



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7
to
Contract Number 071B1300098

CONTRACTOR	GARTNER GROUP INC
	12600 Gateway Blvd.
	Ft. Meyers, FL 33913
	Erol Piskin
	616-920-7179
	Erol.Piskin@gartner.com
	*****9750

STATE	Program Manager	Chad Laidlaw	DTMB
		517-335-1519	
		laidlawc@michigan.gov	
STATE	Contract Administrator	Terry Mead	DTMB
		(517) 284-7035	
		meadt@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Information Tech Research & Advisory Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
November 1, 2010	October 31, 2013	2 - 1 Year	November 1, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,255,490.00		\$ 500,000.00	\$2,755,490.00	

DESCRIPTION: Effective 9/14/2016, this Contract is INCREASED by \$500,000.00. This addition represents dollars that were approved for use on this Contract on change notice 4, dated September 12, 2014 and approved by the State Ad Board on September 11, 2014. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6
 to
CONTRACT NO. 071B1300098
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Gartner, Inc. 12600 Gateway Blvd. Ft. Myers, FL 33913	Erol Piskin	Erol.Piskin@gartner.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(616) 920-7179	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Chad Laidlaw	517-335-1519	laidlawc@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Terry Mead	517-284-7035	meadt@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Information Technology Research and Advisory Services (IT-RAS) for DTMB			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 1, 2010	October 31, 2013	2, one year	October 31, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 30 Days	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1 year	November 1, 2016
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$1,774,390.00		\$481,200.00	\$2,255,590.00	

DESCRIPTION:
 This contract is hereby extended to November 1, 2016, per Resolution 2015-1, with the addition of \$481,200.00. This request is for FY16 Licenses and Service Agreement and defined areas of consulting services. All other terms, conditions, pricing and specifications remain the same. Per the approval of the Chief Technology Officer office and DTMB Procurement.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B1300098
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Gartner, Inc. 12600 Gateway Blvd. Ft. Myers, FL 33913	Erol Piskin	Erol.Piskin@gartner.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(616) 920-7179	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Information Technology Research and Advisory Services (IT-RAS) for DTMB			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 1, 2010	October 31, 2013	2, one year	October 31, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 30 Days	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$1,774,390.00		\$0.00	\$1,774,390.00	

DESCRIPTION:
 Effective November 1, 2014 this contract is amended with a new pricing schedule.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

Phillip A. Cummings
Sr. Director, Government Contracts

4601 North Fairfax Drive - 8th Floor
Arlington, VA 22203
www.gartner.com

Telephone: (703) 387-5619
Fax: 1-800-448-3597
Phillip.Cummings@gartner.com

Gartner.

12 September 2014

Michigan Department of Technology Management and Budget
530 West Allegan
Lansing, MI 48933
Attention: Ms. Christine L. Mitchell - Buyer
(517) 284-7020

Subject: Refereshed Pricing Submission

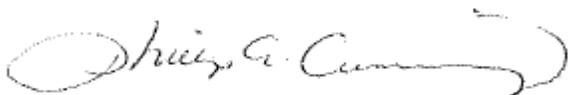
Reference: Contract No. 071B1300098

Dear Ms. Mitchell:

Gartner Inc. (Gartner) is forwarding this communication and the subject Attachment entitled "Pricing Schedule" to update our product price list for the subject contractual agreement. The refreshed pricing has an effective date of 01 November 2014.

Should you have questions regarding the contents of this submission please feel free to contact the Gartner Account Executive for the State of Michigan Erol Piskin at (616) 920-7179 or you may contact the undersigned at the address or number listed in the letterhead or via email at phillip.cummings@gartner.com

Respectfully submitted,



Phillip A. Cummings
Senior Director, State & Local Government Contracts
Enclosure(s) as stated

STATE OF MICHIGAN

Price List for Contract 071B1300098

All prices listed herein are valid for purchase orders received November 1, 2014 to October 31, 2015.

RESEARCH AND ADVISORY SERVICES	STATE COST
Executive Programs Individual Solutions	
Member single-user	78,900
Member multi-user	70,100
Member Basic single-user	53,900
Member Basic multi-user	48,200
Two Meetings Add-on ⁴	14,100
Executive Programs Leadership Team ¹	
Leader	71,600
Partner	58,600
Delegate	37,500
Advisor	28,000
Cross Function	20,200
Role	14,400
Enterprise IT Leadership Team ²	
Leader	49,700
Advisor	25,600
Cross Function	15,600
Role	9,500
Essentials	7,400
Enterprise IT Leaders	
Enterprise IT Leaders single-user	59,300
Enterprise IT Leaders multi-user	49,700
IT Leadership Team ²	
Leader	25,600
Advisor	25,600
Cross Function	15,600
Role	9,500
Essentials	7,400
Gartner for IT Leaders	
Reference single-user	24,300
Reference multi-user	15,000
Advisor single-user	34,800
Advisor multi-user	25,600

RESEARCH AND ADVISORY SERVICES	STATE COST
Gartner For Technical Professionals^{3,5}	
GTP Department Advisor	98,600
GTP Department Reference	66,400
GTP Advisor for Agency size 4,000 to 12,000 Employees	98,600
GTP Reference for Agency size 4,000 to 12,000 Employees	66,400
GTP Advisor for SMB Agency size 4,000 or less Employees	49,900
GTP Reference for SMB Agency size 4,000 or less Employees	33,200
Gartner Technology Planner	
Technical Planner	98,600
Technical Planner Essentials - Three Modules	83,400
Technical Planner Essentials - Two Modules	63,900
Technical Planner Essentials - One Module	39,100
Gartner Technology Planner SMB⁵	
Technical Planner SMB	49,900
Technical Planner Essentials SMB - Three Modules	42,200
Technical Planner Essentials SMB - Two Modules	32,300
Technical Planner Essentials SMB - One Module	19,800
IT News and Insight	540
Strategic Advisory Services	
Client Remote Advisory Engagement	6,700
Client Internal Use of Analyst Time	13,300
Client External Speaking Engagement	21,500
Events - North America⁶	
2014 Symposium Ticket	3,295
2014 Themed Summit Ticket	2,050
2014 Catalyst Conference Ticket	2,050
2015 Symposium Ticket	TBD
2015 Themed Summit Ticket	TBD
2015 Catalyst Conference Ticket	TBD
IT Executive Portfolio - RENEWAL ONLY⁷	
IT Executives CIO Signature	87,800
IT Executives CIO single-user	80,500
IT Executives CIO multi-user	71,600
IT Executives CIO Essentials single-user	53,900
IT Executives CIO Essentials multi-user	48,200

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RECEIVED
OTMB PROCUREMENT
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RESEARCH AND ADVISORY SERVICES	STATE COST
NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY ³	
Higher Education - Core Research Campus Level Reference <4,999 FTE	19,700
Higher Education - Core Research Campus Level Reference 5,000-9,999 FTE	39,400
Higher Education - Core Research Campus Level Reference 10,000-24,999 FTE	59,100
Higher Education - Core Research Campus Level Reference 25,000+ FTE	78,800
Higher Education - Core Research Campus Level Reference - Community Colleges ONLY	19,700
Higher Education - Gartner for Technical Professional Advisor Campus for IT Staff only ³	49,900
Higher Education - Gartner for Technical Professional Reference Campus for IT Staff only ³	33,200

"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 Executive Programs Leadership Team must consist of one Leader and three (3) to ten (10) Team Members. A maximum of one Leader per Team. A Team with one Leader and less than three (3) Team Members is permissible so long as one of the Team Member is a Delegate or Partner. All Team Member licenses must be coterminous with the Leader license. Executive Programs Leadership Team with Industry pricing is for one industry and all licenses in an Executive Programs Leadership Team with Industry must purchase access to the same industry.

² Each Team must consist of one Leader and three (3) to ten (10) Team Members. A maximum of one Leader per Team. All Team Member licenses must be coterminous with the Leader license. Industry Advisory Services Team pricing is for one industry and all licenses in an Industry Advisory Services Team must purchase access to the same industry.

³ Purchasing prerequisite and/or eligibility requirements applies. Check with Sales representatives before purchasing.

⁴ Limited availability. Check with Sales Representative before purchasing.

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 Event tickets for 2014 are available for purchase orders received on or before December 31, 2014. Pricing for 2015 Event tickets will be provided once it becomes available; Client may also check Gartner.com website for public sector pricing applicable at the time of ordering.

⁷ IT Executives Portfolio renewal services are only available to eligible license holders who purchased the service listed on or before June 30, 2014 and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering.

Gartner reserves the right to refresh its pricing and product offerings on an annual basis. The refreshed pricing and product offering(s) will be provided to the Client in writing and will become effective within 7 days of submission by Gartner and/or upon the Agreement's annual renewal date.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B1300098
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Gartner, Inc. 12600 Gateway Blvd. Ft. Myers, FL 33913	Erol Piskin	Erol.Piskin@gartner.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 920-7179	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Information Technology Research and Advisory Services (IT-RAS) for DTMB			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 1, 2010	October 31, 2013	2, one year	October 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>		10/31/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$200,000.00		\$1,774,390.00		
Effective 9/12/2014, an option year extension is hereby exercised and the contract increased by \$200,000.00, per the attached Statement of Work for subscription fees only. An additional \$500,000.00 will be added as associated Statements of Work are approved for specific projects. This is allowable per the existing contract terms. All other terms, conditions pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.				

Gartner, Inc. Service Agreement for State of Michigan-DTMB, MI (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 (“Gartner”) and Client of 530 West Allegan St., Lansing, MI 48913, and includes the terms and conditions of the State of Michigan Master Contract Agreement # 071B1300098 between the State of Michigan Department of Technology, Management, & Budget and Gartner dated November 1, 2013 and which is valid through October 31, 2014 (“Client”), and includes the Master Client Agreement between Gartner and Client dated November 1, 2013 the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

I. DEFINITIONS AND ORDER SCHEDULE:

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

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

<u>Service Name</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee \$</u>	<u>Total Fee \$</u>
Gartner for IT Executives CIO	Member	1	Rod Davenport	10/1/14	9/30/15	69,500	69,500
Gartner for IT Leaders Work Group	Role Leader	1	Cindy Turben	10/1/14	9/30/15	24,900	24,900
Gartner for IT Leaders	Reference	1	Jack Harris	10/1/14	9/30/15	14,600	14,600
Gartner for IT Leaders	Reference	1	Tiziana Galeazzi	10/1/14	9/30/15	14,600	14,600
Gartner for IT Leaders Work Group	Role	1	Shawn Bauman	10/1/14	9/30/15	9,200	9,200
Gartner for IT Leaders Work Group	Role	1	Rob Surber	10/1/14	9/30/15	9,200	9,200
Gartner for IT Leaders Work Group	Role	1	Eric Swanson	10/1/14	9/30/15	9,200	9,200
Gartner for IT Leaders Work Group	Role	1	Vicki McPherson	10/1/14	9/30/15	9,200	9,200
Gartner for Technical Professionals	Advisor-SMB Enterprise Access	1	All IT Professionals within DTMB	10/1/14	9/30/15	48,400	48,400
				Total Services:	(Excluding applicable sales tax)		208,800

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B1300098
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Gartner, Inc. 12600 Gateway Blvd. Ft. Myers, FL 33913	Erol Piskin	Erol.Piskin@gartner.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 920-7179	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Information Technology Research and Advisory Services (IT-RAS) for DTMB			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 1, 2010	October 31, 2013	2, one year	October 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$59,120.00		\$1,574,390.00		
Effective immediately, this contract is hereby increased by \$59,120.00, per the attached Statement of Work and vendor change order. This is allowable per the existing contract terms. All other terms, conditions pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.				



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK**

Project Title: CHANGE ORDER – State of Michigan DTMB Mobility Strategy	Period of Coverage: 01-15-2014 through 06-30-2014
Requesting Department: DTMB-IT	Date: 04-01-2014
Agency Project Manager: Ivy Anderson	Phone: 1-312-526-0264
DTMB Project Manager: Tiziana Galeazzi	Phone: 517-383-3878

BACKGROUND: This Change Order modifies the existing agreement between Gartner and State of Michigan Department of Technology Management & Budget on the DTMB Mobility Strategy and Quick Wins project by increasing the number of Quick Wins for which Gartner is providing due diligence from one to four, and by increasing the Gartner team participation in executing the communications plan. This Change Order is entered into pursuant to section “Fees, Assumptions, and Contract” of the Statement of Work between Gartner, Inc. and State of Michigan Department of Technology Management & Budget dated 10 January 2014 (“SOW”) regarding Mobility Strategy Development. This Change Order constitutes an amendment to the SOW and is incorporated into the SOW by this reference. All other terms in the SOW shall remain unchanged and in full effect.

PROJECT OBJECTIVE:

Create a tactical deployment plan for the selected Quick Wins that takes into account their current status.
Increase awareness and understanding of potential financial ramifications and risks due to emerging mobility strategy.
Support expanded communications efforts to ensure widespread awareness, understanding and support of the State’s Mobility Strategy

SCOPE OF WORK:

As a result of the work completed to date, DTMB senior and extended leadership and agency customers have agreed on the importance of a mobility strategy to help transform the way work is performed, and provide new capabilities for employees and citizens. The evolving strategy will impact existing projects or initiatives related to key areas of need, and pending decisions. Developing more detailed tactical deployment plans for the quick wins will tightly integrate the existing initiatives with the emerging strategy, help address potential risks, and increase the ability for the state to achieve the potential benefits of mobility.

There are potentially significant financial ramifications to establishing new mobile services that will present some risk to the state. It is important that DTMB clients understand the ramifications and the potential options to address the risks presented.

Enabling this success requires widespread communication of the strategy, near term initiatives, and longer term plans. Throughout this project, over 100 stakeholders and customers, coming from each of the State’s departments have provided input. Supporting this wider than projected communications effort will assist DTMB in maintaining the energy created by aggregating the mobility efforts into a singular orchestrated and focused strategy.

Task Description

TASKS:

Gartner Responsibilities

- Quick wins – due diligence.
- Meet with relevant DTMB stakeholders and service providers to understand current status of existing

efforts.

- Identify key tasks, critical success factors and risks associated with each Quick Win; recommend risk mitigation approach
- Conduct research to more accurately estimate costs and implementation timelines, leveraging Gartner Research and Consulting SME's. Provide guidance, where available, to DTMB to facilitate procurement efforts.
- Review and validate individual Quick Win Tactical Deployment Plan with relevant DTMB SMEs, and in aggregate with the broader DTMB stakeholders identified by the project team
- Provide review materials for distribution at least three days in advance of meeting collectively with the broader DTMB stakeholders
- Facilitate workshop with DTMB and departmental stakeholders, service definition and financial representatives to review and discuss the financial ramifications of the emerging mobility strategy and their associated risks
 - Discuss potential risk mitigation alternative approaches
 - Document workshop results as an integrated section of Mobility Strategy and Roadmap deliverable
 - Provide workshop materials for distribution at least three days in advance of meeting collectively with the broader DTMB stakeholders
- Support the expanded communications of the Mobility Strategy and Implementation Plan by presenting to DTMB leadership, CSP team, the extended DTMB leadership team, and to Governor Snyder as scheduled.

DTMB Responsibilities

- Ensure stakeholders and service delivery SME's are available as needed to provide current status and plans of existing or planned initiatives
- Participate interactively in Financial Ramifications and Risk Mitigation workshop

DELIVERABLES:

Facilitate workshop with DTMB and departmental stakeholders, service definition and financial representatives to review and discuss the financial ramifications of the emerging mobility strategy and their associated risks
Discuss potential risk mitigation alternative approaches

Document workshop results as an integrated section of Mobility Strategy and Roadmap deliverable
Provide workshop materials for distribution at least three days in advance of meeting collectively with the broader DTMB stakeholders

Support the expanded communications of the Mobility Strategy and Implementation Plan by presenting to DTMB leadership, CSP team, the extended DTMB leadership team, and to Governor Snyder as scheduled.

DTMB Responsibilities

Ensure stakeholders and service delivery SME's are available as needed to provide current status and plans of existing or planned initiatives

Participate interactively in Financial Ramifications and Risk Mitigation workshop

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.

Deliverables for this project include:

ACCEPTANCE CRITERIA:

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

NOTE: Payment can be based upon:

- **Time and Materials**
- **Satisfactory acceptance of each Deliverable**
- **Satisfactory acceptance of each Milestone (major part of the contract)**
- **Satisfactory Final Acceptance at conclusion of the contract.**
- **Optional Provision - The AGENCY may withhold 10 percent from each payment until acceptance by the AGENCY of the final report (or completion of the project, etc.).**
- **All time and materials contracts(hourly based) must submit time sheets with all invoices.**
- **All invoices must include the purchase order number**

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

Milestone Description

Fees Milestone 1: Strategic Intent \$ 60,720

Milestone 2: Target State and Readiness Assessment

\$ 70,835 Milestone 3(a): Quick Wins Tactical Deployment Plan \$ 59,120

Milestone 3: Initiatives & Directional Roadmap

\$ 70,835 Total Fees (Revised) \$261,510

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Ivy Anderson
Managing Partner
Gartner Inc.
200 West Jackson Blvd. Suite 2000
Chicago, IL 60637
1-312-526-0264
Ivy.anderson@gartner.com

The designated DTMB Project Manager is:

Tiziana Galeazzi
Sr. Executive Assistant to CIO
State of Michigan\DTMB
Lewis Cass Building
Lansing MI 48933
517-383-3878
galeazzit@michigan.gov

AGENCY RESPONSIBILITIES:

See TASKS – Gartner Responsibilities

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number _____. This purchase order, statement of work, and the terms and conditions of Contract Number _____ constitute the entire agreement between the State and the Contractor.

A Change Order for
**State of Michigan Department of
Technology Management & Budget**

DTMB Mobility Strategy

3 April 2014

Engagement: 33002243

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Gartner.

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Change Order Overview

This Change Order is entered into pursuant to section "Fees, Assumptions, and Contract" of the Statement of Work between Gartner, Inc. and State of Michigan Department of Technology Management & Budget dated 10 January 2014 ("SOW") regarding Mobility Strategy Development. This Change Order constitutes an amendment to the SOW and is incorporated into the SOW by this reference. All other terms in the SOW shall remain unchanged and in full effect.

Description of Change

This Change Order modifies the existing agreement between Gartner and State of Michigan Department of Technology Management & Budget on the DTMB Mobility Strategy and Quick Wins project by increasing the number of Quick Wins for which Gartner is providing due diligence from one to four, and by increasing the Gartner team participation in executing the communications plan.

Rationale for Change

As a result of the work completed to date, DTMB senior and extended leadership and agency customers have agreed on the importance of a mobility strategy to help transform the way work is performed, and provide new capabilities for employees and citizens. The evolving strategy will impact existing projects or initiatives related to key areas of need, and pending decisions. Developing more detailed tactical deployment plans for the quick wins will tightly integrate the existing initiatives with the emerging strategy, help address potential risks, and increase the ability for the state to achieve the potential benefits of mobility.

There are potentially significant financial ramifications to establishing new mobile services that will present some risk to the state. It is important that DTMB clients understand the ramifications and the potential options to address the risks presented.

Enabling this success requires widespread communication of the strategy, near term initiatives, and longer term plans. Throughout this project, over 100 stakeholders and customers, coming from each of the State's departments have provided input. Supporting this wider than projected communications effort will assist DTMB in maintaining the energy created by aggregating the mobility efforts into a singular orchestrated and focused strategy.

Task Description

Objective

- Create a tactical deployment plan for the selected Quick Wins that takes into account their current status.
- Increase awareness and understanding of potential financial ramifications and risks due to emerging mobility strategy.
- Support expanded communications efforts to ensure widespread awareness, understanding and support of the State's Mobility Strategy.

Activities Performed by Gartner

- Quick Wins Due Diligence

- Meet with relevant DTMB stakeholders and service providers to understand current status of existing efforts
- Identify key tasks, critical success factors, and risks associated with each Quick Win; recommend risk mitigation approach
- Conduct research to more accurately estimate costs and implementation timelines, leveraging Gartner Research and Consulting SME's. Provide guidance, where available, to DTMB to facilitate procurement efforts.
- Review and validate individual Quick Win Tactical Deployment Plan with relevant DTMB SMEs, and in aggregate with the broader DTMB stakeholders identified by the project team
- Provide review materials for distribution at least three days in advance of meeting collectively with the broader DTMB stakeholders
- **Financial Ramifications and Risk Mitigation**
 - Facilitate workshop with DTMB and departmental stakeholders, service definition and financial representatives to review and discuss the financial ramifications of the emerging mobility strategy and their associated risks
 - Discuss potential risk mitigation alternative approaches
 - Document workshop results as an integrated section of Mobility Strategy and Roadmap deliverable
 - Provide workshop materials for distribution at least three days in advance of meeting collectively with the broader DTMB stakeholders
- Support the expanded communications of the Mobility Strategy and Implementation Plan by presenting to DTMB leadership, CSP team, the extended DTMB leadership team, and to Governor Snyder as scheduled.

DTMB Responsibilities

- Ensure stakeholders and service delivery SME's are available as needed to provide current status and plans of existing or planned initiatives
- Participate interactively in Financial Ramifications and Risk Mitigation workshop

Deliverables

- Tactical deployment plans for quick wins (3 additional), anticipated to be 3 to 5 pages, covering the following content:
 - Overview and current status
 - Critical success factors
 - Risks and risk mitigation recommendations
 - High level timeline
- Financial Ramifications and Risk Mitigation workshop results documented in Mobility Strategy and Implementation Roadmap deliverable
- Participation in and presentation materials for communications event with DTMB executive and leadership team, CSP meetings, and meeting with Governor

Time frame:

- 2- 3 week(s) for quick wins
- As scheduled for communications support

Assumptions

- Mobility service stakeholders and service delivery SMEs are available as needed to provide current status and plans
- Current status and existing plan information on Quick Wins are readily available
- Meetings will be scheduled to optimize travel. Gartner support includes two on-site meetings to support these additional activities

Revised Investment and Invoicing Summary

Gartner will conduct the additional Consulting tasks outlined in this Change Order for a firm fixed price of USD \$59,120. Travel and related expenses are included in these fixed fees.

Gartner will invoice these fees above upon the acceptance of the Quick Wins Tactical Deployment Plan. The revised invoicing summary is noted below:

Milestone Description	Fees
Milestone 1: Strategic Intent	\$ 60,720
Milestone 2: Target State and Readiness Assessment	\$ 70,835
Milestone 3(a): Quick Wins Tactical Deployment Plan	\$ 59,120
Milestone 3: Initiatives & Directional Roadmap	\$ 70,835
Total Fees (Revised)	\$261,510

Authorization

SUBMITTED ON BEHALF OF GARTNER, INC.



