



Commonwealth of Virginia
Virginia Information Technologies Agency

IT RESEARCH & ADVISORY SERVICES

Optional Use Contract

Date: March 10, 2016

Contract #: VA-120501-GARG

Authorized User: All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: THE GARTNER GROUP
4501 Fairfax Drive
Arlington, VA 22203

FIN: 04-3099750

Contact Person: Kimberly Pease, Account Executive
Office: 410-320-6176
E-mail: Kimberly.pease@gartner.com

Amy Switch Wilkinson, Client Partner
Office: 239-561-4551
E-Mail: Amy.wilkinson@gartner.com

Delivery: Per Purchase Order

FOB: Destination

Term: May 1, 2016 – April 30, 2017

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Supply Chain Management
Virginia Information Technologies Agency

Jimmy MacKenzie
Phone: 804-416-6247
Email: james.mackenzie@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

March 10, 2016

Kimberly Pease
Gartner Inc.
6401 81st Street
Cabin John, Maryland 20818

Per Section 3.A. ("Term and Termination") of contract VA-120501-GARG, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from May 1, 2016 through April 30, 2017. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

MODIFICATION NO. 4
TO
CONTRACT NO. VA-120501-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER INC.

This Modification No. 4 is an agreement between the Commonwealth of Virginia, herein referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Gartner Inc., herein referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract No. VA-120501-GARG (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

The attached pricing schedule will be the new pricing schedule for the period of February 1, 2015 to January 31, 2016.

These changes are effective immediately.

The foregoing is the complete and final expression of the parties' agreement to modify Contract No. VA-120501-GARG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER INC.

BY: 
NAME: Phillip A. Cummings
TITLE: Director, Government Contracts
DATE: 10 June 2015

COMMONWEALTH OF VIRGINIA

BY: 
NAME: James Mackenzie
TITLE: Strategic Sourcing Specialist
DATE: 06/09/2015

2015 VITA

SCHEDULE OF PRICES

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 in January of each new calendar year and applicable to any renewal of existing services or initiation of new services.

	ANNUAL FEE Effective February 1, 2015 to January 31, 2016
RESEARCH AND ADVISORY SERVICES	
LEGACY CORE RESEARCH - RENEWAL ONLY ⁴	
Legacy Client Core Research Advisor 1-9 seats	22,121
Legacy Client Core Research Advisor 10-24 seats	12,294
Legacy Client Core Research Advisor 25 +	10,493
Legacy Client Core Research Reference 1 seat	13,137
Legacy Client Core Research Reference 2-9 seats	11,815
Legacy Client Core Research Reference 10-24 seats	9,837
Legacy Client Core Research Reference 25 +	6,881
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 1-9 seats	23,214
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 10-24 seats	14,126
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 25+ seats	12,305
Legacy Client Core Research Reference Conversion to Core Connect Reference 1 seat	15,022
Legacy Client Core Research Reference Conversion to Core Connect Reference 2-9 seats	11,815
Legacy Client Core Research Reference Conversion to Core Connect Reference 10-24 seats	11,722
Legacy Client Core Research Reference Conversion to Core Connect Reference 25+ seats	8,734
Core Research Inquiry Access 5 Instances	7,599
CORE CONNECT	
Gartner Core Connect Advisor single-member	31,584
Gartner Core Connect Advisor multi-member	23,214
Gartner Core Connect Reference single-member	20,331
Gartner Core Connect Reference multi-member	11,815
GARTNER FOR IT LEADERS	
Reference single-member	23,225
Reference multi-member	14,793
Advisor single-member	34,509
Advisor multi-member	26,067
GARTNER FOR IT LEADERS WORKGROUP ¹	
Workgroup Cross Function: 1 Leader & 3 Workgroup Members	72,474
Workgroup Cross Function: Workgroup Member Add-on	15,469
Workgroup Role: 1 Leader & 3 Workgroup Members	54,861
Workgroup Role: Workgroup Member Add-on	9,598
Workgroup Essentials: 1 Leader & 3 Workgroup Members	49,209
Workgroup Essentials: Workgroup Member Add-on	7,714
Workgroup: 1 Leader & 3 Workgroup Members - RENEWAL ONLY ⁴	44,211
Workgroup: Workgroup Member Add-on - RENEWAL ONLY ⁴	6,048

	ANNUAL FEE Effective February 1, 2015 to January 31, 2016
RESEARCH AND ADVISORY SERVICES	
INDUSTRY ADVISORY SERVICE	
Reference single-member	29,564
Reference multi-member	20,820
Advisor single member	43,826
Advisor multi member	35,082
Advisor Add-on to IT Executives or Enterprise IT Leaders	10,306
INDUSTRY ADVISORY SERVICE WORKGROUP ¹	
Workgroup Cross Function: 1 Leader & 3 Workgroup Members	96,294
Workgroup Cross Function: Workgroup Member Add-on	20,404
Workgroup Role: 1 Leader & 3 Workgroup Members	71,934
Workgroup Role: Workgroup Member Add-on	12,284
Workgroup Essentials: 1 Leader & 3 Workgroup Members	58,818
Workgroup Essentials: Workgroup Member Add-on	7,912
IT EXECUTIVE PORTFOLIO	
IT Executives CIO Signature	91,681
IT Executives CIO single member	82,905
IT Executives CIO multi-member	73,588
IT Executive Essentials single-member	55,444
IT Executive Essentials multi-member	49,604
IT Executives Delegate Add-on - LIMITED AVAILABILITY ³	38,923
IT Executive Two Onsite Meetings Add-on - LIMITED AVAILABILITY ³	14,532
Leadership Development Add-on to GITL, EITL, or IT Executive RENEWAL ONLY ⁴	21,247
CIO Academy Classic North America for IT Executives Programs Member	TBD
CIO Academy Classic North America	TBD
ENTERPRISE IT LEADERS	
Single-member	61,940
Multi-member	51,519
Two Onsite Meetings Add-on - LIMITED AVAILABILITY ³	14,532
ENTERPRISE IT LEADERS WORKGROUP ¹	
Workgroup Cross Function: 1 Leader & 3 Workgroup Members	97,926
Workgroup Cross Function: Workgroup Member Add-on	15,469
Workgroup Role: 1 Leader & 3 Workgroup Members	80,313
Workgroup Role: Workgroup Member Add-on	9,598
Workgroup Essentials: 1 Leader & 3 Workgroup Members	74,661
Workgroup Essentials: Workgroup Member Add-on	7,714
Workgroup: 1 Leader & 3 Workgroup Members - RENEWAL ONLY ⁴	69,663
Workgroup: Workgroup Member Add-on - RENEWAL ONLY ⁴	6,048
GARTNER FOR IT ASSOCIATES ²	
Gartner for IT Associates 100 documents - LIMITED AVAILABILITY ³	20,508
Gartner for IT Associates 200 documents	41,015
Gartner for IT Associates 300 documents	61,523
Gartner for IT Associates 400 documents	82,031
Gartner for IT Associates 500 documents	102,539
Gartner for IT Associates 500+ documents	Contact Sales Rep

	ANNUAL FEE Effective February 1, 2015 to January 31, 2016
RESEARCH AND ADVISORY SERVICES	
GARTNER FOR TECHNICAL PROFESSIONALS ²	
Department Advisor	100,894
Department Reference	67,998
SMB Advisor for Agency with less than 4,000 Employees - LIMITED AVAILABILITY ^{3,5}	53,507
SMB Reference for Agency with less than 4,000 Employees - LIMITED AVAILABILITY ^{3,5}	35,602
GARTNER FOR TECHNOLOGY PLANNER	
Gartner for Technical Planner	100,894
Gartner for Technical Planner Essentials - 3 modules	85,164
Gartner for Technical Planner Essentials - 2 modules	65,135
Gartner for Technical Planner Essentials - 1 module	40,058
Gartner for Technical Planner SMB ⁵	53,507
Gartner for Technical Planner SMB ⁵ Essentials - 3 modules	45,284
Gartner for Technical Planner SMB ⁵ Essentials - 2 modules	34,665
Gartner for Technical Planner SMB ⁵ Essentials - 1 module	21,236
IT NEWS and INSIGHTS	
IT News and Insights - per seat	583
STRATEGIC ADVISORY SERVICES	
Client - Remote Advisory Engagement	7,183
Client - Internal Use of Analyst Time	14,262
Client - External Speaking Engagement	23,006
EVENTS ⁶	
2015 Symposium Ticket	3,846
2015 Summit Ticket - price varies depending on Summit event type	2,316 to 2,701
2016 Symposium Ticket	TBD
2016 Summit Ticket - price varies depending on Summit event type	TBD
FOR NON-PROFIT HIGHER EDUCATION UNIVERSITY OR COLLEGE ONLY	
Higher Education - Core Research Campus Level Reference <4,999 FTE	22,173
Higher Education - Core Research Campus Level Reference 5,000-9,999 FTE	44,347
Higher Education - Core Research Campus Level Reference 10,000-24,999 FTE	66,520
Higher Education - Core Research Campus Level Reference 25,000+ FTE	88,693
Higher Education - Core Research Campus Level Reference - Community Colleges ONLY	22,173
Higher Education - Gartner for Technical Professional Advisor Campus ²	53,507
Higher Education - Gartner for Technical Professional Reference Campus ²	35,602

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

¹ Each workgroup requires one (1) Workgroup Leader and a minimum of three (3) Workgroup Members. Workgroup Member may be added up to a maximum of ten (10) total Workgroup Members per workgroup. All Workgroup Members in a workgroup must be of the same type.

² Purchasing terms and prerequisite applies. Check with Sales representative.

³ Limited availability and/or eligibility requirements apply. Client must confirm availability with Sales representative before purchasing

⁴ 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.

- Core Research: purchased on or before February 1, 2007 *
- Gartner for IT Leaders Workgroup: purchased on or before August 01, 2011
- Industry Advisory Services Workgroup: purchased on or before August 01, 2011
- Leadership in Development: purchased on or before February 1, 2014
- Enterprise IT Leaders Workgroup: purchased on or before August 01, 2011

* 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.

⁵ Gartner for Technical Professional SMB, Gartner for Technical Planner SMB, and Gartner for Technical Planner Essentials SMB are available only to eligible small and medium size agencies with 4,000 or less employees. Please check with Sales representatives before purchasing.

⁶ Ticket prices apply to orders received in the event year indicated. For example, 2015 Symposium ticket price applies to orders received on or before December 31, 2015. 2016 ticket prices have not been released. Please check with account representatives for the most current ticket pricing before ordering.

	REGULAR HOURLY RATE	Temporary Discounted Hourly Rates	DAILY RATE
	Effective February 1, 2015 to January 31, 2016	Applicable to Orders Dated On or Before 12/31/2015	Effective February 1, 2015 to January 31, 2016
CONSULTING SERVICES			
Vice President	\$ 601	\$ 516	\$ 4,122
Senior Director	\$ 560	\$ 475	\$ 3,789
Director	\$ 504	\$ 443	\$ 3,539
Associate Director	\$ 432	\$ 375	\$ 2,998
Sr. Consultant	\$ 346	\$ 302	\$ 2,415
Consultant	\$ 254	\$ 219	\$ 1,749
Associate Consultant	\$ 178	\$ 157	\$ 1,249

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



COMMONWEALTH of VIRGINIA

Eric R. Link
Interim Chief Information Officer
Email: cio@vita.virginia.gov

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

April 01, 2015

Matt Eisman
Gartner Inc.
6401 81st Street
Cabin John Maryland 20818

Mr. Eisman

Per Section 3.A. ("Term and Termination") of contract VA-120501-GARG, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from May 1, 2015 through April 30, 2016. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION NO. 3
TO
CONTRACT NUMBER VA-120501-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION No. 3 is hereby incorporated into and made an integral part of Contract VA-120501-GARG

The purpose of this Modification is to add the clause(s) and clarifications listed below:

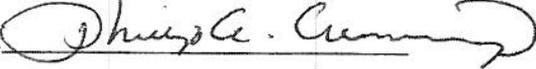
1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 4.
"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspx>
2. Add to the definition of "Statement of Work (SOW)" in Section 4 Subsection B on Contract Page 7.
"If the authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
3. Add to the definition of "RIGHTS TO WORK PRODUCT" in Section 5 on Contract Page 8.
"If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that institution."
4. Add to the definition of "Indemnification" in Section 14 Subsection A on Contract Page 15.
"In the event of settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
5. Add to the definition of "Dispute Resolution" in Section 18 Subsection E on Contract Page 18.
"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-120501-GARG by this Modification No. 3.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER INC.

