	A	B
1	Does your Solution comply with all current COV ITRM Policies and Standards, as applicable, found at: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/ If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.	N/A	Per the link on ITRM Policy GOV102-02 Effective Date: June 01, 2016. The scope of the ITRM policy states "This policy is applicable to all State Executive Branch agencies and institutions of higher education (collectively referred to as "Agency") that manage, develop, purchase, and use information technology resources in the Commonwealth of Virginia" and Gartner is not an Agency.
2	Does your Solution's proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at: http://www.vita.virginia.gov/oversight/default.aspx?id=10344 If not, please explain.	N/A	Gartner is not proposing interfaces to Commonwealth Systems and these standards do not apply to Gartner as we provide IT Research and Advice through our public website of gartner.com.

3	<p>Does your Solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/pdf/ETA_IT_Accessibility_Topic_Report.pdf (Refer to www.section508.gov and www.access-board.gov for further information) If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)). If no, does your Solution provide alternate accessibility functionality? Please describe.</p>	Yes (Y)	<p>Gartner has included per our offer a copy of the Gartner VPAT document that addresses the level of conformance of Gartner's web site access under the following EIT standards: Section 1194.22 - Web-based internet information and applications; Section 1194.31 - Functional Performance Criteria and Section 1194.41 - Information, Documentation and Support. All the other EIT Standards are not applicable for the type of Research Subscription services that Gartner is providing per this offer. Notwithstanding any other provisions of the solicitation or resulting contract, Gartner does not make any claims or agreements directly or indirectly as to conformance of its website or the deliverables with the Electronic and Information Technology standards of the solicitation other than what is set forth in the attached VPAT. We have included a completed Voluntary Product Accessibility Template (VPAT) within Section 7.0 Appendices.</p>
4	<p>Is your Solution completely vendor independent and not aligned either to hardware or software vendors and aligned with system quality variables such as in this url: http://msdn.microsoft.com/en-us/library/bb402962.aspx and their respective tradeoff points?</p>	Yes (Y)	<p>Gartner's research and advisory offering is completely vendor independent and is not aligned with hardware or software vendors. Unlike our competitors, Gartner Research is 100% original — it is created by our own dedicated team of Research analysts, does not include any syndicated or third-party research, and provides a compilation of research and value not available elsewhere. Gartner is the only research organization of its kind equipped with an Ombudsman's Office designed to protect independence, objectivity and accuracy. This office is organizationally independent from the Gartner Research, Sales, Consulting and Events business units, to help ensure an unbiased evaluation of any claims or concerns.</p>
5	<p>Does your solution provide an account manager throughout the life of the contract? If yes, please explain.</p>	Yes (Y)	<p>Our Account Manager, Ms. Kimberly Pease, will be VITA's single point of contact, monitoring the needs of all Commonwealth entities supported during the life of this contract.</p>

6	<p>Do the duties of your assigned account manager include the following:</p> <p>a) Ensuring assignment of qualified resources that meet the needs of the request?</p> <p>b) Serving as a key point of contact for VITA and other Authorized Users? c)</p> <p>Ensuring a high quality level of service?</p> <p>d) Interfacing as an issue escalation catalyst, resolving problems and proactively? e)</p> <p>Addressing cost savings and optimization opportunities across VITA and all other Authorized users?</p>	<p>Yes (Y)</p>	<p>Our Account Manager Ms. Pease will proactively review priorities and initiatives with Commonwealth seatholders, documenting milestones and helping to maximize value delivered to all users at all levels. On an ongoing basis, Ms. Pease and the Project Team will review initiatives and objectives with Commonwealth entity seatholders, documenting their milestones and priorities within a living document called the Gartner Impact Assessment. This document will enable Gartner to deliver the most effective services with a detailed engagement plan accounting for each Commonwealth seatholder's objectives, timelines, expectations, specific needs and challenges and will map those requirements to the applicable Gartner services. Ms. Pease will act as the single point of contact for VITA and Commonwealth entities utilizing the IT Research and Advisory services contract. She will be responsible for ensuring the highest quality services that include consistent access to Gartner research relevant to the Authorized User's needs, providing Client Partners and Managing Partners as applicable, facilitating analyst inquiries, resolving customer issues and aligning Gartner cost optimization resources as applicable to the Authorized User's subscription level.</p>
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7	<p>Does your Solution provided sales office and account management support to the region of the Commonwealth of Virginia?</p>	<p>Gartner provides dedicated sales office and account management support to the Commonwealth of Virginia. Our Arlington, VA office and remote account managers dispersed throughout the Commonwealth deliver comprehensive support for public entities and higher education institutions statewide . The Gartner dedicated Account Manager for VITA, Ms. Kimberly Pease, is also based in Richmond, VA and will be fully available to support VITA in onsite sessions. Gartner account management involves more than just facilitating research. Ms. Pease will work proactively to understand each individual client under the VITA contract and create business plans that align the client's current challenges and most critical initiatives with Gartner services. She will ensure that users are up-to-date on how to use the Gartner Research Database and a current understanding of the full suite of Gartner services. Ms. Pease and VITA's Client Partner will also operate as an advisor to Gartner for IT Leaders license holders, including onsite visits and extensive collaboration with clients while defining a value plan for Gartner services.</p> <p>Ms. Pease will use regular reporting to monitor individual usage and proactively help identify and align appropriate Gartner resources to VITA client needs, thereby demonstrating a clear ROI. This includes identifying research and analysts for busy users.</p> <p>Ms. Pease and the VITA account team will periodically conduct status meetings and reviews to ensure VITA's needs are being met, including:</p> <p><input type="checkbox"/> Service Kick-Off — Gartner will conduct a service kick-off with stakeholders 30 days after contract award. This session will provide an overview of the program deliverables, reconfirms the client's corporate objectives related to the service and builds an engagement plan to help the client start interfacing with Gartner resources.</p> <p><input type="checkbox"/> Monthly Status Calls — One-hour pre-scheduled update calls to discuss utilization of inquiry, research requests and fulfillment, per the terms of our agreement. Ms. Pease attend this meeting to assist in facilitating inquiry or research requests on a proactive basis.</p> <p><input type="checkbox"/> Quarterly Relationship Reviews — Gartner provides a formal value review — one hour, each quarter, conducted on-site at the VITA client's location by Ms. Pease. These reviews allow Gartner to monitor the ongoing Gartner/client relationship while identifying additional opportunities to extract the most value based on the client's requirements. The Gartner Impact Assessment will be utilized as the tool for communicating how the client received value from Gartner services during the previous period and sets an engagement plan to help facilitate the client's effective utilization of Gartner resources.</p>
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Yes
(Y)