SIGNATURE

SIGNATURE

Ivy I Anderson, Managing Partner

PRINT NAME AND TITLE

PRINT NAME AND TITLE

3 April 2014

DATE

DATE

AGREED ON BEHALF OF STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY
MANAGEMENT & BUDGET

SIGNATURE

PRINT NAME AND TITLE

DATE

PO NUMBER (IF APPLICABLE)

**Any questions regarding this proposal
should be addressed to:**

**Any questions regarding this Change Order
should be addressed to:**

Ivy I Anderson
Managing Partner
Gartner, Inc.
200 West Jackson Blvd. Suite 2000
Chicago, IL 60637
Telephone: +1 312 526 0264
Facsimile: +1 312 526 0266
Email: ivy.anderson@gartner.com

**This Change Order was prepared for
State of Michigan Department of Technology Management & Budget:**

Tiziana Galeazzi
Sr Executive Assistant to CIO
State of Michigan Department of Technology Management & Budget
Lewis Cass Building
Lansing MI
Telephone: +1 517 383 3878
Email: galeazzit@michigan.gov

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 13, 2013

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B1300098
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Gartner, Inc. 12600 Gateway Blvd. Ft. Myers, FL 33913	Erol Piskin	Erol.Piskin@gartner.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 920-7179	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Mike Breen	517-241-7720	breenm@michigan.gov
BUYER	DTMB	Mike Breen	517-241-7720	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Information Technology Research and Advisory Services (IT-RAS) for DTMB			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 1, 2010	October 31, 2013	2, one year	October 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	October 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$733,560.00		\$1,515,270.00		

Effective September 13, 2013, this Contract is utilizing the first option year to October 31, 2014 and is INCREASED by \$733,560.00.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement, DTMB Procurement approval, and the approval of the State Administrative Board dated September 13, 2013.

STATE OF MICHIGAN

Price List for Contract 071B1300098

All prices listed herein are valid for purchase orders received November 1, 2013 to October 31, 2014.

Research and Advisory Services	STATE COST
GARTNER FOR IT LEADERS (GITL)	
GITL Reference single-user	23,600
GITL Reference multi-user	14,600
GITL Advisor single-user	33,800
GITL Advisor multi-user	24,900
GARTNER FOR IT LEADERS (GITL) WORKGROUP ²	
GITL Workgroup Cross Function Leader (one required per workgroup)	24,900
GITL Workgroup Cross Function Member (min. 3 required, up to 10 max per workgroup)	15,100
GITL Workgroup Role Leader (one required per workgroup)	24,900
GITL Workgroup Role Member (min. 3 required, up to 10 max per workgroup)	9,200
GITL Workgroup Essentials Leader (one required per workgroup)	24,900
GITL Workgroup Essentials Member (min. 3 required, up to 10 max per workgroup)	7,200
ENTERPRISE IT LEADERS (EITL)	
Enterprise IT Leaders single-user	57,300
Enterprise IT Leaders multi-user	48,000
ENTERPRISE IT LEADERS (EITL) WORKGROUP ²	
EITL Workgroup Cross Function Leader (one required per workgroup)	48,000
EITL Workgroup Cross Function Member (min. 3 required, up to 10 max per workgroup)	15,100
EITL Workgroup Role Leader (one required per workgroup)	48,000
EITL Workgroup Role Member (min. 3 required, up to 10 max per workgroup)	9,200
EITL Workgroup Essentials Leader (one required per workgroup)	48,000
EITL Workgroup Essentials Member (min. 3 required, up to 10 max per workgroup)	7,200
IT EXECUTIVE PORTFOLIO	
IT Executives CIO Signature	85,200
IT Executives CIO single-user	78,200
IT Executives CIO multi-user	69,500
IT Executives CIO Essentials single-user	52,300
IT Executives CIO Essentials multi-user	46,800
IT Executives Delegate Add-on ⁴	36,400
IT Executives 2 Meetings Add-on ⁴	13,700
Gartner Leadership Developmenty ⁴	19,800
STRATEGIC ADVISORY SERVICES (SAS)	
Client Remote Advisory Engagement	6,500
Client Internal Use of Analyst Time	12,900
Client External Speaking Engagement	20,900
EVENTS - North America ⁵	
Symposium 2013 Ticket	2,995
Themed Summit 2013 Ticket	1,975
Catalyst Conference 2013 Ticket	1,975
Symposium 2014 Ticket	TBD
Themed Summit 2014 Ticket	TBD
Catalyst Conference 2014 Ticket	TBD
GARTNER FOR TECHNICAL PROFESSIONALS (GTP) ³	
GTP Department Advisor	95,700
GTP Department Reference	64,500
GTP Advisor for Agency size 4,000 to 12,000 Employees	95,700
GTP Reference for Agency size 4,000 to 12,000 Employees	64,500
GTP Advisor for SMB Agency size 4,000 or less Employees	48,400
GTP Reference for SMB Agency size 4,000 or less Employees	32,200
Technical Planner Add-on for GTP Department	95,700

Research and Advisory Services	STATE COST
Technical Planner Add-on for GTP SMB Agency	48,400
NON-PROFIT HIGHER ED INSTITUTIONS ONLY	
Higher Education - Core Research Campus Level Reference <4,999 FTE	19,100
Higher Education - Core Research Campus Level Reference 5,000-9,999 FTE	38,100
Higher Education - Core Research Campus Level Reference 10,000-24,999 FTE	57,300
Higher Education - Core Research Campus Level Reference 25,000+ FTE	76,300
Higher Education - Core Research Campus Level Reference - Community Colleges ONLY	19,100
Higher Education - Gartner for Technical Professional Advisor Campus for IT Staff only ³	48,400
Higher Education - Gartner for Technical Professional Reference Campus for IT Staff only ³	32,200

¹ "Single-user" applies to agencies that contract for one individual license; "Multi-user" applies to agencies that have at least two qualifying service licenses within the same agency. Add-on services and tickets do not contribute towards multi-user pricing qualification.

² One (1) Workgroup Leader required per workgroup. A minimum of three (3) and maximum of ten (10) total Workgroup Members be per Workgroup. All Workgroup Members within the same Workgroup must be of the same type.

³ Purchasing prerequisite applies. Please check with Sales representatives before purchasing.

⁴ Limited availability. Please check with Sales representatives before purchasing.

⁵ 2013 Event tickets are available for purchase orders received on or before December 31, 2013. 2014 Event tickets pricing will be provided once it becomes available; Client may also check Gartner.com website for public sector pricing.

Note: Gartner will refresh its pricing and product offerings on an annual basis. The refreshed Pricing and Product Offering(s) will be provided to the Client in writing and will become effective within 7 days of submission by Gartner and/or upon the Agreement's annual renewal date.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 28, 2012

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B1300098
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Gartner, Inc. 12600 Gateway Blvd. Ft. Myers, FL 33913	Brian Lynch	Brian.lynch@gartner.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(614) 431-7150	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Mike Breen	517-241-7720	breenm@michigan.gov
BUYER	DTMB	Steve Motz	517-241-3215	motzs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Information Technology Research and Advisory Services (IT-RAS) for DTMB			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 1, 2010	October 31, 2013	2, one year	October 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$331,120.00		\$781,710.00		
Effective September 28, 2012, this contract is hereby INCREASED by \$331,120.00 to fund the Phase II of the Workers Comp Replacement CBA project and also provide funding to cover additional services for next year. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on September 27, 2012.				

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 4, 2010
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B1300098
between
THE STATE OF MICHIGAN
And

Fax: (914) 560-5693

NAME & ADDRESS OF CONTRACTOR Gartner, Inc. 12600 Gateway Blvd. Ft. Myers FL 33913 brian.lynch@gartner.com	TELEPHONE (614) 431-7150 Brian Lynch
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Patty Bogard (517-335-4051) Information Technology Research and Advisory Services (IT-RAS) for DTMB	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: November 1, 2010 To: October 31, 2013	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

TOTAL ESTIMATED CONTRACT VALUE: \$448,590.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B1300098
between
THE STATE OF MICHIGAN
And

Fax: (914) 560-5693

NAME & ADDRESS OF CONTRACTOR Gartner, Inc. 12600 Gateway Blvd. Ft. Myers FL 33913 <p style="text-align: right;">brian.lynch@gartner.com</p>	TELEPHONE (614) 431-7150 Brian Lynch CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Patty Bogard (517-335-4051) Information Technology Research and Advisory Services (IT-RAS) for DTMB	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: November 1, 2010 To: October 31, 2013	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT. The terms and conditions of this Contract are those of ITB #07110200180 this Contract Agreement and the vendor's quote dated August 12, 2010. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$448,590.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07110200180. Orders for delivery will be issued directly by the Department of Technology, Management and Budget through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR: <p style="text-align: center;">Gartner, Inc.</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	FOR THE STATE: <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Laura Gyorkos, Buyer</p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;">IT Division</p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
--	---



STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Request for Proposal No. **071B1300098**
Information Technology Research and Advisory Services (IT-RAS)

Buyer Name: [Laura Gyorkos](#)
Telephone Number: 517-373-1455
E-Mail Address: gyorkosl@michigan.gov



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Attachments A, B, and C
Attachment E – Cost Tables



DEFINITIONS

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DMB	Michigan Department of Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.



RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 Project Request

This contract is for Information Technology Research and Advisory Services (IT-RAS) for the Michigan Department of Technology, Management and Budget (DTMB) to support its information technology operations. Additional services for the acquisition of advice and research services, and consulting-related expertise that support DTMB's planning and subsequent acquisition of information resources may be required under the contract on an as needed basis.

The research and advisory subscription services should cross the entire spectrum of computing and telecommunications technologies, including business, management, and governmental perspectives. The expertise should also provide guidance for DTMB's strategic planning and budgeting activities when decision-makers need access to research and analysis that will identify and quantify emerging trends and directions in technology. As part of DTMB's outreach, this contract will also be made available for State of Michigan local units of government (cities, villages, counties, etc).

1.002 Background

Michigan's Information Technology Strategic Plan for 2008 to 2012, viewable at <http://www.michigan.gov/itstrategicplan>, identified six goals to further the State's vision of a connected Michigan. The Plan emphasizes statewide operation of all the State's information technology resources and its information, computing and telecommunications assets. The Plan also provides an overview of the State's management, and size, of the information technology resources. The goals are:

1. Access: Expand Michigan's services to reach citizens and businesses anytime, anywhere
2. Service: Deliver efficient and effective technology services and shared solutions to the agencies
3. IT Management and Infrastructure: Improving operations, security and reliability through statewide solutions and universal standards
4. Great Workplace: Support a high-performance workforce
5. Cross-boundary Solutions: Foster partnerships across and beyond state government
6. Innovation and Transformation: Drive innovative processes and technologies to transform Michigan's government service

The State of Michigan's aggressive approach towards realizing the promise of information, communications and technology requires access to comprehensive, objective information and best practices from information technology organizations facing similar challenges to provide risk reduction in its decision-making.

Rapidly evolving technologies and strategies make it impractical to possess the in-house expertise and information required for strategic planning and management decisions. DTMB seeks readily accessible and specialized research, via various deployment media, describing currently used, developing and emerging trends in technology. Trend information is a critical business need as the State determines its current and future technology-related requirements. DTMB also needs expedited responses when critical technical issues arise which require timely resolution.

DTMB has held relationships with multiple research and advisory services for fiscal years 2003 - 2009 with current contracts for IT-RAS ending September 30, 2010. Based on current and historical analysis of information needs, utilization, and satisfaction with existing services, a minimum level of services for future IT-RAS relationships has been defined.



1.100 Scope of Work and Deliverables

1.101 In Scope

Below is a high level listing of the in scope services for this contract. The detail for each section is included in Section 1.104 Work and Deliverable.

- A. Research & Advisory Services
 - 1. Analyst Inquiry
 - 2. Research Materials
 - 3. Web Access

B. Document Review

C. Post Award Marketing Plan

D. Consulting Services

This service would be requested on an as needed basis and would be identified in a specific request along with a detailed statement of work, including deliverables to be provided.

The contractor must respond to the statement of work with a maximum project cost, based on the discount rate provided in its proposal and a project timeframe. DTMB will have the sole right to accept or reject the proposal, or ask for modification.

The standard Statement of Work (SOW) that the State of Michigan uses for IT Requests for Changes to contracts and for Delegated Authority Purchases can be found in Attachment D: Statement of Work Template.

E. Added Value Services

1.102 Out Of Scope

Delivery of information, communication and technology support services, such as application development, procurement of hardware and software, maintenance of software and/or hardware, testing, and other services not part of research and advisory services are out of scope.

Travel and per-diem expenses for consultants providing IT-RAS under this contract are not considered allowable within the scope of this contract.

1.103 Environment

The links below provide information on the State's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan Web development and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided through this contract must comply with all applicable State IT policies and standards. The Contractor awarded the contract must request any exception to State IT policies and standards in accordance with DTMB processes. The State may deny the exception request or seek a policy or standards exception.

Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. Additionally, the State must be able to maintain



software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDIT. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The State's project manager and DTMB must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's project manager must approve any changes, in writing, and MDIT, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

The State's security environment includes:

- DTMB single login
- DTMB provided SQL security database
- Secured Socket Layers
- SecureID (State Security Standard for external network access and high risk Web systems)

DTMB requires that its single-login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State's project manager and MDIT's Office of Enterprise Security.

Any additional Agency specific security requirements above and beyond the enterprise requirements and standard terms and conditions stated in Article 2 must be provided as part of the agency specific technical environment.

IT Strategic Plan:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

IT eMichigan Web Development Standard Tools and Agency Specific Technical Environment:

The State's current Enterprise Architecture environment can be reviewed at:

http://www.michigan.gov/documents/dit/2007_EA_Strategic_Approach_206296_7.pdf

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/dmb/0,1607,7-150-56355-95218--,00.html>

1.104 Work and Deliverable

- **Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:**

A. Research & Advisory Services

The majority of the work and deliverables will consist of DTMB's self-service access to research and advisory with research document accessible using the Internet or by a request to research services by email or telephone call. Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work. DTMB reserves the right to negotiate services different from those listed. At a minimum, registered users should have unlimited access to research.

Gartner acknowledges the important role of IT in all aspects of State Government and can provide impartial, comprehensive, relevant and timely information on the key subject matter areas of interest to



the State of Michigan as outlined under section 1.104 A-2 and listed below, as well as additional subject matter areas. Gartner will provide for the ability to procure services providing access to analysts and consultants via telephone or on a face-to-face basis concerning all the areas of expertise provided by the bidder and unlimited online and hard copy research available to agencies. They include the following areas: Application Development & Integration, Business Intelligence; Business Process Management; Consumer Technologies; Customer Relationship Management; Data Management & Integration; Emerging Trends & Technologies; Enterprise Architecture; Enterprise Business Applications & ERP; High Performance Workplace; IT Assess Management; IT Management, IT Operations, Mobile & Wireless; Networking & Communications Equipment; Networking & Communications Services; Open Source; Outsourcing & IT Services; PCs, Laptops & Handheld Devices; Printer Markets & Management; Regulatory Compliance; Security & Privacy; Semiconductors; Servers & Storage; Small & Midsize Business; Software Markets; Supply Chain; and Web Services.

Gartner subscription-based services are sold on an annual basis and provided in a variety of offerings (i.e., Gartner for IT Leaders, Gartner for IT Executives, etc.) and offered at different levels of service access (i.e., Reference or Advisor). Gartner's services are not available to non-registered users.

Gartner Research

Gartner Research is the world's most trusted source of independent IT research and advice, turning information into unique and practical insight our clients can use to grow their businesses, improve their competitive position and manage their operations more effectively.

Gartner Research is at the center of an unrivaled network of technology users, technology providers, academics and members of the investment community. Combine our size and scope with our rigorous research processes and proprietary methodologies, and you have the reason for the renowned Gartner thought leadership.

We have the most experienced analyst community in the industry. With a network of 650 analysts in 75 countries, our daily interactions with 60,000 clients representing 10,000 distinct organizations enable us to make connections, understand patterns and discover trends no other research firm can envision.

Gartner Research monitors the full spectrum of IT and its relevance to nearly every vertical industry. Our methodologies are rigorously proven and applied. We distill our analysis of our clients' issues into straightforward recommendations clients can act on.

We steadfastly maintain our independence from IT providers when it comes to implementation. We are objective. Because we offer uncompromised objectivity and clarity in a field where the confusion of competing interests often prevails, we remain a trusted advisor in a risky and ever-changing marketplace.

Government Organization of Gartner

Some companies talk about how committed they are to the Government community, but there is little substance to their talk. Gartner is committed to Government and backs up that commitment with people, organization and industry specific research.

Consider this:

- The Gartner Public Sector family includes more than 175 analysts, consultants, sales and sales support personnel who are dedicated full time to our federal government, state and local government and higher education clients. Many of those who work for Gartner formerly worked in the government sector.
- During the past two years, Gartner analysts have published hundreds of research notes dedicated strictly to the government sector.
- Thousands of state government employees within hundreds of departments in 46 states are Gartner clients.
- Gartner has business relationships with 46 of the 50 states and most federal agencies. Because of the size, importance and uniqueness of the public sector market, Gartner strongly



believes that our clients are best served by a dedicated and experienced sales and support group.

Better decisions every day

Our aim is to help you make more confident decisions, every day. We work with you by researching, analyzing and interpreting the IT industry—vendors, technologies, business processes—within the context of your individual role in your organization.

You benefit from an unparalleled breadth and depth of coverage: a proprietary Knowledge Map that includes 950 technology and business topics, plus our daily interactions with thousands of users and providers. You get leading-edge insight and advice that's practical and relevant for making both tactical and strategic decisions.

The difference between success and failure

When applying IT to business problems and opportunities, partnering with Gartner can mean the difference between success and failure. We are trustworthy, candid and objective, and we take our independence very seriously. Whether it's strategic planning, business alignment, provider selection or implementation planning and execution, our unique, actionable insight will profoundly affect your business outcomes in positive and lasting ways.

Your indispensable partner

Whether you're making major investments in new enterprise architecture, outsourcing multimillion-dollar operations to offshore providers, migrating to Web services, selecting providers to deliver a suite of business intelligence applications, or dealing with any other issue within the business of IT, the vast Gartner network is at your service.

Constant interactions with clients around the world enable us to challenge conventional wisdom, understand patterns and discover trends no one else can envision. You get the right information at the right time from people you trust.

Before committing to projects, all types of clients, in all types of roles, consult us for insight that can make the difference between a successful IT investment and one that fails. Our clients depend on us to ensure that their decisions are based on the best insight and advice available.

Relevant To Your Issues: We ensure our research is relevant to your issues by focusing on the most important trends in technology—the critical issues, opportunities and challenges being faced by our thousands of clients every day. Whatever the topic, from CRM to the impact of emerging technologies or business practices, Gartner has the knowledge and solutions you need to make the right decisions.

- ***Analyst Experience:*** For more than 28 years, Gartner's Research & Advisory services have been recognized as the definitive source for objective technology thought leadership. Gartner clients rely on over 650+ analysts around the world who have an average tenure of 15 years in business and technology. Many Gartner analysts are former CIOs and all have extensive previous business technology expertise. In the United States, Gartner analysts are often called before the U.S. Congress to discuss the critical business and technology issues that are driving today's economy.

- ***Total Coverage:*** Our research and opinions are considered definitive by thousands of leading organizations worldwide because we dig deeper. We have more than 650 analysts intently focused on every conceivable aspect of IT and telecom intelligence. Because of our depth, we know more and offer more, to investors, to technology decision-makers, to technology business professionals.

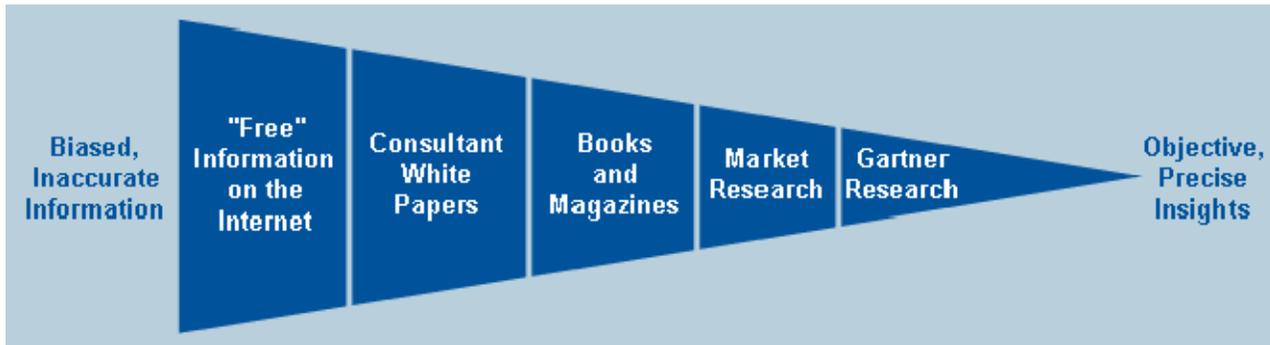
- ***Real-World Advice:*** Ours is real-world advice because we are constantly advising companies on both sides—the buyers and sellers of technology. To technology suppliers, we offer the renowned expertise of Gartner Dataquest research. To technology users, we offer our flagship research and advice, on every stage of the "life cycle"—from vendor selection to ongoing maintenance. We can



show you how to be innovative, how to manage those innovations, exactly what to expect from any technology you choose—and how it will make you more competitive.

- *Easy to Navigate:* Gartner's research on product and vendor research comes in many easy to navigate forms such as Magic Quadrants and Vendor Ratings. Gartner covers the major and notable vendors through these notes, and additional coverage is provided for the most up-to-date information and on minor vendors via analyst teleconferences.

Figure 1. Gartner Research—Helping You Make the Right Decisions Every Day



Core Research

Government Technology leaders are under more pressure than ever to make quantifiable business contributions. As Michigan responds to new opportunities and challenges, Gartner Core Research can help you make more informed decisions about technology's application to critical business initiatives that impact the state's growth, productivity and ability to innovate. Technology touches almost every process in government and is more pervasive than ever. IT leaders seek answers to a broad range of questions such as:

- How are Government IT leaders developing better business cases?
- How can we meet the continuing demands from executive leadership in the most cost-effective way?
- Which new technologies and attack strategies will expose our IT networks and systems to security breaches?
- What are the best and most overlooked practices for negotiating IT support agreements with our major vendors?
- How are other public sector organizations using strategic sourcing to reduce cost or improve business performance?
- How should we identify, measure and track our process improvement initiatives?

Gartner Core Research gives the State of Michigan the actionable insight and advice it needs to:

- Mobilize IT as a key enabler of business strategy.
- Implement plans cost-effectively by identifying and mitigating key risks.
- Analyze IT investments in the context of relevant business issues and their related advances in technology.
- Improve IT management and service provider relationships. Monitor current and emerging vendors in IT markets that are most relevant to the Michigan.
- Keep current through custom alerts and other useful Web based experiences.
- Evaluate emerging technologies that have high potential for improving business process and government efficiency



Rigorous research and quality assurance processes deliver both qualitative and quantitative insight. Your most important IT management decisions are supported by empirical observations and facts. Proprietary methodologies turn complex issues into clear, actionable advice. For example:

- Hype Cycles help Michigan time its decisions about emerging technologies.
- Strategic Planning Assumptions deliver management advice around your most critical, pressing IT investments.
- MarketScopes and Magic Quadrants show Michigan where IT markets are headed in both the short and long term.
- Best practices show Michigan which management techniques are working and which are not.
- Case studies describe how enterprises are applying technology to real-world problems and opportunities.

Gartner Core Research Details

Core Research provides Gartner client organizations with access to research from the perspectives of the Public Sector end user and the technology provider... along with factual technology and product knowledge. The key benefit to your organization is that Michigan will have real-time access to the research it needs, when it needs it.

Strategic Advice

Future-oriented analysis in all IT topical areas. This is the heart of Gartner Research Advisory Services (RAS). As a guide for your organization our research includes strategic planning assumptions (SPAs), where Gartner analysts forecast developments in the IT world with specific probability assessments.