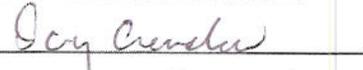
BY: 

NAME: Phillip A. Cummings

TITLE: Director Government Contracts

DATE: 23 July 2014

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Day Crenshaw

TITLE: Veteran Services Manager

DATE: 7/24/14



COMMONWEALTH of VIRGINIA

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

March 21, 2014

Gartner Inc.
6401 81st Street
Cabin John, MD 20818
Contact Person: Phillip A. Cummings

Per Section 3.A. ("Term and Termination") of contract VA-120501-GARG, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/1/14 through 4/30/15. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION #2
TO
CONTRACT NUMBER VA-120501-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Gartner, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-120501-GARG (the Agreement), as modified.

Both parties agree to the following:

The attached pricing schedule will be the new pricing schedule for the period of February 1, 2014 to January 31, 2015.

These changes are effective immediately.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER, INC.

BY: 

NAME: Phillip A. Cummings

TITLE: Director Government Contracts

DATE: 26 February 2014

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Jimmy MacKenzie

TITLE: Sourcing Consultant

DATE: 02-26-2014

2014 VITA

SCHEDULE OF PRICES

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 in January of each new calendar year and applicable to any renewal of existing services or initiation of new services.

The pricing herein includes an IFA fee of 2%, eVA Vendor Supplier Transaction fee of 1%, and eVA Ordering Agency Transaction fee of 1.1%

	ANNUAL FEE Effective February 1, 2014 to January 31, 2015
RESEARCH AND ADVISORY SERVICES	
LEGACY CORE RESEARCH - RENEWAL ONLY ⁴	
Legacy Client Core Research Advisor 1-9 seats	\$ 21,476
Legacy Client Core Research Advisor 10-24 seats	\$ 11,940
Legacy Client Core Research Advisor 25 +	\$ 10,191
Legacy Client Core Research Reference 1 seat	\$ 12,752
Legacy Client Core Research Reference 2-9 seats	\$ 11,472
Legacy Client Core Research Reference 10-24 seats	\$ 9,546
Legacy Client Core Research Reference 25 +	\$ 6,683
Core Research Inquiry Access 5 Instances	\$ 7,391
CORE CONNECT	
Gartner Core Connect Advisor single-member	\$ 30,668
Gartner Core Connect Advisor multi-member	\$ 22,538
Gartner Core Connect Reference single-member	\$ 19,737
Gartner Core Connect Reference multi-member	\$ 11,472
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 1-9 seats	\$ 22,538
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 10-24 seats	\$ 13,710
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 25+ seats	\$ 11,951
Legacy Client Core Research Reference Conversion to Core Connect Reference 1 seat	\$ 14,584
Legacy Client Core Research Reference Conversion to Core Connect Reference 2-9 seats	\$ 11,472
Legacy Client Core Research Reference Conversion to Core Connect Reference 10-24 seats	\$ 11,378
Legacy Client Core Research Reference Conversion to Core Connect Reference 25+ seats	\$ 8,484
GARTNER FOR IT LEADERS (GITL)	
Reference single-member	\$ 22,548
Reference multi-member	\$ 14,366
Advisor single-member	\$ 33,499
Advisor multi-member	\$ 25,307
GARTNER FOR IT LEADERS (GITL) WORKGROUP	
GITL Workgroup Cross Function: 1 Leader & 3 Workgroup Members	\$ 70,373
GITL Workgroup Cross Function: Workgroup Member Add-on	\$ 15,022
GITL Workgroup Role: 1 Leader & 3 Workgroup Members	\$ 53,258
GITL Workgroup Role: Workgroup Member Add-on	\$ 9,317
GITL Workgroup Essentials: 1 Leader & 3 Workgroup Members	\$ 47,762
GITL Workgroup Essentials: Workgroup Member Add-on	\$ 7,485
GITL Workgroup: 1 Leader & 3 Workgroup Members - RENEWAL ONLY ⁴	\$ 42,920
GITL Workgroup: Workgroup Member Add-on - RENEWAL ONLY ⁴	\$ 5,871

	ANNUAL FEE Effective February 1, 2014 to January 31, 2015
RESEARCH AND ADVISORY SERVICES	
INDUSTRY ADVISORY SERVICE (IAS-G)	
IAS-G Reference single-member	\$ 29,564
IAS-G Reference multi-member	\$ 20,820
IAS-G Advisor single member	\$ 43,826
IAS-G Advisor multi member	\$ 35,082
IAS-G Advisor Add-on to IT Executives or Enterprise IT Leaders	\$ 10,306
INDUSTRY ADVISORY SERVICE WORKGROUP (IAS-G)	
IAS-G Advisor Workgroup Cross Function: 1 Leader & 3 Workgroup Members	\$ 94,107
IAS-G Advisor Workgroup Cross Function: Workgroup Member Add-on	\$ 19,675
IAS-G Advisor Workgroup Role: 1 Leader & 3 Workgroup Members	\$ 70,998
IAS-G Advisor Workgroup Role: Workgroup Member Add-on	\$ 11,972
IAS-G Advisor Workgroup Essentials: 1 Leader & 3 Workgroup Members	\$ 58,191
IAS-G Advisor Workgroup Essentials: Workgroup Member Add-on	\$ 7,703
IAS-G Advisor Workgroup: 1 Leader & 3 Workgroup Members - RENEWAL ONLY ⁴	\$ 58,191
IAS-G Advisor Workgroup: Workgroup Member Add-on - RENEWAL ONLY ⁴	\$ 7,703
IT EXECUTIVE PORTFOLIO	
IT Executives CIO Signature	\$ 89,006
IT Executives CIO single member	\$ 80,490
IT Executives CIO multi-member	\$ 71,444
IT Executive Essentials single-member	\$ 53,830
IT Executive Essentials multi-member	\$ 48,157
IT Executives Delegate Add-on ³	\$ 37,788
IT Executive Two Onsite Meetings Add-on ³	\$ 14,106
Leadership Development Add-on to GITL, EITL, or IT Executive - RENEWAL ONLY ⁴	\$ 20,633
CIO Academy Classic North America for IT Executives Programs Member	TBD
CIO Academy Classic North America	TBD
ENTERPRISE IT LEADERS (EITL)	
Single-member	\$ 59,847
Multi-member	\$ 49,781
Two Onsite Meetings Add-on ³	\$ 14,106
ENTERPRISE IT LEADERS (EITL) WORKGROUP	
EITL Workgroup Cross Function: 1 Leader & 3 Workgroup Members	\$ 94,847
EITL Workgroup Cross Function: Workgroup Member Add-on	\$ 15,022
EITL Workgroup Role: 1 Leader & 3 Workgroup Members	\$ 77,732
EITL Workgroup Role: Workgroup Member Add-on	\$ 9,317
EITL Workgroup Essentials: 1 Leader & 3 Workgroup Members	\$ 72,236
EITL Workgroup Essentials: Workgroup Member Add-on	\$ 7,485
EITL Workgroup: 1 Leader & 3 Workgroup Members - RENEWAL ONLY ⁴	\$ 67,394
EITL Workgroup: Workgroup Member Add-on - RENEWAL ONLY ⁴	\$ 5,871
GARTNER FOR IT ASSOCIATES ²	
Gartner for IT Associates 100 documents - LIMITED AVAILABILITY ³	\$ 19,571
Gartner for IT Associates 200 documents	\$ 39,142
Gartner for IT Associates 300 documents	\$ 58,712
Gartner for IT Associates 400 documents	\$ 78,283
Gartner for IT Associates 500 documents	\$ 97,854
Gartner for IT Associates 500+ documents	Contact Sales Rep

	ANNUAL FEE Effective February 1, 2014 to January 31, 2015
RESEARCH AND ADVISORY SERVICES	
GARTNER FOR TECHNICAL PROFESSIONALS (GTP) ²	
GTP Department Advisor	\$ 97,958
GTP Department Reference	\$ 66,020
GTP SMB Advisor for Agency with less than 4,000 Employees - LIMITED AVAILABILITY ³	\$ 51,946
GTP SMB Reference for Agency with less than 4,000 Employees - LIMITED AVAILABILITY ³	\$ 34,561
GARTNER FOR TECHNOLOGY PLANNER	
Gartner for Technical Planner	\$ 97,958
Gartner for Technical Planner Essentials - three modules	\$ 82,687
Gartner for Technical Planner Essentials - two modules	\$ 63,241
Gartner for Technical Planner Essentials - one modules	\$ 38,892
Gartner for Technical Planner SMB	\$ 51,946
Gartner for Technical Planner Essentials SMB - three modules	\$ 43,930
Gartner for Technical Planner Essentials SMB - two modules	\$ 33,624
Gartner for Technical Planner Essentials SMB - one module	\$ 20,612
IT NEWS and INSIGHTS	
IT News and Insights - per seat	\$ 562
STRATEGIC ADVISORY SERVICES (SAS)	
SAS Worldwide Client - Remote Advisory Engagement	\$ 6,975
SAS Worldwide Client - Internal Use of Analyst Time	\$ 13,845
SAS Worldwide Client - External Speaking Engagement	\$ 22,382
EVENTS	
2014 Symposium Ticket	\$ 3,430
2014 Themed Summit Ticket	\$ 2,134
FOR NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY	
Higher Education - Core Research Campus Level Reference <4,999 FTE	\$ 20,508
Higher Education - Core Research Campus Level Reference 5,000-9,999 FTE	\$ 41,015
Higher Education - Core Research Campus Level Reference 10,000-24,999 FTE	\$ 61,523
Higher Education - Core Research Campus Level Reference 25,000+ FTE	\$ 82,031
Higher Education - Core Research Campus Level Reference - Community Colleges ONLY	\$ 20,508
Higher Education - Gartner for Technical Professional Advisor Campus ²	\$ 51,946
Higher Education - Gartner for Technical Professional Reference Campus ²	\$ 34,561

¹ Each workgroup requires one (1) Workgroup Leader and a minimum of three (3) Workgroup Members. Workgroup Member may be added up to a maximum of ten (10) total Workgroup Members per workgroup. All Workgroup Members in a workgroup must be of the same type.

² Purchasing terms and prerequisite applies. Check with Sales representative.

³ Limited availability. Client must confirm availability with Sales representative before purchasing

⁴ "Renewal Only" prices are only available to eligible license holders who purchased the applicable service as of a certain date and have continuously renewed the service thereafter.

CONSULTING SERVICES	REGULAR HOURLY RATE	Temporary Discounted Hourly Rates Applicable to Orders Dated On or Before 07/31/2014	DAILY RATE
Effective February 1, 2014 to January 31, 2015			
Vice President	\$ 601	\$ 516	\$ 4,122
Senior Director	\$ 560	\$ 475	\$ 3,789
Director	\$ 504	\$ 443	\$ 3,539
Associate Director	\$ 432	\$ 375	\$ 2,998
Sr. Consultant	\$ 346	\$ 302	\$ 2,415
Consultant	\$ 254	\$ 219	\$ 1,749
Associate Consultant	\$ 178	\$ 157	\$ 1,249

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

2013 VITA

¹ The pricing is based on GSA or Gartner SLG Price plus an IFA fee of 2%, eVA Vendor Supplier Transaction fee of 1%, and eVA Ordering Agency Transaction fee of 1.1%