8	<p>Does your Solution include user/vendor communications including site visits to ensure user is able to use product effectively? If yes, please explain.</p>	<p>Yes (Y)</p>	<p>Gartner proactively communicates with our clients to ensure they directly leverage our more than 1,900 dedicated Research analysts, who are available for unlimited discussions, meetings and document reviews for Advisor-level clients. This includes the quarterly, hour-long relationship reviews conducted onsite by Ms. Pease. Quarterly reviews will allow Gartner to provide industry observations and discuss additional opportunities for clients to help extract the most value out of their subscription based on their own requirements and priorities. Depending on the Commonwealth Authorized User's subscription, Gartner will provide a dedicated Service Delivery team that customizes engagement plans, on-site meetings, research and analyst services, events and tools to maximize the value of the service by aligning activities to the user's unique requirements. The Service Delivery Team individualizes each member's experience by gaining an understanding of individual and organizational key initiatives and challenges and developing a plan for service delivery based on corporate objectives and milestone the member identifies. The Service Delivery Team and the member use the plan to prioritize support, define success criteria and ensure mission value and impact. Depending on the Commonwealth Authorized User's subscription, Gartner will also align Executive Partners or Leadership Partners to provide expert insights into the user's goals and priorities. Gartner Executive Partners and Leadership Partners also work directly with our clients as executive experts, a single source of Gartner knowledge and insight focused on executive-level challenges. These partners act as a confidential sounding board and accessible advisor. Under the VITA contract, Commonwealth entities will also have access to custom engagement support provided by Gartner Managing Partner consultants. The role of Gartner Consulting is to assist in the application of research and research-based advisory services. Gartner consultants collaborate with Gartner Research and participate in research communities. They are the most expert resource for applying proprietary Gartner Research toolkits and the advice of Gartner analysts, ensuring delivery against the latest Gartner Research-identified trends, and pulling in the expertise of senior Gartner analysts as needed into Consulting engagements. Gartner conducts 3,200 custom engagements that involve applying Gartner research and knowledge and turning it into action. Unlike any other IT research firms, Gartner has large dedicated consulting organization of over 800 consultants worldwide and over 300 in North America that routinely provide long-term onsite support for complex projects.</p>
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9	<p>Does your Solution include the use of surveys to gage user satisfaction? If yes, please explain.</p>	<p>Yes (Y)</p> <p>Gartner provides clients with the opportunity to rate the quality of individual research documents and analyst inquiries on a scale of one (1.0) to five (5.0). Clients can rate research documents directly through the My Gartner portal, and can view the “average rating” for each document. After completing an analyst inquiry or SAS engagement, clients receive an email from Gartner prompting them to answer the question “How Valuable Was This Interaction?” on a scale of one (Not Valuable) to five (Extremely Valuable). The client will also have the ability to send comments to describe why they selected a certain score.</p> <p>When a client submits a low score our Account Manager, Ms. Kimberly Pease, will contact them (usually within 24 hours) to figure out what can be done to find more value. In the vast majority of situations, the client simply needs another call scheduled due to an analyst mismatch, not enough time on the call, or for additional questions.</p> <p>Gartner compiles and analyzes scores and comments by client, analyst, topic, region, and other categories to ensure we are delivering value to clients in as many areas as possible. This rating system allows Gartner to monitor trends in client satisfaction, identify problem areas and take proactive steps to address them.</p> <p>As an example, a recent Gartner public sector CIO client had an objective to restructure his IT organization to be better aligned with present mission requirements and future IT service delivery, with a focus on effectiveness and efficiency. A Gartner analyst conducted an inquiry with the CIO relevant to this objective, with the CIO later submitting a value rating of “5.0” and expressing his opinion that the analyst inquiry was “excellent” and had provided the CIO with validation of his reorganization design and structure.</p>
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10	<p>Does your Solution have a tactical (<i>getting things done</i>) or a strategic (<i>planning for trends</i>) philosophy that is likely to impact users in the Commonwealth? If yes, please describe your Solution's philosophy relative to this direction.</p>	<p>Yes (Y)</p>	<p>Gartner provides subscription options within both the tactical and strategic research philosophies. Gartner provides license holders with a commercially available online research database that provides quick, customized insight into current and evolving IT trends within both philosophies. The depth and breadth of Gartner's research offering, including 135,793 documents within an unparalleled 1,372 topics and trends, demonstrates Gartner's full view of the entire IT industry. This ranges from the CIO's corporate objectives to implementation guidance for the IT practitioner. Gartner has specific product lines to address both tactical and strategic philosophies, with our recent acquisition of CEB exponentially increasing our ability to provide tactical guidance with member-driven best practices and decision support content. From a strategic perspective, Gartner Executive Programs (ExP) services provide CIOs and other senior IT executives with insight, advice and actionable recommendations that maximize the mission impact of IT services and help members become more successful in their roles. Strategically oriented research documents empower CIOs and senior IT executives to plan for the future based on authoritative information that will help them better execute against their mission. This research delivers a perspective that supports a CIO's efforts to drive strategic change and better position the enterprise to respond to evolving challenges.</p> <p>Commonwealth entities will also require methodologies and practices targeted at technical and implementation levels, including technical planners, designers, architects and engineers. Gartner for Technical Professionals focuses on providing tactical insights to those tasked with the execution of an initiative. Gartner is the only IT research and advisory firm that offers subscription-based services dedicated to practitioner-level personnel. We are the only service that provides IT architectural decision-support tools, like the Reference Architecture tool. No other research and advisory firm provides a subscription service that provides research dedicated to the implementation of strategies.</p> <p>Please see Section 7.0 Appendices for further detail about how Gartner research services are aligned based on client organizational role.</p>
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11	Can you describe how your Solution's IT Advisory research is authored?	Yes (Y)	<p>Gartner research is 100% original and authored by our analysts. The Gartner business model, which positions us at the heart of technology users, providers and investors, engages all our constituents in the process for setting our research agenda.</p> <p>Our research is influenced by 380,000 annual one-to-one interactions with clients in 11,000+ distinct organizations, as well as 23,000 annual Vendor Briefings, which help expose trends and highlight new issues to be included in published research. Search statistics and Web page views on the 135,793 documents on gartner.com further inform our agenda. Focus group and survey results help us refine the research agenda, such as the responses to our annual CIO Agenda Survey from 2,944 CIOs from 93 countries in every major industry sector and level of government. Personal interactions at events provide additional insight, which feeds into our quarterly review and recalibration processes.</p> <p>Additionally, user councils and advisory boards, designed to gather critical feedback about our ongoing research, meet regularly with representatives of all our constituent groups worldwide.</p> <p>We ensure that all of our senior experts within Gartner provide input on our research agenda. Associates from other Gartner business units, such as Executive Partners and Client Managers from Executive Programs, contribute insight into the client implementation strategies they see occurring in the field. Gartner product managers share the market analysis they conduct to support the development of new research offerings. Gartner sales executives share the challenges their clients are facing.</p> <p>We also track trends and gather ideas from secondary research and multiple sources throughout industry and academia. While all of the above sources drive our agenda decisions, there are instances when formal agenda managers recommend that we explore a picture that is larger or more significant than what is revealed from our standard data collection process.</p> <p>The Gartner agenda process is designed for change. For example, analysts constantly test their models, resulting in new ideas or ways of looking at things. Unforeseen market events, management announcements from key users or providers, or merger and acquisition activities can also trigger adjustments to the agenda.</p>
12	Do your Solution's analysts write your research? If yes, please explain.	Yes (Y)	<p>The Gartner team of global, experienced Research analysts are dedicated solely to writing our research and contextualizing it for our clients. Unlike our competitors, Gartner Research is 100% original — it is created by our own dedicated team of Research analysts, does not include any syndicated or third-party research, and provides a compilation of research and value not available elsewhere. Analysts create Gartner insights by drawing from a fact base including our 380,000 annual one-to-one client interactions, 21,000+ annual vendor briefings, and support of clients across 11,000+ distinct organizations in 110+ countries.</p>

13	Does your Solution hire outsourced information providers? If yes, please explain.	No (N)	<p>Unlike our competitors, Gartner Research is 100% original — it is created by our own dedicated team of Research analysts, does not include any syndicated or third-party research, and provides a compilation of research and value not available elsewhere. Gartner does not explicitly contract with third party information providers, but certain subscription levels gain access to additional objective content.</p> <p>Each year, Gartner publishes the U.S. Mercer/Gartner Information Technology Compensation Survey where we analyze and provide U.S.-national level compensation data for 354 IT positions in partnership with Mercer. The U.S. national level results contained in this report are available exclusively to Gartner Executive Programs members. We publish documents using this data throughout the year.</p> <p>As part of their subscription, Industry Advisory Services members also gain access to Harvard Business Review content. These are specially selected documents that leverage Harvard business expertise within key industries, including Banking and Investment Services; Energy, Utilities and Communications Service Providers; Insurance; Advanced Manufacturing; Retail; Government; Healthcare; and Education.</p>
14	Does your Solution include any research that has been written by your clients? If yes, please explain.	No (N)	<p>The Gartner offering does not contain any client-authored research, this would violate Gartner's rigorous standards for safeguarding the independence and objectivity of our research. Gartner Research is 100% original — it is created by our own dedicated team of Research analysts, does not include any syndicated or third-party research, and provides a compilation of research and value not available elsewhere. Clients do have access to message boards and can share their materials through our private online peer networking portal. Within Gartner Peer Connect, a private online peer community free from IT vendor or marketer participation, applicable subscription holders have access to the Community Knowledge Base. This feature provides a collection of community created content, such as the Internal Associate Knowledge Base of curated articles, crowdsourced strategies for tackling challenges, member-submitted templates and real-world case study insights.</p>

15	<p>Can you describe your Solution's method(s) regarding how your research is produced? If yes, please explain.</p>	<p>Gartner invests in research processes and proprietary methodologies to cut through information overload, decipher multiple viewpoints and develop insights that allow our clients to perceive their business landscape more clearly. They get the information they need, in the context necessary to make both large-scale and everyday decisions with confidence. With 1,900+ analysts worldwide, we are able to study every aspect of technology, from silicon to services to management. Our size and scope combined with our rigorous research processes make us the global leader in technology-related research and advice. No other research or consulting firm can offer insight that is as accurate, impartial, objective and trust-worthy.</p> <p>The five-step Gartner research process turns complex information into actionable advice:</p> <ol style="list-style-type: none"> 1. Step One — Refining scenarios: What revolutions or major discontinuities in IT will take place over the next five to 10 years? What kind of impact will they have on current and future processes and investments? Questions like these drive our research objectives. And because we're independent and not tied to any predetermined outcome, we set objectives that explore tough situations or outcomes that people may not want to hear. Research objectives are updated as the industry evolves through technology advances, industry consolidation and changing business models. 2. Step Two — Conducting comprehensive surveys: Once an objective is set, analysts gather information through formal and informal surveys of IT users, technology providers and investors, business professionals, academicians and other researchers. For example, analysts survey technology users' investment and budget plans, and consult financial reports and government macroeconomic studies. Ideas are then brainstormed within Gartner research communities. 3. Step Three — Analyzing the emergence of patterns: Often the events that are flashy or cause the biggest reactions get disproportionate attention from technology providers or the media. Or they drive conclusions that are based on a short-term event that doesn't have staying power. Our analysts aren't distracted by blips on the radar, no matter how large they are, without doing additional homework. By analyzing lots of data from lots of sources, Gartner can begin to see valid patterns emerging within markets. Assumptions are modified, new revelations are sparked, and scenarios are updated. 4. Step Four — Creating the Stalking Horse: After analyzing data, information and opinions, analysts ask the question: "What position should Gartner take?" But the information gathering doesn't end here; it's really just begun. A "stalking horse" is a position released into the analyst community to be examined from divergent viewpoints, adjusted, tested and adjusted again, until it appears to be the strongest conclusion to offer clients. In creating a stalking horse, we initiate challenges, questions, more debate and achieve greater understanding. 5. Step Five — Validation: The final step validates our findings against multiple sources (both internal and external). We do a final search for input from all available channels. This is coupled with intense internal debate over our conclusions. Consensus on the position is reached, or the position is discarded. Updating our research is an ongoing process because our research architecture demands it. Validation restarts the process to ensure that we keep pace with the rapid rate of change in the business and IT environments.
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**Yes
(Y)**

IT Research and Advisory Services			
#	Specification	A	B
1	Can you explain your Solution's IT Research and Advisory services model? If yes, please explain.	Yes (Y)	<p>Gartner offers targeted tiered membership options for every level of the IT organization, to deliver the specific services and information required for each role. These offerings are detailed in our price list. Our products are complementary and flexible, providing the ideal set of solutions for each organization. We offer licenses for both individual subscriptions and team solutions. Usage policies constitute a baseline license that is applicable to users who have purchased a Gartner services subscription.</p> <p>Within Section 7.0 Appendices, Gartner has included a graphical depiction of Gartner tiered subscription offerings aligned to the needs and roles of the Client organization.</p>
2	Does your Solution provide vendor-independent research and analysis? If yes, please explain.	Yes (Y)	<p>Gartner provides completely vendor-independent research and analysis. Client trust in Gartner's rigorous standards to safeguard independence and objectivity is the basis of our business. As the world's foremost authority where business meets technology, we provide insight based on the facts as our analysts see them, without unfair or undue influence. Gartner is the only research organization of its kind equipped with an Ombudsman's Office designed to protect independence, objectivity and accuracy. This office is organizationally independent from the Gartner Research, Sales, Consulting and Events business units, to help ensure an unbiased evaluation of any claims or concerns. This commitment to ethics is one of the ways we establish trust across the entire community of technology users, providers and investors.</p> <p>The Gartner Office of the Ombudsman is responsible for:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Building on Gartner's market-leading position for integrity, editorial independence and objectivity by being responsive to end-user and technology provider client and non-client issues, as well as internal compliance issues <input type="checkbox"/> Evaluating Gartner deliverables for balance and objectivity, as well as adherence to methodologies and standards <input type="checkbox"/> Actively soliciting commentary about Gartner objectivity directly from clients, non-clients and internal associates, documenting our responses, and recommending process and policy improvements where applicable <input type="checkbox"/> Delivering greater visibility into Gartner research processes and methodologies, resulting in increased understanding and confidence