Market Intelligence

Direct from Gartner Dataquest this present- and future-oriented analysis of vendors, new offerings and financial performance, including detailed analysis of products, markets, technologies and competition.

Product Knowledge

Present-oriented product and vendor analysis designed to help Michigan identify the best technology solutions for your organization. This includes tutorials and detailed comparisons of current IT products.

Core Research Focus Areas

- Business
- Business Management of IT Collaborative Commerce
- Customer Relationship Management
- e-Business
- Knowledge Workplace
- Sourcing
- Industry
- Financial Services
- Government
- Healthcare
- Higher Education
- Retail
- Insurance
- Small and Midsize Business
- Technology
- Application Integration and Middleware
- Business Intelligence
- Emerging Trends and Technologies
- Enterprise Management
- Enterprise Networking
- Hardware Platforms
- Internet Platforms and Web Services



- Security and Privacy
- Wireless and Mobile
- Markets
- Hardware and Systems
- IT Services
- Semiconductors
- Software
- Telecom
- Special Reports
- Business and Public Policy

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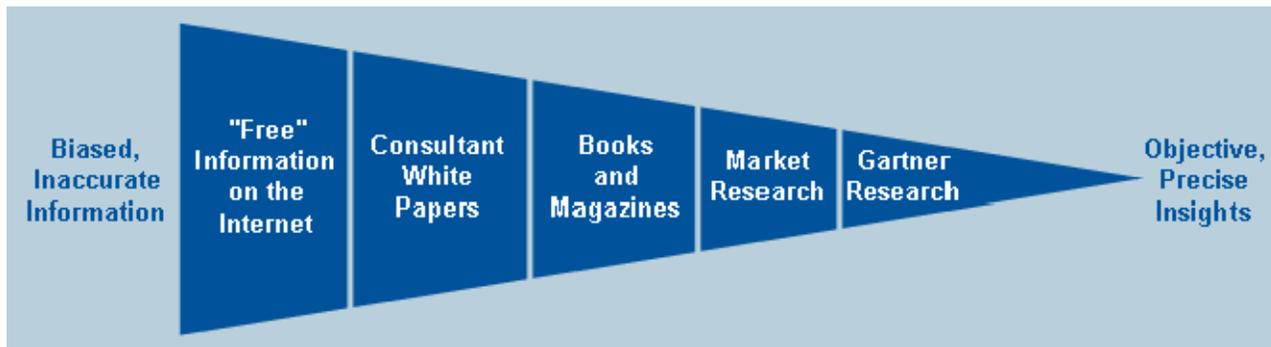
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Figure 2. Gartner Research—Helping You Make the Right Decisions Every Day



Core Research

Government Technology leaders are under more pressure than ever to make quantifiable business contributions. As Michigan responds to new opportunities and challenges, Gartner Core Research can help you make more informed decisions about technology’s application to critical business initiatives that impact the state’s growth, productivity and ability to innovate. Technology touches almost every process in government and is more pervasive than ever. IT leaders seek answers to a broad range of questions such as:

- How are Government IT leaders developing better business cases?
- How can we meet the continuing demands from executive leadership in the most cost-effective way?
- Which new technologies and attack strategies will expose our IT networks and systems to security breaches?
- What are the best and most overlooked practices for negotiating IT support agreements with our major vendors?
- How are other public sector organizations using strategic sourcing to reduce cost or improve business performance?
- How should we identify, measure and track our process improvement initiatives?

Gartner Core Research gives the State of Michigan the actionable insight and advice it needs to:

- Mobilize IT as a key enabler of business strategy.
- Implement plans cost-effectively by identifying and mitigating key risks.
- Analyze IT investments in the context of relevant business issues and their related advances in technology.
- Improve IT management and service provider relationships. Monitor current and emerging vendors in IT markets that are most relevant to the Michigan.
- Keep current through custom alerts and other useful Web based experiences.
- Evaluate emerging technologies that have high potential for improving business process and government efficiency



Rigorous research and quality assurance processes deliver both qualitative and quantitative insight. Your most important IT management decisions are supported by empirical observations and facts. Proprietary methodologies turn complex issues into clear, actionable advice. For example:

- Hype Cycles help Michigan time its decisions about emerging technologies.
- Strategic Planning Assumptions deliver management advice around your most critical, pressing IT investments.
- MarketScopes and Magic Quadrants show Michigan where IT markets are headed in both the short and long term.
- Best practices show Michigan which management techniques are working and which are not.
- Case studies describe how enterprises are applying technology to real-world problems and opportunities.

Gartner Core Research Details

Core Research provides Gartner client organizations with access to research from the perspectives of the Public Sector end user and the technology provider... along with factual technology and product knowledge. The key benefit to your organization is that Michigan will have real-time access to the research it needs, when it needs it.

Strategic Advice

Future-oriented analysis in all IT topical areas. This is the heart of Gartner Research Advisory Services (RAS). As a guide for your organization our research includes strategic planning assumptions (SPAs), where Gartner analysts forecast developments in the IT world with specific probability assessments.

Market Intelligence

Direct from Gartner Dataquest this present- and future-oriented analysis of vendors, new offerings and financial performance, including detailed analysis of products, markets, technologies and competition.

Product Knowledge

Present-oriented product and vendor analysis designed to help Michigan identify the best technology solutions for your organization. This includes tutorials and detailed comparisons of current IT products.

Core Research Focus Areas

- Business
- Business Management of IT Collaborative Commerce
- Customer Relationship Management
- e-Business
- Knowledge Workplace
- Sourcing
- Industry
- Financial Services
- Government
- Healthcare
- Higher Education
- Retail
- Insurance
- Small and Midsize Business
- Technology
- Application Integration and Middleware
- Business Intelligence
- Emerging Trends and Technologies
- Enterprise Management
- Enterprise Networking
- Hardware Platforms
- Internet Platforms and Web Services
- Security and Privacy
- Wireless and Mobile



- Markets
- Hardware and Systems
- IT Services
- Semiconductors
- Software
- Telecom
- Special Reports
- Business and Public Policy

Gartner Core Connect

Gartner Core Connect combines the power of Gartner Core Research with the real-world experiences of thousands of IT professionals worldwide to give you the confidence that you're making smart decisions based on information you can trust. Whether you're looking for authoritative insight or just some practical wisdom, Gartner Core Connect has you covered.

Gartner Core Connect provides Client's designated users with access to the research and advice they need to capitalize on IT technologies and markets. The main deliverables for Gartner Core Connect Reference include: Gartner Core Connect Web Pages—Provides access to a knowledge base and broad range of technology topics for technology leaders.

A Range of Written Research Reports, such as:

- Published Research—Covers companies, products, markets, decision frameworks, tactical guidelines, case studies, and strategic planning assumptions.
- Vendor and Product Ratings—Provides a holistic view of IT vendors.
- Special Reports—Cover underlying themes that cut across technology research.
- Peer Connect—A secure online network of IT professionals who can access and leverage the collective experience of their peers.
- Webinars—Periodic Web conferences where Gartner analysts speak on timely topics in information technology and then solicit questions from listeners.

For Advisor level access, the following deliverables are available for designated users in addition to those highlighted above for Gartner Core Connect Reference Users:

- Standard Analyst Inquiry—Licensed Users may engage with a Gartner Analyst to: (i) discuss a Gartner Research document published within the scope of their specific Service, and/or (ii) apply a Gartner Research document to a related issue that their company is facing. Typical inquiry sessions can take up to 30 (thirty) minutes of an Analyst's time. Standard Analyst Inquiry provides basic technology reviews of business-related documents that are 20 (twenty) pages or less, and take up to 60 (sixty) minutes of an Analyst's time. Inquiries requiring additional analysis or research by the Analyst are not included.
- Talking Technology—Concise and expert commentaries on the latest IT topics in a monthly audio program that can be listened to on gartner.com or downloaded to listen to in MP3 format.
- Summit Event Ticket—Admission to one (1) Gartner Summit Conference. Third day "Best Practice, Methodology and Implementation Days" at EMEA Summits, as well as other special programs, Gartner Seminars, tutorials, and workshops are not included in the Summit Ticket deliverable and may require an additional fee. Tickets are transferable within the Client organization but may not be transferred to another company.

Gartner for IT Leaders

Gartner for IT Leaders provides clients access to research and advice about information technology and the functional responsibilities of specific IT roles such as: *Applications Management; Business Intelligence and Information and Management; Business Process Management; Enterprise Architecture; Infrastructure & Operations; Program and Portfolio Management; Security & Risk Management; and Sourcing and Vendor Management.*

Gartner for IT Leaders Licensed Reference Users receive access to the following deliverables:

- Customizable Home Page—Gartner.com Web pages that can be personalized to serve as gateways to published content and other resources to meet specific needs.



- Community—Access to an exclusive online community that provides insight and experience from both Gartner Analysts and IT peers who share common interests related to specific roles.
- News and Analysis—Timely analysis of breaking news of interest to specific technology roles, which keeps IT leaders current.
- Access to Gartner Core Research—Research accessible through gartner.com, which covers a broad range of technology topics and provides a base of knowledge for technology leaders.
- Access to Gartner Benchmarking Analytics IT Key Metrics Data —Accessible through gartner.com, provides a comprehensive database of the industry's most definitive IT spending and staffing levels in addition to key technology cost and performance metrics.

A Range of Written Research Reports, such as:

- Vendor and Product Ratings—A report that provides client organizations with a holistic view of the vendors from which they are purchasing products and services.
- Special Reports—Reports that (i) may cover underlying research themes that cut across technology or industry-specific research, or (ii) may provide in-depth strategic analysis of trends, industry developments, vendors, products and services.
- Published Research—Reports that focus on companies, products, markets, decision frameworks, tactical guidelines, case studies, and strategic planning assumptions.
- Toolkit Resources—Prescriptive, downloadable and diagnostic resources that provide actionable advice and guidance on how to execute specific actions organized by specific roles and activities. Downloadable tools and templates may be altered by Clients for their own internal non-commercial use only.

Gartner for IT Leaders Licensed Advisor Users receive all the Gartner for IT Leaders deliverables for Licensed Reference Users stated above, as well as:

- Gartner for IT Leaders Advisor Analyst Inquiry—Provides Licensed Users with access to Gartner Analysts who are associated with the Service purchased by Client. Participation in Standard Analyst Inquiry is subject to the following terms:
 - Licensed Users, who have Advisor-level Inquiry access, may engage with a Gartner Analyst: (i) to discuss a Gartner Research document published within the scope of their specific Service, and/or (ii) to apply a Gartner Research document to a related issue that their company is facing.
 - Participation in Analyst Inquiry is limited to the Licensed Users and the Gartner Analyst only (i.e., non-Licensed Users, either inside or outside of the Client company, may not attend or otherwise participate on the call).
 - Analyst Inquiry sessions may take up to 30 (thirty) minutes of an Analyst's time.
 - Analyst Inquiry sessions may also be used to request basic technology reviews of business-related documents that are 20 (twenty) pages or less and take up to 60 (sixty) minutes of an Analyst's time. Examples of these documents include requests for proposals, marketing or business plans and procurement agreements
- Webinars—Periodic Web conferences where Gartner Analysts speak on timely topics in information technology and then solicit questions from listeners.
- Talking Technology Series—Commentaries on the latest IT topics in a monthly audio program accessed via gartner.com or downloaded in MP3 format.
- Summit Event Ticket—Admission to one (1) Gartner Summit Conference. Third day “Best Practice, Methodology and Implementation Days” at EMEA Summits, as well as other special programs, Gartner Seminars, tutorials, and workshops are not included in the Summit Ticket deliverable and may require an additional fee. Tickets are transferable within the Client organization but may not be transferred to another company.

Burton IT1

IT Practitioners face many pressing challenges in technical planning and architecture design, not the least of which are constantly shifting technological landscapes and complex IT architectures. Burton IT1 puts a wealth of detailed IT expertise at their fingertips 24/7, so you can be confident they'll have the insight to make informed, fact-based decisions, and the guidance to deliver superior results on your key initiatives and critical



IT purchases. Burton IT1 complements other Gartner services to keep your IT organization on the same page and supported by resources tailored to different kinds of needs. Written by technologists for technologists, Burton IT1 research delivers broad, cost-effective access to detailed, technically oriented guidance to help your IT practitioners achieve superior results in 40+ infrastructure technologies across seven coverage areas:

- Application Platform
- Collaboration and Content
- Data Management
- Data Center
- Identity and Privacy
- Network and Telecom
- Security and Risk Management

We also deliver actionable insight on the opportunities and risks of cloud computing within each coverage area.

Reference Architecture

- Our proprietary Reference Architecture is a unique, interactive decision-making tool that delivers tailored recommendations to guide IT architecture decisions from three key perspectives:
- Principles offer a holistic view of IT architecture within your technological, organizational and market context, and build a foundation for coordinated planning and decision making.
- Decision Point incorporates “if-then-otherwise” logic to guide architectural decisions, and highlights options and justifications for technical alternatives.
- Templates build an architectural blueprint of the infrastructure and critical relationships between systems.
- Continually updated, the Reference Architecture is built on proven best practices, our proprietary research knowledge base and hands-on experience from hundreds of consulting engagements.

Deliverables

Burton IT1 Reference provides clients who maintain a threshold minimum investment in select Gartner products with access to all Research published through burtongroup.com. Burton IT1 Reference Users receive access to the following deliverables:

- Published Research—Focuses on application platforms, collaboration and content management, data center, data management, identity and privacy, network and telecom, and security and risk management.
- Reference Architecture—Web-based tool that assists in making informed strategy and architecture decisions in the technological and organizational environment.
- Telebriefings—Periodic meetings (via phone or Web) where Burton Analysts speak on timely IT topics and respond to questions from Licensed Users.

Burton IT1 Advisor provides clients all the Burton IT Reference deliverables above as well as the option of scheduling dialogues with Burton Analysts:

- Analyst Dialogues—Access to Burton Analysts associated with the Service purchased by Client. Participation in Analyst Dialogues, the scheduling of which may, at Gartner’s discretion, be facilitated by two client representatives, is subject to the following terms:
 - Licensed Users with Advisor-level access may engage with a Burton Analyst to: (i) discuss a Burton Research document published within the scope of their specific Service, and/or (ii) apply a Burton Research document to a related issue their company is facing.
 - Participation in Analyst Dialogue is limited to the Licensed User(s) and the Burton Analyst only (i.e., non-Users, inside or outside client company, may not attend or otherwise participate).
 - Analyst Dialogue sessions may take up to 60 (sixty) minutes of an Analyst’s time and may also be used to request basic technology reviews of business-related documents of 20 (twenty) pages or less that take up to 60 minutes of an Analyst’s time (e.g., technical architecture proposals and marketing or business plans.)
- Event Tickets—Two (2) tickets to a Burton Catalyst Event. Tickets are transferable within the Client organization but not outside of the Client organization and may not be used for other Gartner events, including Gartner Summits and Gartner Symposium/ITxpo®.



Gartner for Enterprise IT Leaders

Gartner for Enterprise IT Leaders provides the *direct reports of the CIO* personalized service and coaching from a Leadership Partner who is a seasoned expert, the role-specific insights of Gartner analysts and the practical advice of an exclusive community of peers. Armed with the right tools and knowledge, members can deliver and communicate higher levels of business value.

Gartner for Enterprise IT Leaders provides Leadership Coaching in the following role areas: Applications; Enterprise Architecture; Infrastructure and Operations; Sourcing and Procurement; and Security and Risk Management. Gartner for Enterprise IT Leaders provides the most senior IT leaders with the tools and knowledge they need to save time and money, mitigate risk and exploit new opportunities. World-class insights from the Leadership Partner and Gartner analysts combined with the real-world experiences of peers enable enterprise leaders to validate key strategies and initiatives. Practical advice drives informed decisions about organization and skills, IT service management, vendors, technologies and best practices.

Gartner for Enterprise IT Leaders is managed by a Gartner Leadership Partner and Client Manager who will tailor program deliverables to the unique needs of each Member.

Deliverables

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

Member Servicing

An Assigned Enterprise IT Leaders Delivery Team led by a Leadership Partner who maintains the Enterprise IT Leaders relationship through the delivery of program services and implementation of a member service delivery plan. Team also includes a Client Manager who is assigned to the Member and enhances the Member's experience through facilitating inquiry and responding to specific requests for Gartner research and insight.

- Annual On-site Meeting—One (1) annual on-site meeting with the assigned Leadership Partner for coaching and advice. Visits focus on strategic planning and execution of key initiatives. The Leadership Partner provides leadership guidance based on the collective expertise of Gartner Research and the Member Peer Community.
- Member Value Plan—Customized service plan created in collaboration with the Member at the beginning of the service and reviewed and revised periodically through the membership life cycle. Elements include Member expectations, value criteria, top issues and action plan.
- Leadership Partner Outreach Call—Approximately six (6) times per year, the Leadership Partner will place a proactive outreach call to the Member for the purpose of contextualization of the Enterprise IT Leaders research topic or research report, and leadership and management issues.
- Client Manager Outreach Call—Approximately four (4) times per year, the Client Manager will place a proactive outreach call to the Member to check on status, review the Member Value Plan as appropriate, and develop resulting actions with the Member.
- Facilitated Peer Networking—“As needed” interactions among Members, facilitated by a Service Delivery associate.

Peer Community Events and Content

- Member Forum Meetings—These Members-only meetings, which are held two (2) times per year for one and one-half (1.5) days and are focused on member-selected topics, provide a venue for networking and peer exchange and feature Member presentations on working solutions and facilitated workshops with Gartner Analysts.
- Member-driven Research—Members receive case studies and findings, which address real working practices focused on the issues most critical to their roles, and which are illustrated with tools and templates provided by fellow Members and supported by Gartner Research.
- Exclusive Member Portal—This Members-only Web portal, accessed through gartner.com, provides access to exclusive Research, Member-contributed presentations, and tools.
- Bimonthly Webinars—Provide opportunities to investigate Members' “top 10” priorities by exploring strategies and tactics employed by other Members, along with insight and context



provided by Gartner Analysts. These webinars address issues outside of regularly scheduled peer meetings and are available to Members and members of their extended teams.

- Designated Member Delegate—A Member may identify a “Designated Delegate” from within the Client organization to receive select Enterprise IT Leaders privileges for the purpose of supporting the Member. The Designated Delegate may attend one (1) Member Forum and may access content on the Exclusive Member portal. (Note: Delegate will not have access to Gartner for IT Leaders content unless they are currently a Gartner for IT Leaders Licensed User.)
- Aligned Gartner Analyst—Participates in, and acts as an advisor to, Member Forum Meetings. Gartner reserves the right to change the Analyst scheduled for a Member Forum Meeting or supplement the Analyst with a Gartner Subject Matter Expert.

Gartner for IT Leaders Content

- Customizable Home Page—Gartner-com Web pages that can be personalized to serve as gateways to published content and other resources to meet specific needs.
- Toolkit Resources—Prescriptive, downloadable and diagnostic resources, which provide actionable advice and guidance on how to execute specific actions, and which are organized by specific roles and activities. Tools and templates may be altered by Clients only for their own internal, non-commercial use.
- Access to Gartner Core Research—Research accessible through gartner.com, which covers a broad range of technology topics and provides a base of knowledge for technology leaders.
- Access to Gartner Benchmarking Analytics IT Key Metrics Data—Accessible through gartner.com, provides a comprehensive database of the industry’s most definitive IT spending and staffing levels in addition to key technology cost and performance metrics.
- Summit Event Ticket—Non-transferable Admission to one (1) Gartner Summit Conference. Third day “Best Practice, Methodology and Implementation Days” at EMEA Summits, as well as other special programs, Gartner Seminars, tutorials, and workshops are not included in the Summit Ticket deliverable and may require an additional fee.

Named Licensed Users of Gartner for Enterprise IT Leaders Applications receive all of the Gartner for IT Leaders Advisor Deliverables listed above, as well as:

- Gartner for IT Leaders Analyst Inquiry—Provides Licensed Users with access to Gartner Analysts who are associated with the Service purchased by Client. Participation in Standard Analyst Inquiry is subject to the following terms:
 - Licensed Users, who have Advisor-level Inquiry access, may engage with a Gartner Analyst: (i) to discuss a Gartner Research document published within the scope of their specific Service, and/or (ii) to apply a Gartner Research document to a related issue that their company is facing.
 - Participation in Analyst Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Licensed Users, either inside or outside of the client company, may not attend or otherwise participate on the call).
 - Analyst Inquiry sessions may take up to 30 (thirty) minutes of an Analyst's time.
 - Analyst Inquiry sessions may also be used to request basic technology reviews of business-related documents that are 20 (twenty) pages or less and take up to 60 (sixty) minutes of an Analyst's time. Examples of these documents include requests for proposals, marketing or business plans and procurement agreements.

Gartner for Enterprise IT Leaders Workgroup

Gartner for Enterprise IT Leaders Workgroup is an expanded version of the standard Gartner for Enterprise IT Leaders offering that is expressly designed to enable clients to access Gartner resources in a workgroup environment. The Service is intended for use by Gartner for Enterprise IT Leaders Members and their direct reports or cross-functional teams.



Deliverables

Gartner for Enterprise IT Leaders Member Deliverables—As set forth in the Gartner for Enterprise IT Leaders Service Description.

Gartner for Enterprise IT Leaders Workgroup Member Deliverables

- All of the Deliverables in the Gartner for Enterprise IT Leaders Service Description, with the exception of “Member Servicing,” “Peer Community Events and Content,” and “Summit Event Ticket.”
- Document Allocation—During the contract term, each Workgroup Member may open in read-only HTML format (i) Gartner Research documents found in homepage components called “Weekly Picks” and “News Analysis”; and (ii) up to 20 (twenty) additional Gartner Research documents of his/her choosing. Each Workgroup Member is entitled to a set of five (5) document selection reversals that is refreshed each calendar quarter.
- Counter—A tool to help each Workgroup Member keep track of number of documents opened, reversed, and remaining to be opened.
- Inquiry Participation—Each Workgroup Member may participate in Analyst Inquiry provided that their Gartner for Enterprise IT Leaders Workgroup Advisor schedules and facilitates the Inquiry session.

The Gartner for Enterprise IT Leaders Member (not the Workgroup Members) may, on an occasional and infrequent basis, forward copies of individual research documents, not to exceed ten (10) separate documents per Licensed User per contract year, to specific individuals within the client organization for the purpose of facilitating executive decision-making. Client understands that the forwarding of documents as part of this Service may not be done on a routine basis, or by means of posting on Client’s corporate intranet, or in a manner that has the intent or effect of avoiding the purchase of additional User Licenses from Gartner.

Industry Advisory Services

Public Sector Industry Advisory Services is included in the State of Michigan’s standard membership; however, there is often a need to explore other industry trends and issues when considering public/private partnership initiatives. Industry Advisory Services (IAS) provides analysis, research and actionable advice on major issues pertinent to six industries: *Banking & Investment Services, Energy & Utilities, Insurance, Manufacturing, Media and Retail* industries. IAS is designed to meet the needs of and deliver key technology and industry-related insights to IT leaders, business-focused IT professionals and business executives with IT dealing and/or responsibility in any of these six industries.

IAS-G Reference provides Reference level access to written Research related to the specific industry pre-selected by the client; Gartner Core Research, which covers a broad range of selected fundamental technology topics; and Gartner for IT Leaders, which covers role-specific Research.