RESEARCH AND ADVISORY SERVICES	ANNUAL FEE ¹ Effective February 1, 2013 to April 30, 2014
LEGACY CORE RESEARCH - RENEWAL ONLY	
Legacy Client Core Research Advisor 1-9 seats	\$ 20,851
Legacy Client Core Research Advisor 10-24 seats	\$ 11,597
Legacy Client Core Research Advisor 25 +	\$ 9,890
Legacy Client Core Research Reference 1 seat	\$ 12,377
Legacy Client Core Research Reference 2-9 seats	\$ 11,139
Legacy Client Core Research Reference 10-24 seats	\$ 9,265
Legacy Client Core Research Reference 25 +	\$ 6,485
Core Research Inquiry Access 5 Instances	\$ 7,183
CORE CONNECT	
Gartner Core Connect Advisor single-member	\$ 29,773
Gartner Core Connect Advisor multi-member	\$ 21,882
Gartner Core Connect Reference single-member	\$ 19,165
Gartner Core Connect Reference multi-member	\$ 11,139
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 1-9 seats	\$ 21,882
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 10-24 seats	\$ 13,314
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 25+ seats	\$ 11,607
Legacy Client Core Research Reference Conversion to Core Connect Reference 1 seat	\$ 14,158
Legacy Client Core Research Reference Conversion to Core Connect Reference 2-9 seats	\$ 11,139
Legacy Client Core Research Reference Conversion to Core Connect Reference 10-24 seats	\$ 11,045
Legacy Client Core Research Reference Conversion to Core Connect Reference 25+ seats	\$ 8,234
GARTNER FOR IT LEADERS (GITL)	
GITL Reference single-member	\$ 21,892
GITL Reference multi-member	\$ 13,949
GITL Advisor single-member	\$ 32,521
GITL Advisor multi-member	\$ 24,568
GARTNER FOR IT LEADERS (GITL) WORKGROUP CROSS FUNCTION	
GITL Advisor Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	\$ 68,331
GITL Advisor Workgroup Cross Function: 1 Advisor & 4 Workgroup Members	\$ 82,926
GITL Advisor Workgroup Cross Function: 1 Advisor & 5 Workgroup Members	\$ 97,521
GITL Advisor Workgroup Cross Function: 1 Advisor & 6 Workgroup Members	\$ 112,126
GITL Advisor Workgroup Cross Function: 1 Advisor & 7 Workgroup Members	\$ 126,721
GITL Advisor Workgroup Cross Function: 1 Advisor & 8 Workgroup Members	\$ 141,316
GITL Advisor Workgroup Cross Function: 1 Advisor & 9 Workgroup Members	\$ 155,859
GITL Advisor Workgroup Cross Function: 1 Advisor & 10 Workgroup Members	\$ 170,505
GARTNER FOR IT LEADERS (GITL) WORKGROUP ROLE	
GITL Advisor Workgroup Role: 1 Advisor & 3 Workgroup Members	\$ 51,717
GITL Advisor Workgroup Role: 1 Advisor & 4 Workgroup Members	\$ 60,774
GITL Advisor Workgroup Role: 1 Advisor & 5 Workgroup Members	\$ 64,636
GITL Advisor Workgroup Role: 1 Advisor & 6 Workgroup Members	\$ 78,897

GITL Advisor Workgroup Role: 1 Advisor & 7 Workgroup Members	\$	87,965
GITL Advisor Workgroup Role: 1 Advisor & 8 Workgroup Members	\$	97,032
GITL Advisor Workgroup Role: 1 Advisor & 9 Workgroup Members	\$	106,088
GITL Advisor Workgroup Role: 1 Advisor & 10 Workgroup Members	\$	115,145
GARTNER FOR IT LEADERS (GITL) WORKGROUP ESSENTIALS		
GITL Advisor Workgroup Essentials: 1 Advisor & 3 Workgroup Members	\$	46,377
GITL Advisor Workgroup Essentials: 1 Advisor & 4 Workgroup Members	\$	53,664
GITL Advisor Workgroup Essentials: 1 Advisor & 5 Workgroup Members	\$	60,940
GITL Advisor Workgroup Essentials: 1 Advisor & 6 Workgroup Members	\$	68,227
GITL Advisor Workgroup Essentials: 1 Advisor & 7 Workgroup Members	\$	75,514
GITL Advisor Workgroup Essentials: 1 Advisor & 8 Workgroup Members	\$	82,791
GITL Advisor Workgroup Essentials: 1 Advisor & 9 Workgroup Members	\$	90,078
GITL Advisor Workgroup Essentials: 1 Advisor & 10 Workgroup Members	\$	97,354
GARTNER FOR IT LEADERS (GITL) WORKGROUP - RENEWAL ONLY		
GITL Advisor Workgroup: 1 Advisor & 3 Workgroup Members	\$	42,723
GITL Advisor Workgroup: 1 Advisor & 4 Workgroup Members	\$	48,448
GITL Advisor Workgroup: 1 Advisor & 5 Workgroup Members	\$	54,174
GITL Advisor Workgroup: 1 Advisor & 6 Workgroup Members	\$	59,899
GITL Advisor Workgroup: 1 Advisor & 7 Workgroup Members	\$	65,614
GITL Advisor Workgroup: 1 Advisor & 8 Workgroup Members	\$	71,340
GITL Advisor Workgroup: 1 Advisor & 9 Workgroup Members	\$	77,044
GITL Advisor Workgroup: 1 Advisor & 10 Workgroup Members	\$	82,770
INDUSTRY ADVISORY SERVICE (IAS-G)		
IAS-G Reference single-member	\$	29,564
IAS-G Reference multi-member	\$	20,820
IAS-G Advisor single member	\$	43,826
IAS-G Advisor multi member	\$	35,082
IAS-G Advisor Add-on to IT Executives or Enterprise IT Leaders	\$	10,306
INDUSTRY ADVISORY SERVICE WORKGROUP (IAS-G)		
IAS-G Advisor Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	\$	94,106
IAS-G Advisor Workgroup Cross Function: Member add-on	\$	19,675
IAS-G Advisor Workgroup Role: 1 Advisor & 3 Workgroup Members	\$	70,996
IAS-G Advisor Workgroup Role: Member add-on	\$	11,972
IAS-G Advisor Workgroup Essentials: 1 Advisor & 3 Workgroup Members	\$	57,567
IAS-G Advisor Workgroup Essentials: Member add-on	\$	7,495
IAS-G Advisor Workgroup: 1 Advisor & 3 Workgroup Members - RENEWAL ONLY	\$	57,567
IAS-G Advisor Workgroup: Member add-on - RENEWAL ONLY	\$	7,495
IT EXECUTIVE PORTFOLIO		
IT Executives CIO Signature	\$	86,413
IT Executives CIO single member	\$	78,148
IT Executives CIO multi-member	\$	69,362
IT Executive Essentials single-member	\$	52,258
IT Executive Essentials multi-member	\$	46,751
IT Executives Delegate Add-on *	\$	36,685
IT Executive 2 Meetings Add-on *	\$	13,700
* Check with Sales representative for availability		
Leadership Development Add-on to GITL, EITL, or IT Executive	\$	20,029
CIO Academy Classic North America for IT Executives Programs Member		TBD
CIO Academy Classic North America		TBD

ENTERPRISE IT LEADERS (EITL)	
EITL single-member **	\$ 57,828
EITL multi-member **	\$ 48,094
** Choose one: Applications (SAP), Enterprise Architecture, Infrastructure & Operations, Security & Risk Management, or Sourcing & Procurement	
ENTERPRISE IT LEADERS (EITL) WORKGROUP CROSS FUNCTION	
EITL Workgroup Cross Function: 1 EITL Member & 3 Workgroup Members	\$ 91,827
EITL Workgroup Cross Function: 1 EITL Member & 4 Workgroup Members	\$ 106,432
EITL Workgroup Cross Function: 1 EITL Member & 5 Workgroup Members	\$ 121,027
EITL Workgroup Cross Function: 1 EITL Member & 6 Workgroup Members	\$ 135,621
EITL Workgroup Cross Function: 1 EITL Member & 7 Workgroup Members	\$ 150,227
EITL Workgroup Cross Function: 1 EITL Member & 8 Workgroup Members	\$ 164,822
EITL Workgroup Cross Function: 1 EITL Member & 9 Workgroup Members	\$ 179,416
EITL Workgroup Cross Function: 1 EITL Member & 10 Workgroup Members	\$ 194,011
ENTERPRISE IT LEADERS (EITL) WORKGROUP ROLE	
EITL Workgroup Role: 1 EITL Member & 3 Workgroup Members	\$ 75,223
EITL Workgroup Role: 1 EITL Member & 4 Workgroup Members	\$ 84,279
EITL Workgroup Role: 1 EITL Member & 5 Workgroup Members	\$ 93,346
EITL Workgroup Role: 1 EITL Member & 6 Workgroup Members	\$ 102,403
EITL Workgroup Role: 1 EITL Member & 7 Workgroup Members	\$ 111,470
EITL Workgroup Role: 1 EITL Member & 8 Workgroup Members	\$ 120,527
EITL Workgroup Role: 1 EITL Member & 9 Workgroup Members	\$ 129,594
EITL Workgroup Role: 1 EITL Member & 10 Workgroup Members	\$ 138,651
ENTERPRISE IT LEADERS (EITL) WORKGROUP ESSENTIALS	
EITL Workgroup Essentials: 1 EITL Member & 3 Workgroup Members	\$ 69,893
EITL Workgroup Essentials: 1 EITL Member & 4 Workgroup Members	\$ 77,169
EITL Workgroup Essentials: 1 EITL Member & 5 Workgroup Members	\$ 84,446
EITL Workgroup Essentials: 1 EITL Member & 6 Workgroup Members	\$ 91,733
EITL Workgroup Essentials: 1 EITL Member & 7 Workgroup Members	\$ 99,010
EITL Workgroup Essentials: 1 EITL Member & 8 Workgroup Members	\$ 106,297
EITL Workgroup Essentials: 1 EITL Member & 9 Workgroup Members	\$ 113,584
EITL Workgroup Essentials: 1 EITL Member & 10 Workgroup Members	\$ 120,860
ENTERPRISE IT LEADERS (EITL) WORKGROUP - RENEWAL ONLY	
EITL Workgroup - 1 EITL Member and 3 workgroup members	\$ 65,239
EITL Workgroup - 1 EITL Member and 4 workgroup members	\$ 70,965
EITL Workgroup - 1 EITL Member and 5 workgroup members	\$ 76,680
EITL Workgroup - 1 EITL Member and 6 workgroup members	\$ 82,406
EITL Workgroup - 1 EITL Member and 7 workgroup members	\$ 88,121
EITL Workgroup - 1 EITL Member and 8 workgroup members	\$ 93,846
EITL Workgroup - 1 EITL Member and 9 workgroup members	\$ 99,561
EITL Workgroup - 1 EITL Member and 10 workgroup members	\$ 105,297
GARTNER FOR IT ASSOCIATES ***	
Gartner for IT Associates 100 documents *	\$ 18,634
Gartner for IT Associates 200 documents	\$ 36,643
Gartner for IT Associates 300 documents	\$ 55,798
Gartner for IT Associates 400 documents	\$ 74,327
Gartner for IT Associates 500 documents	\$ 92,961
Gartner for IT Associates 500+ documents	Contact Sales Rep
* Check with Sales representative for availability	

*** Purchasing terms and conditions apply	
GARTNER FOR TECHNICAL PROFESSIONALS (GTP) ***	
GTP Department Advisor	\$ 94,648
GTP Department Reference	\$ 63,792
GTP SMB Advisor for Agency with less than 4,000 Employees - LIMITED AVAILABILITY ****	\$ 50,384
GTP SMB Reference for Agency with less than 4,000 Employees - LIMITED AVAILABILITY ****	\$ 33,520
Gartner for Technical Planner Add-on to GTP Department	\$ 94,648
Gartner for Technical Planner Add-on to GTP SMB	\$ 50,384
*** Purchasing terms and conditions apply	
**** Check with Sales representative for availability. Purchasing terms and conditions apply	
IT NEWS and INSIGHTS	
IT News and Insights - per seat	\$ 541
STRATEGIC ADVISORY SERVICES (SAS)	
SAS Worldwide Client - Internal Use of Analyst Time	\$ 13,429
SAS Worldwide Client - Remote Advisory Engagement	\$ 6,767
SAS Worldwide Client - External Speaking Engagement	\$ 21,757
EVENTS	
2013 Symposium Ticket	\$ 3,118
2013 Themed Summit Ticket	\$ 2,056
NON-PROFIT HIGHER ED INSTITUTIONS ONLY	
Higher Education - Core Research Campus Level Reference <4,999 FTE	\$ 19,883
Higher Education - Core Research Campus Level Reference 5,000-9,999 FTE	\$ 39,662
Higher Education - Core Research Campus Level Reference 10,000-24,999 FTE	\$ 59,649
Higher Education - Core Research Campus Level Reference 25,000+ FTE	\$ 79,428
Higher Education - Core Research Campus Level Reference - Community Colleges ONLY	\$ 19,883
Higher Education - Gartner for Technical Professional Advisor Campus ***	\$ 50,384
Higher Education - Gartner for Technical Professional Reference Campus ***	\$ 33,520
*** Purchasing terms and conditions apply	

CONSULTING SERVICES ^{1,2}	
Effective February 1, 2013 to April 30, 2014	
	REGULAR HOURLY RATE
Vice President	\$ 607
Senior Director	\$ 565
Director	\$ 509
Associate Director	\$ 437
Sr. Consultant	\$ 350
Consultant	\$ 257
Associate Consultant	\$ 180

² The rates indicated are a "not-to-exceed" price. Supplier may fill in additional labor descriptions.

Temporary Discounted Hourly Rates Applicable to Orders Dated On or Before 12/31/2013	DAILY RATE
\$ 515	\$ 4,122
\$ 475	\$ 3,789
\$ 442	\$ 3,539
\$ 375	\$ 2,998
\$ 302	\$ 2,415
\$ 219	\$ 1,749
\$ 156	\$ 1,249

**MODIFICATION #1
TO
CONTRACT NUMBER VA-120501-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Gartner, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-120501-GARG (the Agreement), as modified.