3	Does your company refuse to accept payment for endorsement of technology products and services from other suppliers and manufactures? If yes, please explain.	Yes (Y)	Gartner has never accepted payment from suppliers and manufacturers for endorsing their technology products and services. Gartner is not obligated to any external agenda or influenced by any third party. Gartner is the only research organization of its kind equipped with an Ombudsman's office to ensure that our research is objective, independent and meets our exacting quality standards. The Wall Street Journal, The Economist and The Financial Times, along with more than 30 other leading business publications worldwide, consider Gartner a trusted, independent source, quoting us an average of 70 times every week.
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4	Can you provide a list of current and archived research on IT topics listed below, but not limited to; cloud services, enterprise architecture, process management, staff augmentation, hardware asset management, network security, disaster recovery, web services, applications development, IT contract negotiations, network cabling, LAN and WAN data networking, database design, wireless systems, voice, video and radio communications?	Yes (Y)	<p>The collective Gartner Research Database holds 135,793 documents, including 5,000+ new documents annually — far more than any competitor. This volume demonstrates Gartner's full view of the entire IT industry — from the needs of the end user through the goals of technology providers. We cover an unparalleled 1,372 topics and trends, including the topics of key interest to VITA below. In addition to providing the volume of relevant Gartner documents and available analysts, we have also included our largest competitor's total amount of research documents in these categories. This demonstrates the unrivaled depth and breadth of the Gartner solution:</p> <p><u>VITA's Area of Interest</u></p> <p>Key- Gartner Documents (GD) Gartner Analysts (GA) Competitor Documents (CD)</p> <p>Cloud Services 9,163 GD, 66 GA, 1,108 CD</p> <p>Enterprise Architecture 6,099 GD, 53 GA, 1,777 CD</p> <p>Process Management 10,713 GD, 17 GA, 1,252 CD</p> <p>Staff Augmentation 1,105 GD, 2 GA, 169 CD</p> <p>Hardware Asset Management 5,171 GD, 30 GA, 731 CD</p> <p>Network Security 3,587 GD, 21 GA, 379 CD</p> <p>Disaster Recovery 7,066 GD, 20 GA, 642 CD</p> <p>Web Services 10,544 GD, 13 GA, 1,201 CD</p> <p>Applications Development 15,000 GD, 71 GA, 96 CD</p> <p>IT Contract Negotiations 2,084 GD, 24 GA, 117 CD</p> <p>Network Cabling 1,495 GD, 8 GA, 31 CD</p> <p>LAN and WAN Data Networking 4,980 GD, 19 GA, 211 CD</p> <p>Database Design 627 GD, 17 GA, 13 CD</p> <p>Wireless Systems 408 GD, 17 GA, 3 CD</p> <p>Voice, Video and Radio Communications 2,390 GD, 17 GA, 87 CD</p> <p>Within Section 7.0 Appendices, Gartner has also provided 20 sample research titles within each topic area to further demonstrate the depth and breadth of the Gartner research offering directly applicable to VITA topics of interest.</p>
5	Can you provide additional topics (other than the topics listed in question 4) that illustrates the breadth of your company's research coverage? If yes, please describe.	Yes (Y)	<p>In total, Gartner provides research insights and analytical expertise in over 1,300 topics. Within Section 7.0 Appendices, we have included the Gartner Knowledge Map (KMap), a visual representation of the subject areas covered by Gartner research. Employing a hierarchical system of relations, the KMap represents how we classify the vast amount of written material on our website and makes it easily searchable by our clients.</p>

6	Can you provide two research examples that demonstrate the depth and quality of research on a particular topic? <i>(preferred is a topic listed in specification 4)</i> . If yes, please describe.	Yes (Y)	Gartner has provided two published research samples as indicators of the depth and quality of research within the subject of Enterprise Architecture. The two sample research titles are the Magic Quadrant for Enterprise Architecture Tools and the Understand the Eight Core Capabilities of an Enterprise Architecture Tool article. Both titles have been included in the Section 7.0 Appendices.
7	Does your Solution include government-relevant research on IT issues related to the proposed solution including research relevant to government policy setting, best practices and technology selection recommendations? If yes, please describe.	Yes (Y)	Gartner is the only IT research and advisory firm with a true government focus. From our analysts to our research to our delivery, we bring a depth in supporting government clients that cannot be matched. We contextualize Gartner research and specifically help our government clients reduce cost, operate more effectively, mitigate risks and improve business outcomes. Only Gartner has a dedicated team of government analysts who create government-focused research on the most critical topics. Gartner has 15 government-focused analysts in total, who bring specific experience working with all government agencies to 2,000 worldwide Gartner government clients. Our government analysts have an average of 26 years of experience as public-sector IT executives, having led critical and wide-reaching initiatives and programs within during their previous roles. No other IT research and advisory provider offers the support of a public sector analyst team with a dedicated government research agenda.

IT Research and Advisory Service Delivery		
#	Specification	A B
1	Does your Solution allow 24/7/365 web portal access? If yes, please explain.	Yes (Y) The MyGartner web portal allows for 24/7/365 access.
2	Is your Solution's web portal accessible from a standard web browser without any client installations? If yes, please explain and list what browsers are supported.	Yes (Y) The MyGartner user portal is accessible from standard web browsers. To ensure you have the best possible experience, Gartner recommends using the current major release of Google Chrome, Mozilla Firefox, Microsoft Internet Explorer or Apple Safari. Using older browsers may automatically direct the user to a basic HTML version of MyGartner with reduced functionality.
3	Does your Solution's web portal have the capability to streamline access to all relevant research content as necessary by an Authorized User? If yes, please explain.	Yes (Y) MyGartner users have the ability to set preferences within their profile that allow for streamlining and customization in how they view content. Within the "Preferences" section of the user's "My Profile" users can fully customize their topics of interest, which enables Gartner to send the most relevant content to the user's interests, including research, webinars and events. Users have the option to enable Gartner Key Insights previews, which are shorter previews of full research documents. Users have the option of seeing this streamlined view first, with a link to the full research document also provided.
4	Does your Solution allow a user to save past searches of relevant and/or customized content? If yes, please explain.	Yes (Y) Recent search results will appear in the search window of the MyGartner portal. Users can also track research documents they've accessed and events and webinars they've attended in the My Activity tab.
5	Can you describe how your Solution's research findings are delivered and presented? If yes, please explain.	Yes (Y) Gartner delivers research through a variety of reports including best practice research, lessons learned and breaking news alerts, in addition to eight proprietary research methodologies that bring unique value and support for our clients. The objective, current insights gained from these methodologies cannot be matched by any competitor. Within Section 7.0 Appendices, Gartner has included descriptions about eight of our proprietary research methodologies to demonstrate the unmatched quality in the presentation of Gartner research. Methodologies described in the Appendix include Gartner ITScore, Magic Quadrants, IT Market Clocks, Market Forecasts, Market Share Analysis, Vendor Ratings, and Critical Capabilities.
6	Does your Solution provide access to IT analysts by phone on subjects/topics you cover within <u>5 business days</u> of an Authorized User's request? This service would provide answers to brief phone questions regarding a specific issue or topic. If yes, please describe.	Yes (Y) Gartner provides unmetered access to analysts available through phone , Web, email, or through scheduling an in-person analyst inquiry for Advisor-level clients. Gartner Advisor-level clients can request an inquiry at any time. They can ask questions or obtain research about your most pressing issues or areas of interest. Gartner can help through every stage of planning, implementing and managing your technology initiatives. Inquiries can be discussions or written responses, and clients can request multiple inquiries at once. Analyst inquiries are typically completed within five (5) business days.

7	Does your Solution provide unlimited access to on-line research to those who have basic service seats? Please describe.	Yes (Y)	Basic service seats within Gartner Reference and Advisor-level subscriptions receive unmetered access to Gartner research. Within Gartner Team Solutions, we do also offer cost-effective metered research subscriptions aligned to users with specific needs. Role Team Members are given unmetered access to Gartner research within a predefined library of topics aligned to the user's role within their organization. Gartner identifies the topics relevant to the Role Team Member's selected role. Essentials Team Members get metered access to all topics in a shared access folder. Each Essentials Team Member can allocate 20 Gartner research documents to the shared access folder during the subscription term. The Essentials Team Members can also collectively "reverse" a debit from their allocated research total 20 times during their subscription period.
8	Does your Solution enable printer-friendly printing of research documents from your website? Please describe.	Yes (Y)	When accessing a research document on MyGartner, users can click on the gray-blue "Print" icon, which allows for printer-friendly printing from the website.
9	Can your Solution's research documents be downloaded in PDF format? Please explain.	Yes (Y)	When accessing a research document on MyGartner, users can click on the gray-blue "Download" icon, which allows for a full PDF download of the entire research document.
10	Can your Solution's research documents be shared via social media? Please explain.	No (N)	In accordance with the Gartner Usage Policy for all subscriptions, licensed users may not share research documents via social media postings.
11	Can your Solution's research documents be emailed to others licensed and/or unlicensed? Please explain.	Yes (Y)	In accordance with Gartner Usage Guidelines, Gartner research documents can be emailed freely between licensed users. Between unlicensed users, Gartner research may be shared in accordance with Gartner's Usage Policy located at https://www.gartner.com/technology/about/policies/usage_policy.jsp .
12	Does your Solution provide updates via email or on your website? If yes, please provide frequency and description of the updates.	Yes (Y)	MyGartner users have the ability to set preferences within their profile that allow for custom email alerts.