Deliverables

Each user designated by the client receives the following Deliverables:

- Gartner Industry-specific Technology Research and Exclusive Industry home pages—Includes industry-specific Gartner Vendor Ratings, Gartner Hype Cycles, Gartner Magic Quadrants, top research picks, and most viewed research.
- Customizable Home Page—Gartner-com Web pages that can be personalized to serve as gateways to published content and other resources to meet specific needs.
- Access to Gartner Core Research—Foundational Research accessible through gartner.com which covers a broad range of technology topics and provides knowledge tools such as special reports, Gartner Vendor Ratings, Gartner Hype Cycles, and Gartner Magic Quadrants.
- Select Harvard Business Review content

Named Licensed Users of Industry Advisor Services receive all the Industry Advisory Services (IAS) Deliverables listed above, as well as:

- IAS-G Advisor Analyst Inquiry—Provides Licensed Users with access to Gartner Analysts who are associated with the Service purchased by Client. Participation in Standard Analyst Inquiry as part of this Service is subject to the following terms:



- ❑ Licensed Users may engage with a Gartner Analyst: (i) to discuss a Gartner Research document published within the scope of their specific Service, and/or (ii) to apply a Gartner Research document to a related issue that their company is facing.
- ❑ Participation in Analyst Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call).
- ❑ Analyst Inquiry sessions may take up to 30 (thirty) minutes of an Analyst's time.
- ❑ Analyst Inquiry sessions may also be used to request basic technology reviews of business-related documents that are 20 (twenty) pages or less and take up to 60 (sixty) minutes of an Analyst's time. Examples of these documents include requests for proposals, marketing or business plans and procurement agreements.
- Summit Event Ticket—Non-transferable Admission to one (1) Gartner Summit Conference. Third day “Best Practice, Methodology and Implementation Days” at EMEA Summits, as well as other special programs, Gartner Seminars, tutorials, and workshops are not included in the Summit Ticket deliverable and may require an additional fee. Tickets are transferable within the Client organization but may not be transferred to another company.

Gartner Executive Programs

Gartner Executive Programs (EXP) is a membership-based organization of more than 3,500 members worldwide and offers membership programs specifically targeted to the Office of the CIO. Gartner EXP equips CIOs and senior IT leaders with the tools and knowledge they need to deliver exceptional business results for their organizations and develop themselves as successful business leaders. Members benefit from focused advice, dedicated and personalized service, the shared knowledge of the world's IT executive community and the assurance of Gartner objectivity and insight

Executive Programs focuses on providing members with personalized service throughout their relationship. Members get the precise insights they need to help their enterprise grow, compete and operate more efficiently. Through one-to-one relationship management, Gartner creates a custom engagement model mapped to the CIO's environment so they get content, connection with peers, and advice—all tailored to their unique situation and role. At the end of the day, the CIO is expected to deliver results that positively impact bottom-line business performance. Our CIO membership reaches out to Executive Programs for a variety of decision-support scenarios:

- Saving money, making money
- Accelerating decisions to realize benefits faster
- Developing people, lining up successors
- Helping IT executives build relationships that can help them

The Gartner EXP program offers a variety of services and relationship levels to assist senior executives in faster decision-making cycles, applying proven practices from peer organizations, and making smarter IT spending decisions.

Gartner EXP offers a variety of services, including the following:

- Professional inquiry services
- Focused CIO-IT Research Reports
- Gartner EXP sponsored Events
- Gartner EXP Local Roundtables
- CIO entrance and VIP treatment at Gartner Symposium
- Access to a wealth of Gartner Research

Role Specific Focus Areas

There are role specific insights and portals for Gartner for IT Executives CIO members:

- Public Sector CIO
- Midsize Enterprise CIO
- Higher ED CIO
- Enterprise CIO
- Business Unit CIO
- Levels of Service



There are multiple levels of service and professional development for Gartner for IT Executives:

- CIO Essentials
- CIO
- CIO Signature
- Gartner for Leadership Development
- CIO Academy
- Academy for Leadership Development

Gartner for IT Executives—CIO Essentials

Gartner for IT Executives—CIO Essentials is designed for technology-savvy CIOs who are personally interested in the management techniques required to manage and deploy technology. The service focuses on CIOs who are challenged with delivering strategic business value, as well as supporting the business in the most cost-effective way. In large enterprises, the CIO and IS organization are expected to optimize operational efficiency and deliver responsive service that meets the demands of the business. CIO Essentials members benefit from responsive service and preferential access to Gartner research and analyst expertise. CIO Essentials equips CIOs and senior IT leaders with the tools and knowledge they need to deliver exceptional business results for their organizations and develop themselves as successful business leaders. CIO Essentials offers research reports written exclusively for this audience, offering big ideas and innovation, as well as best-practice sharing and tactical insight. It also offers EXP-only events and access to some of the most respected analysts, practitioners and vendors in the industry. Topics range from CRM to BI to the challenge of aligning IT with the business and justifying IT to organizational leadership.

A Service Delivery Team provides CIO members with first-class care and attention. Their responsibility is to act as personal research assistants, leveraging all of Gartner's research assets for the benefit of the member. The Executive Advisor and Executive Client Manager assemble research in response to specific issues, find answers to any queries, and anticipate CIO questions and present research proactively, while acting as sounding boards and advisors.

In short, CIO Essentials is an upscale service for Gartner's most valued clients. It puts clear, concise and authoritative information at the fingertips of the CIO, allowing him/her to separate fact from fiction. It also connects the members to their professional peers through an unparalleled network of members and a select series of events, and signifies their leadership within the IT field.

Below are the deliverables available to you as a Gartner for IT Executives — CIO Essentials member.

Content

- Executive Programs Research Reports—Up to 12 (twelve) Reports per year, covering topics selected by Gartner such as IT Governance, Business Value of IT, Architecture, and other areas where business and IT intersect.
- Gartner for IT Executives—Targeted, role-specific content such as podcasts, videocasts, polling, and top research picks accessed via any of the Gartner for IT Executives role Web sites.
- Teleconferences—Up to 12 (twelve) teleconferences per year, hosted by Executive Programs Research Report Authors to discuss the topics of their Research Reports.
- Access to Gartner Core Research.
- Access to Gartner for IT Leaders content and role pages.
- Talking Technology Series—Concise and expert commentaries on the latest IT topics in a monthly audio program that can be listened to on gartner.com or downloaded to listen to in MP3 format.

Note: Schedules referenced above are approximations and are dependent on the publication schedule of relevant Research.

Use of Research

The Member may, on an occasional and infrequent basis, forward to specific individuals within the Client organization copies of individual research documents, not to exceed 25 (twenty-five) separate documents per contract year, for the purpose of facilitating executive decision making. This forwarding of documents may not



be done on a routine basis, or by means of posting on Client's corporate intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional User licenses from Gartner.

Assigned Service Delivery Team

A service delivery team, consisting of an Executive Advisor and an Executive Client Manager, will be assigned to the Member, and will serve as the Member's primary points of contact for all Gartner resources available under this Service. The Delivery Team will work with the Member to develop a plan, which will highlight value sought; identify key issues on which delivery of the Member's Service may focus; and outline how the Service can effectively deliver that value. Progress against the Member Value Plan will be reviewed during the contract year as follows:

- Review Meetings—Up to two (2) times per year, the Executive Advisor will meet face to face with the Member (the "Review Meeting"). These Review Meetings may be used to: (i) review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content; (ii) understand the Member's current initiatives; and (iii) develop, discuss the progress of, or evaluate the Member's Member Value Plan.
- Summarized Targeted Gartner Research—On an as-needed basis, Delivery Team will e-mail to the Member the appropriate Research based on the Member's Inquiry, summarize it, and highlight the parts pertaining specifically to the Inquiry

Advisory Services

1. Gartner for IT Executives Analyst Inquiry—Provides the Member with access to Gartner Analysts who are associated with the Service purchased by Client.
 - a. Participation in Analyst Inquiry is limited to the Gartner Analyst, the Member, and members of the Member's team (as reasonably required for the Member's business purposes). In all instances, the Member must be present on the Inquiry call and the purpose of the Inquiry call must be to advance the Member's agenda.
 - b. Participation in Analyst Inquiry as part of this Service is subject to the terms set forth in the Usage Guidelines for Gartner Services posted on gartner.com.
2. Executive Programs CIO Research Inquiries—Inquiry access to Gartner Executive Programs CIO Researchers through IT Executives Analyst Inquiry; limited to topics covered in the Executive Programs Research Reports, as published by Gartner Executive Programs.

Events

- Symposium/ITxpo®—One (1) complimentary invitation for attendance to Gartner Symposium/ITxpo, including all standard Symposium attendee rights plus Executive Programs VIP access. This invitation is non-transferable.
- Exclusive Executive Programs Events—Complimentary nontransferable invitation for attendance, by the Member only, at local content-based Gartner Events in Member's region or country.

Networking

- Facilitated Networking—Member may request meetings or conference calls with peers around a specific topic/issue in order to exchange information about best practices or areas of expertise. Available to Member only.
- Online Networking—Access to Gartner Peer Connect.

Gartner for IT Executives—CIO

Gartner for IT Executives—CIO is designed for the most senior-level IT executives of in large enterprises who lead IT in complex business environments. CIOs in these enterprises are under constant pressure to optimize costs and innovate, while driving significant contribution to the business. These members typically work within organizations and industries where IT is a key component of the enterprise business model.



CIO members depend on Gartner expertise, as well as their dedicated Gartner Executive Partner who acts as a trusted advisor. CIO members have the highest level of personalized access to Gartner resources, including the shared intelligence of the largest, most robust CIO network in the industry.

Below are the deliverables available to you as a Gartner for IT Executives — CIO member. Your Service Delivery Team, comprised of an Executive Partner and Executive Client Manager, is your best source of answers to any of your questions regarding this ongoing advisory relationship.

Content

- Executive Programs Research Reports—Up to 12 (twelve) Reports per year, covering topics selected by Gartner such as IT Governance, Business Value of IT, Architecture, and other areas where business and IT intersect.
- Gartner for IT Executives—Targeted, role-specific content such as podcasts, videocasts, polling, and top research picks accessed via any of the Gartner for IT Executives role Web sites.
- Teleconferences—Up to 12 (twelve) teleconferences per year, hosted by Executive Programs Research Report Authors to discuss the topics of their Research Reports.
- Access to Gartner Core Research.
- Access to Gartner for IT Leaders content and role pages.
- Talking Technology Series—Concise and expert commentaries on the latest IT topics in a monthly audio program that can be listened to on gartner.com or downloaded to listen to in MP3 format.

Note: Schedules referenced above are approximations and are dependent on the publication schedule of relevant Research.

Use of Research

The Member may, on an occasional and infrequent basis, forward to specific individuals within the Client organization copies of individual research documents, not to exceed 25 (twenty-five) separate documents per contract year, for the purpose of facilitating executive decision making. This forwarding of documents may not be done on a routine basis, or by means of posting on Client's corporate intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional User licenses from Gartner.

Assigned Service Delivery Team

A service delivery team ("Delivery Team"), consisting of an Executive Partner and an Executive Client Manager, will be assigned to the Member, and will serve as the Member's primary points of contact for all Gartner resources available under this Service. The Delivery Team will work with the Member to develop a plan (the "Member Value Plan"), which will highlight value sought; identify key issues on which delivery of the Member's Service may focus; and outline how the Service can effectively deliver that value. Progress against the Member Value Plan will be reviewed during the contract year as follows:

- Strategy Meetings—Up to four (4) times per year, the Executive Partner will meet face to face with the Member (the "Strategy Meeting"). These Strategy Meetings may be used to: (i) review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content; (ii) draw on the Executive Partner's professional experience to advise the Member in the context of the Member's issues; and (iii) develop, discuss the progress of, or evaluate the Member's Member Value Plan.
- Optional Substitutions for Strategy Meetings—Each of the following architected services are available to the Member for their use during the contract period. The Delivery Team will work with the Member to determine which, if any, of these services would be of value for inclusion in the Member Value Plan. Each session used by the Member will count as one (1) of the four (4) Strategy meetings to which they are entitled annually. Participation in these sessions is limited to the Member and members of the Member's team (as reasonably required for the Member's business purposes). In all instances, the Member must be present and the purpose of the session must be to advance the Member's agenda. Each of the following options may be used only once per contract year:



- On-site Analyst Briefing—Member meets on Client premises with a Gartner Analyst for a half-day for knowledge-based, individual or project advisory assistance, typically involving delivery of Gartner Content.
- Executive Programs Workshop—Member meets on Client premises with Gartner Executive Programs Expert for a half-day facilitated workshop focusing on the application of Gartner Executive Programs Research and action planning. Topic for the workshop will be selected by the Member and the Delivery Team from a list of available Executive Programs workshops and participation will be limited to 25 (twenty-five) Members.
- Contextualized Targeted Gartner Research—On an as-needed basis, the Executive Client Manager will e-mail to the Member selected Research which has been synthesized and put into the Member's context, based on the Member Value Plan.

Advisory Services

1. Gartner for IT Executives Analyst Inquiry—Provides the Member with access to Gartner Analysts who are associated with the Service purchased by Client.
 - a. Participation in Analyst Inquiry is limited to the Gartner Analyst, the Member, and members of the Member's team (as reasonably required for the Member's business purposes). In all instances, the Member must be present on the Inquiry call and the purpose of the Inquiry call must be to advance the Member's agenda.
 - a. Participation in Analyst Inquiry as part of this Service is subject to the terms set forth in the Usage Guidelines for Gartner Services posted on gartner.com.
2. Executive Programs CIO Research Inquiries—Inquiry access to Gartner Executive Programs CIO Researchers through IT Executives Analyst Inquiry; limited to topics covered in the Executive Programs Research Reports.

Events

- Symposium/ITxpo®—One (1) complimentary invitation for attendance to Gartner Symposium/ITxpo, including all standard Symposium attendee rights plus Executive Programs VIP access. This invitation is non-transferable.
- Exclusive Executive Programs Events—Complimentary nontransferable invitation for attendance, by the Member only, at local content-based Gartner Events in Member's region or country.

Networking

- Facilitated Networking—Member may request meetings or conference calls with peers around a specific topic/issue in order to exchange information about best practices or areas of expertise. Available to Member only.
- Online Networking—Access to Gartner Peer Connect.

Gartner for IT Executives—CIO Signature

Gartner for IT Executives – CIO Signature membership supports the CIO as described above plus a designated "Delegate" – often an aspiring CIO candidate who is intimately involved with the daily operational complexities of running IT or facilitating executive decision making with the CIO. The Delegate has access to the Content, Assigned Service Delivery Team, Advisory Services, Symposium/ITxpo®, and Online Networking (Gartner Peer Connect) deliverables described above, plus a professional development component called Gartner for IT Leadership Development.

The CIO Member has the option of providing the following professional development to the Delegate:

- Gartner for IT Leadership Development—Developed for the aspiring CIO and the professional development of the Delegate and accessed via the Gartner for Leadership Development web site.
- Individual Development Plan—The assigned Executive Partner will work with the Delegate to develop an individual development plan (the "Individual Development Plan"), which will highlight objectives sought, identify key areas of focus, and outline how the Service can effectively meet



those goals. Progress against the Individual Development Plan will be reviewed during the contract year using coaching teleconferences.

- Coaching Teleconferences—Up to four (4) times per year, the Executive Partner will conduct teleconferences (“Coaching Teleconferences”) with the Delegate. These Coaching Teleconferences may be used to: (i) review and apply Gartner for Leadership Development Research, Executive Programs research, or other relevant content; (ii) draw on the Executive Partner’s professional experience to advise the Delegate in the context of the Delegate’s professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Delegate’s Individual Development Plan.

Gartner for Leadership Development

Gartner for Leadership Development is a membership-based program for senior IT professionals who report to the CIO and who aspire to become CIOs or senior IT executives. Members will benefit from targeted professional resources designed to help them bridge the gap between IT professional and CIO.

Deliverables

Client may designate one named User, referred to herein as a “Member,” who will have access to the following deliverables:

Content

- Executive Programs Research Reports—Up to 12 (twelve) Reports per year, covering topics selected by Gartner that address where business and IT intersect.
- Teleconferences—Up to 12 (twelve) teleconferences per year, hosted by Executive Programs Research Report Authors to discuss the topic of their Research Report.
- Access to Gartner for Leadership Development Role-Based Web Page—Includes targeted Research, podcasts, CIO learning modules, videocasts, polling, and market news.

** Schedules above are approximations and are dependent on the publication schedule of the relevant research.*

- Assigned Executive Client Manager—Member’s primary point of contact for all Gartner resources available under this Service.
- Assigned Executive Partner—Works with Member to develop the Individual Development Plan (“the Plan”) which will highlight objectives sought; identify key areas of focus on which delivery of the Member’s coaching may center; and outline how the Service can effectively attain those goals. Progress against the Plan will be reviewed up to four (4) times per contract year via Professional Development Coaching Calls in which the Executive Partner will teleconference with the Member to (i) review and apply the Deliverables referenced above, and (ii) develop, discuss the progress of, and/or evaluate the Plan.

Development

- Gartner for Leadership Development Learning Modules
- Academy for Leadership Development—One (1) non-transferable invitation for attendance at a two-day (2-day) Academy session.

CIO Academy

Gartner CIO Academy is a professional development program tailored and reserved for CIOs and the most senior-level IT professionals in the client organization. Removed from the tactical concerns of the workplace, participants focus on strategic change management, personal productivity, and the critical alignment of technology and business. The learning is highly personal and satisfyingly practical, customized to the needs of each participant. The goals are for participants to share their challenges, elevate their thinking and return to their enterprises with a renewed perspective and tailored action plan for success.



Deliverables

Registered Participants for the CIO Academy follow the CIO Academy Curriculum as outlined on the gartner.com Web site, as part of a three-day (3-day) exclusive learning program. The CIO Academy Curriculum and Agenda are posted and updated on the gartner.com Web site: www.gartner.com/cioacademy.

Tuition for CIO Academy includes:

- Classroom Sessions
- Program Documentation
- Meals (commencing with arrival dinner and concluding with lunch on the final day)

CIO Academy reserves the right to limit class size in order to ensure exclusivity, maximum Participant interaction and networking, and maximum interaction with Gartner Analysts.

Registrations for CIO Academy may be canceled without penalty by written notice to Gartner at least ten (10) business days prior to the start of the CIO Academy. Cancellations made after that date are subject to a \$1,000 cancellation fee. If any Participant fails to issue prior written notice of its decision not to attend the CIO Academy, such Participant shall be required to pay the full CIO Academy Fee.

Substitution of Participants may be made at any time up to the start of the CIO Academy but any such substitution must be at a CIO-level position within the client company and must be communicated to Gartner in writing.

Registrations for CIO Academy may be transferred from one CIO Academy to another, provided that both CIO Academy events take place within the same calendar year.

CIO Academy is not included with an Executive Programs Membership.

Academy for Leadership Development

The Academy for Leadership Development (“the Academy”) is a professional development program for aspiring CIOs and other professionals who wish to advance to senior IT executive roles.

Deliverables

Registered Academy Participants (“Participants”) are entitled to the following:

- A two-day (2-day) exclusive learning program, the curriculum and agenda for which is outlined on the gartner.com Web site
- Classroom Sessions
- Program Documentation
- Meals during the Sessions

Gartner reserves the right to limit Academy class size in order to ensure exclusivity, maximum Participant interaction and networking and maximum interaction with Gartner Analysts.

Registrations for the Academy may be canceled without penalty by written notice to Gartner at least 10 (ten) business days prior to the start of the Academy. Cancellations made after that date are subject to a \$1,000 cancellation fee. If any Participant fails to issue prior written notice of its decision not to attend the Academy, the Participant shall be required to pay the full Academy fee.

Substitution of Participants may be made at any time up to the start of the Academy session but any such substitution must be communicated in writing to Gartner.

Academy Registration may be transferred from one Academy session to another once per calendar year, provided that both Academy sessions take place within the same calendar year. With the exception of Gartner for Leadership Development, the Academy is not included as part of any Executive Programs Membership.

IT Market Compensation Study

The IT Market Compensation Study is designed for IT and human resource executives who desire a competitive edge in attracting and retaining world-class IT professionals. The study, conducted on an annual basis, fills a void in the marketplace by providing clients with compensation data on the full spectrum of IT jobs in the marketplace.

If clients are experiencing increasing turnover of critical employees, this study is an effective tool for them in understanding the drivers of turnover. The study presents a comprehensive view of industry compensation that



is both specific and focused. Clients are not required to participate in the Study or submit data to Gartner in order to receive the full results.

Deliverables

- IT Market Compensation Study—A hard copy report and Web-enabled access to the full results of the Study for a term of one (1) year from date of order. Online access to the Study is limited to a total of five (5) Licensed Users within the Client organization for the term prescribed. Hard copy report content and data or capability accessed online include the following:
- Benchmark Job Descriptions—Descriptions on more than 150 IT jobs, including a brief summary of typical job responsibilities and typical education and experience requirements. Includes ability to download Benchmark Job Descriptions in either Microsoft Excel or Word format (online access).
- Compensation Data—Data on more than 150 jobs, including base pay, short-term incentives/bonuses, and total cash compensation. Includes compensation data by job title and compensation data summary reports at the national level. Compensation data summary reports are downloadable. In addition, data may be sorted by selected criteria (industry, region, enterprise and IT organization size) in Excel, comma-separated value (.csv), and text (.txt) file formats (online access).
- Current HR Practices—Aggregated benchmarking data about current market practices in such areas as recruitment, retention, reward, recognition, work/life programs, career development, and training programs. Ability to download in PDF all HR practices sections of the report, including sections on recruitment, retention, reward, recognition, work/life programs, career development, and training programs.
- Data Aging and Adjustment—Ability to age the data, adjust it by multipliers, and download it into an Excel file (online access).
- Data Cuts—Ability to perform and download predefined cuts of data by industry, enterprise size, IT organization size, and geographic market (online access).
- Workforce Management Research Reports—Workforce Management Research Reports offer timely research on the business trends and conditions that affect IT human capital. The information contained in these reports complements the study and is meant to address the need for current decision support data. These reports offer human resources (HR) and IT executives up-to-date information they need in order to maintain a competitive edge in attracting and retaining world-class IT professionals.

White papers written on trends and topics related to IT workforce management include, but are not limited to:

- Compensation trends
- Staffing strategies
- Emerging roles and descriptions
- Business condition analysis
- Career development
- IT leadership
- Organization competence

Gartner Events

Gartner Events offers the world's most comprehensive array of technology conferences for business and IT professionals. Attendees immerse themselves with global thought leaders, peers, and technology vendors to gain actionable advice. As one of the largest providers of events for IT professionals, we have an annual roster of 50+ conferences throughout the US, EMEA, Latin America and Asia/Pacific.

At a Gartner Event, you experience information-packed sessions led by Gartner analysts, cutting-edge technology showcases, peer exchange workshops, analyst One-on-One meetings, consulting diagnostic workshops, keynotes by technology's top leaders and much more. And they're open to everyone. You don't have to be a Gartner client to attend or exhibit at our events.



Gartner conferences are highly regarded among IT and business professionals worldwide because our unbiased content-rich sessions, tutorials, analyst One-on-Ones, Best Practices Forums, vendor demonstrations and keynote presentations are all developed to provide immediate solutions to the IT challenges, issues and opportunities facing our clients' enterprises.

Summit Conferences

Two- to three-day events that are topic specific, which include, but are not limited to, security, wireless technology, outsourcing, asset management, customer relationship management, data center, etc.