Both parties agree to the following:

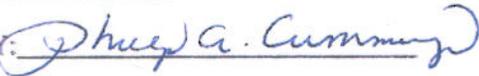
The attached pricing schedule will be the new pricing schedule for the period of February 1, 2013 to January 31, 2014.

These changes are effective immediately.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER, INC.

BY: 
NAME: Phillip A. Cummings
TITLE: Director Gov't Contracts
DATE: 01 February 2013

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Jimmy MacKerzie
TITLE: Sourcing Consultant
DATE: 02/01/2013

RESEARCH AND ADVISORY SERVICES	ANNUAL FEE Effective February 1, 2013 to January 31, 2014
LEGACY CORE RESEARCH - RENEWAL ONLY	
Legacy Client Core Research Advisor 1-9 seats	\$ 20,851
Legacy Client Core Research Advisor 10-24 seats	\$ 11,597
Legacy Client Core Research Advisor 25 +	\$ 9,890
Legacy Client Core Research Reference 1 seat	\$ 12,377
Legacy Client Core Research Reference 2-9 seats	\$ 11,139
Legacy Client Core Research Reference 10-24 seats	\$ 9,265
Legacy Client Core Research Reference 25 +	\$ 6,485
Core Research Inquiry Access 5 Instances	\$ 7,183
CORE CONNECT	
Gartner Core Connect Advisor single-member	\$ 29,773
Gartner Core Connect Advisor multi-member	\$ 21,882
Gartner Core Connect Reference single-member	\$ 19,165
Gartner Core Connect Reference multi-member	\$ 11,139
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 1-9 seats	\$ 21,882
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 10-24 seats	\$ 13,314
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 25+ seats	\$ 11,607
Legacy Client Core Research Reference Conversion to Core Connect Reference 1 seat	\$ 14,158
Legacy Client Core Research Reference Conversion to Core Connect Reference 2-9 seats	\$ 11,139
Legacy Client Core Research Reference Conversion to Core Connect Reference 10-24 seats	\$ 11,045
Legacy Client Core Research Reference Conversion to Core Connect Reference 25+ seats	\$ 8,234
GARTNER FOR IT LEADERS (GITL)	
GITL Reference single-member	\$ 21,892
GITL Reference multi-member	\$ 13,949
GITL Advisor single-member	\$ 32,521
GITL Advisor multi-member	\$ 24,568
GARTNER FOR IT LEADERS (GITL) WORKGROUP CROSS FUNCTION	
GITL Advisor Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	\$ 68,331
GITL Advisor Workgroup Cross Function: 1 Advisor & 4 Workgroup Members	\$ 82,926
GITL Advisor Workgroup Cross Function: 1 Advisor & 5 Workgroup Members	\$ 97,521
GITL Advisor Workgroup Cross Function: 1 Advisor & 6 Workgroup Members	\$ 112,126
GITL Advisor Workgroup Cross Function: 1 Advisor & 7 Workgroup Members	\$ 126,721
GITL Advisor Workgroup Cross Function: 1 Advisor & 8 Workgroup Members	\$ 141,316
GITL Advisor Workgroup Cross Function: 1 Advisor & 9 Workgroup Members	\$ 155,859
GITL Advisor Workgroup Cross Function: 1 Advisor & 10 Workgroup Members	\$ 170,505
GARTNER FOR IT LEADERS (GITL) WORKGROUP ROLE	
GITL Advisor Workgroup Role: 1 Advisor & 3 Workgroup Members	\$ 51,717
GITL Advisor Workgroup Role: 1 Advisor & 4 Workgroup Members	\$ 60,774
GITL Advisor Workgroup Role: 1 Advisor & 5 Workgroup Members	\$ 64,636
GITL Advisor Workgroup Role: 1 Advisor & 6 Workgroup Members	\$ 78,897
GITL Advisor Workgroup Role: 1 Advisor & 7 Workgroup Members	\$ 87,965
GITL Advisor Workgroup Role: 1 Advisor & 8 Workgroup Members	\$ 97,032
GITL Advisor Workgroup Role: 1 Advisor & 9 Workgroup Members	\$ 106,088
GITL Advisor Workgroup Role: 1 Advisor & 10 Workgroup Members	\$ 115,145

GARTNER FOR IT LEADERS (GITL) WORKGROUP ESSENTIALS	
GITL Advisor Workgroup Essentials: 1 Advisor & 3 Workgroup Members	\$ 46,377
GITL Advisor Workgroup Essentials: 1 Advisor & 4 Workgroup Members	\$ 53,664
GITL Advisor Workgroup Essentials: 1 Advisor & 5 Workgroup Members	\$ 60,940
GITL Advisor Workgroup Essentials: 1 Advisor & 6 Workgroup Members	\$ 68,227
GITL Advisor Workgroup Essentials: 1 Advisor & 7 Workgroup Members	\$ 75,514
GITL Advisor Workgroup Essentials: 1 Advisor & 8 Workgroup Members	\$ 82,791
GITL Advisor Workgroup Essentials: 1 Advisor & 9 Workgroup Members	\$ 90,078
GITL Advisor Workgroup Essentials: 1 Advisor & 10 Workgroup Members	\$ 97,354
GARTNER FOR IT LEADERS (GITL) WORKGROUP - RENEWAL ONLY	
GITL Advisor Workgroup: 1 Advisor & 3 Workgroup Members	\$ 42,723
GITL Advisor Workgroup: 1 Advisor & 4 Workgroup Members	\$ 48,448
GITL Advisor Workgroup: 1 Advisor & 5 Workgroup Members	\$ 54,174
GITL Advisor Workgroup: 1 Advisor & 6 Workgroup Members	\$ 59,899
GITL Advisor Workgroup: 1 Advisor & 7 Workgroup Members	\$ 65,614
GITL Advisor Workgroup: 1 Advisor & 8 Workgroup Members	\$ 71,340
GITL Advisor Workgroup: 1 Advisor & 9 Workgroup Members	\$ 77,044
GITL Advisor Workgroup: 1 Advisor & 10 Workgroup Members	\$ 82,770
INDUSTRY ADVISORY SERVICE (IAS-G)	
IAS-G Reference single-member	\$ 29,564
IAS-G Reference multi-member	\$ 20,820
IAS-G Advisor single member	\$ 43,826
IAS-G Advisor multi member	\$ 34,561
IAS-G Advisor Add-on to IT Executives or Enterprise IT Leaders	\$ 10,306
INDUSTRY ADVISORY SERVICE WORKGROUP (IAS-G)	
IAS-G Advisor Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	\$ 93,586
IAS-G Advisor Workgroup Cross Function: Member add-on	\$ 19,675
IAS-G Advisor Workgroup Role: 1 Advisor & 3 Workgroup Members	\$ 70,476
IAS-G Advisor Workgroup Role: Member add-on	\$ 11,972
IAS-G Advisor Workgroup Essentials: 1 Advisor & 3 Workgroup Members	\$ 57,047
IAS-G Advisor Workgroup Essentials: Member add-on	\$ 7,495
IAS-G Advisor Workgroup: 1 Advisor & 3 Workgroup Members - RENEWAL ONLY	\$ 57,047
IAS-G Advisor Workgroup: Member add-on - RENEWAL ONLY	\$ 7,495
IT EXECUTIVE PORTFOLIO	
IT Executives CIO Signature	\$ 86,413
IT Executives CIO single member	\$ 78,148
IT Executives CIO multi-member	\$ 69,362
IT Executive Essentials single-member	\$ 52,258
IT Executive Essentials multi-member	\$ 46,751
IT Executives Delegate Add-on *	\$ 36,685
IT Executive 2 Meetings Add-on *	\$ 13,700
* Check with Sales representative for availability	
Leadership Development Add-on to GITL, EITL, or IT Executive	\$ 20,029
CIO Academy Classic North America for IT Executives Programs Member	TBD
CIO Academy Classic North America	TBD
ENTERPRISE IT LEADERS (EITL)	
EITL single-member **	\$ 57,828
EITL multi-member **	\$ 48,094

** Choose one: Applications (SAP), Enterprise Architecture, Infrastructure & Operations, Security & Risk Management, or Sourcing & Procurement	
ENTERPRISE IT LEADERS (EITL) WORKGROUP CROSS FUNCTION	
EITL Workgroup Cross Function: 1 EITL Member & 3 Workgroup Members	\$ 91,827
EITL Workgroup Cross Function: 1 EITL Member & 4 Workgroup Members	\$ 106,432
EITL Workgroup Cross Function: 1 EITL Member & 5 Workgroup Members	\$ 121,027
EITL Workgroup Cross Function: 1 EITL Member & 6 Workgroup Members	\$ 135,621
EITL Workgroup Cross Function: 1 EITL Member & 7 Workgroup Members	\$ 150,227
EITL Workgroup Cross Function: 1 EITL Member & 8 Workgroup Members	\$ 164,822
EITL Workgroup Cross Function: 1 EITL Member & 9 Workgroup Members	\$ 179,416
EITL Workgroup Cross Function: 1 EITL Member & 10 Workgroup Members	\$ 194,011
ENTERPRISE IT LEADERS (EITL) WORKGROUP ROLE	
EITL Workgroup Role: 1 EITL Member & 3 Workgroup Members	\$ 75,223
EITL Workgroup Role: 1 EITL Member & 4 Workgroup Members	\$ 84,279
EITL Workgroup Role: 1 EITL Member & 5 Workgroup Members	\$ 93,346
EITL Workgroup Role: 1 EITL Member & 6 Workgroup Members	\$ 102,403
EITL Workgroup Role: 1 EITL Member & 7 Workgroup Members	\$ 111,470
EITL Workgroup Role: 1 EITL Member & 8 Workgroup Members	\$ 120,527
EITL Workgroup Role: 1 EITL Member & 9 Workgroup Members	\$ 129,594
EITL Workgroup Role: 1 EITL Member & 10 Workgroup Members	\$ 138,651
ENTERPRISE IT LEADERS (EITL) WORKGROUP ESSENTIALS	
EITL Workgroup Essentials: 1 EITL Member & 3 Workgroup Members	\$ 69,893
EITL Workgroup Essentials: 1 EITL Member & 4 Workgroup Members	\$ 77,169
EITL Workgroup Essentials: 1 EITL Member & 5 Workgroup Members	\$ 84,446
EITL Workgroup Essentials: 1 EITL Member & 6 Workgroup Members	\$ 91,733
EITL Workgroup Essentials: 1 EITL Member & 7 Workgroup Members	\$ 99,010
EITL Workgroup Essentials: 1 EITL Member & 8 Workgroup Members	\$ 106,297
EITL Workgroup Essentials: 1 EITL Member & 9 Workgroup Members	\$ 113,584
EITL Workgroup Essentials: 1 EITL Member & 10 Workgroup Members	\$ 120,860
ENTERPRISE IT LEADERS (EITL) WORKGROUP - RENEWAL ONLY	
EITL Workgroup - 1 EITL Member and 3 workgroup members	\$ 65,239
EITL Workgroup - 1 EITL Member and 4 workgroup members	\$ 70,965
EITL Workgroup - 1 EITL Member and 5 workgroup members	\$ 76,680
EITL Workgroup - 1 EITL Member and 6 workgroup members	\$ 82,406
EITL Workgroup - 1 EITL Member and 7 workgroup members	\$ 88,121
EITL Workgroup - 1 EITL Member and 8 workgroup members	\$ 93,846
EITL Workgroup - 1 EITL Member and 9 workgroup members	\$ 99,561
EITL Workgroup - 1 EITL Member and 10 workgroup members	\$ 105,297
GARTNER FOR IT ASSOCIATES ***	
Gartner for IT Associates 100 documents *	\$ 18,634
Gartner for IT Associates 200 documents	\$ 36,643
Gartner for IT Associates 300 documents	\$ 55,798
Gartner for IT Associates 400 documents	\$ 74,327
Gartner for IT Associates 500 documents	\$ 92,961
Gartner for IT Associates 500+ documents	Contact Sales Rep
* Check with Sales representative for availability	
*** Purchasing terms and conditions apply	
GARTNER FOR TECHNICAL PROFESSIONALS (GTP) ***	
GTP Department Advisor	\$ 94,648

GTP Department Reference	\$	63,792
GTP SMB Advisor for Agency with less than 4,000 Employees - LIMITED AVAILABILITY ****	\$	50,384
GTP SMB Reference for Agency with less than 4,000 Employees - LIMITED AVAILABILITY ****	\$	33,520
Gartner for Technical Planner Add-on to GTP Department	\$	94,648
Gartner for Technical Planner Add-on to GTP SMB	\$	50,384
*** Purchasing terms and conditions apply		
**** Check with Sales representative for availability. Purchasing terms and conditions apply		
IT NEWS and INSIGHTS		
IT News and Insights - per seat	\$	541
STRATEGIC ADVISORY SERVICES (SAS)		
SAS Worldwide Client - Internal Use of Analyst Time	\$	13,429
SAS Worldwide Client - Remote Advisory Engagement	\$	6,767
SAS Worldwide Client - External Speaking Engagement	\$	21,757
EVENTS		
2013 Symposium Ticket	\$	3,118
2013 Themed Summit Ticket	\$	2,056
NON-PROFIT HIGHER ED INSTITUTIONS ONLY		
Higher Education - Core Research Campus Level Reference <4,999 FTE	\$	19,883
Higher Education - Core Research Campus Level Reference 5,000-9,999 FTE	\$	39,662
Higher Education - Core Research Campus Level Reference 10,000-24,999 FTE	\$	59,649
Higher Education - Core Research Campus Level Reference 25,000+ FTE	\$	79,428
Higher Education - Core Research Campus Level Reference - Community Colleges ONLY	\$	19,883
Higher Education - Gartner for Technical Professional Advisor Campus ***	\$	50,384
Higher Education - Gartner for Technical Professional Reference Campus ***	\$	33,520
*** Purchasing terms and conditions apply		

CONSULTING SERVICES ¹ Effective February 1, 2013 to January 31, 2014	REGULAR HOURLY RATE
Vice President	\$ 607
Senior Director	\$ 565
Director	\$ 509
Associate Director	\$ 437
Sr. Consultant	\$ 350
Consultant	\$ 257
Associate Consultant	\$ 180

¹ The rates indicated are a "not-to-exceed" price. Supplier may fill in additional labor descriptions.

Temporary Discounted Hourly Rates Applicable to Orders Dated On or Before 12/31/2013	DAILY RATE
\$ 515	\$ 4,122
\$ 475	\$ 3,789
\$ 442	\$ 3,539
\$ 375	\$ 2,998
\$ 302	\$ 2,415
\$ 219	\$ 1,749
\$ 156	\$ 1,249



Information Technology Services Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Gartner, Inc.

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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 and on behalf of the Commonwealth of Virginia (hereinafter referred to as "VITA"), and Gartner, Inc. ("Supplier"), a corporation headquartered at 56 Top Gallant Road, Stamford, CT 06904 to be effective as of May 1, 2012 ("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 ("Services") to the Authorized Users.

2. DEFINITIONS

A. Acceptance

Successful performance of the Services at the location designated in the applicable Statement of Work, or completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. 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.

E. Deliverable

The tangible embodiment of the Services, including the development or creation of Work Product, performed or provided by Supplier as identified in the applicable Statement of Work.

F. Party

Supplier, VITA, or any Authorized User.

G. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) and Deliverables as set forth in Exhibit A and the applicable Statement of Work and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

H. Service

Any work performed or service provided, including provision to the Authorized User of any Deliverable, by Supplier under this Contract. Service includes the discovery, creation, or development of Work Product, if any.

I. Statement of Work (SOW)

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

J. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

K. Work Product

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 two (2) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. 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 terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Services 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 or Default

VITA shall have the right to 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, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 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. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if

Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations 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 any order or SOW, in whole or in part, or an Authorized User may terminate its 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 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, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Services to any other supplier with whom VITA or such Authorized User contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/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. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may

affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SERVICES

A. Nature of Services and Engagement

This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier.

By operation of this Contract, any 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 SOW is voided by VITA, such SOW shall no longer be binding on either Party and all obligations with respect to such SOW shall expire.

B. Statement of Work (SOW)

All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit D herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. For time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

C. Change Orders

All changes to the Services to be provided pursuant to any given SOW must be described in a written change request (template provided as Exhibit C), which includes any appropriate adjustments to the SOW. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to perform any work beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

D. Acceptance

Service(s) shall be deemed accepted when the Authorized User determines that such Service(s) meets the Requirements set forth in the applicable SOW. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the 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 five (5) days, or within such other period as set forth in the applicable SOW, after receipt of the Service. Acceptance testing will be no longer than five (5) 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.

E. 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 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.

5. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body.

A. Work Product

Supplier grants to an Authorized User ownership of any consulting deliverable originally created and submitted to an Authorized User. Supplier shall retain sole and exclusive ownership of all Supplier tools, methodologies, questionnaires, responses, and proprietary research and data generated in the course of performing the consulting services, together with all intellectual property rights therein (collectively, the "Gartner Materials"). Supplier grants to an Authorized User 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 the Supplier from rendering services to others or developing work products that are competitive with, or functionally comparable to, the consulting services performed. The Supplier 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 the Supplier shall not use or disclose any of an Authorized User's confidential information, as defined below.

With respect to any benchmarking Services performed by the Supplier, Authorized User 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 the Supplier and contained in the Supplier's proprietary database, (ii) the contents of the database belong to the Supplier solely, (iii) Authorized User's data will become part of the database, (iv) The Supplier will code any presentation of the Authorized User's data to preserve Authorized User's anonymity, and (v) the database will be used by the Supplier in future consulting and benchmarking engagements.

B. Research and Advisory Services

Supplier owns and retains all rights to the Services not expressly granted to an Authorized User. Only the individuals named in this SA (each a "Licensed User") may access the Services. Each Authorized User will be issued a unique password, which may not be shared. Authorized User

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 an Authorized User may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Authorized User's organization, and quote or excerpt from the Services externally.

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

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

6. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing Services under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors 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 employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

C. Key Personnel

An 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 SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable SOW.

D. Subcontractors

Supplier shall not use subcontractors to perform the Services 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 any Services pursuant to such order or SOW to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any Services 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.

7. GENERAL WARRANTY

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership

Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. 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 an actual or 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.

C. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

D. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its 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). Services pursuant to a particular Request for Proposal ("RFP"), 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 the Services and Deliverables and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;
- iii). The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and fully utilize the Deliverables 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 of the media or means used to deliver the Services. Supplier has used the best available means to scan any media on which Deliverables are provided to the Authorized User.

F. Limited Warranty Period and Remedy

During the warranty period of thirty (30) days, or as specified in the applicable SOW, Supplier warrants that the Services 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 a failure of the Services to meet the Requirements. If Supplier is unable to make the Service/Deliverable conform, in all material respects, to the Requirements within ten (10) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such Deliverable and any other related Deliverable(s) rendered unusable, and return all monies paid by such Authorized User for the non-conforming Services and Deliverable and such other related Deliverable(s) rendered unusable.

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.

8. TRAINING AND DOCUMENTATION

Any training or documentation necessary for an Authorized User to have full benefit of the Service shall be deemed included in the scope of the applicable SOW unless expressly excluded.

9. ORDERS AND COMPENSATION

A. Request for Quote

Authorized Users of this Contract, depending on the complexity of services required and/or each supplier's available resources, have the option to select one or more suppliers to provide IT research & advisory services. In addition, an Authorized User may determine that a competitive process is required to ensure it receives the best value. In either or both of such circumstances, the Authorized User may, at its sole discretion, use a Request for Quote (RFQ) process to obtain services identical or similar to those provided by Supplier pursuant to this Contract.

Supplier shall respond to the RFQ by providing a quote, including an estimated total price, and, if requested by the Authorized User, a proposal and documentation of the qualifications of the individual(s) proposed for providing services to the Authorized User. In no event shall Supplier's quote exceed Supplier's Contract pricing. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ. Supplier's repeated failure to provide a quote in response to an RFQ may be grounds for termination of this Contract.

B. Order

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov/>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is

placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

C. Purchase Price and Price Protection

For all Supplier Research and Advisory services (i.e. fixed price products) Supplier'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;

For all Supplier Consulting services (i.e. Deliverable provided via the hourly rate structure) Supplier'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;

In cases where GSA schedule 70 IT pricing is not available pricing will be based upon and consistent with Supplier's next best pricing level (i.e. Supplier's State & Local Government (SLG) pricing structure;

Supplier 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.

D. Invoice Procedures

For an order with a period of performance not expected to exceed one (1) month, Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Deliverables or Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order. For a time and materials type SOW with a period of performance expected to exceed one (1) month, Supplier shall submit invoices to the ordering Authorized User monthly in arrears, unless otherwise specified in such SOW. For a fixed price type SOW, Supplier shall invoice in accordance with the milestone payment schedule, if any, in the applicable SOW; if such SOW does not include a milestone payment schedule, Supplier shall invoice after all Deliverables or Services have been accepted by the ordering Authorized User. No invoice shall include any costs other than those identified in the executed order or SOW, which costs shall be in accordance with Exhibit D. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit D, or as noted in any executed order or SOW referencing this Contract. Any cost reimbursable work performed or expenses incurred by Supplier prior to the effective date of the order shall not be billed to or reimbursed by the Authorized User. Invoices issued by the Supplier shall identify at a minimum:

- i). Deliverable or Service type, or project milestone, and description
- ii). Quantity, charge and extended pricing for each Deliverable and/or Service item or milestone; or, for a time and materials type order or SOW, the name(s) of the assigned employee(s), the hourly rate(s), and the number of hours worked;
- iii). Applicable order date or SOW date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

E. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Services have been performed or milestones have met Acceptance

criteria. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid, except in accordance with a milestone payment schedule. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

If there are any disputed items, the appropriate Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with such Authorized User, provide such Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net 30 days after Acceptance.

F. Reimbursement of Expenses

If allowable pursuant to an Authorized User's SOW, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>, or a successor URL(s)).

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

10. REPORTING

Supplier is required to submit to VITA the following monthly reports:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on Supplier reporting.

11. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("Steering Committee"), consisting of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee include but are not limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

A Steering Committee for this Contract will be formed at VITA's option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific Statement of Work issued pursuant to this Contract.

12. COMPETITIVE PRICING

Supplier 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 Supplier next best pricing level.

13. 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).

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 (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) 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 of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such 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.

14. INDEMNIFICATION AND LIABILITY**A. Indemnification**

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Deliverables or the Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Deliverables or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of any Deliverable or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services or Deliverables, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Services or Deliverables; or (b) replace or modify such infringing Services or Deliverables with non-infringing deliverables or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with comparable temporary replacement deliverables and services, or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining alternative deliverables and services in the event such Authorized User cannot use the affected Deliverable or benefit from the affected Services. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Services or Deliverables, along with any other Services or Deliverables rendered unusable by any Authorized User as a result of the infringing Services or Deliverables, and refund the price paid to Supplier for such Services and Deliverables.

B. Liability

Supplier's liability to the Commonwealth under this Contract for breach of this Contract's confidentiality, security, or indemnification provisions shall be limited to two (2) times the annual

value of this Contract. The same limitation on the Supplier's liability to the Commonwealth under this Contract shall apply to any other breach of this Contract by Supplier, if the breach arises from any intentional, willful, or negligent act or omission of any employee, agent, or subcontractor of Supplier or if the damages are based on bodily injury, death, or damage to real property or tangible personal property. The limitation shall apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

Supplier's liability to any authorized user under this Contract for breach of this Contract's confidentiality, security, or indemnification provisions shall be limited to two (2) times the value of the Order with authorized user under which such breach took place.

EXCEPT FOR CLAIMS COVERED BY THE ABOVE DOLLAR LIMITATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS CONTRACT, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

15. INSURANCE

In addition to the insurance coverage required by law as specified in the URL identified in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$1,000,000 per occurrence.

16. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to 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 supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

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. 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, imposed, assessed or levied as a result of 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. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference:

http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. 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 Exhibit E hereto.

D. 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.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) 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 shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia 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 thirty (30) days. The decision of the relevant public body shall 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 §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

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

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

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User's name or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. 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

H. No Waiver

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

I. 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.

J. Captions

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

K. 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.

L. Survival

The provisions of this Contract regarding License, Rights To Work Products, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the 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.

N. 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.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Authorized User.

P. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of an 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.

Q. 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.

R. 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:

- i). Exhibit A Service Requirements
- ii). Exhibit B Statement of Work (SOW) Template
- iii). Exhibit C Change Order Template
- iv). Exhibit D Service Fees
- v). Exhibit E Certification Regarding Lobbying
- vi). Exhibit F License Agreement Addendum

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 or SOW 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, any individual SOW, Exhibit D.

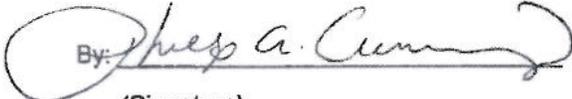
Any modification to an SOW that extends the period of performance beyond one (1) year or increases the value of such SOW above US\$100,000 shall, absent the prior written approval of VITA, be voidable by VITA, in its sole discretion. If an SOW is voided by VITA, such SOW shall no longer be binding on either Party and all obligations with respect to such SOW shall expire.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

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: Senior Director Government Contracts

Date: 26 April 2012

Address for Notice:

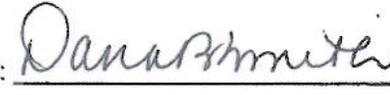
GARTNER INC.

4501 North Fairfax Drive, 8th Floor

Arlington, VA 22203

Attention: Director of Contracts

VITA

By: 
(Signature)

Name: Dana B. Smith

(Print)

Title: Director, Finance & Administration

Date: 5-8-12

Address for Notice:

VITA

11751 Meadowville Ln

Chester, VA 23836

Attention: Contract Administrator

**EXHIBIT B STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND GARTNER, INC**

ISSUED UNDER

**CONTRACT NUMBER VA-120501-GARG
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
GARTNER, INC**

Exhibit B, between (Name of Agency/Institution) and Gartner, Inc (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-120501-GARG (“Contract”) between the Virginia Information Technologies Agency (“VITA”) on behalf of the Commonwealth of Virginia (and [Supplier]. In the event of any discrepancy between this Exhibit B and the Contract, the provisions of the Contract shall control.

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.]*

STATEMENT OF WORK

This Statement of Work (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as “Authorized User” under the provisions of the Contract. The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution (“Solution”) or Services (“Services”) or Software (“Software”) or Hardware and Maintenance or Licensed Application Services” for Authorized User Project Name. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User’s Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project’s specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User’s location(s) in City/State, at Supplier’s location(s) in City/State, or other locations as required by the effort.

3. PROJECT DEFINITIONS

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.)

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User’s specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.)

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer

(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.)

D. Support and Maintenance Requirements

(Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.)

E. Personnel Requirements

(Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)

F. Transition Phase-In/Phase-Out Requirements

(Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed \$US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

9. PROJECT DELIVERABLES

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard)	Distribution Recipients	Review Complete	Final Due Date
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			copy/CD/DVD		Due Date	
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(This table should include the project’s milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Requirements Analysis & Development	Design Plan	Execution+45 days	\$30,000	\$15,000	\$15,000
	Project Plan	Execution+45 days			
	Implementation	Execution + 45			

	Plan	days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days	\$10,000	\$3,000	\$7,000
Installation of software	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Installation of hardware	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Configuration and testing	---	Execution + 120 days	---	---	---
Training	Training manual	Execution + 130 days	\$10,000	\$1,000	\$9,000
30-Day User Acceptance Testing	---	Execution + 160 days	\$20,000	\$2,000	\$18,000
Implementation complete	Solution	Execution + 160 days	\$10,000	--	\$10,000
Final Acceptance		Execution + 210 days	--	--	\$23,000

11. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0	Site survey				
1.1		Conduct interviews			
1.1.1			Schedule interviews	None	20 days after contract start
1.1.2			Complete interviews	Interview Results Report	25 days after contract start
1.2		Receive AU information			

12. ACCEPTANCE CRITERIA

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit B-X.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Authorized User's Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have **ten (10)** days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

The following roles and responsibilities have been defined for this project:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	

Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to “business days after project start” or “days after event/milestone.” Be sure to specify the delivery and point of contact information.)

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User’s security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier’s employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier’s employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need an exception of any COVA-required standard, please follow the process located at this link: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344> and select the Data Standards Guidance bulleted link. Your AITR can assist you.

- COV ITRM Policies and Standards: <http://www.vita.virginia.gov/library/default.aspx?id=537>
- IEEE 802®
- HIPAA
- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY’S AND DEPARTMENT OF ENERGY’S ENERGY STAR GUIDELINES RISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don’t align with this project’s schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project

Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization:** How risks are evaluated and prioritized.
3. **Risk Mitigation Options:** Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan

(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

18. DISASTER RECOVERY

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- Development of the IT components of the Continuity of Operations Plan (COOP)
- Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP
- Development and exercise of the IT System Backup and Restoration Plan

19. PERFORMANCE BOND

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

(The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

A. Weekly/Bi-weekly Status Update.

The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will

escalate the matter in accordance with the Escalation provision of the Contract. (If none, you may add your escalation procedure in this section.)

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

22. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>.

Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>

23. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

Supplier:

(Name of Supplier)

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Authorized User:

(Name of Agency/Institution)

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Template

EXHIBIT C to Contract VA-120501-GARG

**Change Order No. XX for Statement of Work XX
Between (NAME OF AGENCY/INSTITUTION) and Gartner, Inc.**

**Issued Under
CONTRACT NUMBER VA- 120501-GARG
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
(SUPPLIER NAME)**

This Change Order No. XX hereby modifies and is made an integral part of Statement of Work XX (“SOW”), between NAME OF AGENCY/INSTITUTION (“Authorized User”) and Gartner, Inc. (“Supplier”), which was issued under Contract Number VA-XXXX-XXXX (“Contract”) between the Virginia Information Technologies Agency (“VITA”) and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

CHANGE ORDER

This is Change Order No. XX to a SOW issued by Authorized User to Supplier under which Supplier is to provide the Authorized User with a Authorized User Project Name Solution (“Solution”).

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as “From” (copy/paste from current SOW section) and “To” (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

1. PERIOD OF PERFORMANCE

The following change is made to the Period of Performance:

[The duration of the Period of Performance is increased by four (4) months.]

The following is changed with respect to the Period of Performance:

From: twelve (12) months of execution of this Statement of Work

To: sixteen (16) months of execution of this Statement of Work

This Change Order No. XX is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract, including Exhibit C
- ii). Statement of Work XX, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No.XX, effective (INSERT EFFECTIVE DATE).

Supplier

Authorized User

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Date: _____

Date: _____

¹ Pricing for Yr 2 through Yr 5 are for illustrative purposes.

² 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

³ The pricing for each year is based on GSA or Gartner SLG Price plus an IFA fee of 2%, eVA Vendor Supplier Transaction fee of 1%, and eVA Ordering Agency Transaction fee of 1.1%

⁴ Solutions provided are for Gartner for IT Leaders Advisor and Reference services

Appendix C- Pricing

Membership Descriptions	Yr 1 Cost	Yr 2 Cost	Yr 3 Cost	Yr 4 Cost	Yr 5 Cost
Single Membership : One (1) user with full IT research and advisory services <u>with</u> analyst inquiry privileges. A bundled membership is currently in place.	\$ 23,849.00	\$ 23,849.00	\$ 23,849.00	\$ 23,849.00	\$ 23,849.00
Single Membership: One (1) user with full IT research and advisory services <u>without</u> analyst inquiry privileges. A bundled membership is currently in place.	\$ 13,543.00	\$ 13,543.00	\$ 13,543.00	\$ 13,543.00	\$ 13,543.00
Single Membership : One (1) user with full IT research and advisory services <u>with</u> analyst inquiry privileges. A bundled membership is <u>not</u> in place.	\$ 31,574.00	\$ 31,574.00	\$ 31,574.00	\$ 31,574.00	\$ 31,574.00
Single Membership: One (1) user with full IT research and advisory services <u>without</u> analyst inquiry privileges. A bundled membership is <u>not</u> in place.	\$ 21,257.00	\$ 21,257.00	\$ 21,257.00	\$ 21,257.00	\$ 21,257.00
Bundled Membership for 5/2 Users: Five (5) users with full IT research and advisory services access. In addition, two (2) of those users will have analyst inquiry privileges.	\$ 88,327.00	\$ 88,327.00	\$ 88,327.00	\$ 88,327.00	\$ 88,327.00
Bundled Membership for 10/4 Users: Ten (10) users with full IT research and advisory services access. In addition, four (4) of those users will have analyst inquiry privileges.	\$ 176,654.00	\$ 176,654.00	\$ 176,654.00	\$ 176,654.00	\$ 176,654.00
Bundled Membership for 20/8 Users: Twenty (20) users with full IT research and advisory services access. In addition, eight (8) of those users will have analyst inquiry privileges.	\$ 353,308.00	\$ 353,308.00	\$ 353,308.00	\$ 353,308.00	\$ 353,308.00

**Submit all pricing data in the Excel Pricing Submittal spreadsheet provided. Altered formats or blank data will be considered incomplete and may be eliminated from further consideration.*

¹ Pricing for Yr 2 through Yr 5 are for illustrative purposes.

² 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.

³ The pricing for each year is based on GSA or Gartner SLG Price plus an IFA fee of 2%, eVA Vendor Supplier Transaction fee of 1%, and eVA Ordering Agency Transaction fee of 1.1%

Other Applicable Services	Yr 1 Cost	Yr 2 Cost	Yr 3 Cost	Yr 4 Cost	Yr 5 Cost
LEGACY CORE RESEARCH - Renewal ONLY					
Legacy Client Core Research Advisor 1-9 seats	\$ 20,247	\$ 20,247	\$ 20,247	\$ 20,247	\$ 20,247
Legacy Client Core Research Advisor 10-24 seats	\$ 11,264	\$ 11,264	\$ 11,264	\$ 11,264	\$ 11,264
Legacy Client Core Research Advisor 25 +	\$ 9,598	\$ 9,598	\$ 9,598	\$ 9,598	\$ 9,598
Legacy Client Core Research Reference 1-9 seats	\$ 12,013	\$ 12,013	\$ 12,013	\$ 12,013	\$ 12,013
Legacy Client Core Research Reference 10-24 seats	\$ 8,994	\$ 8,994	\$ 8,994	\$ 8,994	\$ 8,994
Legacy Client Core Research Reference 25 +	\$ 6,298	\$ 6,298	\$ 6,298	\$ 6,298	\$ 6,298
Core Research Inquiry Access 5 Instances	\$ 6,975	\$ 6,975	\$ 6,975	\$ 6,975	\$ 6,975
Core Research Inquiry Access 10 Instances	\$ 13,949	\$ 13,949	\$ 13,949	\$ 13,949	\$ 13,949
CORE CONNECT					
Gartner Core Connect Advisor single-member	\$ 28,909	\$ 28,909	\$ 28,909	\$ 28,909	\$ 28,909
Gartner Core Connect Advisor multi-member	\$ 21,247	\$ 21,247	\$ 21,247	\$ 21,247	\$ 21,247
Gartner Core Connect Reference single-member	\$ 18,603	\$ 18,603	\$ 18,603	\$ 18,603	\$ 18,603
Gartner Core Connect Reference multi-member	\$ 10,816	\$ 10,816	\$ 10,816	\$ 10,816	\$ 10,816
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 1-9 seats	\$ 21,247	\$ 21,247	\$ 21,247	\$ 21,247	\$ 21,247
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 10-24 seats	\$ 12,929	\$ 12,929	\$ 12,929	\$ 12,929	\$ 12,929
Legacy Client Core Research Advisor Conversion to Core Connect Advisor 25+ seats	\$ 11,274	\$ 11,274	\$ 11,274	\$ 11,274	\$ 11,274
Legacy Client Core Research Reference Conversion to Core Connect Reference 1-9 seats	\$ 13,741	\$ 13,741	\$ 13,741	\$ 13,741	\$ 13,741
Legacy Client Core Research Reference Conversion to Core Connect Reference 10-24 seats	\$ 10,722	\$ 10,722	\$ 10,722	\$ 10,722	\$ 10,722
Legacy Client Core Research Reference Conversion to Core Connect Reference 25+ seats	\$ 7,995	\$ 7,995	\$ 7,995	\$ 7,995	\$ 7,995
GARTNER FOR IT LEADERS (GITL)					
GITL Reference single-member	\$ 21,257	\$ 21,257	\$ 21,257	\$ 21,257	\$ 21,257
GITL Reference multi-member	\$ 13,543	\$ 13,543	\$ 13,543	\$ 13,543	\$ 13,543
GITL Advisor single-member	\$ 31,574	\$ 31,574	\$ 31,574	\$ 31,574	\$ 31,574
GITL Advisor multi-member	\$ 23,849	\$ 23,849	\$ 23,849	\$ 23,849	\$ 23,849
GARTNER FOR IT LEADERS (GITL) WORKGROUP CROSS FUNCTION					
GITL Advisor Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	\$ 64,459	\$ 64,459	\$ 64,459	\$ 64,459	\$ 64,459
GITL Advisor Workgroup Cross Function: 1 Advisor & 4 Workgroup Members	\$ 78,231	\$ 78,231	\$ 78,231	\$ 78,231	\$ 78,231
GITL Advisor Workgroup Cross Function: 1 Advisor & 5 Workgroup Members	\$ 92,004	\$ 92,004	\$ 92,004	\$ 92,004	\$ 92,004
GITL Advisor Workgroup Cross Function: 1 Advisor & 6 Workgroup Members	\$ 105,776	\$ 105,776	\$ 105,776	\$ 105,776	\$ 105,776
GITL Advisor Workgroup Cross Function: 1 Advisor & 7 Workgroup Members	\$ 119,548	\$ 119,548	\$ 119,548	\$ 119,548	\$ 119,548
GITL Advisor Workgroup Cross Function: 1 Advisor & 8 Workgroup Members	\$ 133,321	\$ 133,321	\$ 133,321	\$ 133,321	\$ 133,321
GITL Advisor Workgroup Cross Function: 1 Advisor & 9 Workgroup Members	\$ 147,083	\$ 147,083	\$ 147,083	\$ 147,083	\$ 147,083
GITL Advisor Workgroup Cross Function: 1 Advisor & 10 Workgroup Members	\$ 160,855	\$ 160,855	\$ 160,855	\$ 160,855	\$ 160,855
GARTNER FOR IT LEADERS (GITL) WORKGROUP ROLE					
GITL Advisor Workgroup Role: 1 Advisor & 3 Workgroup Members	\$ 48,792	\$ 48,792	\$ 48,792	\$ 48,792	\$ 48,792
GITL Advisor Workgroup Role: 1 Advisor & 4 Workgroup Members	\$ 57,338	\$ 57,338	\$ 57,338	\$ 57,338	\$ 57,338