13	<p>Does your Solution provide multiple aids to searching for research including word searching and directory-type searching? If yes, please describe.</p>	<p>Advanced Search functionality is available directly from the MyGartner search box. Examples of aids that enhance search terms and gain more control over results include:</p> <p>Searching for an exact phrase: Using quotation marks around a group of words causes the search engine to search for those words as a phrase.</p> <p>Excluding a word or phrase: Placing a dash before a word or phrase will exclude all results that contain that word or phrase. This is especially useful to restrict results when searching for acronyms that have multiple possible meanings. For example, “MDM” can mean either “master data management” or “mobile device management.” If you were interested in MDM as it relates to master data management, excluding mobile device management would help improve your results.</p> <p>Searching for any of several words: Type “OR” (capitalized) between individual words to search for any but not necessarily all of those words. To search for any of several phrases, use quotation marks around the phrases and type “OR” between them.</p> <p>Searching within results: Adding additional terms to your original query provides the same results as did using the "Search within results" checkbox in the previous version of My Gartner. For example, if your original query is “business intelligence”, and you want to search within the results for the additional query tools, simply execute a new search for the query “business intelligence tools”</p> <p>Searching within document titles: Use the “title:” operator to search only within document titles. You can enclose phrases in quotes to search for the exact phrase within the title. You can also enclose phrases in parentheses to search for titles that match all terms, but not necessarily in the exact order you specified.</p> <p>Searching within document summaries: Use the “summary:” operator to search only within document summaries.</p> <p>Searching for documents by a specific analyst: Use the “author:” operator to display research published by a specific analyst.</p> <p>Searching by date of publication: Use the “date:” operator with the date in “yyyy-mm-dd” format to search for documents published on an exact date. To search for research published before a given date, insert “<” after the colon; to search for research published after a given date, insert “>” after the colon. To search within a date range, use the syntax “date:[yyyy-mm-dd..yyyy-mm-dd]”</p> <p>Excluding archived research: Use the “archive:N” operator to exclude research that has been archived by the Gartner Research team.</p> <p>Combining search operators: For more complex searches, you can combine multiple operators. For example, to see if a query appears in either the title or the summary, search the query for each operator and separate with “OR”</p>
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Yes
(Y)

14	Does your Solution provide Boolean type searching capabilities as part of advanced searching (<i>i.e., includes search using a combination of phrases, clarifying with parentheses, and use of “and,” “or,” and “not” operators.</i>)? If yes, please describe.	Yes (Y)	Please see answer to Question 13 in Tab C of this Appendix E Requirements matrix.
15	Does your Solution provide updates that are specifically tailored to a subscriber's interests and preferences? For example, providing weekly notification by email of new articles on network security at the request of a user. If yes, please describe.	Yes (Y)	Users can update their communication preferences in order to receive relevant content in topics related to their interests, including research, webinars and events. This enables the user to receive notifications and stay current on the latest emerging trends in IT, marketing and supply chain topics. Users can also select recurring communications that include monthly events calendars, monthly invitations to upcoming Gartner webinars, weekly digests of Garner news and blog content, our CIO Weekly Newsletter, Gartner insights, complimentary research, and the Gartner ThinkCast podcast.
16	Does your Solution enable client bookmarking of website library resources? If yes, please describe.	Yes (Y)	When accessing research on MyGartner, users can click a gray-blue “Save to My Library” icon that allows the client to add the document to a personal library. Within the “My Library” section of the client's MyGartner portal, users can create custom folders for sorting and organizing saved research. Additionally, if a member holds a Gartner Team Solution license, as part of their subscription they gain access to a Shared Team Research folder that gives all team members a centralized repository for storing research.
17	Does your Solution provide notifications to Authorized Users when new publications are released? If yes, please describe.	Yes (Y)	MyGartner users have the ability to set preferences within their profile that allow for streamlining and customization in how they view content. Within the “Preferences” section of the user's “My Profile” users can fully customize their topics of interest, which enables Gartner to send the most relevant content to the user's interests, including research, webinars and events. Users can select to receive notifications regarding published research in any combination of available IT, marketing and supply chain.
18	Does your Solution provide regular email or other notifications of IT trends and items of interest customized to an Authorized User's interest? If yes, please explain.	Yes (Y)	Users can update their communication preferences in order to receive relevant content in topics related to their interests, including research, webinars and events. This enables the user to receive notifications and stay current on the latest emerging trends in IT, marketing and supply chain topics. Users can also select recurring communications that include monthly events calendars, monthly invitations to upcoming Gartner webinars, weekly digests of Garner news and blog content, our CIO Weekly Newsletter, Gartner insights, complimentary research, and the Gartner ThinkCast podcast.

19	Does your Solution permit the posting of downloaded research selections on an intranet area for use by a government policy or standards workgroup? If yes, please specify.	No (N)	Posting downloaded research selections on an intranet location is prohibited by Gartner's usage guidelines.
20	Does your Solution have a standard method for retiring publications? If yes, please describe.	Yes (Y)	<p>Our Research agenda is maintained through a rigorous update process to ensure it stays current and in line with our clients' most key initiatives. All research is archived after 18 months unless it is determined to still be relevant and current.</p> <p>The final phase of Gartner's five-step research process involves validating our findings against multiple sources (both internal and external). We do a final search for input from all available channels. This is coupled with intense internal debate over our conclusions. Consensus on the position is reached, or the position is discarded. Updating our research process is an ongoing process because our research architecture demands it. Validation restarts the process to ensure that we keep pace with the rapid rate of change in the business and IT environments.</p>

21	Does your Solution have an established methodology for updating content within the major technology topic areas covered? If yes, please describe.	Yes (Y)	<p>The five-step Gartner research process is our established methodology for turning complex information into actionable advice and consistently updating research content:</p> <ol style="list-style-type: none"> 1. Refining scenarios: What revolutions or major discontinuities in IT will take place over the next five to 10 years? What kind of impact will they have on current and future processes and investments? Questions like these drive our research objectives. And because we're independent and not tied to any predetermined outcome, we set objectives that explore tough situations or outcomes that people may not want to hear. Research objectives are updated as the industry evolves through technology advances, industry consolidation and changing business models. 2. Conducting comprehensive surveys: Once an objective is set, analysts gather information through formal and informal surveys of IT users, technology providers and investors, business professionals, academicians and other researchers. For example, analysts survey technology users' investment and budget plans, and consult financial reports and government macroeconomic studies. Ideas are then brainstormed within Gartner research communities. 3. Analyzing the emergence of patterns: Often the events that are flashy or cause the biggest reactions get disproportionate attention from technology providers or the media. Or they drive conclusions that are based on a short-term event that doesn't have staying power. Our analysts aren't distracted by blips on the radar, no matter how large they are, without doing additional homework. By analyzing lots of data from lots of sources, Gartner can begin to see valid patterns emerging within markets. Assumptions are modified, new revelations are sparked, and scenarios are updated. 4. Creating the Stalking Horse: After analyzing data, information and opinions, analysts ask the question: "What position should Gartner take?" But the information gathering doesn't end here; it's really just begun. A "stalking horse" is a position released into the analyst community to be examined from divergent viewpoints, adjusted, tested and adjusted again, until it appears to be the strongest conclusion to offer clients. In creating a stalking horse, we initiate challenges, questions, more debate and achieve greater understanding. 5. Validation: The final step validates our findings against multiple sources (both internal and external). We do a final search for input from all available channels. This is coupled with intense internal debate over our conclusions. Consensus on the position is reached, or the position is discarded. Updating our research process is an ongoing process because our research architecture demands it. Validation restarts the process to ensure that we keep pace with the rapid rate of change in the business and IT environments.
22	Can you provide two articles or publications which your company offered and made available to your subscribers within the past 12 months.	Yes (Y)	<p>Gartner has provided two published research articles as indicators of the depth and quality of research within the subject of Vendor Management. The two sample research titles are the 2017 Strategic Roadmap for Vendor Management and the ITScore for IT Vendor Management. Both titles have been included in the Section 7.0 Appendices.</p>

23	Does your Solution tailor information to specific audiences using one or several methods (e.g., newsletters, reports, summaries, target audience synopses, etc.) and provide the information on a regular basis? If yes, please describe the audiences addressed, the methods used, and the frequency.	Yes (Y)	<p>Gartner provides dedicated lines of research designed to address specific audiences, such as CIOs, technical practitioners, supply chain leaders, and industry leaders, among others.</p> <p>Gartner Executive Programs (ExP) services provide CIOs and other senior IT executives with insight, advice and actionable recommendations that maximize the mission impact of IT services and help members become more successful in their roles.</p> <p>Gartner for Technical Professionals focuses on providing insight to those tasked with the execution of an initiative. Gartner for Technical Professionals delivers the in-depth technical research needed to deliver outstanding results on the initiatives and projects that support IT strategy.</p> <p>Gartner Industry Advisory Services delivers industry-focused insights at the intersection of business and IT. We provide an objective view of critical industry-specific technologies, expert advice and actionable industry-relevant guidance and strategic context for using horizontal technologies.</p>
24	Does your Solution plan to continue research and analysis efforts in the same areas and produce research and analysis products at the same or greater levels of output in 2012 as in 2011? (Assuming that the topic continues to be relevant.) . If yes, please describe the current and anticipated level of effort.	Yes (Y)	<p>Gartner plans to continue research and analysis efforts at the same or greater levels for the foreseeable future. Gartner's unparalleled Research database holds 135,793 documents, including 5,000+ new documents annually — far more than any competitor. This volume demonstrates Gartner's full view of the entire IT industry — from the needs of the end user through the goals of technology providers.</p> <p>Our recent acquisition of CEB represents the next phase of enhancing Gartner's ability to deliver value to our clients and help them make the right decisions with confidence. The highly complementary acquisition of CEB embodies Gartner's vision to become the world's leading research and advisory company for all major functions within the business enterprise. The addition of CEB insights to Gartner offerings will exponentially increase the multitude of benefits that clients such as VITA can experience by engaging with Gartner resources.</p>
25	Does your Solution provide for an Authorized User's feedback (e.g., survey results) available for review on an ongoing basis? If yes, please provide a sample.	Yes (Y)	<p>Gartner provides clients with an opportunity to rate the quality of individual research documents and analyst inquiries on a scale of one to five. Clients can rate research documents directly through the My Gartner portal, and can view the "average rating" for each document. After completing an analyst inquiry or SAS engagement, clients receive an email from Gartner prompting them to answer the question "How Valuable Was This Interaction?" on a scale of one (Not Valuable) to five (Extremely Valuable). The client will also have the ability to send comments to describe why they selected a certain score. Users also have the option to "opt out" and decline to provide a value rating if they choose to do so.</p> <p>Gartner compiles and analyzes this feedback in our Impact Assessment tool. Within Section 7.0 Appendices, we have included a sample excerpt from a client's Impact Assessment, sanitized of all sensitive data. This demonstrates how Gartner is able to collect client feedback and measure the user's satisfaction with the services provided.</p>