Symposium

Symposium/ITxpo is Gartner's flagship conference for IT and business professionals, featuring the expert analysis of Gartner analysts from around the globe. Symposium/ITxpo is held in the Fall in the United States and annually in Europe, Japan, South Africa and Australia. Symposium provides IT and business professionals with the opportunity to hear experts in the IT industry, including CEOs of top companies and other industry luminaries, as well as interact with Gartner analysts, leading solution providers, and fellow IT decision makers. A calendar of currently scheduled Gartner events can be found at <http://www.gartner.com/it/products/events/events.jsp>

Strategic Advisory Services

Gartner Strategic Advisory Services (SAS) are one- to three-day engagements that help managers validate a specific opportunity before making a major decision or investment. SAS engagements also offer "sanity checks" to help executives assess the status of an ongoing initiative before recommitting it to another round of funding.

Committing investment dollars to an opportunity that hasn't met your business case requirements or hasn't been fully vetted for risk is difficult for everyone involved. With Gartner Strategic Advisory Services (SAS) for end users, you get the extra insight and advice you need for those projects that require more than an advisory call but less than a full-fledged consulting engagement to mitigate risk or get on a path to success.

IT News & Insight

IT News and Insight from Gartner provides Client's designated users with self-service access to essential IT news and selected role-based Gartner Research via gartner.com. Users gain access to a variety of the latest IT research and resources, targeted to IT professionals in their roles and refreshed on an ongoing basis.

Deliverables

Licensed Users receive a range of written reports, including:

- Selected Published Research—A selection of hand-picked reports (in HTML format updated weekly) that focus on companies, products, markets, decision frameworks, and case studies. Includes access to Gartner First Takes Research.
- Webinars—Periodic Web conferences where Gartner analysts speak on timely topics in information technology and then solicit questions from listeners.
- Market News—Frequently updated job role relevant news aggregated from multiple sources.
- News Analysis — Informed insight from Gartner on breaking news in IT.
- Events Calendar—An annual calendar of upcoming Gartner Summits where Licensed Users can refresh their skills and learn from peers facing similar challenges.

Each Licensed User must establish and maintain a current profile on gartner.com. Each Licensed User will be issued a user ID and password, which are for their own personal use and which may not be shared with any other individual or group, either inside or outside of the Client organization.

1. Analyst Inquiry

DTMB may make unlimited ad hoc inquiries of analysts on issues and subjects of concern to DTMB. Analysts shall respond via email or telephone.

- Ad hoc analyst inquiries by email within one week of request
- Ad hoc analyst inquiries by telephone within one week of request
- Ad hoc analyst inquiries by Web within one week of request



- Provide oral responses to research questions within one week
- Provide written responses to research questions within one week
- Research analyst 30 min telephone conferences with ability to include non-users in teleconference with registered users, with the vendor providing a toll free number for the calls, usually 8 or less employees

Gartner analyst inquiry privileges for advisor seat holders are un-metered and are open to any issues our clients have, as long as Gartner has an analyst who covers the specific topical area. Licensed seat holders receive unlimited access to 30 minute blocks of time via telephone with the analysts. If additional time is required, seat holders can request an extension when scheduling the call.

Advisor seat holders can call in inquiries to 203-316-1200 to set up an analyst telephone inquiry. In addition, seat holders can submit their inquiry to inquiry@gartner.com or through the “Contact Gartner” link when logged in and our client services organization will work with seat holders to set up a call.

Analyst inquiry privileges generally involve research delivery and/or verbal interactions that interpret existing research. Most oral and written responses can be provided within one week of the request. Requests that require written responses, extensive analysis, or new research may on occasion require more than one week to provide a response. Registered seat holders dial a 1-800# for access to all analyst inquiry sessions. Actual details for analyst access vary by service and are specified in the Service Description for each specific service. Please refer to our Usage Guidelines in Article 2 regarding non-seat holder use case examples.

2. Research Materials

The subscription needs to be comprehensive and span all aspects of management and operation of information technology resources in the public sector. The following list indicates the content of research that the State of Michigan has needed over the past year.

- | | | |
|--|---|--|
| ○ Application development | ○ Government collaboration and sharing | ○ Project Management |
| ○ Audit compliance issues or findings | ○ Government-specific issues | ○ Purchasing and product selection |
| ○ Best practices | ○ Government-specific issues - Funding | ○ Security |
| ○ Broadband | ○ Government-specific issues - Legislation | ○ Security - network |
| ○ Business Intelligence | ○ Government-specific issues - Privacy | ○ Security - PCs |
| ○ Case studies | ○ Government-specific issues - Resource constraints | ○ Security - server |
| ○ Cloud Computing | ○ Health Information Technology | ○ Security - Web applications |
| ○ Coaching and training | ○ ICT classifications | ○ Servers |
| ○ Consolidation | ○ ICT Key Metrics Analysis & Insight | ○ Service Catalog |
| ○ Contract negotiation | ○ ICT workforce hiring | ○ Smart, Intelligent Buildings |
| ○ CRM | ○ Infrastructure services | ○ Smartphone Platforms |
| ○ Data Center Management | ○ IT Investment | ○ Software as a Service |
| ○ Data centers | ○ IT Organization | ○ Software auditing |
| ○ Data Leak / Loss Prevention | ○ IT Organization - Budget planning | ○ Software licensing |
| ○ Disaster recovery | ○ IT Organization - Financial forecasting | ○ State Transparency |
| ○ e911 | | ○ Strategic planning |
| ○ E-Discovery | | ○ Telecommunications |
| ○ E-Government solutions | | ○ Telecommunications - Contact Centers |
| ○ Email | | ○ Telecommunications - Service Catalog |
| ○ Enterprise Architecture | | ○ Telecommunications- Unified Communications |
| ○ Enterprise collaboration | | ○ Unified Communications |
| ○ Enterprise collaboration - Applications | | ○ Vendor comparison |
| ○ Enterprise collaboration - Communication | | ○ Virtualization |
| ○ Enterprise collaboration - Data | | ○ Virtualization - PC |
| | | ○ Virtualization - Server |



- Enterprise collaboration - Directories
- Enterprise collaboration - Documents
- Enterprise collaboration - Workflow
- Executive IT (CIO focus)
- Geographic Information Systems
- IT Organization - Governance
- IT Organization - Management
- IT Organization - Staffing
- IT Strategic Planning
- IT Trends and Emerging Technologies
- Legacy applications
- Life Cycle
- Life cycle - PCs
- Life cycle - Servers
- Metrics and Measurement
- Mobile Computing
- Mobile devices
- PC software
- Project Portfolio Management
- Virtualization - Storage
- Virtualization of servers
- WAN Optimization
- Web services

3. Web Access

The majority of the work and deliverables will consist of DTMB’s self-service access to research and advisory services document accessible using the Internet. Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work unlimited Web access and inquiry to all research and advisory documents must be available 24x7, at a minimum.

- All screens printable and well-formatted, along with printable graphs and charts
- Document download
- List of topics available with links to detailed research
- Navigation aids, buttons, and links to information
- Searching across entire database by article title
- Searching across entire database by author
- Searching across entire database by topic
- System must provide a Site Map
- Unlimited Web access and inquiry to all research and advisory documents, available 24x7

Gartner provides web access and inquiry to all research and advisory documents 24x7. In addition to supporting all the capabilities listed above, it’s worth noting the following enhancements requested by our clients that are now being delivered with great success:

- “My Gartner”—A Customizable Home Page on Gartner-com provides web pages that can be personalized to serve as gateways to published content and other resources to meet specific needs. Traditional access to Gartner’s foundational research covers a broad range of technology topics and provides knowledge tools such as special reports, Gartner Vendor Ratings, Gartner Hype Cycles, and Gartner Magic Quadrants.
- Gartner Business Wizard—Gartner’s Business Wizard is a personalized engine that identifies research, analysts and peers that align to phases of your key initiatives, vendor evaluation/selection and technologies you are using or considering. Through Business Wizard, Gartner captures your key initiatives, strategic vendor relationships and the related milestones. Then we proactively recommend relevant Gartner insight to you when you need it. It’s that simple. No need to search. Identify what you’re working on and when, and we’ll send you the best resources to make you successful!
- Peer Connect—Peer Connect is an online networking tool available to end user IT Leader, Industry, IT Executive, and Core Connect clients. Clients use Peer Connect to:
 - Share practical advice to avoid common pitfalls in strategic initiatives



- Get unbiased product and vendor references
- See at a glance if others recommend the products and services they're considering
- Expand their professional contacts instantly and globally

Peer Connect was designed in consultation with clients who asked to maintain a certain degree of privacy. This is one of the key differentiators of Peer Connect - it allows clients to feel confident that recommendations or comments they provide about vendor products/services, or specifics they share about their initiatives, are only attributable to them if they choose to network with a peer. This level of privacy allows members of Peer Connect to collectively benefit from browsing anonymous, yet credible, peer recommendations and comments. Over 7,000 clients currently subscribe to Peer Connect today.

B. Document Review

The contractor will be required to review documents provided by the State of Michigan. The contractor may be required to sign additional disclosure and confidentiality statements to be provided by the State. Documents may include but are not limited to: Strategic plan, architecture plan, Statements of Work, Request for Information (RFI), Request for Proposal (RFP) Review, Bidder responses and cost proposals.

Analyst Inquiry sessions may be used to request basic technology reviews of business-related documents that are 20 (twenty) pages or less and take up to 60 (sixty) minutes of an Analyst's time. Examples of these documents include requests for proposals, marketing or business plans and procurement agreements. Gartner understands that analysts may be required to sign additional disclosure and confidentiality statements provided by the State.

Contract Reviews

As part of Advisor-level access, clients have resources available for high-level reviews of the major elements of contract pricing and business terms.

Contracts and proposals are more complex than ever. Vendors introduce new pricing, licensing models, maintenance options and audit clauses every day. It is nearly impossible to keep up unless you have day-to-day visibility into the market. Gartner does.

Our analysts review thousands of hardware, software, services and telecom contracts and proposals each year and we find hard-dollar savings in 75% of the contracts we review. Gartner contract reviews deliver three indispensable services:

- *Pricing Proposal and Comparative Analysis*: Is the proposal priced competitively? Does it contain hidden costs?
- *Business Terms and Conditions Review*: Are there opportunities to improve the business terms? Are there clauses in the contract that add risk?
- *Negotiation Strategy*: What's the best way to negotiate a better deal? Which strategies achieve real cost savings?

Contract reviews are available to Advisor-level clients of Gartner for IT Executives, Gartner for IT Leaders, and Gartner Core Connect Research. Reviews are limited to documents (or excerpts) of 20 pages or less.

Analysts will present their findings in a 30 minute inquiry call scheduled around their availability. We do not offer a written analysis or "mark up" contract documents. This is not a legal service. Clients should work with their enterprise legal team before crafting contract language.

Requesting a contract review is easy. Complete the Contract Review area on gartner.com or contact client services or your account executive.

C. Post Award Marketing Plan

Provide a Post Award Marketing Plan describing how subscription services will be marketed and deliverable across DTMB. The purpose of the marketing plan will be to increase overall utilization of subscription services and to ensure that employees know how to use the services and understand the scope of available services. The plan should address marketing for the period following initial contract signing for the subscription and continuing throughout the term of the subscription.



Post Award Marketing Plan

Gartner values and promotes a collaborative, interactive environment and will work hand-in-hand to understand the IT and business needs of DTMB and other state agencies participating in this contract. The goals of our support plan are:

- Insure that all state agencies are kept informed of the services available under the contract and the process for requesting access to those services.
- Insure that all executive branch agencies are represented by at least one seat holder as appropriate
- Insure that all seats are filled with active participants
- Insure that all individual seat holders understand the scope of available services and how to use the services and resources available.
- Insure that each seat holder is communicated with at least once per month, either in person or by phone or e-mail.
- Maintain a technology interest profile for each seat holder so that we can proactively keep them informed of on-site briefings, teleconferences, conferences or other events that may be relevant and of interest to them (i. e. Security, Applications, Business Intelligence, Project Management, etc.)

The State will benefit from the Gartner Account Team's government experience and ability to facilitate relationships between Michigan's users and Gartner analysts, consultants and executive leadership. Gartner is proud to offer an account support team that will continually monitor the needs at all levels of the DTMB organization and participating state agencies. Your Sr. Account Executive is available for on-site visits to Michigan agencies to assist in facilitating inquiry or research requests on a proactive basis. In addition, Gartner will periodically conduct meetings and reviews with DTMB and other state agencies to ensure that their needs are being met.

How to Use Gartner Services Overviews

The local Gartner Account Executive will work with each DTMB seat holder (i.e., CIO, I/O, CSD, IT Leader/Manager, etc.) to schedule a general "How to Use Michigan's Contract with Gartner" presentation to agency IT staff. The Inside Client Partner, Executive Partner, and/or Executive Client Manager, may participate via speakerphone in these meetings to describe their support roles. These meetings will take place once per year per agency, or as often as required based on change in agency IT personnel. In general, the goals for these sessions include

- Overview of the deliverables of the Gartner contract (access to research, conference availability and schedule, analyst inquiry process, etc.)
- Suggested best practices for effective utilization of these resources
- Identification of new users, conference attendees, etc. and discussion on the process for account requests, conference ticket requests, analyst inquiries, etc.

Getting the Most out of Your Gartner Account – Individualized Web Tours

Each new user will be given a one-on-one onboarding telephone/web based tour of www.gartner.com by either the Gartner Inside Client Partner and/or a member of the Client Services Organization. The primary objective is to ensure that our clients new to Gartner are able to quickly leverage their Gartner access privileges, and in doing so, immediately begin to realize a return on their investment. Goals for the session include:

- Navigational overview of the Gartner web portal site
- Instructions on use of the Search and Advanced Search tool
- Review of Focus Areas and overall research structure including discussion of key Gartner research constructs (Magic Quadrants, Hype Cycle, Vendor Ratings, etc.)
- Discussion of individual areas of interest and assistance in creating and customizing alerts on your key technology topics and business initiatives
- Instructions and advice on interacting with the Client Services Organization for scheduling analyst conference calls and requesting additional written research
- Tips on where to find pre-populated, customizable and actionable content in the form of RFP/RFI templates, maturity assessments, ROI tools, presentations, and more.



Online Training & Development @gartner.com

An online training program is available and consists of instruction modules developed to help you get the most out of gartner.com. It is set up as a webcast so you will be able to view and listen to each of the modules. The training will point out the key areas of the Web site. Each module will guide you through a different area of the Web site. You can listen to one or all of the modules according to your needs and/or preferences. The modules will provide you with general information, however, you can schedule a more personalized training session by contacting a member of your Account Team. Online training is offered in several languages, can be accessed from our Web site, under the “Help” title bar on the homepage.

Quarterly Impact Reviews

In addition to the electronic monthly reporting outlined above, Gartner proposes a formal quarterly impact review — one hour, each quarter, conducted with senior DTMB staff. The intent of these reviews is to discuss overall observations of our relationship as well as utilization (and value delivered) of Gartner services during the previous quarter. This will also allow DTMB/Gartner to identify key initiatives, contracts/procurements, individuals, milestones, etc. for the coming quarter which will help focus Gartner’s priorities, resources and activities going forward.

Similar quarterly reviews will take place with Agency Services Information Officers (IO) and/or agency program personnel with large, complex IT application initiatives. These reviews will be with the agency IO and will include a review of agency strategic application and business initiatives, identifying Gartner analysts that align to those key initiatives, and where Gartner could be of service on those future projects and initiatives.

Quarterly Impact Assessments

Each quarter, the Gartner Account Team will prepare and deliver one electronic copy of a Quarterly Impact Assessment containing utilization data in MS Powerpoint format to the DTMB OED. The assessments will include, but not be limited to the following key metric data:

- Summary of Key Initiatives
- EXP Program Interactions
- Usage Analytics
- Documents and Inquiries Trend
- Document and Inquiries by Focus Area
- Documents and Inquiries by Top Users
- Standard vs. Non-Standard Inquiries
- Seats Purchased vs. Seats Utilized
- Contract Review/Document Review Analytics
- Contract Negotiations Data from CFC
- SAS & CED Days
- Events Attendance
- Summary of Events Tickets Utilization
- Consumption Pages grouped by Focus Area

Account Team Support

Members will benefit from the Gartner account management team’s ability to facilitate relationships with analysts, consultants and executive leadership. Gartner is proud to offer an account team that will continually monitor the needs at all levels of the organization. In addition, Gartner will periodically conduct status meetings and reviews to ensure that needs are being met.

Gartner management has assigned an experienced account team that is responsible for developing, executing and monitoring the plans and activities that will enable Michigan to maximize the resources available to you under the Gartner contract. Core members of the Account Team include the Senior Account Executive (Brian Lynch) and Inside Client Partner (Jerry Van Fleet), and the Gartner Client Services Organization. Depending on additional services selected by the State of Michigan, this core account team will be supplemented by other team members from Executive Programs, Burton Group, Gartner for Enterprise IT Leaders, or other specialized Gartner service offerings. Individual team members and specific responsibilities are defined below.



Team Member	Title	Phone	e-mail
Brian Lynch	Sr. Account Executive	614 431 7150	brian.lynch@gartner.com
<ul style="list-style-type: none"> ■ Serves as the focal point for your business relationship with Gartner ■ Responsible for understanding your issues, initiatives and needs so that Gartner can contribute in the best possible way ■ Meets regularly with senior level executives ■ Administers billing and client services issues through Gartner Financial Services ■ Conducts/provides your organization with quarterly reviews on use of Gartner services to ensure that maximum value is delivered ■ Develops actions plans for your organization to utilize new Gartner products or services ■ Supports your organization by distributing Gartner information pertaining to analyst visits, calls, events, and conferences 			
Jerry Van Fleet	Client Partner	239 561 4491	jerry.vanfleet@gartner.com
<ul style="list-style-type: none"> ■ <i>The Inside Client Partner will supplement the Account Executive's efforts by providing timely support by phone, fax or e-mail during normal business hours</i> ■ <i>Helps you administer user accounts, reset passwords, reassign user seats and update addresses.</i> ■ <i>Proactive calls to low/no usage seatholders to help them get actively engaged with Gartner services</i> ■ <i>Provides web-based tours of the Gartner web site</i> ■ <i>Acts as your liaison with the Gartner Events organization</i> ■ <i>Provides periodic newsletter with highlighted research and audio-conference schedule</i> ■ <i>Alerts clients to Gartner events and analyst visits</i> 			
Client Services Organization (CSO)	Client Services Representatives	203 316 3807	inquiry@gartner.com

- Role:
- *A large part of a Gartner relationship is the careful, considerate management of client requests for interactions with Gartner analysts*
 - *The CSO representative serves as a focal point and coordinator for all analyst inquiries from the State of Michigan*
 - *Provides user assistance with research requests, copies of Theme Conference presentations, short answer written responses, etc.*
 - *Initiates follow-up e-mail after each client/analyst discussion to verify that the client's question(s) were addressed sufficiently, and tracks any Gartner action items that resulted from the call.*
 - *CSO (New Client Engagement) onboarding team provides one-on-one onboarding assistance for each new seatholder so that the user understands how to effectively utilize all components of www.gartner.com.*

Gartner strives to ensure that there is an account team assigned to our Public Sector clients who are readily available to respond to any requests or issues that may arise. The Gartner Account Management Team should always be your first step for questions or issues. However; we understand that there may be times when an issue needs to be escalated. The escalation steps we request our clients to follow with regard to account administration/management are: (current personnel listed, subject to change):

(1) Account Management Team

Senior Account Executive Brian Lynch +1 614 431 7150 brian.lynch@gartner.com	Inside Client Partner Jerry Van Fleet +1 239 561 4491 jerry.vanfleet@gartner.com
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Senior Account Executive
Tim Bell—Burton Group
+1 614 389 3611
tim.bell@gartner.com

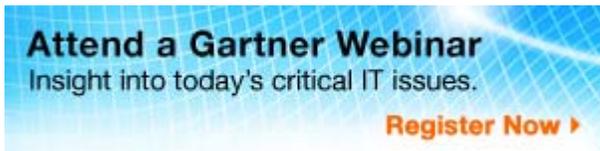


2) Area Manager—Public Sector
 Tiffany Moglebust
 +1 804 778 7995
tiffany.moglebust@gartner.com

(3) Vice President—Public Sector
 Larry Free
 +1 919 844 3957
larry.free@gartner.com

The entire account team is committed to continuing our excellent track record of providing the State of Michigan with proactive research advisory services and the best resources to meet your needs.

Analyst Sessions for Employee Personal & Professional Development (Webinars)



Gartner one-hour webinars provide IT and other business professionals the opportunity to interact with Gartner analysts about a wide range of topics. *Our **Weekly Webinar** series delivers tactical advice that can impact the success or failure of your top initiatives. With emphasis on reducing costs, you will leave these sessions with specific actions you can take immediately.* Gartner's webinars are available to registered users and non-users within a client's organization. Often our clients promote Gartner Webinars on their intranet and use a graphic hot link similar to the one above to make it easy for their employees to enroll. The State of Michigan has done this through the Office of Enterprise Development.

Analyst Inquiry—Value Assessment

Gartner has employed a third party firm, Metrix Matrix, to function as an independent client satisfaction survey vendor. After an analyst inquiry, Metrix Matrix may contact the individual client regarding the service that we provided with the fulfillment of the inquiry. Client participation in the survey is greatly appreciated and the results are communicated to the account team immediately. This aids Gartner in our efforts to serve you better in the future.

D. Consulting Services – if requested by a Statement of Work

This service would be requested on an as needed basis and would be identified in a specific request along with a detailed statement of work, including deliverables to be provided (see Attachment D: Statement of Work Template),

When service is requested, the contractor must respond to the statement of work with a proposal that includes the maximum project cost, based on the labor rates provided in the contract and a project timeframe. Resumes may be required. DTMB will have the sole right to accept or reject the proposal, or ask for modification. (See Attachment E: Costs Tables)

Gartner has included our labor rates in Table 2 of Attachment E as required. The following sections provide background on our independent consulting services and Gartner consulting service offerings available for the State of Michigan.

Gartner Objectivity and Independence

Government is held to the highest standards. Public oversight demands that government technology decisions be thorough and well-researched; technology acquisitions must be beyond reproach in terms of objectivity and fairness. In this heavily scrutinized environment, our unrivalled objectivity and credibility are perhaps your greatest assurance. At a time when alliances between major consultancies and IT suppliers



have clouded the landscape, Gartner remains resolutely independent. The credibility of our world-leading research and consulting services is predicated on our objectivity and fairness. Gartner is neither a system integrator nor a technology product reseller. With the broad scope of technology issues facing the public sector today, having an objective ally by your side is essential for success.

Gartner Consulting Service Offerings

Gartner Consulting is the leading consultancy at the nexus of technology and business, helping clients define key strategies, manage major technology initiatives, optimize operations and achieve high returns on their IT investments. Our experienced practitioners apply rigorous methodologies, critical thinking, deep analytics, and knowledge management to solve your most pressing issues and deliver maximum business value. Our solutions address the breadth of your business needs from defining key strategies to achieve agency business objectives, developing enterprise plans to manage IT risk, and managing the State’s most critical initiatives. We work with the State through all stages of the project life cycle to help solve your greatest challenges. We help you make critical decisions on your IT direction, define the initiatives and road map to achieve that direction, and work with you to ensure these key initiatives are delivered successfully. Specifically, Gartner Consulting provides:

- A focus on long-term planning and technical architectures.
- A unique and robust methodology. Our methodology indicates an understanding of the requirements of a long-term plan and presents a road map for attaining a client’s goal. In addition, our use of a standard model for architecture development reduces the risk of architectural oversight or project delays.
- A team whose members are balanced among: (1) management and technical consulting, (2) IT assessment, (3) strategic analysis, (4) market planning and (5) primary research.
- Nationally known professionals in the key technical areas required for the project. Gartner professionals are highly respected in the industry and provide proven expertise.