GITL Advisor Workgroup Role: 1 Advisor & 5 Workgroup Members	\$ 65,885	\$ 65,885	\$ 65,885	\$ 65,885	\$ 65,885
GITL Advisor Workgroup Role: 1 Advisor & 6 Workgroup Members	\$ 74,432	\$ 74,432	\$ 74,432	\$ 74,432	\$ 74,432
GITL Advisor Workgroup Role: 1 Advisor & 7 Workgroup Members	\$ 82,989	\$ 82,989	\$ 82,989	\$ 82,989	\$ 82,989
GITL Advisor Workgroup Role: 1 Advisor & 8 Workgroup Members	\$ 91,535	\$ 91,535	\$ 91,535	\$ 91,535	\$ 91,535
GITL Advisor Workgroup Role: 1 Advisor & 9 Workgroup Members	\$ 100,082	\$ 100,082	\$ 100,082	\$ 100,082	\$ 100,082
GITL Advisor Workgroup Role: 1 Advisor & 10 Workgroup Members	\$ 108,628	\$ 108,628	\$ 108,628	\$ 108,628	\$ 108,628
GARTNER FOR IT LEADERS (GITL) WORKGROUP ESSENTIALS					
GITL Advisor Workgroup Essentials: 1 Advisor & 3 Workgroup Members	\$ 43,753	\$ 43,753	\$ 43,753	\$ 43,753	\$ 43,753
GITL Advisor Workgroup Essentials: 1 Advisor & 4 Workgroup Members	\$ 50,624	\$ 50,624	\$ 50,624	\$ 50,624	\$ 50,624
GITL Advisor Workgroup Essentials: 1 Advisor & 5 Workgroup Members	\$ 57,494	\$ 57,494	\$ 57,494	\$ 57,494	\$ 57,494
GITL Advisor Workgroup Essentials: 1 Advisor & 6 Workgroup Members	\$ 64,365	\$ 64,365	\$ 64,365	\$ 64,365	\$ 64,365
GITL Advisor Workgroup Essentials: 1 Advisor & 7 Workgroup Members	\$ 71,236	\$ 71,236	\$ 71,236	\$ 71,236	\$ 71,236
GITL Advisor Workgroup Essentials: 1 Advisor & 8 Workgroup Members	\$ 78,106	\$ 78,106	\$ 78,106	\$ 78,106	\$ 78,106
GITL Advisor Workgroup Essentials: 1 Advisor & 9 Workgroup Members	\$ 84,977	\$ 84,977	\$ 84,977	\$ 84,977	\$ 84,977
GITL Advisor Workgroup Essentials: 1 Advisor & 10 Workgroup Members	\$ 91,847	\$ 91,847	\$ 91,847	\$ 91,847	\$ 91,847
GARTNER FOR IT LEADERS (GITL) WORKGROUP - Renewal ONLY					
GITL Advisor Workgroup: 1 Advisor & 3 Workgroup Members	\$ 41,473	\$ 41,473	\$ 41,473	\$ 41,473	\$ 41,473
GITL Advisor Workgroup: 1 Advisor & 4 Workgroup Members	\$ 47,032	\$ 47,032	\$ 47,032	\$ 47,032	\$ 47,032
GITL Advisor Workgroup: 1 Advisor & 5 Workgroup Members	\$ 52,591	\$ 52,591	\$ 52,591	\$ 52,591	\$ 52,591
GITL Advisor Workgroup: 1 Advisor & 6 Workgroup Members	\$ 58,150	\$ 58,150	\$ 58,150	\$ 58,150	\$ 58,150
GITL Advisor Workgroup: 1 Advisor & 7 Workgroup Members	\$ 63,699	\$ 63,699	\$ 63,699	\$ 63,699	\$ 63,699
GITL Advisor Workgroup: 1 Advisor & 8 Workgroup Members	\$ 69,258	\$ 69,258	\$ 69,258	\$ 69,258	\$ 69,258
GITL Advisor Workgroup: 1 Advisor & 9 Workgroup Members	\$ 74,796	\$ 74,796	\$ 74,796	\$ 74,796	\$ 74,796
GITL Advisor Workgroup: 1 Advisor & 10 Workgroup Members	\$ 80,355	\$ 80,355	\$ 80,355	\$ 80,355	\$ 80,355
INDUSTRY ADVISORY SERVICE (IAS-G)					
IAS-G Reference single-member	\$ 29,564	\$ 29,564	\$ 29,564	\$ 29,564	\$ 29,564
IAS-G Reference multi-member	\$ 20,820	\$ 20,820	\$ 20,820	\$ 20,820	\$ 20,820
IAS-G Advisor single member	\$ 43,826	\$ 43,826	\$ 43,826	\$ 43,826	\$ 43,826
IAS-G Advisor multi member	\$ 35,082	\$ 35,082	\$ 35,082	\$ 35,082	\$ 35,082
IAS-G Advisor Add-on to IT Executives or Enterprise IT Leaders	\$ 10,306	\$ 10,306	\$ 10,306	\$ 10,306	\$ 10,306
INDUSTRY ADVISORY SERVICE WORKGROUP (IAS-G)					
IAS-G Advisor Workgroup: 1 Advisor & 3 Workgroup Members	\$ 51,946	\$ 51,946	\$ 51,946	\$ 51,946	\$ 51,946
IAS-G Advisor Workgroup: 1 Advisor & 4 Workgroup Members	\$ 57,567	\$ 57,567	\$ 57,567	\$ 57,567	\$ 57,567
IAS-G Advisor Workgroup: 1 Advisor & 5 Workgroup Members	\$ 63,189	\$ 63,189	\$ 63,189	\$ 63,189	\$ 63,189
IAS-G Advisor Workgroup: 1 Advisor & 6 Workgroup Members	\$ 68,810	\$ 68,810	\$ 68,810	\$ 68,810	\$ 68,810
IAS-G Advisor Workgroup: 1 Advisor & 7 Workgroup Members	\$ 74,432	\$ 74,432	\$ 74,432	\$ 74,432	\$ 74,432
IAS-G Advisor Workgroup: 1 Advisor & 8 Workgroup Members	\$ 80,053	\$ 80,053	\$ 80,053	\$ 80,053	\$ 80,053
IAS-G Advisor Workgroup: 1 Advisor & 9 Workgroup Members	\$ 85,674	\$ 85,674	\$ 85,674	\$ 85,674	\$ 85,674
IAS-G Advisor Workgroup: 1 Advisor & 10 Workgroup Members	\$ 91,296	\$ 91,296	\$ 91,296	\$ 91,296	\$ 91,296
IT EXECUTIVE PORTFOLIO					
IT Executives CIO Signature	\$ 83,894	\$ 83,894	\$ 83,894	\$ 83,894	\$ 83,894
IT Executives CIO single member	\$ 75,868	\$ 75,868	\$ 75,868	\$ 75,868	\$ 75,868
IT Executives CIO multi-member	\$ 67,342	\$ 67,342	\$ 67,342	\$ 67,342	\$ 67,342
IT Executive Essentials single-member	\$ 50,738	\$ 50,738	\$ 50,738	\$ 50,738	\$ 50,738
IT Executive Essentials multi-member	\$ 45,388	\$ 45,388	\$ 45,388	\$ 45,388	\$ 45,388
CIO Academy Classic North America for IT Executives Programs Member	TBD	TBD	TBD	TBD	TBD
CIO Academy Classic North America	TBD	TBD	TBD	TBD	TBD

IT Executives Delegate Add-on *	\$ 35,613	\$ 35,613	\$ 35,613	\$ 35,613	\$ 35,613
IT Executive 2 Meetings Add-on *	\$ 13,304	\$ 13,304	\$ 13,304	\$ 13,304	\$ 13,304
* Check with Sales representative for availability					
ENTERPRISE IT LEADERS (EITL)					
EITL single-member **	\$ 56,141	\$ 56,141	\$ 56,141	\$ 56,141	\$ 56,141
EITL multi-member **	\$ 46,689	\$ 46,689	\$ 46,689	\$ 46,689	\$ 46,689
** Choose one: Applications (SAP), Enterprise Architecture, Infrastructure & Operations, Security & Risk Management, or Sourcing & Procurement					
ENTERPRISE IT LEADERS (EITL) WORKGROUP CROSS FUNCTION					
EITL Workgroup Cross Function: 1 EITL Member & 3 Workgroup Members	\$ 86,632	\$ 86,632	\$ 86,632	\$ 86,632	\$ 86,632
EITL Workgroup Cross Function: 1 EITL Member & 4 Workgroup Members	\$ 100,404	\$ 100,404	\$ 100,404	\$ 100,404	\$ 100,404
EITL Workgroup Cross Function: 1 EITL Member & 5 Workgroup Members	\$ 114,177	\$ 114,177	\$ 114,177	\$ 114,177	\$ 114,177
EITL Workgroup Cross Function: 1 EITL Member & 6 Workgroup Members	\$ 127,949	\$ 127,949	\$ 127,949	\$ 127,949	\$ 127,949
EITL Workgroup Cross Function: 1 EITL Member & 7 Workgroup Members	\$ 141,722	\$ 141,722	\$ 141,722	\$ 141,722	\$ 141,722
EITL Workgroup Cross Function: 1 EITL Member & 8 Workgroup Members	\$ 155,494	\$ 155,494	\$ 155,494	\$ 155,494	\$ 155,494
EITL Workgroup Cross Function: 1 EITL Member & 9 Workgroup Members	\$ 169,256	\$ 169,256	\$ 169,256	\$ 169,256	\$ 169,256
EITL Workgroup Cross Function: 1 EITL Member & 10 Workgroup Members	\$ 183,029	\$ 183,029	\$ 183,029	\$ 183,029	\$ 183,029
ENTERPRISE IT LEADERS (EITL) WORKGROUP ROLE					
EITL Workgroup Role: 1 EITL Member & 3 Workgroup Members	\$ 70,965	\$ 70,965	\$ 70,965	\$ 70,965	\$ 70,965
EITL Workgroup Role: 1 EITL Member & 4 Workgroup Members	\$ 79,512	\$ 79,512	\$ 79,512	\$ 79,512	\$ 79,512
EITL Workgroup Role: 1 EITL Member & 5 Workgroup Members	\$ 88,058	\$ 88,058	\$ 88,058	\$ 88,058	\$ 88,058
EITL Workgroup Role: 1 EITL Member & 6 Workgroup Members	\$ 96,605	\$ 96,605	\$ 96,605	\$ 96,605	\$ 96,605
EITL Workgroup Role: 1 EITL Member & 7 Workgroup Members	\$ 105,162	\$ 105,162	\$ 105,162	\$ 105,162	\$ 105,162
EITL Workgroup Role: 1 EITL Member & 8 Workgroup Members	\$ 113,708	\$ 113,708	\$ 113,708	\$ 113,708	\$ 113,708
EITL Workgroup Role: 1 EITL Member & 9 Workgroup Members	\$ 122,255	\$ 122,255	\$ 122,255	\$ 122,255	\$ 122,255
EITL Workgroup Role: 1 EITL Member & 10 Workgroup Members	\$ 130,802	\$ 130,802	\$ 130,802	\$ 130,802	\$ 130,802
ENTERPRISE IT LEADERS (EITL) WORKGROUP ESSENTIALS					
EITL Workgroup Essentials: 1 EITL Member & 3 Workgroup Members	\$ 65,937	\$ 65,937	\$ 65,937	\$ 65,937	\$ 65,937
EITL Workgroup Essentials: 1 EITL Member & 4 Workgroup Members	\$ 72,797	\$ 72,797	\$ 72,797	\$ 72,797	\$ 72,797
EITL Workgroup Essentials: 1 EITL Member & 5 Workgroup Members	\$ 79,668	\$ 79,668	\$ 79,668	\$ 79,668	\$ 79,668
EITL Workgroup Essentials: 1 EITL Member & 6 Workgroup Members	\$ 86,538	\$ 86,538	\$ 86,538	\$ 86,538	\$ 86,538
EITL Workgroup Essentials: 1 EITL Member & 7 Workgroup Members	\$ 93,409	\$ 93,409	\$ 93,409	\$ 93,409	\$ 93,409
EITL Workgroup Essentials: 1 EITL Member & 8 Workgroup Members	\$ 100,280	\$ 100,280	\$ 100,280	\$ 100,280	\$ 100,280
EITL Workgroup Essentials: 1 EITL Member & 9 Workgroup Members	\$ 107,150	\$ 107,150	\$ 107,150	\$ 107,150	\$ 107,150
EITL Workgroup Essentials: 1 EITL Member & 10 Workgroup Members	\$ 114,021	\$ 114,021	\$ 114,021	\$ 114,021	\$ 114,021
ENTERPRISE IT LEADERS (EITL) WORKGROUP - Renewal ONLY					
EITL Workgroup - 1 EITL Member and 3 workgroup members	\$ 63,334	\$ 63,334	\$ 63,334	\$ 63,334	\$ 63,334
EITL Workgroup - 1 EITL Member and 4 workgroup members	\$ 68,893	\$ 68,893	\$ 68,893	\$ 68,893	\$ 68,893
EITL Workgroup - 1 EITL Member and 5 workgroup members	\$ 74,442	\$ 74,442	\$ 74,442	\$ 74,442	\$ 74,442
EITL Workgroup - 1 EITL Member and 6 workgroup members	\$ 80,001	\$ 80,001	\$ 80,001	\$ 80,001	\$ 80,001
EITL Workgroup - 1 EITL Member and 7 workgroup members	\$ 85,549	\$ 85,549	\$ 85,549	\$ 85,549	\$ 85,549
EITL Workgroup - 1 EITL Member and 8 workgroup members	\$ 91,108	\$ 91,108	\$ 91,108	\$ 91,108	\$ 91,108
EITL Workgroup - 1 EITL Member and 9 workgroup members	\$ 96,657	\$ 96,657	\$ 96,657	\$ 96,657	\$ 96,657
EITL Workgroup - 1 EITL Member and 10 workgroup members	\$ 102,226	\$ 102,226	\$ 102,226	\$ 102,226	\$ 102,226
GARTNER FOR IT ASSOCIATES ***					
Gartner for IT Associates 100 documents *	\$ 17,697	\$ 17,697	\$ 17,697	\$ 17,697	\$ 17,697
Gartner for IT Associates 200 documents	\$ 35,394	\$ 35,394	\$ 35,394	\$ 35,394	\$ 35,394

Gartner for IT Associates 300 documents	\$ 53,091	\$ 53,091	\$ 53,091	\$ 53,091	\$ 53,091
Gartner for IT Associates 400 documents	\$ 70,788	\$ 70,788	\$ 70,788	\$ 70,788	\$ 70,788
Gartner for IT Associates 500 documents	\$ 88,485	\$ 88,485	\$ 88,485	\$ 88,485	\$ 88,485
Gartner for IT Associates 500+ documents	Contact Sales Rep				
* Check with Sales representative for availability					
*** Purchasing terms and conditions apply					
IT NEWS and INSIGHTS					
IT News and Insights - per seat	\$ 521	\$ 521	\$ 521	\$ 521	\$ 521
STRATEGIC ADVISORY SERVICES (SAS)					
SAS Worldwide Client - Internal Use of Analyst Time	\$ 13,013	\$ 13,013	\$ 13,013	\$ 13,013	\$ 13,013
SAS Worldwide Client - Remote Advisory Engagement	\$ 6,558	\$ 6,558	\$ 6,558	\$ 6,558	\$ 6,558
SAS Worldwide Client - External Speaking Engagement	\$ 21,132	\$ 21,132	\$ 21,132	\$ 21,132	\$ 21,132
EVENTS					
2011 Symposium Ticket	\$ 3,014	\$ 3,014	\$ 3,014	\$ 3,014	\$ 3,014
2011 Themed Summit Ticket	\$ 1,973	\$ 1,973	\$ 1,973	\$ 1,973	\$ 1,973
Non-Profit Higher Ed Institutions ONLY					
Higher Education - Core Research Add-on Seats - Reference 1-9 users	\$ 11,347	\$ 11,347	\$ 11,347	\$ 11,347	\$ 11,347
Higher Education - Core Research Add-on Seats - Reference 10-24 users	\$ 8,432	\$ 8,432	\$ 8,432	\$ 8,432	\$ 8,432
Higher Education - Core Research Add-on Seats - Advisor 1-9 users	\$ 19,259	\$ 19,259	\$ 19,259	\$ 19,259	\$ 19,259
Higher Education - Core Research Add-on Seats - Advisor 10-24 users	\$ 10,722	\$ 10,722	\$ 10,722	\$ 10,722	\$ 10,722
Higher Education - Core Research Campus Level Reference <4,999 FTE	\$ 19,259	\$ 19,259	\$ 19,259	\$ 19,259	\$ 19,259
Higher Education - Core Research Campus Level Reference 5,000-9,999 FTE	\$ 38,517	\$ 38,517	\$ 38,517	\$ 38,517	\$ 38,517
Higher Education - Core Research Campus Level Reference 10,000-24,999 FTE	\$ 57,880	\$ 57,880	\$ 57,880	\$ 57,880	\$ 57,880
Higher Education - Core Research Campus Level Reference 25,000+ FTE	\$ 77,138	\$ 77,138	\$ 77,138	\$ 77,138	\$ 77,138
Higher Education - Core Research Campus Level Reference - Community Colleges ONLY	\$ 19,259	\$ 19,259	\$ 19,259	\$ 19,259	\$ 19,259
BURTON IT1 ***					
Gartner for Technical Professionals Department ***					
Gartner for Technical Professionals Department Advisor	\$ 96,709	\$ 96,709	\$ 96,709	\$ 96,709	\$ 96,709
Gartner for Technical Professionals Department Reference	\$ 65,167	\$ 65,167	\$ 65,167	\$ 65,167	\$ 65,167
*** Purchasing terms and conditions apply					
Gartner for Technical Professionals for Small and Mid Size Government Agency - LIMITED AVAILABILITY ****					
Gartner for Technical Professionals Advisor for Agency with up to 4,000 Employees	\$ 48,927	\$ 48,927	\$ 48,927	\$ 48,927	\$ 48,927
Gartner for Technical Professionals Reference for Agency with up to 4,000 Employees	\$ 32,583	\$ 32,583	\$ 32,583	\$ 32,583	\$ 32,583
**** Check with Sales representative for availability. Purchasing terms and conditions apply					

¹ Pricing for Yr 2 through Yr 5 are for illustrative purposes.

² 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.

³ The pricing for each year is based on GSA or Gartner SLG Price plus an IFA fee of 2%, eVA Vendor Supplier Transaction fee of 1%, and eVA Ordering Agency Transaction fee of 1.1%

Labor Description	Yr 1 Hourly Rate	Yr 2 Hourly Rate	Yr 3 Hourly Rate	Yr 4 Hourly Rate	Yr 5 Hourly Rate
Associate Consultant	\$ 184	\$ 184	\$ 184	\$ 184	\$ 184
Consultant	\$ 257	\$ 257	\$ 257	\$ 257	\$ 257
Sr. Consultant	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350
Associate Director	\$ 437	\$ 437	\$ 437	\$ 437	\$ 437
Director	\$ 509	\$ 509	\$ 509	\$ 509	\$ 509
Vice President	\$ 607	\$ 607	\$ 607	\$ 607	\$ 607

**Supplier may fill in additional labor descriptions.*

**The rates indicated in the hourly rate columns are a "not-to-exceed" price.*

EXHIBIT E: 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 or 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 F- LICENSE AGREEMENT ADDENDUM

The Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and _____ ("Supplier"), a business incorporated in _____, F.E.I.N. _____, having its principal place of business at _____, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract ("_____") provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contract and together shall govern the use of any and all ___(name of)___ Software licensed by the Commonwealth under this agreement whether or not specifically referenced in the order document.

Supplier represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

This contract is executed by VITA on behalf of all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and hereinafter referred to as "Authorized Users."

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license granted by Supplier shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, such license shall be held by that public body.

As used herein, the term "contract" shall mean the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "Customer," "You," and/or "you," as used in the contract, shall mean, as applicable, VITA, the Commonwealth, any Authorized User, or any of their officers, directors, agents or employees.

Supplier's standard form contract is, with the exceptions noted herein, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract, none of the following shall have any effect or be enforceable against VITA, the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by VITA, the Commonwealth, any Authorized User, or their officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by §2.2-4347 et seq. of the Code of Virginia;
4. Requiring the Commonwealth, VITA, or any Authorized User to maintain any type of insurance either for the benefit of the Commonwealth, VITA, or such Authorized User or for Supplier's benefit;
5. Granting Supplier a security interest in property of the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents;
6. Requiring the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Code of Virginia §8.01 et seq.);

8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents is a named party;
9. Binding the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with §2.2-4363 et seq. of the Code of Virginia;
12. Permitting Supplier to access any Commonwealth or Authorized User records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the Commonwealth or any Authorized User except for Supplier's own internal administrative purposes;
14. Requiring the Commonwealth, VITA, or any Authorized User to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of VITA to bestow or incur on behalf of the Commonwealth of Virginia..
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of VITA or any Authorized User;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of VITA except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with the contractual provisions at the following URL, which are mandatory provisions, required by law or by VITA, that are hereby incorporated by reference:
<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>
The terms and conditions in documents posted to the aforementioned URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in VITA policy. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically;
20. Not complying with the contractual claims provision §2.2-4363 of the Code of Virginia which is also incorporated by reference;
21. Enforcing 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. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by §59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the Commonwealth waive its sovereign immunity or its immunity under the Eleventh Amendment;
24. Requiring that the Commonwealth, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;

25. Requiring or construing that any provision in this contract conveys any rights or interest in Commonwealth or Authorized User data to Supplier;
26. Requiring the use of foreign currency. The currency which shall be used for this contract is United States Dollars. Any claim which may arise hereunder shall be settled in United States Dollars;
27. Obligating the Commonwealth beyond approved and appropriated funding. All payment obligations under this contract are subject to the availability of federal, state, and/or local appropriations for this purpose. In the event of non-appropriation of funds for the items under this contract, VITA may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
28. Permitting unilateral modification of the contract by Supplier;
29. Permitting termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
30. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
31. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
32. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of VITA before the contract is considered in effect;
33. Delaying the acceptance of the contract or its effective date beyond the date of execution;
34. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
35. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides to any Authorized User an update or upgrade subject to additional payment, such Authorized User shall have the right to reject such update or upgrade;
36. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the Commonwealth, VITA, or any Authorized User to receive or maintain the benefits of Supplier's indemnification of the Commonwealth, VITA, or such Authorized User against any claims of infringement on any third-party intellectual property rights;
37. Prohibiting the Commonwealth, VITA, or any Authorized User from transferring or assigning to any entity the contract or any license to Software pursuant to the contract;
38. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of VITA or any Authorized User;

The parties further agree as follows:

39. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to all Authorized Users the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
40. Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful

conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

41. Any Authorized User may rely on independent contractors, acting on behalf of such Authorized User, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties' from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, contractor, or subcontractor of an Authorized User during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.
42. Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by the appropriate Authorized User and shall be reimbursed at the then-current per diem rates published by the Virginia Department of Accounts.
43. An Authorized User may require that Supplier personnel submit to a criminal background check prior to performance of any services under this contract.

This contract, consisting of this VITA addendum and the Supplier's standard form contract, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of VITA. Its substantive terms are appropriate to the needs of VITA.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Supplier Name

VITA

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____