26	<p>Does your company provide continued access to research within a topic area from year to year (<i>with same depth and breadth</i>)? For example, in year one a company provides access to all articles on wireless and in year two, the company divides articles into wireless use and wireless future trends but charges extra for the trend information. Please describe your policies regarding continued access to the same content.</p>	<p>Yes (Y)</p>	<p>Gartner provides continued access to research in accordance with the client's subscription. We do not charge extra for content already available to the client through their subscription. Our Research agenda is consistently maintained through a rigorous update process to ensure it stays current and in line with our clients' most key initiatives. All research is archived after 18 months unless it is determined to still be relevant and current.</p>
27	<p>Does your Solution provide a wide range of service delivery methods? Examples include, printed reports, formal publications, white papers, toll free (<i>800, etc.</i>) telephone access to analysts, RSS feeds, email subscription services, member research preferences notification services, blogs, audio/video presentations, etc. If yes, please explain.</p>	<p>Yes (Y)</p>	<p>Gartner provides formal published research in printed and electronic format and facilitates access to our roster of 1,900 analysts via phone, Web, email or through in-person inquiry. Gartner subscribers have a wealth of mediums at their disposal to consume objective insights, including blogs, podcasts, weekly newsletters, access to webinars and audio programs that can be downloaded to MP3 devices.</p>

28	Does your Solution provide events that are part of the basic research and advisory service <i>(at no additional cost to participants)</i> ? Examples may include webinars, teleconference or conference type events. If yes, please explain.	Yes (Y)	<p>Gartner provides events as part of our basic research and advisory subscriptions. As the world's leading IT conference provider, Gartner delivers a global event experience that delivers new thinking not found anywhere else. Gartner events attract more than 55,000 IT and business executives, including 8,000 CIOs and 1,500 industry-leading technology providers, to more than 65+ events each year in 22 locations. Each of our events draws from comprehensive client feedback and presents our latest research aligned to your organizational role, project or initiative.</p> <p>Gartner Symposium/ITxpo is one of the most influential and strategic IT conferences for CIOs and their leadership teams. Now in its 27th year, Gartner Symposium hosts more than 24,000 attendees each year, including 7,000 CIOs. The Symposium agenda is designed to address the issues and challenges most critical to CIOs and their teams in the areas of technology, leadership and business strategy.</p> <p>Gartner Summit Events align to specific IT and business roles that mirror those of the Gartner research offerings. Over 40 Summits around the globe focus on technology roles, provide in-depth analysis and insight on a variety of key initiatives and hot topics critical to the success of the business.</p> <p>Gartner for Technical Professionals service proposed for VITA include two (2) complimentary tickets for Gartner's Catalyst Conference. This is the must-attend event of the year for IT professionals tasked with developing and executing on a strategy to leverage mobile, cloud and big data to drive operational effectiveness and competitive advantage. Catalyst — as the name implies — is about driving meaningful change in the industry and your organization. The Catalyst Conference delivers value through three-and-a-half days of actionable advice, replicable best practices, peer-to-peer interaction and high-profile guest speakers in an environment specifically designed for practical problem-solving and collaboration.</p> <p>Gartner Webinars are also an effective source of just-in-time learning, available without travel or training expenses. Gartner has hosted 650 Webinars over the past two years. All VITA personnel, including unlicensed users, will have the ability to select from and participate in over 300 Gartner Webinars a year. Our Webinar topics are relevant to VITA and surround IT management, emerging technologies and trends and vendors. After a presentation by a Gartner analyst, VITA participants will be able to ask questions of our subject matter experts. This will provide the VITA with an exceptional professional developmental opportunity and the opportunity to earn continuing education credit (CEU) in select security-focused webinars. Clients receive credits within 3–4 weeks. Gartner will provide monthly updates on the Webinars available for CEUs.</p> <p>Finally, Gartner Local Briefings are complimentary, half-day events hosted locally within specific regions, including the Commonwealth of Virginia. During Local Briefings, Gartner analysts deliver presentations that address the most relevant topics facing users and vendors of IT today. These are additional cost-effective events that add significant value to the Gartner research and advisory offering.</p>
29	Does your Solution provide the required software and telcom connectivity for distance services? For example, do you have teleconferencing capabilities? If yes, please explain.	Yes (Y)	Gartner utilizes Cisco WebEx technology as our teleconferencing and online collaboration provider.

30	Does your Solution offer audio programs that can be listened to on your company's website and/or downloaded to listen to in MP3 format? If yes, please describe.	Yes (Y)	The Gartner Talking Technology Series allows clients to stay current on key issues by providing a monthly executive audio program delivered via MP3 format. Subscribers can download this program to their PC or MP3 devices, which features expert advice on the hottest IT industry topics and how business goals can be achieved with IT. Program segment topics are selected monthly based on more than 200,000 annual inquiries into the Gartner client inquiry line.
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Miscellaneous Services			
#	Specification	A	B
1	Does your Solution provide analysts who have expertise in federal, state and local government settings? If yes, please describe.	Yes (Y)	Gartner additionally offers VITA the benefit of our team of 15 public sector analysts, who are focused on government and education research specifically for our 2,000 government clients worldwide. They have an average of 26 years of experience as public-sector IT executives, and have hands-on experience leading critical and wide-reaching initiatives. Along with producing research specifically on government-related topics, they also are able to contextualize other Gartner research (including research on VITA's key topics of interest) for the government sphere. No other IT research and advisory provider offers the support of a public sector analyst team with a dedicated government research agenda.
2	Does your Solution provide quick turn-around (<i>within 5 business days</i>) reviews of policy, standards, strategic plan, or other information technology documents prepared by state and local government? If yes, please describe.	Yes (Y)	Analyst inquiries, including contract reviews, are typically completed within five (5) days. Gartner analysts are available to provide review of documents of 20 pages or fewer. Our analysts provide more than 20,000 strategy reviews and 5,600 contract reviews per year. Gartner clients gain analyst insight on these documents through a 30-minute review session that results in real value — we find hard-dollar savings in 75% of the contracts we review, and many reviews lead to multimillion-dollar savings. This value-added service is unique to the Gartner offering.

3	<p>Does your Solution include research and advisory services that covers federal, state and local government issues such as:</p> <p>a) Legislative mandates and trends?</p> <p>b) Bureaucratic policies and practices?</p> <p>c) Government methodologies?</p> <p>d) Funding strategies?</p> <p>If yes, please describe.</p>	<p>Yes (Y)</p>	<p>Gartner is the only IT research and advisory firm with a true government focus. From our analysts to our research to our delivery, we bring a depth in government-focused research that cannot be matched. We contextualize Gartner research and specifically help our government clients reduce cost, operate more effectively, mitigate risks and improve business outcomes. Only Gartner has a dedicated team of 15 government analysts who create government-focused research on the most critical topics. We also apply our best practice research to support our clients in implementing federal, state and local government mandates, regulations and issues. Gartner has two analysts dedicated to U.S. Federal government research with one analyst having been a former CIO within the Federal government. Our government analysts have an average of 26 years of experience as public sector IT executives, having led critical and wide-reaching initiatives and programs. Gartner offers VITA a dedicated government delivery team for all levels of Commonwealth agency organizations. For instance, at the Executive level of our subscription services, Gartner can offer government-focused Executive Partners with an average of 32 years of experience to VITA. Twelve of these individuals are former government CIOs, including a former Cabinet Agency CIO and former Cabinet Agency deputy CIO. These experts have real-world experience building and implementing crucial government strategies and can help Commonwealth entities with their most critical decisions. Gartner applies our best practice research to support our clients in implementing OMB mandates and other Federal regulations. We provide partners who contextualize our research into actionable advice to comply with mandates such as FISMA, the Information Quality Act, the Privacy Act, the E-Government Act, FITARA, OMB M-17-22, the DATA Act, the Cybersecurity Executive Order and more. Sample government specific research titles include:</p> <p>Cost Optimization Guidelines for Government CIOs (February 2017) — . This article guides CIOs in making the appropriate trade-offs necessary to achieve cost optimization goals.</p> <p>2017 CIO Agenda: A Government Perspective (February 2017) — Results from 2017 Gartner CIO Survey indicate government CIOs' business and technology priorities are poised to participate in a digital ecosystem of connected service networks</p> <p>2017 CIO Agenda: A K-12 Education Perspective (February 2017) — Results from 2017 Gartner CIO Survey indicate that K-12 CIOs must address challenges on both the administrative and instructional side of the house, requiring digital business perspectives to tackle these challenges.</p> <p>Government (Federal and State) Context: "How Local Government CIOs Can Improve Mobile App Strategies (December 2016) — As part of agency transition to digital government, federal and state government CIOs are expected to deliver user-friendly, high-performing mobile apps akin to their</p>
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4	Does your Solution include value added services such as, but not limited to, collaboration discussion with peers and document reviews? If yes, please explain.	Yes (Y)	<p>Gartner services include both peer discussions and analyst reviews of documents. Gartner offers many different ways for peers to collaborate, including through Gartner Events, various peer forums, local briefings and roundtables, one-on-one facilitated conversations and peer group teleconferences.</p> <p>Peer networking is critical for IT leaders to share best practices, learn about what other similar organizations are doing and avoid possible pitfalls. Gartner Peer Connect is a global community of Gartner clients connecting with each other for decision support on their mission critical priorities, objective vendor advice and more. Only Gartner offers a private online peer community, free from any IT vendor or marketer participation. This means that the advice you receive through this community can be trusted and is not based on salespeople trying to sell you their solution. Peer Connect offers trusted advice, practical insights and unbiased opinions. Over 55,000 Gartner clients participate on Peer Connect. You can search and select people to schedule a private one-on-one discussion. Forums provide the opportunity for user to ask for feedback, and 80% of questions are answered in 48 hours or less.</p> <p>Peer Connect is now accessible through a mobile-friendly website to help users derive even more value from their community membership — busy members can now stay connected anytime, anywhere, on any device.</p> <p>Beyond providing a private forum for asking and answering questions, Peer Connect also includes ready-to-use tools and templates submitted by members, advice and crowd sourced strategies for tackling key initiatives, case studies depicting forward-looking and real world insights from CIOs and IT leaders and finally interactions with leading analysts through expert days.</p> <p>In addition to general inquiries, Gartner analysts are available to provide review of documents of 20 pages or fewer. Our analysts provide more than 20,000 strategy reviews and 5,600 contract reviews per year. Gartner clients gain analyst insight on these documents through a 30-minute review session that results in real value — we find hard-dollar savings in 75% of the contracts we review, and many reviews lead to multimillion-dollar savings.</p> <p>Gartner also provides contract negotiation advice through three indispensable services. We provide Pricing Proposal and Comparative Analysis which allows clients to identify obscure fees and pay for only what they need. We offer Business Terms and Conditions Reviews that help clients find clauses that can lead to unexpected charges, limit usage rights or add risk. Finally, providing Negotiation Strategies to our clients empowers them with effective negotiating strategies to achieve <u>important concessions and real cost savings.</u></p>
5	Does your Solution allow a named user to reassign purchased membership keys to different named users at no additional charge?	Yes (Y)	<p>Within the purchased 12 month subscription period, a user may reassign their membership to a different named user at no additional charge.</p>

Event Services			
#	Specification	A	B
1	Does your Solution offer opportunities for interacting with peers at company sponsored technology events such as conferences, seminars, hosted teleconference meetings, webinars, or similar events? If yes, please provide a description of events and samples of content for 2 of your most popular seminars.	Yes (Y)	<p>Gartner events attract more than 55,000 IT and business executives, including 8,000 CIOs and 1,500 industry-leading technology providers, to more than 65+ events each year in 22 locations. Each of our events draws from comprehensive client feedback and presents our latest research aligned to your organizational role, project or initiative.</p> <p>Gartner events give clients the ability to experience information-packed sessions led by Gartner analysts. These events are important opportunities for professional staff and leadership development and give critical insight on emerging technologies, vendor negotiations and collaboration. This provides significant return on investment and the opportunity to connect with peers. In Section 7.0 Appendices, we have included a copy of our 2017 Symposium agenda and our 2017 Summit for IT Financial, Procurement & Asset Management as samples of content from our two most popular seminars.</p>

2	<p>Does your Solution offer events that would provide peer interaction to a variety of peer groups? If yes, please indicate typical peer group types (e.g., developers, storage personnel, architects, hardware personnel, governance personnel, etc.).</p>	Yes (Y)	<p>Gartner for Enterprise Leader subscribers receive access to role-focused events and peer groups that allow users to interact with enterprise IT leaders, share real-world experience around critical success factors and common pitfalls, validation or development of current approaches, exchange ideas, and understand how peers are aligning technology to business requirements.</p> <p>Gartner Peer Forums are role-specific, member-only meetings held twice per year for one and one-half days focused around member-selected topics. Forum meetings provide a venue for networking and peer exchange and feature member presentations on working solutions and facilitated workshops with Gartner analysts.</p> <p>Gartner Special Interest Groups (SIGs) are discussion groups that are formed on an ad hoc basis to bring together members with a shared interest in a specific topic. Gartner Leadership Partners organize a series of calls to facilitate a group dialogue focused on members' experiences and the issues they face. A successful SIG will address member issues in-depth and provide members with a diverse set of ideas, perspectives and solutions resulting in the development of working peer relationships, actionable steps and best practices, and practical advice and guidance from a member perspective. Resources for each role are aligned based on common themes and expert insights within topics that include Applications, Enterprise Architecture and Technology Innovation, Infrastructure and Operations, Program and Portfolio Management (PPM), Security and Risk Management, Sourcing and Vendor Management, and Data and Analytics</p>
3	<p>Does your Solution provide for complimentary and discounted conference attendance throughout the term of the contract regardless of conference type? If yes, please explain.</p>	Yes (Y)	<p>Gartner research and advisory subscriptions at the Advisor level include complimentary tickets or invitations to Gartner events, such as Symposium, IT Summits, or our Catalyst Conference.</p>

4	Does your Solution offer events/conferences in different regions of the United States? If so, can you provide your 2012 event/conference schedule including locations.	Yes (Y)	Gartner provides the industry's largest selection of IT-focused events within the United States and other global regions. We have included our 2017 and 2018 Events Schedules within Section 7.0 Appendices to demonstrate the selection of events available to Commonwealth entities.
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EXHIBIT B - PRICING

COMMONWEALTH OF VIRGINIA
SCHEDULE OF FEES
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)

Rates are effective from February 1, 2018 to January 31, 2019 except where indicated

RESEARCH AND ADVISORY SERVICES	
IT TEAM PLUS SOLUTIONS	ANNUAL FEE
Executive Programs Leadership Team Plus¹	
Leader	\$92,388
Partner Member	\$76,121
Partner Leader (must purchase Enterprise IT Leadership Team Plus Members)	\$76,121
Delegate Member	\$48,384
Delegate Leader (must purchase IT Leadership Team Plus Members)	\$48,384
Advisor Member	\$36,184
Advisor Leader (must purchase IT Leadership Team Plus Members)	\$36,184
Cross Function	\$26,069
Executive Programs Leadership Team Plus with Industry¹ (one industry)	
Leader	\$100,418
Partner Member	\$84,359
Partner Leader (must purchase Enterprise IT Leadership Team Plus with Industry Members)	\$84,359
Delegate Member	\$55,058
Delegate Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	\$55,058
Advisor Member	\$43,483
Advisor Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	\$43,483
Cross Function	\$29,093
Enterprise IT Leadership Team Plus¹	
Leader	\$64,338
Advisor	\$33,056
Cross Function	\$20,021
Enterprise IT Leadership Team Plus with Industry¹ (one industry)	
Leader	\$71,950
Advisor	\$39,417
Cross Function	\$24,088
Industry Advisory Services Leadership Team Plus¹ (one industry)	
Leader	\$39,417
Advisor	\$39,417
Cross Function	\$24,088

EXHIBIT B - PRICING

IT Leadership Team Plus 1	
Leader	\$33,056
Advisor	\$33,056
Cross Function	\$20,021
IT TEAM SOLUTIONS RESEARCH SERVICES	ANNUAL FEE
Executive Programs Leadership Team²	
Leader	\$81,425
Partner Member	\$63,634
Partner Leader (must purchase Enterprise IT Leadership Team Members)	\$63,634
Delegate Member	\$43,075
Delegate Leader (must purchase IT Leadership Team Members)	\$43,075
Advisor Member	\$31,694
Advisor Leader (must purchase IT Leadership Team Members)	\$31,694
Cross Function	\$22,096
Role	\$15,408
Essentials - Limited Availability⁴	\$8,587
Executive Programs Leadership Team with Industry² (one industry)	
Leader	\$92,180
Partner Member	\$77,373
Partner Leader (must purchase Enterprise IT Leadership Team with Industry Members)	\$77,373
Delegate Member	\$50,470
Delegate Leader (must purchase Industry Advisory Services Leadership Team Members)	\$50,470
Advisor Member	\$39,938
Advisor Leader (must purchase Industry Advisory Services Leadership Team Members)	\$39,938
Cross Function	\$26,695
Role	\$18,874
Essentials - Limited Availability⁴	\$8,864
Enterprise IT Leadership Team²	
Leader	\$56,995
Advisor	\$28,850
Cross Function	\$17,007
Role	\$10,645
Essentials	\$8,587
Enterprise IT Leadership Team with Industry² (one industry)	
Leader	\$66,007
Advisor	\$36,184
Cross Function	\$22,107
Role	\$12,722
Essentials	\$8,864
Industry Advisory Services Leadership Team² - (one industry)	
Leader	\$36,184

EXHIBIT B - PRICING

Advisor	\$36,184
Cross Function	\$22,107
Role	\$12,722
Essentials	\$8,864
IT Leadership Team²	
Leader	\$28,850
Advisor	\$28,850
Cross Function	\$17,007
Role	\$10,645
Essentials	\$8,587
Gartner for Marketing Leaders Team² - Limited Availability⁴	
Leader	\$38,582
Advisor	\$38,582
Reference	\$13,556
IT INDIVIDUAL SOLUTIONS RESEARCH SERVICES ANNUAL FEE	
Executive Programs Individual Solutions	
Member single user	\$89,891
Member multi-user	\$79,773
Member Basic single user	\$61,257
Member Basic multi-user	\$54,828
Two Additional Meetings Add-on - Limited Availability ⁴	\$16,017
Executive Programs Individual Solutions with Industry - (one industry)	
Member single user	\$100,522
Member multi-user	\$90,303
Member Basic single user	\$71,012
Member Basic multi-user	\$64,443
Two Additional Meetings Add-on - Limited Availability ⁴	\$16,685
Enterprise IT Leaders	
Member single user	\$68,549
Member multi-user	\$56,995
Two Onsite Meetings Add-on - Limited Availability ⁴	\$16,017
Industry Advisory Services Add-on to Enterprise IT Leaders	\$10,637
Industry Advisory Services - (one industry)	
Advisor single user	\$46,716
Advisor multi-user	\$36,184
Reference single user	\$31,492
Reference multi-user	\$21,481
Gartner for IT Leaders	

EXHIBIT B - PRICING

Advisor single user	\$38,200
Advisor multi-user	\$28,850
Reference single user	\$25,667
Reference multi-user	\$16,309
Gartner for Marketing Leaders - Limited Availability⁴	
Advisor single-user	\$46,299
Advisor multi-user	\$38,582
Gartner Core Connect	
Advisor single user	\$35,006
Advisor multi-user	\$25,591
Reference single user	\$22,480
Reference multi-user	\$12,988
IT News and Insight	
IT News and Insights - per seat	\$647
MULTI-USER IT RESEARCH SERVICES	ANNUAL FEE
Gartner for Technical Professionals⁵	
Technical Professionals Advisor Department	\$111,688
Technical Professionals Reference Department	\$75,238
Gartner for Technical Professionals Advisor Team⁵ - Limited Availability⁴	\$55,579
Gartner for Technical Professionals SMB^{5, 6} - Limited Availability⁴	
Technical Professionals Advisor SMB	\$59,125
Technical Professionals Reference SMB	\$39,312
Gartner for IT Associates⁵	
Gartner for IT Associates 100 documents - Limited Availability ⁴	\$24,088
GARTNER FOR BUSINESS SERVICES	ANNUAL FEE
Gartner for Finance Leaders Individual Access Advisor single-user	\$40,876
Gartner for Finance Leaders Team³	
Leader	\$30,449
Advisor	\$30,449
Reference	\$13,661
Gartner for Human Resources Leaders Individual Access Advisor single-user	\$40,876
Gartner for Human Resources Leaders Team³	
Leader	\$30,449
Advisor	\$30,449
Reference	\$16,893

EXHIBIT B - PRICING

Gartner for Sales Leaders Individual Access Advisor single-user	\$40,876
Gartner for Sales Leaders Team³	
Leader	\$33,160
Advisor	\$33,160
Reference	\$13,661
Gartner for Law and Compliance Individual Access Advisor single-user	\$34,933
Gartner for Law and Compliance Team³	
Leader	\$26,382
Advisor	\$26,382
Reference	\$10,532
OTHER SERVICES	UNIT PRICE
Strategic Advisory Services	
Client - Remote Advisory Engagement	\$7,821
Client - Internal Use of Analyst Time	\$15,850
Events⁷ (price per ticket) - 2018 ticket pricing expires December 31, 2018	
2018 Symposium	\$4,615
2018 Summit (BI, Data Center, Security, Apps)	\$3,181
2018 Summit (excludes BI, Data Center, Security, and Apps)	\$2,660
2019 Symposium	TBD
2019 Summit (BI, Data Center, Security, or Apps)	TBD
2019 Summit (excludes BI, Data Center, Security, and Apps)	TBD
LEGACY AND RENEWAL ONLY RESEARCH SERVICES⁸	ANNUAL FEE
IT Executives Portfolio - Renewal Only⁸	
IT Executives CIO Signature	\$101,485
IT Executives CIO single user	\$91,776
IT Executives CIO multi-user	\$81,425
IT Executives CIO Essentials single user	\$61,257
IT Executives CIO Essentials multi-user	\$54,828
Delegate Add-on for CIO Signature - Limited Availability ⁴	\$43,087
Two Additional Meetings Add-on - Limited Availability ⁴	\$16,017
Industry Advisory Services Advisor Add-on to IT Executives ⁵	\$10,637
RESEARCH SERVICES FOR NON-PROFIT HIGHER EDUCATION UNIVERSITY OR COLLEGE ONLY⁹	ANNUAL FEE
Core IT Research for Higher Education (per student campus)	
Core IT Research for Higher Education Campus Reference for a college or university with 1 to 4,999 Student FTE	\$25,027
Core IT Research for Higher Education Campus Reference for a college or university with 5,000 to 9,999 Student FTE	\$50,053
Core IT Research for Higher Education Campus Reference for a college or university with 10,000 to 24,999 Student FTE	\$75,079

EXHIBIT B - PRICING

Core IT Research for Higher Education Campus Reference for a college or university with 25,000+ Student FTE	\$100,105
Core IT Research for Higher Education Campus Reference for a community college	\$25,027
Technical Professionals for Higher Education⁵ (per student campus)	
Technical Professionals Advisor for IT Staff only of a college or university	\$59,125
Technical Professionals Reference for IT Staff only of a college or university	\$39,312

“Single user” and “single member” applies to a buying center that has one individual license; “multi-user” and “multimember” 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.

¹ Team Plus licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Plus Members coterminous with the Leader license. An Executive Programs Leadership Team Plus with one Team Plus Leader and less than three (3) Team Plus Members is permissible so long as one of the Team Plus Members is a Delegate or Partner. Team Plus with Industry Advisory Services pricing is for one industry and all licenses in a Team Plus with Industry Advisory Services must purchase access to the same industry. All licenses in a Team Plus solution, including subteam members, must be “Team Plus” type licenses. Team Plus licenses may not be part of a Team solution (non-Plus type of Team).

² Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. An Executive Programs Leadership Team with one Team Leader and less than three (3) Team Members is permissible so long as one of the Team Members is a Delegate or Partner. Executive Programs Leadership Team Essentials is limited to select markets and may only consist of one (1) Team Leader and up to ten (10) Team Essentials Members per Team (other Team Member types are not permitted); contact your Account Executive for availability in your area. Team with Industry Advisory Services pricing is for one industry and all licenses in a Team with Industry Advisory Services must purchase access to the same industry. All licenses in a Team solution, including subteam members, must be “Team” type licenses and cannot include “Team Plus” licenses.

³ Gartner for Business Leaders Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. A Gartner for Business Leaders Sales Team or Gartner for Business Leaders Law and Compliance Team with one Team Leader and two Team Members is permissible. All licenses in a Team must be of the same business domain; for example, a Gartner for Business Leaders Sales Team may only consist of Gartner for Business Leaders Sales Team licenses.

⁴ Limited availability and/or eligibility requirements apply. Please check with your Gartner Sales representative before ordering.

⁵ Purchasing prerequisite and/or eligibility requirements applies. Check with Sales representatives before purchasing.

⁶ Gartner for Technical Professionals SMB is available only to eligible small and medium size agencies with 4,000 or less employees. Please check with Sales representatives before purchasing.

⁷ Ticket prices apply to orders received by December 31st of the Event year indicated. For example, 2018 Symposium ticket price applies to orders received on or before December 31, 2018. 2019 ticket prices

EXHIBIT B - PRICING

have not be released; please check with account representatives for pricing at the time of purchase for 2019 ticket pricing.

⁸ **Renewal only** services are available to eligible license holders who purchased the service listed on or before the date specified below and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering.

IT Executives: purchased on or before September 1, 2015 *

Burton Classic IT1: purchased on or before January 01, 2013

* Industry Advisory Services Add-on IT Executives must be coterminous with the base IT Executives license and requires the purchase of the same Industry Add-on license for each user within the IT Executives license (CIO Signature must purchase for the Member and each Delegate).

** Aggregate Core Reference and Advisor Seats at the Agency/Bureau/Operating Unit level only — on a single Purchase Order — to determine price per seat. Renewal of existing Core Research licenses are permitted at the same seat quantity price level purchased as of January 31, 2007 or at a lower quantity price level should the number of licenses purchased is reduced. Additional licenses are priced at the same price level as existing seats and do not qualify to raise the price level to a new or higher seat quantity.

⁹ Higher Education products are only available to eligible public and not-for-profit Higher Education colleges or universities. A Core IT Research Reference for Higher Education license is for one designated, student campus based on the total full-time equivalent (FTE) student enrolment of the college or university, as assessed at the time of purchase. Purchasing prerequisites apply. Check with Sales representatives before purchasing.

Rates are effective from February 1, 2018 to January 31, 2019 except where indicated

CONSULTING SERVICES	REGULAR HOURLY RATE	Temporary Discounted Hourly Rates Applicable to Orders Dated On or Before 12/31/2018	DAILY RATE
Vice President	\$602	\$517	\$4,130
Senior Director	\$562	\$476	\$3,804
Director	\$505	\$444	\$3,546
Associate Director	\$433	\$376	\$3,004
Senior Consultant	\$347	\$303	\$2,420
Consultant	\$255	\$219	\$1,752
Associate Consultant	\$179	\$157	\$1,252

The rates indicated are a "not-to-exceed" price. Supplier may fill in additional labor descriptions.

Service Descriptions

SERVICE	SERVICE DESCRIPTION URL
IT TEAM PLUS SOLUTIONS	
Executive Programs Leadership Team Plus	
Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_leader.pdf
Partner Member	http://www.gartner.com/it/sd/sd_ep_team_plus_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_partner_leader.pdf
Delegate Member	http://www.gartner.com/it/sd/sd_ep_team_plus_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_delegate_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_ep_team_plus_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_plus_cf.pdf
Executive Programs Leadership Team Plus with Industry (one industry)	
Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_leader.pdf
Partner Member	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_partner_leader.pdf
Delegate Member	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_delegate_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_cf.pdf
Enterprise IT Leadership Team Plus	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_plus_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_plus_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_plus_cf_member.pdf
Enterprise IT Leadership Team Plus with Industry (one industry)	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_cf_member.pdf
Industry Advisory Services Leadership Team Plus (one industry)	
Leader	http://www.gartner.com/it/sd/sd_ias_team_plus_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ias_team_plus_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ias_team_plus_cf_member.pdf
IT Leadership Team Plus	
Leader	http://www.gartner.com/it/sd/sd_itl_team_plus_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_itl_team_plus_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_itl_team_plus_cf_member.pdf

EXHIBIT B - PRICING

IT TEAM SOLUTIONS RESEARCH SERVICES	
Executive Programs Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_ep_team_leader.pdf
Partner Member	http://www.gartner.com/it/sd/sd_ep_team_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_partner_leader.pdf
Delegate Member	http://www.gartner.com/it/sd/sd_ep_team_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_delegate_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_ep_team_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_cf.pdf
Role	http://www.gartner.com/it/sd/sd_ep_team_role.pdf
Essentials	http://www.gartner.com/it/sd/sd_ep_team_essentials.pdf
Executive Programs Leadership Team with Industry (one industry)	
Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_leader.pdf
Partner Member	http://www.gartner.com/it/sd/sd_ep_team_industry_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_partner_leader.pdf
Delegate Member	http://www.gartner.com/it/sd/sd_ep_team_industry_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_delegate_leader.pdf
Advisor Member	http://www.gartner.com/it/sd/sd_ep_team_industry_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_industry_cf.pdf
Role	http://www.gartner.com/it/sd/sd_ep_team_industry_role.pdf
Essentials	
Enterprise IT Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_eitl_team_role_member.pdf
Essentials	http://www.gartner.com/it/sd/sd_eitl_team_essentials_member.pdf
Enterprise IT Leadership Team with Industry (one industry)	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_industry_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_industry_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_industry_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_eitl_team_industry_role_member.pdf
Essentials	http://www.gartner.com/it/sd/sd_eitl_team_industry_essentials_member.pdf
Industry Advisory Services Leadership Team - (one industry)	
Leader	http://www.gartner.com/it/sd/sd_ias_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ias_team_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ias_team_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_ias_team_role_member.pdf

EXHIBIT B - PRICING

Essentials	http://www.gartner.com/it/sd/sd_ias_team_essentials_member.pdf
IT Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_itl_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_itl_team_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_itl_team_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_itl_team_role_member.pdf
Essentials	http://www.gartner.com/it/sd/sd_itl_team_essentials_member.pdf
Gartner for Marketing Leaders Team	
Leader	http://www.gartner.com/it/sd/sd_ml_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ml_team_advisor_member.pdf
Reference	http://www.gartner.com/it/sd/sd_ml_team_reference_member.pdf
IT INDIVIDUAL SOLUTIONS RESEARCH SERVICES ANNUAL FEE	
Executive Programs Individual Solutions	
Member	http://www.gartner.com/it/sd/sd_ep_member.pdf
Member Basic	http://www.gartner.com/it/sd/sd_ep_member_basic.pdf
Two Additional Meetings Add-on	http://sd.gartner.com/sd_ep_2_addl_meetings.pdf
Executive Programs Individual Solutions with Industry - (one industry)	
Member	http://www.gartner.com/it/sd/sd_ep_member_industry.pdf
Member Basic	http://www.gartner.com/it/sd/sd_ep_member_basic_industry.pdf
Two Additional Meetings Add-on	http://sd.gartner.com/sd_ep_2_addl_meetings.pdf
Enterprise IT Leaders	
Member	http://www.gartner.com/it/sd/sd_eitl_indiv.pdf
Industry Advisory Services Add-on to Enterprise IT Leaders	http://www.gartner.com/it/sd/sd_iasg_advisor_eitl.pdf
Two Onsite Meetings Add-on	http://www.gartner.com/it/sd/sd_eitl_2_onsite_meetings_addon.pdf
Industry Advisory Services - (one industry)	
Advisor	http://www.gartner.com/it/sd/sd_iasg_individual_advisor.pdf
Reference	http://www.gartner.com/it/sd/sd_iasg_reference.pdf
Gartner for IT Leaders	
Advisor	http://www.gartner.com/it/sd/sd_itl_individual_advisor.pdf
Reference	http://www.gartner.com/it/sd/sd_itl_reference.pdf
Gartner for Marketing Leaders	
Advisor	http://www.gartner.com/it/sd/sd_ml_indiv_access_advisor.pdf

EXHIBIT B - PRICING

Gartner Core Connect	
Advisor	http://www.gartner.com/it/sd/sd_core_connect_advisor.pdf
Reference	http://www.gartner.com/it/sd/sd_core_connect_reference.pdf
IT News and Insight	
IT News and Insights	http://www.gartner.com/it/sd/sd_it_news_insight.pdf
MULTI-USER IT RESEARCH SERVICES	
Gartner for Technical Professionals (per agency)	
Technical Professionals Advisor Department	http://www.gartner.com/it/sd/sd_techpro_advisor_dept.pdf
Technical Professionals Reference Department	http://www.gartner.com/it/sd/sd_techpro_reference_dept.pdf
Gartner for Technical Professionals Advisor Team	
Technical Professionals Advisor Team	http://www.gartner.com/it/sd/sd_techpro_advisor_team.pdf
Gartner for Technical Professionals SMB (per agency with less than 4000 employees)	
Technical Professionals Advisor SMB	http://www.gartner.com/it/sd/sd_techpro_advisor_smb.pdf
Technical Professionals Reference SMB	http://www.gartner.com/it/sd/sd_techpro_reference_smb.pdf
Gartner for IT Associates	
Gartner for IT Associates 100 documents	http://www.gartner.com/it/sd/sd_it_assoc100.pdf
GARTNER FOR BUSINESS SERVICES	
Gartner for Finance Leaders Individual Access Advisor	http://sd.gartner.com/sd_lid_fl_team_indiv_access_advisor.pdf
Gartner for Finance Leaders Team	
Leader	http://sd.gartner.com/sd_lid_fl_team_leader.pdf
Advisor	http://sd.gartner.com/sd_lid_fl_team_advisor_member.pdf
Reference	http://sd.gartner.com/sd_lid_fl_team_reference_member.pdf
Gartner for Human Resources Leaders Individual Access Advisor single-user	http://sd.gartner.com/sd_lid_hr_team_indiv_access_advisor.pdf
Gartner for Human Resources Leaders Team	
Leader	http://sd.gartner.com/sd_lid_hr_team_leader.pdf
Advisor	http://sd.gartner.com/sd_lid_hr_team_advisor_member.pdf
Reference	http://sd.gartner.com/sd_lid_hr_team_reference_member.pdf

EXHIBIT B - PRICING

Gartner for Sales Leaders Individual Access Advisor	http://sd.gartner.com/sd_lid_sales_team_indiv_access_advisor.pdf
Gartner for Sales Leaders Team	
Leader	http://sd.gartner.com/sd_lid_sales_team_leader.pdf
Advisor	http://sd.gartner.com/sd_lid_sales_team_advisor_member.pdf
Reference	http://sd.gartner.com/sd_lid_sales_team_reference_member.pdf
Gartner for Law and Compliance Individual Access Advisor single-user	http://sd.gartner.com/sd_lid_lc_team_indiv_access_advisor.pdf
Gartner for Law and Compliance Team	
Leader	http://sd.gartner.com/sd_lid_lc_team_leader.pdf
Advisor	http://sd.gartner.com/sd_lid_lc_team_advisor_member.pdf
Reference	http://sd.gartner.com/sd_lid_lc_team_reference_member.pdf
OTHER SERVICES	
Strategic Advisory Services	
Remote Advisory Session	http://www.gartner.com/it/sd/sd_sas_remote.pdf
Internal Advisory Session	http://www.gartner.com/it/sd/sd_sas_internal.pdf
Events	
Symposium Ticket	http://www.gartner.com/it/sd/sd_symp_event_ticket.pdf
Summit Ticket	http://www.gartner.com/it/sd/sd_summit_event_ticket.pdf
LEGACY AND RENEWAL ONLY RESEARCH SERVICES	
IT Executives Portfolio - Renewal Only	
CIO Signature	http://www.gartner.com/it/sd/sd_ite_cio_sig.pdf
CIO	http://www.gartner.com/it/sd/sd_ite_cio.pdf
CIO Essentials	http://www.gartner.com/it/sd/sd_ite_cio_essentials.pdf
Delegate Add-on	http://www.gartner.com/it/sd/sd_ite_cio_sig_addl_delegate_addon.pdf
Two Additional Meetings Add-on	http://sd.gartner.com/sd_ep_2_addl_meetings.pdf
Industry Advisory Services Advisor Add-on to IT Executives (one industry)	http://www.gartner.com/it/sd/sd_iasg_advisor_ite.pdf
NON-PROFIT HIGHER EDUCATION UNIVERSITY OR COLLEGE ONLY	
Core IT Research for Higher Education University/College (per student campus)	
Core IT Research Advisor for Higher Education	http://www.gartner.com/it/sd/sd_core_advisor_he.pdf
Core IT Research for	http://www.gartner.com/it/sd/sd_core_he_campus_access.pdf

EXHIBIT B - PRICING

Higher Education Campus Access	
Technical Professionals for Higher Education (per student campus)	
Technical Professionals for Higher Education Advisor	http://www.gartner.com/it/sd/sd_techpro_advisor_he.pdf
Technical Professionals for Higher Education Reference	http://www.gartner.com/it/sd/sd_techpro_reference_he.pdf

EXHIBIT G: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Printed Name:

Phillip A. Cummings

Organization:

Gartner Inc.

Date:

02 March 2012

EXHIBIT H

Supplier Procurement and Subcontracting Plan

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the contract award date to participate in the SWAM program. Certification applications are available through DSBSD online at <http://www.sbsd.virginia.gov/>.

Offeror Name: Gartner, Inc.

Preparer Name: Phillip Cummings Date: 12/01/2017

Instructions

- A. If you are certified by the DSBSD as a small business or as a micro business, complete only Section A of this form. This shall include DSBSD-certified women, minority, or service-disabled veteran-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form.

Section A

If your firm is certified by the DSBSD, are you certified as a (**check all that apply**):

- ☐ Small Business
- ☐ Small and Women-owned Business
- ☐ Small and Minority-owned Business
- ☐ Small Service Disabled Veteran-owned Business
- ☐ Micro Business
- ☐ Micro Business and Women-owned Business
- ☐ Micro Business and Minority-owned Business
- ☐ Micro Service Disabled Veteran-owned Business

Certification Number: _____

Certification Approval Date: _____

Certification Expiration Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified SWaM businesses and Non-SWaM businesses directly performing the Requirements of this contract. This shall not exclude DSBSD-certified micro businesses or women, minority, or service disabled veteran-owned businesses when they have received the DSBSD small business certification. Include as well businesses which ARE NOT SWaM businesses that will be utilized in directly performing the Requirements of this contract. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

EXHIBIT H

Small Business Name & Address DSBSD Certificate # (Leave certificate number blank if Non-SWaM)	Status if Small Business is also: Women (W), Minority (M) Service-Disabled Veteran (D), Micro Business (O) Non-SWaM (NS)	Contact Person, Telephone & Email	Type of Goods and/or Services
N/A	N/A	N/A	N/A
SWaM Overall Commitment Percentage Please state here the overall commitment percentage for DSBSD-certified SWaM businesses directly performing the Requirements of this Contract: Note: The percentage above ONLY APPLIES to DSBSD-certified SWaM businesses who are directly performing the Requirements of this Contract. Do not include in the percentage any businesses performing the Requirements of this Contract that are non-SWaM businesses.			N/A