Figure 3. Gartner Consulting Solutions Framework





Gartner Consulting Capabilities

Gartner can assist the State of Michigan in a variety of areas including:

CIO & IT Executives	Applications
<ul style="list-style-type: none"> ■ IT Cost Optimization ■ Strategic Planning ■ IT Governance ■ IT Organization 	<ul style="list-style-type: none"> ■ Enterprise Resource Planning ■ Cloud Computing ■ Application Development ■ Application Overhaul
Infrastructure & Operations	Program & Portfolio Management
<ul style="list-style-type: none"> ■ Data Center Modernization & Consolidation ■ ITIL & Process Improvement ■ Virtualization ■ VoIP, UC & Collaboration 	<ul style="list-style-type: none"> ■ PMO ■ Project & Program Management ■ Project & Program Assessment ■ Project Portfolio Management
Enterprise Architecture	Go-to-Market Strategy
<ul style="list-style-type: none"> ■ <i>Enterprise Architecture Program</i> ■ <i>Health Check</i> ■ <i>Program Launch</i> ■ <i>EA Development</i> 	<ul style="list-style-type: none"> ■ <i>Go-to-Market Planning</i> ■ <i>New Market Opportunities</i> ■ <i>Acquisitions & Alliances</i> ■ <i>Channel Strategies</i>
Sourcing & Vendor Relationships	Security & Risk Management
<ul style="list-style-type: none"> ■ <i>Outsourcing</i> ■ <i>Sourcing Strategy</i> ■ <i>Vendor Selection</i> ■ <i>Negotiate Vendor Contracts</i> ■ <i>Vendor Management</i> 	<ul style="list-style-type: none"> ■ <i>Identity & Access Management</i> ■ <i>IT Risk Management</i> ■ <i>Infrastructure, Application and Data Protection</i> ■ <i>Compliance</i>

Benchmark Analytics is the benchmarking capability within Gartner Consulting. By using our rigorous methodology and Industry experience, we will compare client results with that of peer organizations in order to identify relative performance, gaps in services, and recommendations for improvement across a broad range of IT services. Gartner’s Benchmarking Product portfolio is comprised of three distinct categories of offerings:

- **IT Leader Scorecards** are annual scorecard services that are aligned with Gartner for IT Leaders. Each scorecard compares costs, service levels and process maturity and provides high-level peer group comparisons.
- **IT Executive Benchmarks** are prepackaged benchmarks targeted at specific events like the annual budgeting cycle or the appointment of a new CIO. Clients receive detailed analyses and actionable recommendations that drive tangible results.
- **IT Custom Benchmarks** are individually configured, project-specific benchmarks. Examples include benchmarks to support mergers and acquisitions and complex business process and IT outsourcing contracts.



Benchmarking is a proven tool to manage many of the following challenges and key IT initiatives for clients:

Challenges & Initiatives	Application and Value of Benchmarking
Cost Reduction/Optimization	Identify & justify cost rise or reduction potential
Growth Planning	What should IT look like, how to best rebuild
IT Sourcing	Compare internal costs with expected market pricing
New CIO	Measure now and after a year to quantify your progress
Merger & Acquisition	Identification of best performing units
Budget Validation	Ensure budget is in line with peers
Reducing Carbon Footprint	Measure reductions and hard dollars saved
Funding New Projects	Create trust : Prove you spent the money in the right way
Project Management Office	Evaluate your PMO delivery and process maturity
Applications Rationalization	Get a baseline of existing portfolio to begin change
Charging for IT Services	Dissatisfaction with charges, what should be the price
Business Case Support	Measurement can build scenarios based on facts
Information Security	Validate your IS Security spend compared to peers

The Gartner Consulting Advantage

Succeeding in government today depends on understanding the power and potential of technology. It’s how you reach your constituents. It’s how you control your operations. It’s critical to your strategy. And it’s the way you succeed in the connected world.

About Gartner Public Sector

Gartner helps public sector agencies make confident technology and business decisions by providing them the necessary tools to successfully plan, evaluate, execute and manage their most vital initiatives. We have worked with thousands of public sector agencies around the world, including federal, state and local government agencies; public utilities; and public education institutions.

Gartner’s proven capabilities can support all phases of the technology life cycle, from planning to implementation. We apply industry best practices for systems planning, procurement and implementation oversight (quality assurance) with a clear understanding of the unique needs and challenges of the public sector environment.

Our public sector teams perform technology planning and assessments and have experience working with government control agencies and decision makers to help justify moving forward with your technology initiatives. For example, we frequently perform business case and feasibility studies that facilitate agency approval of multiyear budget appropriations for complex technology projects. Additionally, we are familiar with public sector procurement processes and can offer extensive sourcing services, including the development of technology RFPs and assistance on selection evaluations and contract negotiations. Key benefits with include:

- ***Business-focused:*** Public sector clients turn to Gartner for help with both strategic and tactical decisions because we offer what no other consulting firm can: advice on developing a results-oriented business strategy that’s backed by the power and reach of Gartner research.
- ***Direct access to analysts:*** While other consultants are limited to published research, Gartner consultants are working with Gartner analysts around the world every day, staying well ahead of the information curve.
- ***Assured accuracy:*** How can you be sure that the advice you receive is accurate? Gartner utilizes exclusive tools and proven methodologies, including the largest and most accurate peer databases in the industry. Whether you are evaluating an outsourcing contract, justifying an investment or verifying your internal performance, we offer the clarity you need.



- **An independent partner you can trust:** At Gartner, we take our independence very seriously. We have no incentive to recommend specific technologies; we do not perform any implementations. Our only allegiance is to helping you achieve the results you want with solutions that make sense.
- **End-to-end life cycle support:** We can take you from opportunity to measurement to strategy to real results. We can support you from making the right decision through day-to-day execution. Every day, we work with the world’s largest companies and technology suppliers on their biggest issues. And that knowledge is put to work to benefit all our clients.

Public Sector Program Experience

We understand the complexity and interlocking relationships of government organizations. Our consulting team has in-depth experience in many key sub-vertical markets within the public sector, including but are not limited to the following examples:

- Public safety (including law enforcement, fire protection and prevention, and emergency medical services)
- Justice (including courts, correctional institutions and other justice agencies)
- Health and human services (including welfare, child support, Health Insurance Portability and Accountability Act of 1996 [HIPAA] and other areas)
- Finance and human resources
- Education (including higher education and K–12)
- Transportation and Highway Safety
- Tax
- Public works and utilities
- Elections/Voting
- Property management
- Planning, licensing and permitting
- Natural resources and environmental protection

Table 1. Depth and Breadth of Gartner Public Sector Experience—Selected Examples

Client	PMO	Planning & Assessment	Vendor Selection	Business Process Improvement	Technology Strategy	Human Services	Education	Administration (incl. IT)	Workforce Development
L.A.		X	X				X	X	
NYC	X	X	X	X	X	X	X	X	
CA	X	X	X	X	X	X		X	
KS		X			X			X	
OH		X	X	X	X	X		X	X
PA		X		X		X		X	
TX		X	X	X	X	X		X	
VA		X	X	X	X			X	

The table below summarizes the Gartner Difference and the uniqueness of Gartner’s public sector consulting.

Table 2. The Gartner Difference

Key Consulting Criteria	Critical Consultant Questions:	Gartner Position	Gartner Difference
Independence	Sell hardware?	No	Gartner is not a system integrator with preferred partner relationships. Our sole focus is your business and service delivery needs.
	Sell software business solutions?	No	



	Perform system integration?	No	
Objectivity	Have a track record and business model that ensure objective recommendations?	Yes	Because of our objectivity, we've been the trusted thought leader in the IT arena for more than 30 years. Our research assessments and prognostications influence the entire industry. Public sector clients have depended on the objectivity of Gartner's planning and procurement support to ensure the selection of solutions that best meets the needs of government.
Industry Perspective	Possess industry-wide research?	Yes	Through our interactions with 60,000 clients in 10,800 distinct organizations worldwide, we can bring both quantitative and qualitative context to your IT decisions, and help you make those decisions with confidence and efficiency. Gartner's largest client base is in the public sector. Not only do we bring the depth of IT understanding and best practices, but also best practices for improving the policies, practices and operations of government.
	Possess industry-wide benchmarks?	Yes	
	Possess direct experience with similar initiatives around the world?	Yes	
Depth of Resources	Have the ability to draw on expertise and resources across a broad range of technologies?	Yes	We have 730 analysts worldwide, 450 consultants, and operations in 80 countries. Our proprietary Knowledge Map includes 800 technology and business topics.
Public Sector Knowledge	Possess specialized knowledge in government business and programs?	Yes	Many Gartner consultants and research analysts have worked in or with government for years. We understand the crucial differences between the public and private sectors.
	Understand government budgeting and procurement?	Yes	
Credibility	Have a reputation and brand that help sell your decisions?	Yes	A survey of 1,600 business-technology professionals, conducted by Optimize magazine, found Gartner to be the analyst company with the most influence over how CIOs purchase or implement technology—nearly twice the influence of the nearest competitor. We are quoted an average of 70 times a week in the world's top-tier business press.

E. Added Value Services

The State is interested in additional services that may add value. Examples include, but not limited to:

- Research Analyst On-site visit providing presentations and Facilitated sessions
- Conference ticket
- Pre-recorded media,
- Webinar Technology briefings



- Executive Support - Provide access for DTMB Executives to national-level governmental IT Executive forums and peer groups to promote understanding of Information Resource issues.
- Government Focus - Overall research capability to provide information, wide range of services and solutions in a complex IT market; expertise in serving the government market and understanding of government needs
- Shared resources across the enterprise.
- Analyst Presentations - Including but not limited to:
 - a. Conferences, workshops, seminars, etc with corresponding documentation made available after completion of session
 - b. Research analyst online briefings
 - c. Research analyst Podcasts
 - d. Research analyst Web casts

Added-Value Offerings

- Client Engagement Days—Occasionally Gartner analysts are traveling or in the region and are able to schedule informal meetings with clients for high level discussions. These are on an “as available” basis scheduled through your Account Executive.
- Gartner also provides Local Briefings in the Detroit area that are free of charge for Gartner clients. These briefings give clients the opportunity to network, learn about new strategies, technologies, etc. and spend some one-on-one time with the Gartner analysts.
- Strategic Advisory Services—Gartner will work with the State of Michigan to schedule on-site analyst visits whereby an analyst can provide canned presentations or facilitate informal discussions with user groups or staff to educate them on specific predetermined topics. This is a billable engagement lasting 1-3 business days.
- Public Sector Account Management Team—Gartner provides an experienced account management team that focuses strictly on Public Sector clients. This focus provides for additional insight and peer exchange as part of the service offerings.
- Executive Briefings—Executive briefings are intensive one-day interactive sessions with Gartner analysts, providing a forum to present key issues, and strategic planning assumptions. This permits the client to interact with our analysts at an off-site environment that is free from distractions. Clients who maintain a minimum contract value (currently \$125k or more) of Gartner services are entitled to one Executive Briefing per contract year, to be provided at a local Gartner office.
- Gartner Events on Demand—While nothing can replace the experience of attending a Gartner event, we know many public sector clients often have challenges in getting approval for travel out of state. Gartner Events On Demand makes it possible to access the depth and breadth of insight presented at the event (i.e., Summits and Symposium/ITxpo) right from your computer, on demand at <http://www.gartnereventsondemand.com/>. Clients can purchase instant access to multimedia sessions from around the world and receive the following:
 - Perfectly synchronized audio and slide presentations exactly as they were delivered at the event
 - Keynotes, panel discussions and all Gartner analyst presentations*
 - A fully searchable agenda, track descriptions and slide contents
 - Downloads of the .mp3 audio files from the event
 - Downloads of the .pdf files from the event
 - *Keynote presentations and other external speaker sessions may not be included if presenters do not provide consent and release.



1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

A. Contractor Staff

Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

All Personnel may be subject to the State's interview and approval process. Any staff substitution must have the prior approval of the State.

The Contractor will provide an Account Manager to interact with the designated personnel from the State. The account manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by the State. The Contractor's account manager's responsibilities include but not limited to:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

B. On Site Work Requirements

1. Location of Work – State of Michigan offices – on-site, as needed

2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.



3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements:

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

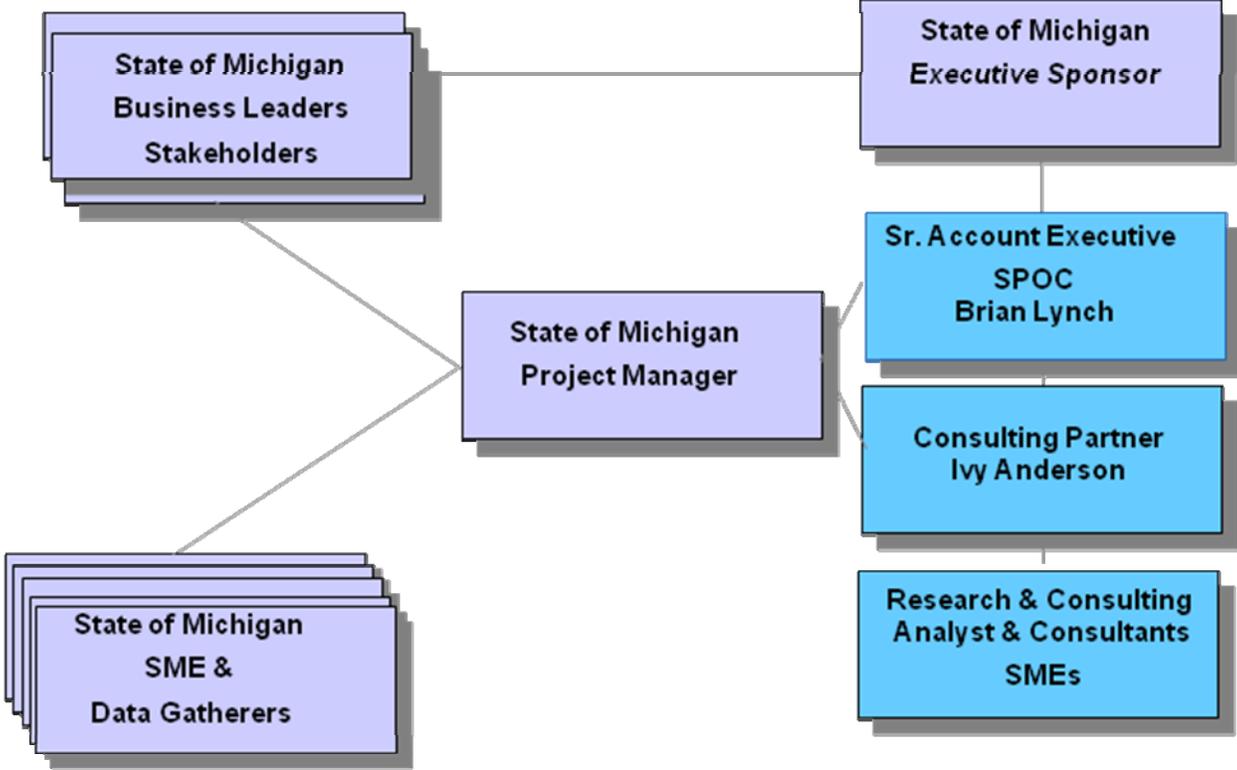
In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

The overall Gartner relationship manager for the State of Michigan will be your Account Executive – Brian Lynch. Brian will be responsible for coordinating all the necessary resources required to fulfill both research and consulting services requests from the State. He will work with the DTMB Office of Enterprise Development and other agencies/departments as necessary to make sure Gartner’s services are being both marketed and utilized.

We have found, based on our extensive experience working with government agencies, that a collaborative and cohesive effort between Gartner and the State’s team members is essential to the success of all service delivery engagements. Figure 4 provides guidance on suggested core (project) team personnel composed of State & Gartner staff responsible for working together in the delivery of research and consulting services.

Figure 4. Suggested Project Team Personnel





1.202 State Staff, Roles, and Responsibilities

The DTMB, Office of Enterprise Development is responsible for the administration of the services within the contract. DTMB shall provide a program manager as a contact for all issues pertaining to the execution of services and deliverables under the contract. As of the effective date for contract commencement the DTMB Project Manager shall be:

Jim Willems
Michigan Dept. of Technology, Management and Budget
OED Office of Planning
Lewis Cass Bldg, 1st floor
320 S Walnut Street
P.O Box 30026
Lansing, MI 48913
Phone: 517-335-2109
E-mail: willemsj@michigan.gov

DTMB shall also provide a Contract Compliance Inspector, who shall be responsible for overseeing the proper execution of all terms under the contract and who shall coordinate all contract change requests. The DTMB Contract Compliance Inspector shall be:

Patty Bogard
Michigan Dept. of Technology, Management and Budget
DTMB-Purchasing Operations, Contract Administration Unit
Mason Building, 2nd floor
530 W. Allegan
Lansing, MI 48933
Phone: 517-335-4051
Fax : 517-335-0046
E-mail: bogardp@michigan.gov

1.203 Other Roles and Responsibilities - Reserved

1.301 Project Plan Management

For consulting services requested under this contract, a project plan may be required. The requested project plan must be delivered within the timeframe specified by the State's Program Manager. The project plan must reflect the tasks lists identified in each section of this contract. Any changes to scope or schedule or budget must follow a change management process, and they must be agreed upon and communicated to the State of Michigan's Program Manager in writing explaining the reason for the change and the impact.

The contractor will manage the project in accordance with the best practices and guidelines in PMBOK® (Project Management Body of Knowledge from the Project Management Institute), in the framework outlined in the State of Michigan's Project Management Methodology (PMM). The Methodology is available at www.michigan.gov/projectmanagement. The intent of these requirements is to deliver the highest quality solution by deploying and maintaining best practices, methodologies, tools, and knowledge within a structured framework.

The Contractor will use an automated tool(s) for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The Contractor is expected to supply such documents electronically using Microsoft Project, as a project management tool.



The use of automated project management tools shall include the capability to produce:

- a) Staffing tables with names of personnel assigned to Contract tasks.
- b) Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each. Updates must include actual time spent on each task and a revised estimate to complete.
- c) Graphs showing critical events, dependencies and decision points during the course of the Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such standard is described with reasonable detail in the Statement of Work.

The project plan will outline all tasks needed to complete the project, and all resources needed. This project plan will include expected dates and duration of needed resources. The project plan will be reviewed by both the contractor's project manager and the State's project manager and updated to include any necessary modification.

Gartner uses Microsoft Project for project planning activities

1.302 Reports

Reporting formats must be submitted to the State's Program Manager for approval within twenty (20) business days after the effective date of the contract. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Monthly utilization reports shall be submitted and include, but are not limited to, the following metrics:

- 1. Total number of registered users for the quarter
- 2. By user the number of research documents retrievals by retrieval method (e.g., Web search, push/pull, etc.)
- 3. By user the number of research document retrievals by topic area or service
- 4. Number of analyst inquiries by user (counted by questions resolved, not contact points)
- 5. Summary of analyst inquiries by topic
- 6. Number of attendees for teleconferences/webinars
- 7. Summary of vendor activity and interactions with DTMB employees
- 8. Detail of all engagements for services that exceed the base annual subscription fee, including their billable monetary value.

Comments

Quarterly Impact Assessments

Each quarter, the Gartner Account Team will prepare and deliver one electronic copy of a Quarterly Impact Assessment containing utilization data in Microsoft Powerpoint format to the DTMB - Office of Enterprise Development (OED). The assessments will included, but not be limited to the following key metric data:

- Summary of Key Initiatives
- EXP Program Interactions
- Usage Analytics
- Documents and Inquiries Trend
- Document and Inquiries by Focus Area
- Documents and Inquiries by Top Users
- Standard vs. Non-Standard Inquiries
- Seats Purchased vs. Seats Utilized
- Contract Review/Document Review Analytics
- Contract Negotiations Data from CFC
- SAS & CED Days
- Events Attendance
- Summary of Events Tickets Utilization
- Consumption Pages grouped by Focus Area



1.400 Project Management

1.401 Issue Management

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for agreed upon consulting projects and for issues relating to the provision of research and advisory services. The issue management log must be communicated to the State's Program Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

1.402 Risk Management

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project. Risk management generally involves (1) identification of the risk, (2) assigning a level of priority based on the probability of occurrence and impact to the project, (3) definition of mitigation strategies, and (4) monitoring of risk and mitigation strategy.

The Contractor must create a risk management plan for agreed upon consulting projects. A risk management plan format will be submitted to the State for approval within twenty (20) business days after the effective date of the contract. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon. The risk management plan will be developed in accordance with the State's PMM methodology and the PMBOK[®] (Project Management Institute).

1.403 Change Management

The following provides a detailed process to follow if a change to this Statement of Work (SOW) is required.

1.403.1 Project Change Request (PCR)

A PCR will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the contract or agreed upon consulting project.

1.403.2 Proposed Change Review

The designated project manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.

1.403.3 Authorization

The contractor's project manager and the State will review the proposed change and approve it for further investigation or reject it. Contractor will specify any charges for such investigation. If the investigation is authorized, the State and the contractor will sign the PCR, which will constitute approval for the investigation charges. (The timing of signature by the State Program Manager will be in accordance with the State's Administrative Board or other applicable approval process). Contractor will invoice the State for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the contract.

A written Change Authorization and/or Project Change Request (PCR) must be signed by both parties to authorize implementation of the investigated changes. Change Authorizations and/or



Project Changes Request (PCR) will be processed through the state's Acquisition Services Office.

If a proposed contract change is approved by DTMB, a request for change will be submitted to the Department of Technology, Management and Budget, Acquisition Services Buyer, who will make recommendations to the Director of Acquisition Services regarding ultimate approval/disapproval of change request. If the DTMB Acquisition Services Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Acquisition Services Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Vendors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB, Purchasing Operations risk non-payment for the out-of-scope/pricing products and/or services.**

As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this SOW. By way of example and not limitation, changes include the following:

Any activities not specifically set forth in this SOW

Providing or developing any deliverables not specifically set forth in this SOW

Any change in the respective responsibilities of Gartner and the State set forth in this SOW, including any reallocation or any changes in engagement or project manager staffing

Any rework of completed activities or accepted deliverables

Any investigative work to determine the cost or other impact of changes requested by the State.

Any additional work caused by a change in the assumptions set forth in this SOW

Any delays in deliverable caused by a modification to the acceptance criteria set forth in this SOW

Any changes requiring additional research analyst time or changes to research analyst resources

1.500 Acceptance

1.501 Criteria

- Provide unlimited web-based access to information, available 24x7
- Have fast search capabilities (<5 second response)
- All screens printable and well-formatted, along with printable graphs and charts
- System must provide a Site Map
- Information indexed by topic and title
- Search by topic, subject, and key word across entire database
- Navigation aids, buttons, and links to information
- List of topics available with links to detailed research
- Have expertise in computing and telecommunications technologies
- Have expertise in business, management, and governmental perspectives.
- Toll free calls with research analysts
- Respond to written research requests within one week.
- Respond to analyst inquiry requests within one week.

Gartner's intent is to fulfill all analyst research inquiries within 7 business days. Occasionally analyst availability may be limited due to extensive inquiry workload, travel, and vacation schedule conflicts.

1.502 Final Acceptance

Upon receiving confirmation of full operability with full access to services and that all other acceptance criteria have been met after activation of the contract, the DTMB shall sign off to authorize payment of IT-RAS subscription services, at which time all other services under this contract shall become available. Acceptance criteria for separately billable services shall be detailed within their individual respective Statements of Work.

1.600 Compensation and Payment

1.601 Compensation and Payment

**Method of Payment**

The project will be paid firm; fixed price. The Attachment E: Costs Tables attached must be used as the format for submitting pricing information. Provide detailed costs and descriptions of all services being proposed.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

Out-of-Pocket Expenses

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

In the event expenses are agreed to in advance and in writing as stated above, all travel expenses reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at: http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html

All air, car and hotel reservations must be made through the State Contract with Passageways Travel at (517) 333-5880 or (800) 915-8729. All original receipts must be included with your travel voucher and invoices, which must include the purchase order number. Failure to follow this policy will result in reduced reimbursement.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's DTMB Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Statements of Work and Issuance of Purchase Orders

- Unless otherwise agreed by the parties, each Statement of Work will include:
 1. Background
 2. Project Objective
 3. Scope of Work
 4. Deliverables
 5. Acceptance Criteria
 6. Project Control and Reports
 7. Specific Department Standards
 8. Payment Schedule
 9. Travel and Expenses
 10. Project Contacts
 11. Agency Responsibilities and Assumptions
 12. Location of Where the Work is to be performed
 13. Expected Contractor Work Hours and Conditions
- The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.



Invoicing

Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number
- Description of any commodities/hardware, including quantity ordered
- Date(s) of delivery and/or date(s) of installation and set up
- Price for each item, or Contractor's list price for each item and applicable discounts
- Maintenance charges
- Net invoice price for each item
- Shipping costs
- Other applicable charges
- Total invoice price
- Payment terms, including any available prompt payment discount

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.602 Holdback – Reserved

1.700 Research & Analyst Usage Guidelines

Unless otherwise provided above in the individual services descriptions in this proposal, use of all Gartner Services is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com. and highlighted below for reference.

We've created the Usage Guidelines for Gartner Services especially for you, the Licensed User. Through easy to understand rules and practical scenarios, the Guidelines are intended to help you use the Gartner Services within your contractual entitlements; and also get the most value from your Gartner relationship. To view the examples of various practical scenarios go to: <http://imagesrv.gartner.com/about/policies/UsageGuidelines.pdf> for further details.

I. Research Documents – Internal Use (within your company)

Overview

Only you, the Licensed User, may access and open Gartner Research documents. You may access and open as many documents within the scope of your Research Service as you like, so long as the documents are for your own personal use in your job. We understand, in the course of using the Gartner Research that you may need to share the knowledge you have learned from Gartner internally with your colleagues. Provided below are the various ways in which you can do that:

3. **Print one copy: If you'd like a hard copy of any individual Gartner Research document, you're free to print one (1) copy for your own personal use in your job role (multiple copies are not permitted unless part of a standard product offering).**
4. **Impart your Knowledge internally within Client organization: You may want to impart some of the content or knowledge you've learned from Gartner Research to colleagues on your project team or in your company's management. There are a number of ways you can do this:**
 - b. **Create your Own Summary:** You may briefly summarize a Gartner Research document in your own words, and distribute the summary internally to your project team or senior-level decision makers in connection with a specific project. Make sure to attribute Gartner as the source.
 - a. **Excerpt Gartner Content:** You may incorporate a small excerpt from a Gartner Research document (e.g., a few lines of text, a paragraph, a specific graphic) within an internal report or presentation. Make sure to attribute Gartner as the source. This is an acceptable use so long as it is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of excerpts from Gartner Research) and so long as distribution is limited to an internal audience only.



- b. **Internal Distribution to Individuals:** Unless such a right is part of a standard Gartner product offering your company has purchased, you may not distribute Gartner Research documents in their entirety to Non-Users inside your company. You may, however, create your own summary of, or excerpt content from, Gartner Research documents and share those summaries/excerpts with Non-Users inside your company.
- c. **Internal Distribution to Mass Audiences:** Unless you purchase a Reprint License, you may not post or otherwise mass distribute Gartner Research documents in their entirety per the Copyright and Quote Policy (e.g., via hard copy, e-mail, and/or posting on intranet, company bulletin boards or other information storage & retrieval systems). IDs for access to Gartner Core Research and analyst inquiry may not be shared, but may be re-allocated by the client during the period of performance, under the following conditions: 1) upon the departure from the client enterprise of the individual to whom the access is assigned, or 2) up to two times at the discretion of the client.

II. **Research Documents – External Use (outside your company)**

Overview

Only you, the Licensed User, may access and open Gartner Research documents. You may access and open as many documents within the scope of your Research Service as you like, so long as the documents are for your own personal use in your job. We understand, however, in the course of using the Gartner Research, that you may need to share the knowledge you have learned from Gartner with individuals outside your Company, and provided below are the various ways in which you can do that:

Impart your Knowledge externally outside Client organization: You may want to impart some of the content or knowledge you've learned from Gartner Research externally to individuals or entities outside of your Client organization. There are a number of ways you can do this:

- c. **Excerpting or Referencing with Prior Written Approval:** You may excerpt from or otherwise reference Gartner Research documents for external use so long as you obtain prior written approval from Gartner at quote.requests@gartner.com, and comply with the guidelines in the Gartner Copyright and Quote Policy.
- d. **Purchase a Reprint License for External Use:** You may purchase a Reprint License of a Gartner Research document in its entirety for external distribution, per the terms of your Gartner Reprint Agreement. For more information on Reprint Licenses go to the Gartner Media Products section.
- e. **External Distribution to Individuals:** While you may excerpt or reference with prior written approval or purchase a Reprint License, you may not distribute Gartner Research documents to individuals outside your company, unless such a distribution right is part of a standard Gartner product offering.
- f. **External Distribution to Mass Audiences:** Unless you purchase a Reprint License or other related Gartner product offering, you may not post or otherwise mass distribute Gartner Research documents in their entirety outside of the Client organization per the Copyright and Quote Policy (e.g., via hard copy, e-mail, and/or posting on Internet or other information storage & retrieval systems)

III. **Analyst Inquiry Usage Guidelines**

Overview

If you are a Licensed User who is entitled under your company's contract with Gartner to engage with Gartner Analysts through our Inquiry Service, we encourage you to schedule Inquiry calls to discuss a company related issue and/or the interpretation and application of any Gartner Research documents provided that any such discussion is based on Gartner Research that is published within the scope of your particular Service. Unless otherwise provided in a standard Gartner product offering, there are three basic guidelines for Analyst Inquiry:



5. Participation on Analyst Inquiry calls is limited to Gartner and those Licensed Users who are entitled to Analyst Inquiry under their company's contract with Gartner. Non-Users, inside or outside the Client company, may not participate on Analyst Inquiry calls.
6. Depending on the level of service to which you subscribe, analyst Inquiry calls may take between 15 and 60 minutes.
7. Analyst Inquiry can also be used for basic technology reviews of business-related documents up to 20 pages in length.

IV. Usernames & Passwords Usage Guidelines

Overview

As a Licensed User, your Username and Password are for your personal use only, and may not be shared with others, either inside or outside your company. There are, however, two exceptions where your company may reassign your Username and Password to another individual within your company:

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

As a general rule, when your company substitutes a Licensed User as provided above, the new Licensed User must be located in the same country as the original Licensed User. In situations where this is not possible, we encourage you to consult with your Account Executive, who will work with you to develop an appropriate solution.

Further Assurances

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

1.800 Additional Provisions

1.801 IP Ownership Provision

The language of Section 2.260 notwithstanding (a) Gartner shall retain sole and exclusive ownership of the Gartner 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 and the report delivered to Client (the "Deliverables") (collectively, the "Gartner Materials"). Gartner grants to Client a perpetual, non-exclusive, royalty-free license to use and to disclose the Deliverables, subject to the limitations set forth below. (b) Nothing contained in this Agreement shall preclude Gartner from rendering services to others or developing work products that are competitive with, or functionally comparable to, the consulting services performed. Gartner shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services, provided that Gartner shall not use or disclose any of Client's confidential information, as defined below. (c) With respect to any benchmarking Services performed by Gartner, Client acknowledges that (i) the contents of the Benchmarking Report (as defined in the applicable Statement of Work) and other deliverables are based upon information which is proprietary to Gartner and contained in Gartner's proprietary database, (ii) the contents of the database belong to Gartner solely, (iii) Client's data will become part of the database, (iv) Gartner will code any presentation of Client's data to preserve Client's anonymity, and (v) the database will be used by Gartner in future consulting and benchmarking engagements. (d) Client shall retain its rights in any proprietary material that Client supplies to Gartner. If Client provides Gartner with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to Gartner all rights and licenses that are necessary for Gartner to fulfill its obligations under each Statement of Work for consulting services.



1.802 Third-Party Beneficiaries

This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Gartner and Client that no third party shall have the right to (i) rely on the consulting services provided by Gartner or (ii) seek to impose liability on Gartner as a result of the consulting services or any Deliverables furnished to Client.

1.803 Warranty

In the event the State chooses to use Open source software during the term of this Agreement, such software is licensed and distributed to the State of Michigan by the open source software distributors and/or respective copyright and other right holders ("Right Holders") under the Right Holders' terms and conditions. IBM is neither a party to the Right Holders' license nor a distributor of the open source software and is performing the Services on the State of Michigan's behalf and based upon your specification. IBM does not provide any express or implied patent license or other license to open source software. IBM uses open source software "AS IS" and makes no representations or warranties, either express or implied, with respect to open source software or any software or Material provided to the State of Michigan under this SOW that links to or interacts with such open source software. IBM will not indemnify the State of Michigan against any claim that open source software infringes a third party's intellectual property right nor will IBM be liable for any damages arising out of your use or distribution of open source software. Both of us agree that modification or creation of derivative works of open source software is outside the scope of this SOW.



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of **three (3) years** beginning **11/01/2010** through **10/31/2013**. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

**2.007 Headings**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

2.020 Contract Administration**2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Department of Technology, Management and Budget (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

Laura L. Gyorkos
Buyer Specialist
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
530 W. Allegan
Lansing, MI 48933
gyorkosl@michigan.gov
Ph: 517-373-1455
Fax: 517-335-0046



2.022 Contract Compliance Inspector

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:

Patty Bogard, Contracts Administrator
Michigan Department of Technology, Management and Budget
DTMB- Purchasing Operations, Contracts Administration Unit
Mason Building, 2nd Floor
530 W. Allegan
Lansing, MI 48933
bogardp@michigan.gov
Phone 517-335-4051
Fax 517-335-0046

2.023 Project Manager

The following individual will oversee the project:

Jim Willems
Michigan Dept. of Technology, Management and Budget
OED Office of Planning
Lewis Cass Bldg, 1st floor
320 S Walnut Street
P.O Box 30026
Lansing, MI 48913
Phone: 517-335-2109
E-mail: willemsj@michigan.gov

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.



In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

- (1) Change Request at State Request
If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").
- (2) Contractor Recommendation for Change Requests:
Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.
- (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
- (4) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (5) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan
 Purchasing Operations
 Attention: Patty Bogard
 PO Box 30026
 530 West Allegan
 Lansing, Michigan 48909

Contractor:

Name:
 Address:

Either party may change its address where notices are to be sent by giving notice according to this Section.



2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.



2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements.



Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

- (c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.



2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.



2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor will provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.



2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities



(collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA Security Requirements

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor will contact the Department of Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.



The Contractor will provide the Department of Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Department of Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor will provide a time line for corrective action.

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions in this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.



2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each auDTMB report promptly after issuance. The Contractor will respond to each auDTMB report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the auDTMB report.

2.115 Errors

If the auDTMB demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a creDTMB or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a creDTMB or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.



In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.



- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

Reserved.

2.123 Warranty of Fitness for a Particular Purpose

Reserved.

2.124 Warranty of Title

Reserved.

2.125 Equipment Warranty

Reserved.

2.126 Equipment to be New

Reserved.

2.127 Prohibited Products

Reserved.

2.128 Consequences for Breach

Reserved.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized



insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are minimum acceptable limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
 - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor’s business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers’ compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor’s domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees’ activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
 - \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.



7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to



any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default



judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.



- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point



under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

- (a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract which the State has paid for and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities



2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 calendar days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is



delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this Section.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
- (3) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30



calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0.1607.7-147-6877---.00.html>.

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term



Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for direct damages to the State shall not exceed Three Hundred Thousand Dollars [\$300,000.00] or the Contract value for the applicable contract year in which the liability arises which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.



2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
 - (2) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor must also notify DMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.



Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreement (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 Liquidated Damages

Reserved



2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 Delivery of Deliverables

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.



In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

2.252 Contractor System Testing

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

2.253 Approval of Deliverables, In General

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.



The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.254 Process for Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.255 Process for Approval of Custom Software Deliverables

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.



Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

2.256 Final Acceptance

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 Ownership of Work Product by State

The State owns any Deliverables originally created hereunder provided to the State by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents, or other proprietary rights in the Deliverables originally created hereunder.

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.



2.263 Rights in Data

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the project manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MiDEAL (Michigan Delivery Extended Agreements Locally)

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.



In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT ALL CONTRACTS RESULTING FROM THIS RFP WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

2.282 State Employee Purchases

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.



- (a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Deliverables

2.301 Software

A list of the items of software the State is required to purchase for execution the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State.

2.302 Hardware

A list of the items of hardware the State is required to purchase for execution the Contract is attached. The list includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified



in a Contract Change Notice). The attachment also identifies certain items of hardware to be provided by the State.

2.303 Equipment to be New

Reserved.

2.304 Equipment to be New and Prohibited Products

Reserved.

2.310 Software Warranties

2.311 Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

2.313 Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.



2.314 Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.315 Physical Media Warranty

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.320 Software Licensing

2.321 Cross-License, Deliverables Only, License to Contractor

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and exercise its full rights in the Deliverables, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables.

2.322 Cross-License, Deliverables and Derivative Work, License to Contractor

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables and/or Derivative Work.

2.323 License Back to the State

Unless otherwise specifically agreed to by the State, before initiating the preparation of any Deliverable that is a Derivative of a preexisting work, the Contractor shall cause the State to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.

2.324 License Retained by Contractor

Contractor grants to the State a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The State may modify the Software and may combine such with other programs or materials to form a derivative work. The State will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Software other than those granted in this Contract.

The State may copy each item of Software to multiple hard drives or networks unless otherwise agreed by the parties.

The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The



State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

2.325 Pre-existing Materials for Custom Software Deliverables

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

2.330 Source Code Escrow

2.331 Definition

“Source Code Escrow Package” shall mean:

- (a) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
- (b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (c) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

2.332 Delivery of Source Code into Escrow

Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within (30) thirty days of the execution of this Contract.

2.333 Delivery of New Source Code into Escrow

If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

2.334 Verification

The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

2.335 Escrow Fees

The Contractor will pay all fees and expenses charged by the Escrow Agent.

2.336 Release Events

The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

- (a) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;



- (b) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
- (c) The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

2.337 Release Event Procedures

If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section**, then:

- (a) The State shall comply with all procedures in the Escrow Contract;
- (b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (c) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

2.338 License

Upon release from the Escrow Agent pursuant to an event described in this **Section**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

2.339 Derivative Works

Any Derivative Works to the source code released from escrow that are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.

2.400 Other Provisions

2.411 Forced Labor, Convict Labor, or Indentured Servitude Made Materials

Bidder represents and certifies that, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under any resulting Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

_____ (Initial)

2.421 Knowledge of Child Labor for Listed End Products

- (a) "Forced or indentured child labor" means all work or service:
 - (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (ii) Performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.
- (b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Country of Origin



(c) *Certification.* The State will not make award to a Bidder unless the Bidder, by checking the appropriate block, certifies to one of the following:

() The Bidder will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() The Bidder may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Bidder certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture the end product. On the basis of those efforts, the Bidder certifies that it is not aware of any the use of child labor.

_____ (Initial)



Attachment A: Services Check List

Item	Category	Service	Available to Registered Users Y/N	Available to Non-Registered Users Y/N	Comment
1.104.1	Research & Advisory Services	Request research articles by email, telephone, or web	Y	N	<i>Requests for research can be made by: 1. sending an email to inquiry@gartner.com; 2.) calling 203-316-1200 or 3.) logging into www.gartner.com with your username and password and completing a form template online via the web.</i>
1.104.2	Research & Advisory Services	Submit an ad hoc analyst inquiry by email, telephone or web	Y	N	<i>Analyst inquiry requests can be made by: 1. sending an email to inquiry@gartner.com; 2.) calling 203-316-1200 or 3.) logging into www.gartner.com with your username and password and completing a form template online via the web.</i>
1.104.3	Research & Advisory Services	Document download	Y	N	<i>Research documents can be downloaded in PDF format or stored by the registered user in "My Library" with appropriate "tags" for easy search and retrieval.</i>
1.104.4	Research & Advisory Services	Subscriber can set up recent research alerts by topic area	Y	N	<i>Gartner Alerts enable you to get research you need as soon as it is published. Licensed users are able to set preferences once to always keep track of our latest research. Recommended Alerts are popular topics chosen for you by Gartner. Custom Alerts are key words and relevant filters that you select for notification. Registered users can create a personalized, proactive, research, e-mail delivery system. Individual seat-holders will receive e-mail notification when new research matching their criteria has been published. Alerts can be predefined. Each alert can be prioritized to send daily, weekly or monthly notification. The research is posted to each users personalized mailbox on the Gartner Web and/or in their e-mail. Individual users may also alert others to research of interest by forwarding a summary of the document by entering the person e-mail address. Named users are then able to access the full version of the report. Gartner does not re-sell or use any client information for marketing purposes unless expressly agreed upon by the client.</i>
1.104.5	Research & Advisory Services	Capability to store research articles in a client work area	Y	N	<i>An electronic respository called "My Library" is available to all registered users. Important research notes are stored on Gartner's secure website rather than client's tying up their own local disk storage on their desktop. Users can organize their research documents within "My Library" by using "tags" or descriptors (i.e. project name, agency, initiative, technology area, etc.) Users can assign as many tags to a document as needed, rename them, add more, or delete the tags later.</i>
1.104.6	Research & Advisory Services	Event notification	Y	Y	<i>On www.gartner.com there is an Events Information Request Form that enables registered users and non registered users to register for upcoming Gartner Events. Gartner Events are categorized into IT Focus Areas, these categories are called "Communities". You can choose to select an entire Community or specific event(s). Based on your selection(s), Gartner will send you information about the events(s) of your choice upon its availability. Register at https://www.gartner.com/it/events/RegUserInfo.jsp</i>
1.104.7	Analyst Inquiry	Written or oral response to an ad hoc analyst query is provided within one week of the request	Y	N	<i>Responses to Standard Inquiries are based on client requirements and are usually filled within five business days. Basic technology and/or contract reviews typically require longer response times and are dependent on analyst calendar schedule and proposed dates from client. Gartner will make every effort to accomodate those client inquiries that require more urgent attention.</i>



1.104.8	Analyst Inquiry	Telephone conference call with a research analyst for 30 minutes with ability to include non-users in teleconference with registered user (usually 8 or less employees), with the vendor providing a toll free number for the calls	Y	N	Telephone conference calls are 30 minutes and can be extended to 60 minutes when scheduled in advance to support document reviews or extended discussions surrounding a key initiative or technology topic. Participation in Analyst Inquiry is limited to the Licensed Users and the Gartner Analyst only (i.e., non-Licensed Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). A toll free number is provided for all analyst calls.
1.104.9	Web access	All screens printable and well-formatted, along with printable graphs and charts	Y	N	Gartner.com screens are all printable and well-formatted with printable graphs and charts.
1.104.10	Web access	List of topics available with links to detailed research	Y	N	Gartner.com contains vast amounts of research categorized into easily accessed 'Topic' areas (also known as Focus Areas). A listing of Topics can also be found at: http://www.gartner.com/it/products/research/topics/topics.jsp . Burton.com will be integrated into the gartner.com client portal by September 30, 2010.
1.104.11	Web access	Navigation aids, buttons, and links to information	Y	N	Gartner.com provides several ways of locating information including navigational aids, buttons, and links to information. Examples of such features are provided throughout gartner.com and can be best viewed by visiting www.gartner.com .
1.104.12	Web access	Searching across entire database by article title, author and topic	Y	N	Contractor's research database can be searched by keyword, topic, author, title, date, document type, geographic region, industry, and document format. Gartner's web site contains vast amounts of research categorized into easily accessible "Topic" areas (also known as "Focus Areas"). A listing of Topics can be found at www.gartner.com/it/products/research/topics/topics.jsp
1.104.13	Web access	System provides a Site Map	Y	N	Gartner's Site Map can be viewed at: http://www.gartner.com/it/about/site_index.jsp . Burton Group Site Map can be viewed at: http://www.burtongroup.com/Sitemap.aspx .
1.104.14	Web access	Unlimited web access and inquiry to all research and advisory documents, available 24x7	Y	N	Unlimited web access and inquiry to all subscribed research and advisory documents, available 24x7. Registered users can access Gartner research anytime. Gartner will maintain a 99.9% availability web site availability. Contractor will provide 5 days advance client notification of any upgrades or maintenance through proactive administrator correspondence and with banners on gartner.com, which include the time period during which our web site will be unavailable.
1.104.15	Document Review	Documents 20 pages or less	Y	N	Documents under 20 pages can be submitted as part of Gartner's standard Advisory level of service. Gartner requests that client direct the Gartner analyst to specify (i.e. highlight) pages or sections that are required for review. Any questions or areas of concern that can be submitted with the document prior to review are welcome and preferred.
1.104.16	Document Review	Documents over 20 pages	Y	N	Documents over 20 pages can be submitted, however, the client must direct the Gartner analyst to specifically the pages (no more than 20) that are required for review. This service is provided for all Advisor-level seatholders.
1.104.17	Document Review	Request for Information (RFI) Review	Y	N	Often RFI documents are larger than 20 pages, however, they can still be reviewed. Clients must direct the analyst to those pages (20 or less) that are designated for review. Multiple analyst inquiries can be arranged to support additional page review areas or an extended analyst inquiry of 60 min (two 30 minute scheduled inquiries combined) can be arranged to allow for more in depth review of the targeted 20 pages. On occasion, Gartner may decline to review an RFI if we believe our Consulting organization intends to bid on the work.
1.104.18	Document Review	Request for Proposal (RFP) Review	Y	N	Often RFP documents are larger than 20 pages, however, they can still be reviewed. Clients must direct the analyst to those pages (20 or less) that are designated for review. Multiple analyst inquiries can be arranged to support additional page review areas or an extended analyst inquiry of 60 min (two 30 minute scheduled inquiries combined) can be arranged to allow for more in depth review of the targeted 20 pages. On occasion, Gartner may decline to review an RFP if we believe our Consulting organization intends to bid on the work.



1.104.19	Marketing Plan	Increase overall utilization of subscription services	Y	Y	A marketing plan to support continued increase in utilization of Gartner services is included in this response. Our goal is for the State of Michigan registered seat holders to gain value every day. The Account Team is measured on utilization and the impact (i.e roi, risk mitigation, cost savings, etc.) our services deliver throughout the contract period. The Account Team is encouraged to promote our webinars to all registered and non-registered users in the client organization. Webinars drive subscription usage and motivate users to pull relevant research to resolve their current IT issues.
1.104.20	Marketing Plan	Coaching and training registered users	Y	N	All registered users are provided an "on-boarding" session by Gartner's New Client Engagement Team. This team's primary objective is to ensure that clients new to Gartner (and those that need a refresher!) are able to quickly leverage Gartner access privileges, and in doing so, immediately begin to realize a return on their investment. An online training program is also available at www.gartner.com and consists of web casts and instruction modules developed to help you get the most out of gartner.com . Inside Client Partner, Jerry Van Fleet, and your Account Executive, Brian Lynch are available for further coaching and assistance for all registered users when needed.
1.104.21	Marketing Plan	Recommendations on subscription usage	Y	Y	Your account team is trained to make recommendations regarding service subscription usage from our portfolio of services. This is done after a thorough understanding of your key initiatives and related requirements. Usage for existing users is monitored quarterly and suggestions are made to "roll over" Gartner seats from inactive users to target candidates with an immediate need when necessary. As part of our quarterly business reviews, the account team will confirm the current status of your key initiatives to ensure proper alignment to our analyst and research resources.
1.104.22	Reporting	Number of documents used by IT category	Y	N	Document and Inquiry Usage Trend Reporting is provided on a quarterly basis as part of Gartner's Impact Assessments. The number of documents and inquiries are noted in the following categories:IT Operations; Security & Privacy; Industry Specific Topics; Business & CIO Issues; Emerging Trends & Technologies; Business Software; Application Development & Integration; and Other.
1.104.23	Reporting	Subscriber usage: how many documents were downloaded and the number of times the research site was visited	Y	N	The number of unique documents, unique page views, and inquiries by user is provided on a quarterly basis as part of Gartner's Impact Assessments. An analysis of inquiry usage by inquiry type (i.e. standard vs. non-standard) is also available.
1.104.24	Added Value	Research analyst online briefings and pod casts	Y	Y	Gartner offers a number of online analyst briefings as part of our Wednesday Webinar series. These webinars are available to both registered and non-registered users. There are a number of podcasts available to registered users and non-users as well. Over 50 analysts are members of Gartner's Blog Network. Clients can post comments and interactions on a variety of topics such as web innovation, media and themes at our events. Both registered and non-registered users are able to interact with our analyst community in this way.
1.104.25	Added Value	Research analyst Webinars	Y	Y	Gartner's weekly one-hour webinars provide IT and other business professionals the opportunity to interact with Gartner analysts about a wide range of topics. Both upcoming and archived webinars are available to registered and non-registered users. Clients can promote Gartner Webinars on their intranet by using long or short form graphics provided by Gartner with a hot link to: http://www.gartner.com/webinars .
1.104.26	Added Value	Links to vendor website, briefing links accessible to all DTMB employees through the DTMB intranet	Y	Y	DTMB can promote Gartner Webinars on their intranet by using a long or short form graphic provided by Gartner with a hot link to: http://www.gartner.com/webinars .



1.104.27	Added Value	Consultant visits to the State	Y	Y	<p>Occasionally Gartner analysts are traveling or in the region and your Account Team is able to schedule informal meetings with you for high level discussions. These meetings are scheduled on an "as available" basis as part of Client Engagement Day activities. There is no additional fee for these types of visits. Additionally, Gartner will work with the State of Michigan to schedule on-site analyst visits whereby an analyst can provide canned presentations or facilitate informal discussions or workshops with user groups or staff to educate them on specific predetermined topics. These mini-consulting engagements are called Strategic Advisory Service (SAS) days and are typically one-to-three day engagements. Strategic Advisory Services are billable.</p>
1.104.28	Added Value	Conferences, Workshops, Seminars, etc with documentation / presentation available	Y	Y	<p>Gartner Events offers the world's most comprehensive array of technology conferences for business and IT professionals. Over 50 events are being held around the world by Gartner in 2010. Attendees immerse themselves with global thought leaders, peers, and technology vendors to gain actionable advice. A calendar of currently scheduled Gartner events can be found at http://www.gartner.com/it/products/events/events.jsp. If clients are unable to travel out of state, they can purchase instant access to multimedia sessions from around the world on our Gartner Events on Demand web site located at: http://www.gartnerereventsondemand.com/. Clients receive the following:</p> <ol style="list-style-type: none"> 1. Perfectly synchronized audio and slide presentations exactly as they were delivered at the event 2. Keynotes, panel discussions and all Gartner analyst presentations* 3. A fully searchable agenda, track descriptions and slide contents 4. Downloads of the .mp3 audio files from the event 5. Downloads of the .pdf files from the event



Attachment B Questions

	Explain	Response
1.104.29	<p>Government Focus - Overall research capability to provide information, wide range of services and solutions in a complex IT market; expertise in serving the government market and understanding of government needs</p>	<p><i>Some companies talk about how committed they are to the Government community, but there is little substance to their talk. Gartner is committed to Government and backs up that commitment with people, organization and industry specific research. Consider this:</i></p> <ol style="list-style-type: none"> <i>1. The Gartner Public Sector family includes more than 175 analysts, consultants, sales and sales support personnel who are dedicated full time to our federal government, state and local government and higher educations clients. Many of those who work for Gartner formerly worked in the government sector.</i> <i>2. During the past few years, Gartner analysts have published hundreds of research notes dedicated strictly to the government sector.</i> <i>3. Thousands of state government employees within hundreds of departments in 46 states are Gartner clients.</i> <i>4. Gartner has business relationships with 46 of the 50 states and most federal agencies. Because of the size, importance and uniqueness of the public sector market, Gartner strongly believes that our clients are best served by a dedicated and experienced sales and support group.</i>
1.104.30	<p>Executive Support - Provide access for DTMB Executives to national-level governmental IT Executive forums and peer groups to promote understanding of Information Resource issues.</p>	<p><i>Gartner Executive Programs (EXP) is a membership-based organization of more than 3,500 members worldwide and offers membership programs specifically targeted to the Office of the CIO. Gartner EXP equips CIOs and senior IT leaders with the tools and knowledge they need to deliver exceptional business results for their organizations and develop themselves as successful business leaders. Members benefit from focused advice, dedicated and personalized service, the shared knowledge of the world's IT executive community and the assurance of Gartner objectivity and insight. The Gartner EXP program offers a variety of services and relationship levels to assist senior executives in faster decision-making cycles, applying proven practices from peer organizations, and making smarter IT spending decisions. Gartner EXP offers a variety of services, including the following:</i></p> <ol style="list-style-type: none"> <i>1. Professional inquiry services</i> <i>2. Focused CIO IT Research Reports</i> <i>3. Gartner EXP sponsored Events</i> <i>4. Gartner EXP Local Roundtables</i> <i>5. CIO entrance and VIP treatment at Gartner Symposium</i> <i>6. Access to a wealth of Gartner Research, including Harvard Business Review</i> <p><i>Please refer to our Executive Programs service description under Article 1, Section 1.104 Work & Deliverable in this response for further details.</i></p>
1.104.31	<p>Provide company references for Information Communications and Technology (ICT) research and advisory services. Either give testimonials by these companies or contact information for those willing to speak to the State of Michigan about your services to them.</p>	<p><i>Three research (Commonwealth of Virginia, State of Ohio, and State of California) and three consulting (State of Texas, State of California, and City of New York) references are provided in this response. Contact information and further details associated with these references can be found under Article 5 - Required Bidder Information.</i></p>



<p>1.104.32</p>	<p>Describe how the services will be supported by your company throughout the term of the contract.</p>	<p><i>All services will be supported by an Account Team led by your Account Executive. Members of the team include an Inside Client Partner and Consulting Partner who support the Account Executive throughout the term of the contract. Extended team members include our New Client Engagement team which is responsible for all "on-boarding" sessions for new members and our Client Services Organization which coordinates analyst inquiries, member password resets, etc. The State of Michigan will benefit from the Gartner account management team's ability to facilitate relationships with analysts, consultants and executive leadership. Gartner is proud to offer an account team that will continually monitor the needs at all levels of the organization. In addition, Gartner will periodically conduct status meetings and reviews to ensure that needs are being met.</i></p>
<p>1.104.33</p>	<p>Describe how your services will add value, including niche strengths and any industry recognition received in the last two years.</p>	<p><i>Gartner offers world-class, objective insight on virtually any area of IT.</i> <i>Unparalleled expertise across our wide range of solutions.</i> <i>- 650 expert analysts cover 1,071 topics across the IT landscape</i> <i>- Gartner analysts are based in 26 countries and speak 47 languages</i> <i>- Gartner analysts have an average of 12 years experience in their specific field</i> <i>Gartner insights are drawn from a critical fact base not available anywhere else.</i> <i>Each year Gartner manages:</i> <i>- 10,000 client interactions with organizations world-wide</i> <i>- 200,000 one-on-one client discussions</i> <i>- 12,000 vendor briefings</i> <i>Our rigorous research process and proven methodologies provide the foundation for unbiased, pragmatic and actionable insight.</i> <i>- Gartner can be the difference between success and failure in the outcome of your critical IT initiatives</i> <i>- Gartner can help you save thousands or millions of dollars on purchase decisions and operating budgets</i> <i>- Gartner is the key to your success in IT</i></p>
<p>1.104.34</p>	<p>Explain any unique features (such as syndicated content) that could be incorporated within the DTMB Intranet.</p>	<p><i>Gartner can, if desired, provide static as well as dynamic information for use on DTMB's employee intranet site. Information such as account team contact information, instructional guides for how to best utilize Gartner's services, webinar schedules, links to Gartner Blog Network, Gartner Video content, Gartner Voice (podcasts), and other event calendars can be placed on the site. In addition, RSS feeds will keep the updated Gartner research in front of your employees to maximize usage of the subscribed services.</i></p>
<p>1.104.35</p>	<p>The frequency of publication of research materials.</p>	<p><i>Gartner Research is published daily.</i></p>
<p>1.104.36</p>	<p>The overall capability of the company to provide a wide range of services, be dependable and cover wide content areas with depth</p>	<p><i>Gartner Research is the world's most trusted source of independent IT research and advice, turning information into unique and practical insight our clients can use to grow their businesses, improve their competitive position and manage their operations more effectively. We have the most experienced analyst community in the industry. With a network of 650 analysts in 75 countries, our daily interactions with 60,000 clients representing 10,000 distinct organizations enable us to make connections, understand patterns and discover trends no other research firm can envision. Gartner Research monitors the full spectrum of IT and its relevance to nearly every vertical industry. Our methodologies are rigorously proven and applied. We distill our analysis of our clients' issues into straightforward recommendations clients can act on. We steadfastly maintain our independence from IT providers when it comes to implementation. We are objective. We tell the truth. Because we offer uncompromised objectivity and clarity in a field where the confusion of competing interests too often prevails, we remain a trusted advisor to our clients in a risky and ever-changing marketplace.</i></p>



1.104.37	The research and analysis process that is to be provided	<p><i>Gartner continually audits the research and methodology to ensure that it is accurate, thought provoking and leading edge. Gartner adheres to a strict, thorough, proprietary methodology and process for creating our research to ensure a high standard of quality. The information gathered to form the research comes from a variety of sources: Public domain information; Debriefing vendors through a rigorous probing process; Interviewing users; Triangulating on information; Analyst's own experience, including client advisory engagements; Surveys; Internal debates; Electronic "town hall" meetings between analysts; Interactions with clients through 100,000 inquiries per year; Events, including Symposium/ITxpo. The research process then integrates all this information and forms conclusions and recommendations. For further details on our research process go to:</i></p> <p><i>http://www.gartner.com/technology/research/methodologies/research_process.jsp or refer to Article 1 - Scope of Work, Section 1.104 Work & Deliverable in this response.</i></p>
1.104.38	Describe niche strengths and any industry recognition received in the last two years	<p><i>Gartner is the IT professional's best first source for addressing virtually any IT issue because of our world-class, objective insight, the rapid access to that insight, and the low cost compared to the impact and other alternatives. Our rigorous research process and proven methodologies provide the foundation for unbiased, pragmatic and actionable insight. For additional insight and unique strengths please review "Gartner at a Glance" located at:</i></p> <p><i>http://imagesrv.gartner.com/pdf/gartner_corp_factsheet_gartnerataglance.pdf</i></p>
1.104.39	Describe the availability of analysts, how analyst inquiries are handled, and analyst response time objectives for normal and emergency requests	<p><i>Registered Advisory Users can place an inquiry via phone, e-mail or through the Gartner's Web site. Each Advisor user has the ability to place an unlimited number of Standard Inquiries based on the inquiry scope of coverage described in Article 1 Section 1.104 Work & Deliverable. Responses to Standard Inquiries are based on client requirements and are usually filled within five business days. Gartner will make every effort to accomodate client requests that require more urgent attention.</i></p>
1.104.40	Describe the strategic direction your firm plans on taking in the next three to five years in the research content and delivery of service arenas	<p><i>Since 2005, Gartner has executed a consistent strategy to drive double-digit revenue and earnings growth. The fundamentals of this strategy are: 1. Product extraordinary research content 2. Deliver innovative and highly differentiated research product offerings 3. Enhance our sales capability 4. Provide world-class client service, and 5. Improve operational effectiveness. The success of this strategy has positioned Gartner for growth in 2010 and beyond. During December 2009, Gartner invested in two acquisitions: AMR Research and Burton Group. AMR Research is the premier provider of research related to supply chain management, which is inextricably linked to IT. Burton Group is the market leader for practical, technical in-depth research for frontline IT professionals. Each of these acquisitions were intended to expand the range of products and services we provide to our clients, increase our market opportunity, and accelerate our revenue and earnings growth over time. Our strategy is to align our service and product offerings around individual roles within targeted key client groups. Given our leading brand, world-class products and stellar reputation for independent and objective advice, Gartner is in a great position to continually enhance our content and service for years to come.</i></p>



<p>1.104.41</p>	<p>Explain the evaluation & ranking methodology for vendors and technology solutions.</p>	<p><i>Clients use our well-defined Vendor Ratings methodology to rate IT technology providers—large, small, public or private. Vendor Ratings assess all the different aspects of a technology provider, such as its strategy, organization, products, technology, marketing, financials and support. Clients use Magic Quadrants as a first step to understanding the technology providers they might consider for a specific investment opportunity. Who are the competing players in the major technology markets? How are they positioned to help you over the long haul? Gartner Magic Quadrants are a culmination of research in a specific market, giving you a wide-angle view of the relative positions of the market’s competitors. By applying a graphical treatment and a uniform set of evaluation criteria, Gartner Magic Quadrants quickly help you digest how well technology providers are executing against their stated vision. Gartner Hype Cycles provide a graphic representation of the maturity and adoption of technologies and applications, and how they are potentially relevant to solving real business problems and exploiting new opportunities. Gartner Hype Cycle methodology gives you a view of how a technology or application will evolve over time, providing a sound source of insight to manage its deployment within the context of your specific business goals.</i></p>
<p>1.104.42</p>	<p>Number of government specialist analysts and a summary of their experience and areas of expertise.</p>	<p><i>Currently there are fifteen government specialist analysts. A summary of their years of experience, coverage areas, professional background, industry awards, and education can be found at: http://www.gartner.com/0_admin/BrowseByAnalystName.jsp</i></p>
<p>1.104.43</p>	<p>Provide the number of analysts by content area and years in industry area</p>	<p><i>Gartner analysts are aligned to 28 areas of coverage and have an average 12 years of experience in their specific field. Please refer to the following web site location which provides the number of analysts by content area: http://www.gartner.com/0_admin/AnalystCoverageAreas.jsp.</i></p>



Attachment C: Research and Resumes	Title of Article or Document Included in Response (Category indicated at top of document)	Analyst Name for Category	Resume Included In Response (Indicate with a "Y" for Yes)
<p>Bidder Response - provide a sampling of research documents around these areas. Please identify at the top of each document the appropriate category the article or document represents. Provide one analyst name and resume per topic area above to represent the expertise available among your research analysts.</p>			<p>All analyst resumes/bios are available by clicking on the link below: http://www.gartner.com/0_admin/BrowseByAnalystName.jsp?alpha=D</p>
<p>1. Streamlined Citizen Transaction and Self-Services</p>	<p>Title: Key Issues for Government, 2010 Title: Toolkit for IT Executives: Government Transition Period Support Tools</p>	<p>Name: Andrea Di Maio, Massimiliano Claps, Jerry Mechling, Jeff Vining, Steve Bittinger</p>	<p>Included in response: Y via link above</p>
<p>2. Citizen Engagement Tools</p>	<p>Title: Hype Cycle for Government Transformation, 2010</p>	<p>Name: Jim Hocker, John Kost</p>	<p>Included in response: Y via link above</p>
<p>3. Shared Technology Infrastructure</p>	<p>Title: Five Roles for Government in Cloud Computing</p>	<p>Name: Steve Bittinger, Andrea DiMaio</p>	<p>Included in response: Y via link above</p>
<p>4. Information Collaboration and E-Discovery</p>	<p>Title: How to Correct for Dangerously Myopic Government IT Budgeting Title: Roundup up of Government Research, Q1 2010</p>	<p>Name: Andrea DiMaio</p>	<p>Included in response: Y via link above</p>
<p>5. Enterprise Mobility</p>		<p>Name: Jerry Mechling</p>	<p>Included in response: Y via link above</p>
<p>6. Cloud Computing</p>		<p>Name: Andrea Di Maio, Annemarie Earley</p>	<p>Included in response: Y via link above</p>



Attachment E: Costs Tables - Option A

Provide detailed costs and descriptions of services being proposed.

Table 1

	Cost (\$)	MiDEAL Member Cost (\$)	(Includes 1% Fee)	Comments
IT-RAS Services				
1	Research & Advisory Services - describe all services and yearly subscription costs during contract term			For each of the subscription services below, a fixed three (3) price term is offered. Optional renewal years will be offered at the current price in effect at that time.
A)	Individual member research - Research and Advisory (30 min. calls to analyst)	\$23,710 multi-user \$32,780 single user	\$23,947 multi-user \$33,108 single user	Gartner is offering the State a multi-seat incentive when multiple services are purchased by the same agency. This pricing is fixed for three years.
B)	Individual member - Research Only	\$13,940 multi-user \$22,920 single user	\$14,079 multi-user \$23,149 single user	Gartner is offering the State a multi-seat incentive when multiple services are purchased by the same agency. This pricing is fixed for three years.
C)	Bundled seats and associated services, explain how and what is shared	\$ 39,790	\$ 40,188	Gartner for IT Leaders Workgroup is an expanded version of the standard Gartner for IT Leaders offering that is expressly designed to enable clients to access Gartner resources in a workgroup environment. The Service is intended for use by Gartner for IT Leaders Members and their direct reports or cross-functional teams. Workgroup bundles include 1-Advisor and from 3-10 members. A 1-Advisor +3 workgroup member package is represented here and includes the multi-seat incentive.
D)	Executive support yearly subscription	\$66,780 multi-user \$75,180 single user	\$67,448 multi-user \$75,932 single user	There are several levels of services within our Executive Programs offerings. Depicted here is Gartner for IT Executives - CIO which includes access to all research including our CIO Research exclusive to these members. A key component of this advisory service is an Executive Partner who works with the MI CIO on strategic planning, enterprise workforce management, and other related role challenges.



				Please refer to the Exececutive Programs section of this proposal for further details. Gartner is offering the State a multi-seat incentive when multiple services are purchased by the same agency. This pricing is fixed for three years. Proration of this service is restricted; please check with your Gartner representative for availability.
	E) Other - IT Practitioner Access	\$ 48,380	\$ 48,864	Gartner's recent acquisition of Burton Group enables Gartner to provide a broader access model to support frontline IT practitioners. This Burton Group IT1 "Bolt-On" offers Advisor and Reference level access to existing Gartner clients with a minimum spend of \$30,400. Included here is the price for DTMB IT practitioners to obtain <u>advisor</u> access privileges. The starting base Burton IT1 Advisor package for an agency with up to 4,000 employees is represented here.
2	Registration costs for technical conferences vendor may host or sponsor	\$1,800 - \$2,755	\$1,818 - \$2,783	Gartner hosts over 50+ events worldwide each year. Over 15 of those events are held in North America. Gartner Summits focus on the specific topics, technologies and industries that are top-of-mind for today's business and IT professionals. Summits are 2-3 days in length. Gartner's Symposium/ITxpo is Gartner's flagship conference for IT and business professionals, featuring the expert analysis of Gartner analysts from around the globe. This five day event is held every October in Orlando, FL.
3	Document review	Included	Included	Included in research contract. Limited to 20 pages per document.
4	Consulting rates for specific limited purpose projects with identified statement of work - (Use Table 2 below to provide labor rates and classifications.)	\$	\$	See Table 2 below for rates.



5	Other - Strategic Advisory Services - One Day	Remote: \$6,260; Internal: \$12,310; External: \$17,610	Remote: \$6,323; Internal: \$12,433; External: \$17,786	Gartner Strategic Advisory Services (SAS) are one- to three-day engagements that help IT leaders validate a specific opportunity before making a major decision or investment. SAS engagements also offer "sanity checks" to help executives assess the status of an ongoing initiative before recommitting it to another round of funding. Engagements are available in three offerings: Remote, Internal, and External.
5	Other - Benchmarking Analytics	IT Leader Scorecards: \$20,000 - \$46,400	IT Leader Scorecards: \$20,200 - \$46,864	Gartner's Benchmarking Product portfolio is comprised of three distinct categories of offerings: 1.) IT Leader Scorecards 2.) IT Executive Benchmarks 3.) IT Custom Benchmarks. The IT Leader Scorecards cover a range of services and consist of packaged service deliverables. Our Executive and Custom benchmarking services vary in scope and complexity based on the client's requirements; thus, pricing is based on a specific SOW using the consulting labor rates below.



Table 2

Labor Rates for future enhancements

Resource Classification	State of MI Labor rate (per hour)	MiDEAL Labor rate (per hour) (Includes 1% Fee)	Comments
1. Project manager	\$	\$	
2. Analyst Level 1	\$	\$	
3. Analyst Level 2	\$	\$	
4. Analyst Level 3	\$	\$	
5. Others (List below):			
Project Manager	\$335	\$335	Project Manager: Persons in this role will have day to day responsibility for the overall project, the schedule, client deliverables, and management of individual project resources. Frequently, these individuals may be PMP certified, and may have a dual role on the project, depending upon the scope of the project.
Senior Analyst	\$395	\$395	Senior Analyst: Persons in this role will work as project consults, and may lead IT activities in the area of focus for the project.
Analyst	\$265	\$265	Analyst: Persons in this role will work as project consultants, under the direction of a Senior Analyst or Project Manager.
Subject Matter Expert	\$425	\$425	Subject Matter Expert: Persons in this role will provide deep knowledge and experience on technology, industry, functional area, or project specific issues. These persons are deployed to the project on an as needed basis, Gartner Research Analysts, who may participate in client workshops or on-site meetings, fit into this category.

Note: Hourly rates quoted are firm, fixed rates for the duration of the contract, which includes option years. Travel and other expenses will not be reimbursed. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work for future enhancements.

The State will submit a Statement of Work to the Contractor for the enhancements requested and the Contractor will provide a written price proposal. Upon review and approval of the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin.