STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **13**
to
Contract Number **180000000065**

CONTRACTOR	
	GARTNER GROUP INC
	56 Top Gallant Road
	Stamford, CT 06902
	Christopher Tapping
	734-899-7322
	christopher.tapping@gartner.com
	CV0000883

STATE			
	Program Manager	Mary McGinnis	MULTI
		881-7125	
		McGinnisM2@Michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY			
PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☒	3 months	December 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$3,636,121.94	$0.00	$3,636,121.94		

DESCRIPTION

Effective 9/20/2022, the State is extending the Contract 90 days in accordance with Section 22 Transition Responsibilities of the Contract Terms. The new Contract expiration date is 12/31/22.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and Ad Board approval on 9/25/2017.

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CONTRACT CHANGE NOTICE

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to
Contract Number **180000000065**

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CONTRACT SUMMARY

PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,337,221.94	$298,900.00	$3,636,121.94

DESCRIPTION

Effective 9/14/2022, the Contract is hereby increased by $298,900.00 and the following amendment is incorporated to assist DHHS with market research for a Department Wide Collections System solution.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and Ad Board approval on 9/25/2017.

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

Project Title: MDHHS Department Wide Collections Solution – Market Research	**Period of Coverage:**
Requesting Department: DTMB- DHHS	**Date: 7/14/2022**
DTMB Contract Administrator: Sole Point of Contact during procurement phase Shannon Romein	**Phone: 517-898-8102**
DTMB Project Manager: Dustin Hartigan	**Phone: 517-282-7371**

1. ENGAGEMENT STATEMENT OF WORK OVERVIEW

The Michigan Department of Health and Human Services (MDHHS) has multiple case and claim management systems that are used to manage overpayment documentation, federal reporting, accounting, and collections activities as a way of supporting departmental collections activity. These processes currently rely heavily on paper correspondence and human intervention in order to complete. This reliance on antiquated technology increases duplication of data and effort, limits the accuracy of reportable data needed for management to make timely decisions and fails to create a simple and accessible solution for our Michigan residents to interact.

2. BACKGROUND AND PROJECT OBJECTIVE

2.1.1. PROJECT REQUEST

The purpose of this second-tier bid is to identify, engage and contract with a Contractor under the IT Research and Advisory program to work with both MDHHS and DTMB staff to perform a review of current business processes and existing documentation to aid in development of requirements for either a subsequent bid or to leverage an existing solution/contract. The awarded Contractor will be ineligible to receive an award for any subsequent solicitation(s) relating to this project that would cause a conflict of interest. It is anticipated that the contracted Contractor will need to complete market research on available solutions, both internal and external to the State of Michigan, that can address the given business need. Accompanying this market research will be the identification and documentation of any gaps, expected implementation timelines and anticipated costs for each researched solution.

2.1.2. BACKGROUND

In order to reduce duplication of effort and to provide a better experience for our Michigan residents, MDHHS has determined that a more comprehensive and streamlined solution is needed to manage the collection efforts of multiple business areas with the Department.

The envisioned solution will replace all or most of the legacy systems or modules currently in use for collections and receipts. It will be responsible for serving as a hub to multiple systems including SIGMA, Community Health Automated Medicaid Processing System (CHAMPS), Bridges, Comprehensive Child Welfare Information System (CCWIS), Adult Services Authorized Payments (ASAP), Michigan Cashiering and Receivable System (MiCaRS), and Michigan Adult Integrated Management System (MiAIMS. The solution will need to establish, monitor and report on collection activity within the Department and must also support interfacing with State Treasury and the Federal Treasury Offset Program (TOP).

This project will provide research and aid in the development of requirements for the solution referenced above.

3. SCOPE OF WORK AND DELIVERABLES

3.1. IN SCOPE

The Contractor will provide the staff necessary to review and understand the general business requirements, do the market research on both internal and external solutions, provide a gap analysis for each potential solution and the corresponding estimated pricing. The Contractor will report findings and provide contractual deliverables to the State (Department of Technology, Management and Budget (DTMB) and Michigan Department of Health and Human Services) within three months of contract initiation.

Objectives and deliverables for the chosen Contractor and this Contract include:

1. Work with the State's Continuous Improvement Team to leverage existing Lean Process Improvement (LPI) artifacts to understand the business need as it relates to collection activities.
2. Aid in the development and completion of the high-level business and functional requirements (required for the IT Readiness Process. See Appendix A).
3. Research potential solutions, both internal and external to the State of Michigan and
   - Provide a gap analysis for each identified solution.
   - Identify estimated costs associated to each solution which could include but is not limited to licensing, implementation, customization and per transaction costs.
   - Provide a likely schedule for choosing each research solution.
4. Present findings and formal recommendations of a solution to project stakeholders.

3.2. OUT OF SCOPE

- Final decision on technical solution.
- Delivery of detailed technical requirements.
- Creation of Business Process Descriptions and Visio Workflows.
- Execution of Lean Process Improvement (LPI) activities.

3.3. COLLECTION SYSTEM EVALUATION TASKS

3.3.1. COLLECTION SOLUTION EVALUATION PROJECT MANAGEMENT PLAN

Within 10 days of the start of the Contract, Contractor will provide to the State of Michigan a Project Plan Document covering the items listed below:

- A Collection System Evaluation project management plan, encompassing their activities, deliverables, status reporting and recommendations for:
  - Narrative description of the overall approach to Collection System Evaluation project
  - Schedule including tasks, activities, deliverables, and milestones, showing the schedule's critical path.
  - Communication Plan that identifies communication methods for the Awarded Contractor
  - Sample Performance Metrics, and process for obtaining such metrics.
  - Deliverables Review process
  - Tools and Processes for ensuring adequate knowledge transfer for State Staff.
  - Staff roles and responsibilities, both Contractor and SOM staff
  - Methodology for conducting business process and solution reviews
    - Processes

    - Tools
    - Sample metrics
  - List of equipment and facility needs.
  - The Contractor's project organizational structure with names and titles of personnel assigned to the project. This must be in agreement with staffing of accepted proposal.

3.3.2. ONSITE EVALUATION
The Contractor will provide an independent evaluation in conjunction with the Financial Operations Administration and DTMB to ensure that the project is being conducted in accordance with the State of Michigan standards.

The Contractor will be embedded with the MDHHS Financial Operations Administration to assess the project. These efforts will include, but not be limited to:

- Interviews with project team members
- Participate and facilitate team discovery and status meetings
- Independent assessment of the project progress on an ongoing basis
- Review of documentation, deliverables, and other key artifacts

3.3.3. STATUS REPORTS
The Contractor will prepare and submit Status Reports to the State using the approved format. The reports will detail the Collections Project Review Team's accomplishments, critical concerns, team's issues and risks. Each individual report will cover status updates listed on the specific areas of focus listed below.

- Weekly Status Report to be delivered to the DTMB Project Manager by the end of each week will include:
  - A preview of key activities completed during the current reporting period.
  - An estimated list of activities that will be completed during the next reporting period.
  - A listing and action items that are currently assigned for the project.
  -

Overview of current schedule status to determine if identified milestones are still likely to be reached by the agreed upon schedule

Engagement Overview

The following provides an overview of Gartner's project plan and approach.

Gartner Engagement Objectives and Scope

Table 1. MDHHS' Situation

Our Understanding	Gartner Response
▪ Collection activities are the establishment of monies owed to MDHHS, implementation and completion of collections due processes as set by law and policy, and collections of monies owed through various means such as cash collections or collections from outside entities.	▪ Gartner will provide DTMB and MDHHS with an objective assessment of market options to determine the best go-forward recommendations for modernization/ replacement of technology used during collections activities.

Our Understanding	Gartner Response
▪ MDHHS currently has multiple case and claim management systems that are used to manage overpayment documentation, federal reporting, accounting, and collections activities. ▪ While millions of overpayments identified annually, there is a reliance on antiquated technology and paper-driven processes which increases duplication of data and effort, limits the accuracy of reportable data needed for management to make timely decisions, and fails to create a simple and accessible solution for Michigan residents. ▪ DTMB and MDHHS seek a Contractor to conduct research and discovery that leads to a recommendation to either modify an existing system, modify a COTS product, or build a new system that can act as a comprehensive and streamlined hub for collections activities.	▪ Gartner proposes a 5-step approach to set the current state business context, confirm future state strategic vision and expectations, conduct and analyze market research, and develop recommendations for a go-forward sourcing strategy. ▪ Gartner's approach leverages existing documentation, stakeholder interviews/ surveys, and validation workshops to collect and document findings and develop future state recommendations. This information, paired with Gartner's knowledge of the current marketplace, will be used to perform a thorough market scan and provide recommendations for modernizing/ replacing collections solution(s).

Table 2. Project Scope

In Scope	Out of Scope

▪ Work with the State's Continuous Improvement Team to leverage existing Lean Process Improvement (LPI) artifacts to understand the business need as it relates to collection activities.
▪ Aid in the development and completion of the high-level business and functional requirements.
▪ Research potential solutions, both internal and external to the State of Michigan (e.g., SIGMA, Community Health Automated Medicaid Processing System (CHAMPS), Bridges, Comprehensive Child Welfare Information System (CCWIS), Adult Services Authorized Payments (ASAP), Michigan Cashiering and Receivable System (MiCaRS), Michigan Adult Integrated Management System (MiAIMS)) and
  ○ Analyze market scan results against the State's future state vision.
  ○ Identify high level cost estimates for a potential Collections solution (e.g., software and services).
  ○ Identify schedule options for the solution types included in the market scan.
▪ Present findings and formal recommendations of a sourcing strategy to procure a new Collections solution to project stakeholders.
	▪ Final decision on technical solution.
	▪ Delivery of detailed technical requirements.
	▪ Creation of Business Process Descriptions, Visio Workflows or detailed business requirements.
	▪ Execution of Lean Process Improvement (LPI) activities.

1.1 Approach Overview

This section outlines how Gartner will provide primary tasks and deliverables described in DTMB's Collection System SOW. Gartner's five-step approach in Figure 1 is composed of several activities that are executed to produce the desired work products which culminate into the requested contracted deliverables. Gartner's approach starts with pre-planning activities that confirm Gartner's engagement objectives and approach which enables Gartner to provide the Collection Solution Evaluation Project Management Plan within 10 days of the start of the contract.

Figure 1. Gartner Approach Overview

Approach Overview

1 Project Initiation

Gartner Activities

- Conduct pre-planning meeting to confirm engagement objectives and approach
- Finalize project plan and timeline
- Identify stakeholders and schedule key meetings
- Identify and collect required documents
- Review client documentation and identify information gaps
- Facilitate kickoff meeting with key stakeholders
- Create stakeholder discovery interview guide

Deliverables

- Collection Solution Evaluation Project Management Plan
- Stakeholder Interview Guide and/or Survey
- Project Kickoff

Duration

- 2 weeks

2 Current State Discovery

Gartner Activities

- Conduct Business stakeholder interviews to gain perspective on business vision, current level of IT enablement, and expectations from IT
- Conduct IT stakeholder interviews to gain perspective on existing tech strategy and historic view of IT, and major pain points
- Identify and synthesize the problems: pain points, requirements, risk appetite and business vision
- Collect and complete current technical environment and architecture documentation *(e.g., as input to Project Readiness Current Technical Environment and Architecture)*
- Collect current-state cost baseline
- Conduct workshop with business and IT to summarize the business strategy, internal perspectives, external market trends and best practices

Deliverables

- Current Technical Environment and Architecture
- Discovery Workshops

Duration

- 1-2 weeks

3 Future State Strategy & Requirements

Gartner Activities

- Conduct a workshop to define the future state vision, identify the critical Business and IT capabilities required to execute against strategic objectives, and key hypotheses for expected financial benefits
- Develop MDHHS-Collections business capability model (BCM)
- Define high-level business and functional requirements based on MDHHS-Collections BCM capabilities *(e.g., as input to Project Readiness High Level Requirements)*
- Facilitate workshop to validate future state strategy and high-level requirements

Deliverables

- Future State MDHHS Collections Strategy On-a-Page
- High-Level Requirements

Duration

- 3 weeks

4 Market Research & Benefits

Gartner Activities

- Validate scope, approach, and shortlisting criteria for upcoming market research
- Leverage Gartner Research resources to identify and segment a long list of potential vendors for the desired scope
- Shortlist the top 3 candidates using agreed upon criteria and conduct market research for top 3 candidates
- Analyze market research to identify and document any gaps against future state vision *(e.g., as input to Project Readiness Market Research)*
- Identify a high-level cost estimate and anticipated benefits from implementing the potential future state solution *(e.g., as input to Project Readiness Benefits Register)*
- Facilitate workshop to review market research analysis

Deliverables

- Market Research and Analysis
- Benefits Register

Duration

- 4-5 weeks

5 Collections Recommendations

Gartner Activities

- Consolidate findings from previous steps
- Develop recommendations for implementing a collections solution
- Facilitate workshop to validate findings and recommendations
- Facilitate an executive briefing of summary findings and recommendations

Deliverables

- Executive Briefing

Duration

- 1-2 weeks

1.2 Approach Detail

Table 3. Gartner Task Descriptions

Step 1. Project Initiation & Kickoff	
Objectives	▪ Establish a solid foundation and mutual understanding for execution of the project and – where necessary – ensure agreed contingency plans are in place
Activities Performed by Gartner	▪ Conduct pre-planning meetings to validate engagement scope, schedule, objectives, roles and responsibilities, and stakeholders – Confirm project objectives, scope, and approach – Submit background documentation list – Provide background documentation – Preview background documentation and identify gaps – Identify Project Stakeholders – Schedule key engagement meeting(s) and initial stakeholder interviews ▪ Finalize project plan and schedule ▪ Prepare an Interview Guide(s) for discovery interviews providing a preview of questions/topics that may be covered for business and IT stakeholders ▪ Project Kickoff – Create facilitation materials for project kickoff – Conduct Project Kickoff Meeting ▪ Weekly Status Reporting – Draft weekly status reports to deliver to the DTMB Project Manager by the end of each week that includes: ▪ Overview of key accomplishments during the current reporting period ▪ Preview of key upcoming activities to complete during the next reporting period ▪ List of action items, risks, and issues ▪ Project schedule overview
State's Responsibilities	▪ Jointly define roles and responsibilities including project governance, structure, and ways of working ▪ Mobilize project team and schedule stakeholder interviews and workshops ▪ Provide existing documentation — including strategic plan(s), Initiatives, Technology Architecture, Investment Plans, Lean Process Improvement (LPI) artifacts, etc. ▪ Provide any required reporting format or template(s) ▪ Coordinate and confirm logistics for kickoff meeting

	▪ Schedule and ensure attendance at kickoff meeting by Project Sponsor, Project Manager, and other key stakeholders, as determined prior to kickoff ▪ Provide timely feedback on deliverables, information requests, and questions
Deliverables	▪ Collection Solution Evaluation Project Management Plan and Schedule ▪ Stakeholder Interview Guide ▪ Project Kickoff
Time Frame	▪ 2 weeks
Assumptions	▪ State will staff project manager as the single point of contact for Gartner. This single point of contact will be empowered to schedule meetings in accordance with the agreed timelines and with density ▪ LPI activities are complete and documented outputs will serve as the basis for development of the Stakeholder Interview Guide ▪ Engagement scope includes up to 6 MDHHS existing systems (e.g., SIGMA, Community Health Automated Medicaid Processing System (CHAMPS), Bridges, Comprehensive Child Welfare Information System (CCWIS), Adult Services Authorized Payments (ASAP), Michigan Cashiering and Receivable System (MiCaRS), Michigan Adult Integrated Management System (MiAIMS)) ▪ Ongoing project management will include up to 1 x 30-min weekly status meetings
Step 2.	***Current State Discovery***
Objectives	▪ Develop an understanding of the business context by: – Reviewing the State's existing documentation and LPI artifacts – Conducting stakeholder interviews and/or surveys
Activities Performed by Gartner	▪ Provide stakeholder Interview guides / distribute survey ▪ Conduct up to ten (6) small group interviews over the course of 2 business days with key business stakeholders, IT stakeholders, and executives – Review existing Lean Process Improvement artifacts – Collect current-state cost baseline from SOM – Identify, synthesize, and document findings, pain points, requirements, risk appetite, and future state vision – *Business stakeholder interviews:* gain perspective on business vision, current level of IT enablement and expectations from IT – *IT stakeholder interviews:* gain perspective on existing tech strategy and historic view of IT, major pain points and plans for transformation ▪ Collect and document Current Technical Environment and Architecture – Draft current technical environment and architecture components – Review with SOM

	– Finalize and update Project Readiness Deliverable (e.g., Current Technical Environment and Architecture) ▪ Consolidate, finalize and submit Current State Discovery workshop findings – Draft current state findings and prepare for Current State Workshop – Facilitate Current State Workshop to validate our understanding and findings – Refine workshop material and submit final Current State Discovery Workshop deliverable
	▪ Identify key stakeholders for providing required inputs ▪ Manage the survey response time and follow ups with all staff ▪ Support the coordination of interview logistics ▪ Participate in – and ensure attendance with - interviews and workshop(s) ▪ Articulate the business vision for alignment of IT strategy ▪ Review all draft deliverables and work products timely
Work Product(s)	▪ Current Technical Environment and Architecture ▪ Current State Discovery Findings
Time Frame	▪ 1-2 weeks
Assumptions	▪ Up to 6 x 90-min small group interviews over the course of 2 consecutive business days ▪ Up to 2 x 90-min workshops
Step 3. Future State Strategy & Requirements	
Objectives	▪ Define a compelling strategic vision for MDHHS' future state collections solution ▪ Identify the capabilities and high-level requirements required to achieve that vision
Activities Performed by Gartner	▪ Develop a Future State MDHHS Collections Strategy On-a-Page – Draft materials to facilitate Future State Strategy Workshop – Facilitate workshop to define and document future state strategic vision and market research approach – Develop key hypotheses for financial benefits – Draft Future State MDHHS Collections Strategy On-a-Page – Finalize and submit ▪ Define High-Level Requirements – Draft MDHHS Collections BCM and Business/ Functional Scope Areas – Facilitate workshop to validate BCM and business/functional scope – Finalize MDHHS Collections BCM and functional/business scope of future collections solution

	– Develop High-Level Business and Functional Requirements based on BCM – Finalize and update Project Readiness Deliverable (e.g., High-Level Requirements)
State Responsibilities	▪ Identify key stakeholders for providing required inputs ▪ Participate in workshop(s) ▪ Contribute to review, validate, and contextualize all key activities above
Work Product(s)	▪ Future State MDHHS Collections Strategy ▪ High-Level Requirements
Time Frame	▪ 3 weeks
Assumptions	▪ Up to 10 x 30-min small group follow-up interviews over the course of 2 business days (if necessary) ▪ Up to 3 x 90-min workshops
Step 4.	***Market Research & Benefits***
Objectives	▪ Scan the market to research and analyze potential collections solutions to assess strategic fit ▪ Understand implications and make strategic decisions on the target state business capabilities, solution architecture, and operating model
Activities Performed by Gartner	▪ Validate scope, approach, and shortlisting criteria for upcoming market research ▪ Leverage Gartner Research resources to identify and segment a long list of potential vendors for the desired scope ▪ Shortlist Market Research Candidates – Identify long list of potential market research candidates – Shortlist the top 3 candidates using agreed upon criteria – Validate shortlist of top 3 candidates ▪ Conduct Market Research for top 3 candidates ▪ Analyze Market Research – Analyze market research to identify and document gaps against future state strategy – Identify high-level estimated costs and anticipated benefits – Draft market research results and analysis – Facilitate workshop to review market research analysis ▪ Benefits Register – Identify a high-level cost estimate and anticipated benefits from implementing the potential future state solution (e.g., as input to Project Readiness Benefits Register) – Review with SOM – Finalize and submit

	▪ Finalize and submit Project Readiness Deliverable (e.g., Market Research)
State Responsibilities	▪ Identify key stakeholders for providing required inputs ▪ Participate in workshop(s) ▪ Contribute to review, validate, and contextualize all key activities above
Deliverable(s)	▪ Market Research and Gap Analysis ▪ Benefits Register
Time Frame	▪ 4-5 weeks
Assumptions	▪ Up to 2 x 90-min workshops ▪ Up to 2 weeks to conduct market scan
Step 5.	***Collections Recommendations***
Objective	▪ Consolidate findings and develop recommendations
Activities Performed by Gartner	▪ Draft summary of key findings from previous project steps ▪ Develop recommendations for a collections solution ▪ Facilitate executive briefing of summary findings and recommendations
State Responsibilities	▪ Identify key stakeholders for providing required inputs ▪ Participate in workshop(s) ▪ Contribute to review, validate, and contextualize all key activities above
Deliverable(s)	▪ Executive Briefing
Time Frame	▪ 1-2 weeks
Assumptions	▪ Up to 1 x 1-hour executive briefing

1.3 Project Management and Control

Several critical activities are accomplished via Gartner's project management process:

- Our project management process guides reporting, risk mitigation and engagement control:
  - Be responsible for accomplishing assigned activities within the project schedule, project costs, and project scope
  - Facilitate weekly status meetings with key engagement stakeholders

- Outline weekly reporting period accomplishments, upcoming activities, action items, risks, issues, and status of engagement schedule, scope, and budget during weekly status meetings and reports
  - Provide continual communication with stakeholders to ensure full awareness of activities, the associated timeline and actions required to ensure efficient control of project change
  - Assign appropriate Gartner resources to participate in project meetings and the preparation of project deliverables
- Gartner will work with DTMB' Project Manager to identify SUITE template(s) from the State's project management library, as agreed upon in the project management plan.

3.3.4. ROLES AND RESPONSIBILITIES

Additional information regarding specific qualifications of Gartner resources is provided in Gartner Response_Proposal Clarifications - Collections_System_SOW.

Table 4. Project Team Roles and Responsibilities

Project Role	Responsibilities	Time
Project Executive Diana Woronuk 	▪ Ensure that Gartner activities support State goals. ▪ Build and maintain a long-standing relationship with State. ▪ Provide high-level oversight to the project and become more heavily involved should any issue resolution be necessary.	▪ 10-25%
Engagement Manager Patrick Li 	▪ Responsible for the day-to-day management of project initiatives. ▪ Ensure that project deliverables are completed on time and meet the Gartner quality standards. ▪ Act as the primary point of contact for the Gartner team. ▪ Work closely with State to ensure that Gartner is meeting its needs.	▪ 50%

Project Role	Responsibilities	Time
Subject Matter Experts (SME) Alistair McKinnon 	▪ Provide day-to-day consulting support for project tasks. ▪ Guide the development of project deliverables by the project team, ensuring alignment with IT strategy best practices, HHS industry operational and technical perspectives, application, and integration. ▪ Work closely with State to ensure that Gartner is meeting its needs.	▪ 10-25%
Project Consultant Lorraine Francisco 	▪ Provide day-to-day consulting support for project tasks. ▪ Provide support for data collection, data analysis and recommendations for activities. ▪ Participate in deliverable creation, deliverable review and client presentations as needed. ▪ Present results to State as needed.	▪ 50%
Quality Assurance Specialist Erika Cahill 	▪ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement. ▪ Ensure value through use of the Gartner Project Management Life Cycle detailed in this Proposal.	▪ 10-25%
Gartner Account Partner Christopher Tapping 	▪ Ensure that value delivered is seamlessly integrated with all Gartner services to State and that all recommendations are actionable through ongoing Gartner services. ▪ Provide additional guidance and context so this engagement is aligned to, and advances, the mission-critical priorities of State.	▪ n/a

4. CONTRACTOR STAFFING AND RESPONSIBILITIES

4.1. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Temporarily, due to Covid-19, most work is being performed remotely. When those restrictions are lifted, the work is to be performed, completed, and managed at the following locations, unless MDHHS Business and DTMB Technical Owners provide an exception:

Grand Tower

235 S. Grand Ave Lansing, Michigan 48933 or other State of Michigan office buildings in the Greater Lansing area.

4.2. 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.

4.3. STATE STAFFING AND RESPONSIBILITIES

The designated DTMB Project Manager is:
Dustin Hartigan
(517) 282-7371
HartiganD@michigan.gov

4.4. AGENCY RESPONSIBILITIES

MDHHS will be responsible for providing the following:

- Assist Contractor with scheduling onsite meetings with project staff
- Provide State resources during onsite meetings with Contractor
- Make available business processes, required system integrations, access to SME's, any available design and documentation as identified.

5. COMPENSATION AND PAYMENT

5.1. FUTURE STATEMENTS OF WORK AND ISSUANCE OF PURCHASE ORDERS

- Unless otherwise agreed by the parties, any modification to this Statement of Work will include:
  - Background
  - Project Objective
  - Scope of Work
  - Deliverables
  - Acceptance Criteria
  - Project Control and Reports
  - Specific Department Standards
  - Payment Schedule
  - Project Contacts
  - Agency Responsibilities and Assumptions
  - Location of Where the Work is to be performed
  - 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.

5.2. INVOICING

Contractor will submit properly itemized invoices to:

DTMB-Accounts-Payable@michigan.gov

Invoices must provide the following:

- Contract number;
- Purchase Order number;
- Contractor name, address, phone number, and Federal Tax Identification Number;
- List each fee item separately;
- Include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements

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

5.3. TRAVEL AND EXPENSES

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

5.4. PAYMENT SCHEDULE

Payment will be made following satisfactory acceptance of each task.

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 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.

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

Table 5. TASKS AND DELIVERABLES PRICING SCHEDULE

Tasks & Deliverables	Anticipated Start Date	Anticipated Completion Date	Contractor Staff Position Titles	Estimated Hours By Position	Total Payment
Step 1: Project Initiation & Kickoff					**$35,470**
Collection Solution Evaluation Project Management Plan and Schedule	10/3/2022	10/17/2022	Engagement Manager Core Project Consultant Senior Business Architect/SME Project Executive/QA	*20* *16* *4* *2*	$17,290
Stakeholder Interview Guide	10/6/2022	10/13/2022	Engagement Manager Core Project Consultant Senior Business Architect/SME Project Executive/QA	*8* *8* *2* *2*	$7,880
Kickoff Meeting & Materials	10/6/2022	10/14/2022	Engagement Manager Core Project Consultant Senior Business Architect/SME Project Executive/QA	*10* *10* *4* *2*	$10,300
Step 2: Current State Discovery					**$51,590**
Current Technical Environment & Architecture	10/19/2022	10/24/2022	Engagement Manager Core Project Consultant Senior Business Architect/SME Project Executive/QA	*20* *30* *16* *8*	$30,210
Current State Discovery Workshop	10/19/2022	10/24/2022	Engagement Manager Core Project Consultant Senior Business Architect/SME Project Executive/QA	*20* *20* *8* *4*	$21,380
Step 3: Future State Strategy					**$74,830**
Future State MDHHS Collections Strategy On-a-Page	10/25/2022	11/2/2022	Engagement Manager Core Project Consultant Senior Business Architect/SME Project Executive/QA	*30* *30* *16* *8*	$34,860
High Level Requirements, e.g.: Aid in the development and completion of the high-level business and functional requirements (required for the IT	10/31/2022	11/15/2022	Engagement Manager Core Project Consultant Senior Business Architect/SME Project Executive/QA	*30* *40* *20* *8*	$39,970

Tasks & Deliverables	Anticipated Start Date	Anticipated Completion Date	Contractor Staff Position Titles	Estimated Hours By Position	Total Payment
Readiness Process. See Appendix A).					
Step 4: Market Research & Benefits					**$96,220**
High Level Requirements, e.g.: Research potential solutions, both internal and external to the State of Michigan and - Analyze market scan results against the State's future state vision -Identify schedule options for the solution types included in the market scan	10/28/2022	12/2/2022	Engagement Manager Core Project Consultant Project Consultant Senior Business Architect/SME Project Executive/QA	*40* *40* *40* *20* 8	$54,620
Benefits Register, e.g.: - Identify high level cost estimates for a potential Collections solution (e.g., software and services)	11/23/2022	12/2/2022	Engagement Manager Core Project Consultant Project Consultant Senior Business Architect/SME Project Executive/QA	*20* *40* *40* *16* 8	$41,600
Step 5: Collections Recommendations					**$40,790**
Present findings and formal recommendations of a sourcing strategy to procure a new Collections solution to project stakeholders.	12/1/2022	12/9/2022	Engagement Manager Core Project Consultant Project Consultant Senior Business Architect/SME Project Executive/QA	*24* *30* *20* *24* *8*	$40,970
Total Estimated Hours and Total Firm Fixed Price	N/A	N/A	N/A		**$298,900**

RATE CARD FOR ANCILLARY PROFESSIONAL SERVICES

Resource	On-Site Hourly Rate	On-Shore and Off-Site Hourly Rate	Off-Shore Hourly Rate
Business Analyst	$415	$400	n/a
Senior Business Analyst	$535	$520	n/a
Technical Analyst	$465	$450	n/a
Senior Technical Analyst	$565	$550	n/a
Project Consultant	$265	$250	$230

DRAFT PROJECT SCHEDULE

Gartner's Project Manager will be responsible for maintaining an MS Project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Gartner anticipates completion of this engagement within 10 weeks, as detailed in Figure 2. This schedule is dependent on the assumptions included in our proposal. Gartner will work jointly with DTMB and MDHHS to refine the engagement schedule in Task 1, as agreed to in the Collection Solution Evaluation Project Management Plan.

Refer to Gartner Response_Attachment 1- Draft Project Schedule - Collections_System_SOW - Gartner Response v2 for additional details regarding the project schedule and timeline.

Figure 2. Estimated Engagement Schedule

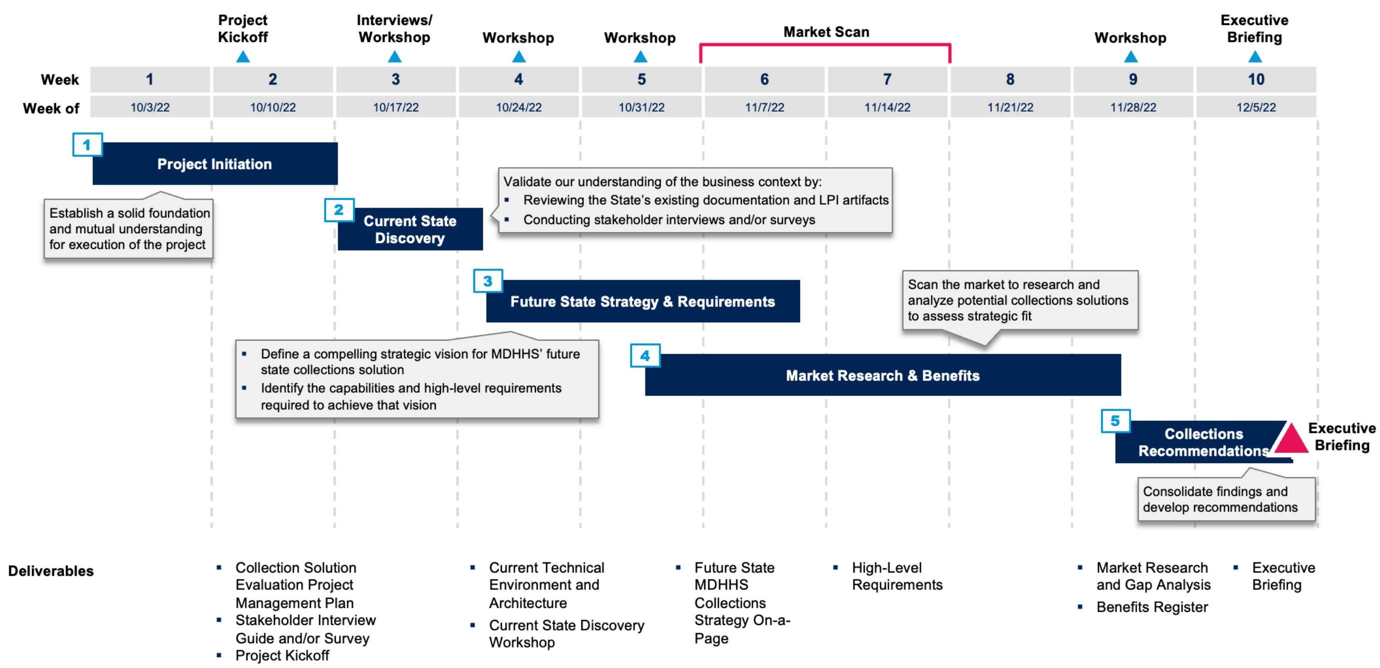

Table 6. GARTNER PROJECT SCHEDULE – MILESTONE SUMMARY

Task Name	Duration	Start	End	Resource Names
MDHHS Collections Solution Evaluation Market Research	**54 days**	**10/3/22**	**12/9/22**	
1: Project Initiation and Kickoff	**10 days**	**10/3/22**	**10/17/22**	
Project Preplanning	4 days	10/3/22	10/6/22	
Stakeholder Interview Guide	5 days	10/6/22	10/13/22	
Collection Solution Evaluation Project Management Plan	10 days	10/3/22	10/17/22	
Kickoff Meeting & Materials	6 days	10/6/22	10/14/22	
2: Current State Discovery	**6 days**	**10/17/22**	**10/24/22**	
Business and IT Stakeholder Interviews	2 days	10/17/22	10/18/22	
Current Technical Environment and Architecture	7 days	10/19/22	10/24/22	
Current State Discovery Workshop	4 days	10/19/22	10/24/22	
3: Future State Strategy & Requirements	**15 days**	**10/25/22**	**11/15/22**	
Future State MDHHS Collections Strategy On-a-Page	7 days	10/25/22	11/2/22	
High-Level Requirements	11 days	10/31/22	11/15/22	
4: Market Research & Benefits	**23 days**	**10/28/22**	**12/2/22**	
Market Research	23 days	10/28/22	12/2/22	
Benefits Register	8 days	11/23/22	12/2/22	
5: Collections Recommendations	**7 days**	**12/1/22**	**12/9/22**	
Executive Briefing	7 days	12/1/22	12/9/22	

Table 7. GARTNER PROJECT SCHEDULE – DETAILED

Task Name	Duration	Start	End	Resource Names
MDHHS Collections Solution Evaluation Market Research	**46 days**	**10/3/22**	**12/9/22**	
1: Project Initiation and Kickoff	**10 days**	**10/3/22**	**10/17/22**	
Project Preplanning	**4 days**	**10/3/22**	**10/6/22**	
Confirm project objectives, scope and approach with SOM	1 day	10/3/22	10/3/22	Gartner, SOM
Submit background documentation list to SOM	1 day	10/3/22	10/3/22	Gartner
Provide background documentation	2 days	10/4/22	10/5/22	SOM
Review background documentation with SOM and identify gaps	1 day	10/6/22	10/6/22	Gartner
Identify Project Stakeholders with SOM	1 day	10/3/22	10/3/22	Gartner, SOM
Stakeholder Questionnaire / Survey	**5 days**	**10/6/22**	**10/13/22**	
Draft stakeholder questionnaire(s) / survey(s)	2 days	10/6/22	10/7/22	Gartner
Review with SOM	1 day	10/11/22	10/11/22	Gartner, SOM

Task Name	Duration	Start	End	Resource Names
Finalize and schedule stakeholder interviews / distribute survey(s)	2 days	10/12/22	10/13/22	Gartner, SOM
Collection Solution Evaluation Project Management Plan	**10 days**	**10/3/22**	**10/17/22**	
Develop Draft	3 days	10/3/22	10/5/22	Gartner
Review with SOM	5 days	10/6/22	10/13/22	Gartner, SOM
Finalize Project Plan and schedule	2 days	10/14/22	10/17/22	Gartner
Project Kickoff	**6 days**	**10/6/22**	**10/14/22**	
Draft kickoff materials	2 days	10/6/22	10/7/22	Gartner
Review with SOM	2 days	10/11/22	10/12/22	Gartner, SOM
Finalize	1 day	10/13/22	10/13/22	Gartner
Conduct Project Kickoff Meeting	1 day	10/14/22	10/14/22	Gartner
2: Current State Discovery	**6 days**	**10/17/22**	**10/24/22**	
Business and IT Stakeholder Interviews	**2 days**	**10/17/22**	**10/18/22**	
Conduct Business stakeholder interviews	2 days	10/17/22	10/18/22	Gartner, SOM
Conduct IT stakeholder interviews	2 days	10/17/22	10/18/22	Gartner, SOM
Collect current-state cost baseline from SOM	2 days	10/17/22	10/18/22	Gartner
Identify current pain points and risk appetite	2 days	10/17/22	10/18/22	Gartner
Current Technical Environment and Architecture	**4 days**	**10/19/22**	**10/24/22**	
Draft current technical environment and architecture components	4 days	10/19/22	10/20/22	Gartner
Review with SOM	2 days	10/21/22	10/24/22	Gartner, SOM
Finalize and update SOM Project Readiness Deliverable (e.g., Current Technical Environment and Architecture)	2 days	10/21/22	10/24/22	Gartner
Current State Discovery Workshop	**4 days**	**10/19/22**	**10/24/22**	
Draft current state findings and prepare for current state workshop	2 days	10/19/22	10/20/22	Gartner
Conduct workshop to validate our understanding and findings	1 day	10/21/22	10/21/22	Gartner, SOM
Finalize and submit Current State Discovery Workshop materials	1 days	10/24/22	10/24/22	Gartner
3: Future State Strategy & Requirements	**15 days**	**101/25/22**	**11/15/22**	
Future State MDHHS Collections Strategy On-a-Page	**7 days**	**10/25/22**	**11/2/22**	
Draft workshop materials	2 days	10/25/22	10/26/22	Gartner
Facilitate workshop	1 day	10/27/22	10/27/22	Gartner, SOM
Define and document future state strategic vision and market research approach	1 day	1 day	10/27/22	Gartner, SOM

Task Name	Duration	Start	End	Resource Names
Develop key hypotheses for financial benefits	1 day	1 day	10/27/22	Gartner
Validate market scan approach (e.g., SOM Project Readiness Deliverable (e.g., Market Research))	1 day	1 day	10/27/22	Gartner, SOM
Draft future state strategy on-a-page	1 days	10/28/22	10/28/22	Gartner
Review with SOM	2 days	10/31/22	11/2/22	Gartner, SOM
Finalize and submit future state strategy on-a-page	1 days	11/2/22	11/2/22	Gartner
High-Level Requirements	**11 days**	**10/31/22**	**11/15/22**	
Draft workshop materials (e.g., MDHHS Collections BCM and functional/business scope of future collections solution)	2 days	10/31/22	11/1/22	Gartner
Facilitate workshop	1 day	11/2/22	11/2/22	
Finalize MDHHS Collections BCM and future scope	1 day	11/2/22	11/2/22	Gartner
Draft High-Level Business and Functional Requirements based on BCM	3 days	11/3/22	11/7/22	Gartner
Review with SOM	3 days	11/8/22	11/10/22	Gartner, SOM
Finalize and update SOM Project Readiness Deliverable (e.g., High-Level Requirements)	2 days	11/14/22	11/15/22	Gartner
4: Market Research & Benefits	**23 days**	**10/28/22**	**12/2/22**	
Market Research	**23 days**	**10/2822**	**12/2/22**	
Shortlist Market Research Candidates	1 day	10/28/22	10/28/22	
Identify long list of potential market research candidates	1 day	10/28/22	10/28/22	Gartner
Shortlist the top 3 candidates using agreed upon criteria with SOM	1 day	10/31/22	10/31/22	Gartner, SOM
Conduct market research for top 3 candidates	2 wks	11/8/22	11/22/22	Gartner
Draft market research results and analysis	3 days	11/23/22	11/29/22	Gartner
Facilitate workshop	1 day	11/30/22	11/30/22	
Facilitate workshop to review market research analysis	1 day	11/30/22	11/30/22	Gartner, SOM
Finalize and update SOM Project Readiness Deliverable (e.g., Market Research)	2 days	12/1/22	12/2/22	Gartner
Benefits Register	**6 days**	**11/23/22**	**12/2/22**	
Draft estimated costs and anticipated benefits	3 days	**11/23**/22	11/29/22	Gartner
Review with SOM	1 day	11/30/22	11/30/22	Gartner, SOM
Finalize and update SOM Project Readiness Deliverable (e.g., Benefits Register)	2 days	12/11/22	12/2/22	Gartner
5: Collections Recommendations	**7 days**	**12/1/22**	**12/9/22**	

Task Name	Duration	Start	End	Resource Names
Executive Briefing	**7 days**	**12/1/22**	**12/9/22**	
Draft summary of key findings from project	2 days	12/1/22	12/2/22	Gartner
Develop recommendations for a collections solution	4 days	12/1/22	12/6/22	Gartner
Facilitate executive briefing of summary findings and recommendations	1 day	12/7/22	12/7/22	Gartner, SOM
Finalize findings and recommendations	2 days	12/8/22	12/9/22	Gartner

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **11**
to
Contract Number **180000000065**

CONTRACTOR	
	GARTNER GROUP INC
	56 Top Gallant Road
	Stamford, CT 06902
	Christopher Tapping
	734-899-7322
	christopher.tapping@gartner.com
	CV0000883

STATE			
	Program Manager	Mary McGinnis	MULTI
		881-7125	
		McGinnisM2@Michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,247,221.94	$90,000.00	$3,337,221.94

DESCRIPTION

Effective 8/8/2022, the Contract is hereby increased by $90,000.00 and the following Change Order #2 is incorporated for Unemployment Insurance Modernization Support.

Please note, the State's Contract Administrator has been updated to Shannon Romein and the Contractor's Contract Administrator to Christopher Tapping.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and Ad Board approval on 9/25/2017.

A Change Order for

Michigan Department of Technology, Management and Budget

Change Order # 2 for Unemployment Insurance Modernization Support

19 July 2022

Engagement Number: 330067278

Solicitation Number: RFP MiDAS UIA System Guidance and Support Services

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Table of Contents

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Description of Change

Change Order Overview

This Change Order (CO2) is entered into pursuant to Section *2.0 - Gartner Approach* of the RFP MiDAS UIA System Guidance and Support Services Proposal (330067278) between Gartner, Inc. and Michigan Department of Technology, Management and Budget (DTMB) dated 02 July 2021. CO2 constitutes an amendment to the Proposal and is incorporated into the Proposal by this reference. All other terms in the Proposal shall remain unchanged and in full effect.

Investment Summary

This CO2 will be in the amount of $90,000. Additional details are provided in the subsequent section.

Description of Change

As requested by DTMB, CO2 modifies the existing agreement by increasing engagement scope (e.g., timeframe and assumptions) to provide continued support to the State of Michigan (State) during Phase 3: Buy. Vendor proposal review activities are taking longer to complete than UIA/DTMB originally anticipated, and UIA/DTMB plans to invite all vendors to participate in 2-day vendor demonstrations instead of inviting a shortlist of vendors for 1-day vendor demonstrations.

CO1 was a no-cost change order that modified deliverable due dates and the engagement closure date (e.g., 7/28/2022) in order to meet UIA/DTMB's target vendor award deadline of August 2022. UIA/DTMB currently expects to complete proposal reviews, vendor demonstrations, and vendor award in October 2022 based on the revised schedule shared by DTMB on 7/14/2022.

In an attempt to minimize engagement schedule slippage, Gartner offered to begin working on the Vendor Pricing Analysis Report early. However, DTMB's procurement's policy prohibits disclosing vendor pricing before vendor demonstrations are complete.

A summary of impacts of CO2 to this engagement's scope assumptions, duration, and budget are outlined in the tables below.

Table 1. Summary of Redlined Changes to Phase 3 Buy, Step 9 – Proposal Evaluations and Demonstrations per CO2

Task Item	Task Description
Activities Performed by Gartner	▪ Finalize evaluation scoring model and framework ▪ Support vendor bidding process (e.g., bidders conference, Q&A period, etc.) ▪ Review vendor proposals to identify key strengths and weaknesses ▪ Facilitate State evaluation team meetings (~~scoring checkpoints and consensus~~ proposal review workshops) ▪ Support vendor demonstrations and oral presentations, including developing vendor demonstration scripts and vendor questions for oral presentations ▪ Develop Vendor Pricing Analysis Report
Deliverable(s)	▪ Final Evaluation Scoring Model

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	▪ Vendor Pricing Analysis Report
Time Frame	▪ ~~16 - 24~~ 30 weeks
Assumptions	▪ Gartner will review up to 5 vendor proposals ▪ ~~Up to 8 x 30 min evaluation team scoring checkpoints~~ Up to 5 x 1 hour proposal review workshops ▪ Gartner will develop up to 10 vendor demonstration scripts ▪ Gartner will attend up to ~~3 x 1 day~~ 5 x 2 day vendor demonstrations over a 2-week timeframe ▪ 2 x 2-hour consensus scoring workshops for selecting the finalist/s

Revised Fees Summary

Table 2. Revised Fees for Phase III – Step 9 per CO2

Deliverable Step	Deliverable Outputs	Billing Date	Original Price	CO 2 Revised Fees	Total Revised Price
Step 9: Proposal Evaluations and Demonstrations	▪ Final Evaluation Scoring Model ▪ Vendor Pricing Analysis Report	~~07/28/2022~~ 9/02/2022	$110,000	$90,000	$200,000

Table 3. Total Revised Fees per CO2

Phase	Deliverable Steps	Price
Phase I: Plan	1. Needs Assessment & Strategy Review 2. Solution Requirements Validation 3. Solution Alternatives Analysis 4. UI Modernization Roadmap	1. $285,000
Phase II: Prepare	5. Project Readiness Assessment 6. Project Action Plan & Mini Charters 7. Project Communications and Governance	2. $120,000
Phase III: Buy	8. Request for Proposal 9. Proposal Evaluation and Demonstrations	~~3. $190,000~~ $280,000
	Total	~~**$595,000**~~ **$685,000**

Revised Expenses Summary

No additional fees, travel or otherwise, will be incurred as a result of this Change Order.

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Any questions regarding this Proposal should be addressed to:

Denvir, Paul
Senior Managing Partner
Gartner, Inc.
56 Top Gallant Road
Stamford, CT 06902
Telephone: +1 908 329-7925
Email: Paul.Denvir@gartner.com

This Proposal was prepared for Michigan Department of Technology, Management and Budget

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STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
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 **10**
to
Contract Number **180000000065**

CONTRACTOR	
	GARTNER GROUP INC
	12600 Gateway Blvd.
	Ft. Meyers, FL 33913
	Kristen Bixler
	317-658-7412
	kristen.bixler@gartner.com
	CV0000883

STATE			
Program Manager	Mary McGinnis	DTMB
	881-7125	
	McGinnisM2@Michigan.gov	
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☒	1 Year	☐		September 30, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$2,961,967.94	$285,254.00	$3,247,221.94

DESCRIPTION

Effective 9/7/2022, the second and final option year available on this Contract is hereby exercised. The revised Contract expiration date is 9/30/2022. Additionally, the following amendment is added and this Contract is increased by $285,254.00 to provide licenses for the CTO’s Office.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and Ad Board approval on 9/25/2017.

Gartner, Inc. Service Agreement for STATE OF MI-DTMB ("Client")
of Mason Building, 2nd Floor, 530 W. Allegan Street, Lansing, MI 48909

This Service Agreement ("SA") is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 ("Gartner") on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client, and includes the Master Client Agreement (IT-RAS #071B7700214) between Gartner and Client or Client's parent or affiliate dated SEP-2017 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.

1. 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.

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Gartner for Technical Professionals	**Advisor Small and Midsize Business Enterprise Access**	**1**	**David Archer, Mary McGinnis, Alex Park, Andrew Jarvis, Anthony Rodgers, Ben Lewis, Beth Jurkovic, Bill Church, Blane Perry, Bob Olech, PMP, Brian Pillar, Bryan Holland, Charity Pearsall, Charles Reck, Christopher Fizzell, Christopher Marroquin, Cindy Peruchietti, Cody Munro, Colin Manning, Craig Weaver**	**01-OCT-2021**	**30-SEP-2022**	**$62,829.00**	**$62,829.00**
Gartner for Enterprise IT Leadership Team	**Cross Function Member - Infrastructure & Operations**	**8**	**David Roach, Dillon Trombly, Mary McGinnis, Paul Groll, Smruti Shah, Tiziana Galeazzi, TBD, TBD**	**01-OCT-2021**	**30-SEP-2022**	**$156,768.00**	**$156,768.00**
Gartner for Enterprise IT Leadership Team	**Leader - Infrastructure & Operations**	**1**	**Jack Harris**	**01-OCT-2021**	**30-SEP-2022**	**$65,657.00**	**$65,657.00**
				Term Total	**(Excluding applicable taxes)**		**$285,254.00**

				Total Services:	(Excluding applicable taxes)		$285,254.00

1-26O0QAD6 2109 FA000106

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	Service Description URL
Gartner for Enterprise IT Leadership Team Leader	http://sd.gartner.com/sd_eitl_team_leader.pdf
Gartner for Enterprise IT Leadership Team Cross Function Member	http://sd.gartner.com/sd_eitl_team_cf_member.pdf
Gartner for Technical Professionals Advisor Small and Midsize Business Enterprise Access	http://sd.gartner.com/sd_techpro_advisor_smb.pdf

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SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM: TEAM LEADER

Gartner for Enterprise IT Leadership Team: Team Leader (the "Service") is for senior IT leaders in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by the leader (the "Team Leader") and by his/her direct reports or cross-functional team (the "Team Members"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

1. The Deliverables for the Team Leader are set forth below:

- Assigned Service Delivery Team
- Member Value Plan
- Annual Onsite Meeting
- Facilitated Peer Networking & Community Events
- Individual Inquiry
- Team Inquiry
- IT Key Metrics Data
- Talking Technology Series
- Key Insight Document Share
- Core IT Research
- Role-specific IT Research
- Peer & Practitioner Research
- Selected Vendor Reports
- Tools and Templates
- Weekly Picks and News Analysis
- Webinars
- IT Summit Conference Ticket

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Service Delivery Team**
The Leadership Partner and client service manager will serve as the Team Leader's primary points of contact for this Service. They will maintain the relationship through the delivery of the Service and implementation of a Member Value Plan. The service professional will facilitate Inquiry and respond to specific requests for Gartner Research and insight.
Member Value Plan – Customized service plan created in collaboration with the Team Leader at the beginning of the Service and reviewed periodically through the membership lifecycle. Elements include setting Team Leader expectations, value criteria, up to three (3) key initiatives and action plan.

(b) **One (1) Annual Onsite Meeting** – Team Leader will meet with the Leadership Partner for coaching and advice, strategic planning and execution of up to three (3) key initiatives. Guidance will be based on the collective expertise of Gartner Research and the Member Peer Community.

(c) **Facilitated Networking, Peer Community Events, and Content**
Facilitated Networking – Team Leader may request meetings or conference calls with peers around a specific topic to exchange information about best practices or areas of expertise.
Peer Community Events and Content
Peer Community Events – Held two (2) times per year for one and 1.5 (one and one-half days), events focus on Team Leader-selected topics and provide: (i) a venue for networking and peer exchange, (ii) presentations on working solutions, and (iii) facilitated workshops with Gartner research advisors. Gartner may, as necessary, change research advisors or supplement the research advisor with a Gartner subject matter expert.
Peer Community Research and Peer Content – Team Leader may access case studies and findings, contributed presentations, tools, and templates.

(d) **IT Key Metrics Data –** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across IT domains.

(e) **Talking Technology Series –** Research advisor commentaries on IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

***

ADDITIONAL USAGE INFORMATION

The Team Leader may use Key Insights Document Share on gartner.com to share with others in the client organization Key Insights summaries of up to 25 (twenty-five) Gartner Research documents per contract year. This sharing may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

Participation in inquiry calls is limited to the Licensed User(s) and the research advisor only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on the call). Team Members are entitled to two types of inquiry: (i) inquiry sessions with a research advisor ("Individual Inquiry"), which may be scheduled and attended independent of other team members; and (ii) inquiry sessions with a research advisor and the Leadership Team ("Team Inquiry"). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader's agenda.

The Gartner IT Summit Conference Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner IT Summit Conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner conferences during the contract term of that Research offering. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) client employee and may not be used for admission to any Gartner conference other than IT Summit.

Depending on travel advisories and/or government orders, at Gartner's sole discretion, some meetings and events may be held virtually.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise clients favorable coverage or leads from its research advisors and analysts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombudsman@gartner.com.

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Gartner

SERVICE DESCRIPTION
Attachment to the Service Agreement

GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM: CROSS FUNCTION TEAM MEMBER

Gartner for Enterprise IT Leadership Team: Cross Function Team Member (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner research advisors related to all roles.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by a direct report or cross-functional team member (the "Cross Function Team Member") of the leader (the "Team Leader"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Member are "Licensed Users".

The Deliverables for the Cross Function Team Member are set forth below.

- Core IT Research
- Role-Specific IT Research
- Peer & Practitioner Research
- IT Key Metrics Data
- Tools and Templates
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Talking Technology Series
- Webinars
- Peer Networking
- Team Inquiry

***

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to the Licensed User(s) and the research advisor only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader's agenda.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise clients favorable coverage or leads from its research advisors and analysts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombudsman@gartner.com.

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SERVICE DESCRIPTION
Attachment to the Service Agreement

GARTNER FOR TECHNICAL PROFESSIONALS ADVISOR SMALL AND MIDSIZE BUSINESS

Gartner for Technical Professionals Advisor Small and Midsize Business (the "Service") provides clients ("Client") who maintain a threshold minimum investment in select Gartner products with access to Gartner for Technical Professionals research and research advisors related to the Service.

DELIVERABLES

Each user designated by Client ("Licensed User") is entitled to the following Gartner Deliverables:

- Published Research
- Gartner Peer Insights
- Gartner Peer Connect
- Webinars
- Individual Inquiry
- Gartner Cloud Decisions

In addition, the Service provides one (1) Gartner IT Summit Conference Ticket.

***

ADDITIONAL USAGE INFORMATION

Licensed Users that access this Service must be IT staff members who are currently employed by Client.

The annual fee for this Service is based upon Client's reported annual revenues for commercial clients or total employees in the agency for government clients at the time of contract execution or contract renewal, as applicable.

Individual Inquiry sessions may take up to 60 (sixty) minutes of a research advisor's time and may also be used to request basic reviews of technical-related documents of 20 (twenty) pages or less including attachments that take up to 60 minutes of a research advisor's time. Examples include technical architectural proposals and technical plans. As Individual Inquiry is an expanded version of Inquiry, additional guidance is available in the "Inquiry" section of the Gartner Usage Policy, as further referenced below.

The Gartner IT Summit Conference Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner IT Summit Conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner conferences during the contract term of that Research offering. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) client employee and may not be used for admission to any Gartner conference other than IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise clients favorable coverage or leads from its research advisors and analysts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombudsman@gartner.com.

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STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
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 **9**
to
Contract Number **180000000065**

CONTRACTOR	
	GARTNER GROUP INC
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	Kristen Bixler
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	Program Manager	Mary McGinnis	DTMB
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	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$2,366,967.94	$595,000.00	$2,961,967.94

DESCRIPTION

Effective 7/16/2021, the Contract is hereby increased by $595,000.00 and the following amendment is incorporated to provide LEO with guidance and support during the RFI and RFP process for the MiDAS UIA system.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and Ad Board approval on 9/25/2017.

1.0 Statement of Work

Purpose:

LEO and DTMB is seeking assistance by an outside 3rd party vendor who will provide guidance and support during the RFI and RFP process for the MiDAS UIA system. The State is seeking a vendor who is qualified, who regularly reviews and rates vendors' IT solutions and platforms, in support of other States (and Unemployment Agencies). The vendor will provide independent view and advice, agnostic research, and advisory services, to assist the State of Michigan with the RFI/RFP process along with LPI activities and recommendations during business requirements. The vendor will facilitate LPI activities and drafting of the business requirements, based on identified needs and objectives; assist with defining a clear evaluation criteria and options analysis to identify viable vendor solutions, understand the benefits and any risks; help the State think through items such as new required terms and conditions, service level agreements, customer experience and accessibility requirements, and tighter integration with the workforce system.

Deliverables include the following:

1: Needs Assessment & Strategy Review
- Strategic Guiding Principles
- Strategic Business and Technical Change Drivers
- Business Capability Model (BCM) with validated scope

2: Solution Requirements Validation
- Business Capability Workshop Output Summary Report
- Analysis and Final Business Capability Model
- Draft functional and technical requirements documents

3: Solution Alternatives Analysis
- Target State Options Analysis & Solution Architecture
- Vendor shortlists

4: UI Modernization Roadmap
- UI Modernization Roadmap with Project Charters

5: Project Readiness Assessment Report

6: Project Action Plan & Mini Charters
- Readiness Action Plan, Timeline and Execution Roadmap

7: Project Communications and Governance
- Stakeholder Engagement Strategy
- Communications Plan
- Project Governance Model

8: Request for Proposal
- Draft Evaluation Scoring Model
- Published RFP and supporting documents

9: Proposal Evaluations and Demonstrations
- Final Evaluation Scoring Model
- Vendor Pricing Analysis Report

Due dates for deliverables:

- 1-4 deliverables due by end of January 2022
- 5-7 deliverables due by mid-April 2022
- 8 deliverable due by end of June 2022

- 9 deliverable due by end of December 2022

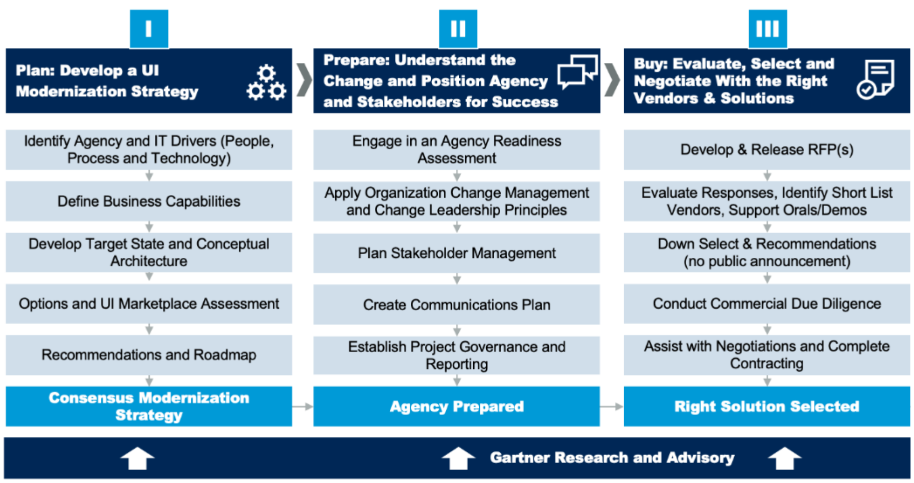
1.1 Approach Overview

Gartner's UI Modernization and Transformation Life Cycle is based on tested methodologies for enterprise application initiatives. As outlined in Figure 5 below, the life cycle is comprised of four key phases that provide a structured framework for UI agencies considering modernization. Our comprehensive approach includes activities that will assist Michigan with its RFI/RFP process along with LPI activities and recommendations during business requirements.

Phase I – III of Gartner's UI Modernization and Transformation Life Cycle addresses each of the following key activities:

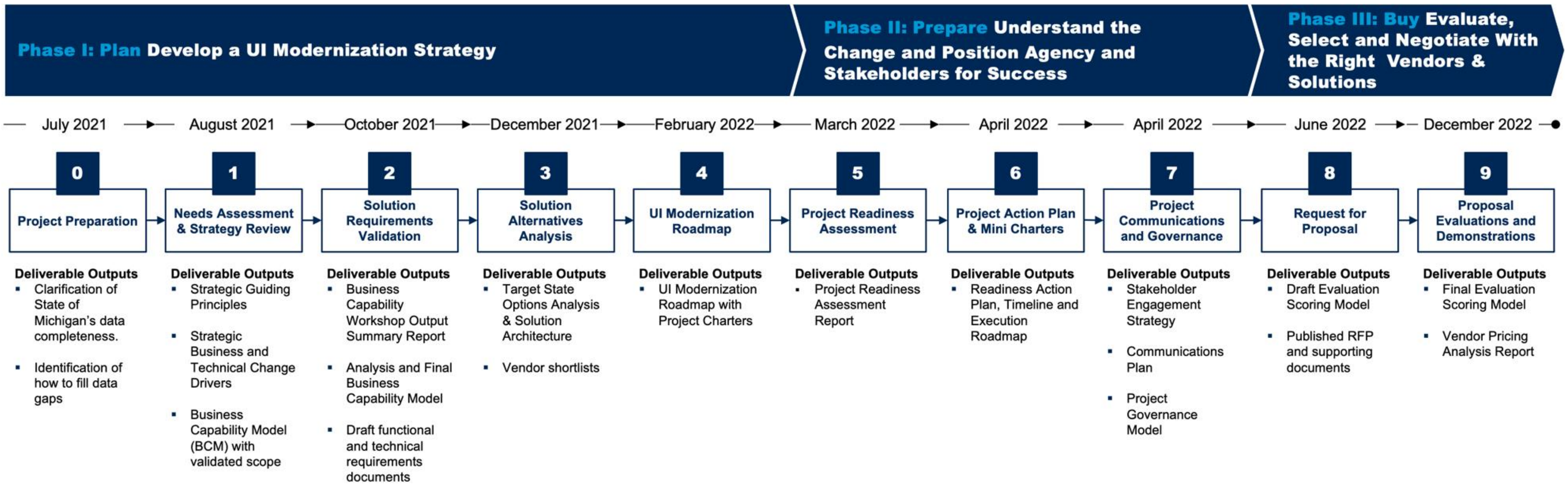
- Gartner's facilitation of LPI activities and drafting of the business requirements, based on identified needs and objectives.
- Gartner assistance with defining a clear evaluation criteria and options analysis to identify viable vendor solutions, understand the benefits and any risks.
- Gartner's approach and frameworks to help the State think through items such as new required terms and conditions, service level agreements, customer experience and accessibility requirements, and tighter integration with the workforce system.

Figure 1. Gartner UI Modernization and Transformation Life Cycle Approach Overview



When IT projects fail, it tends to be due to lack of Planning and Preparation

Figure 2. Gartner Approach Overview

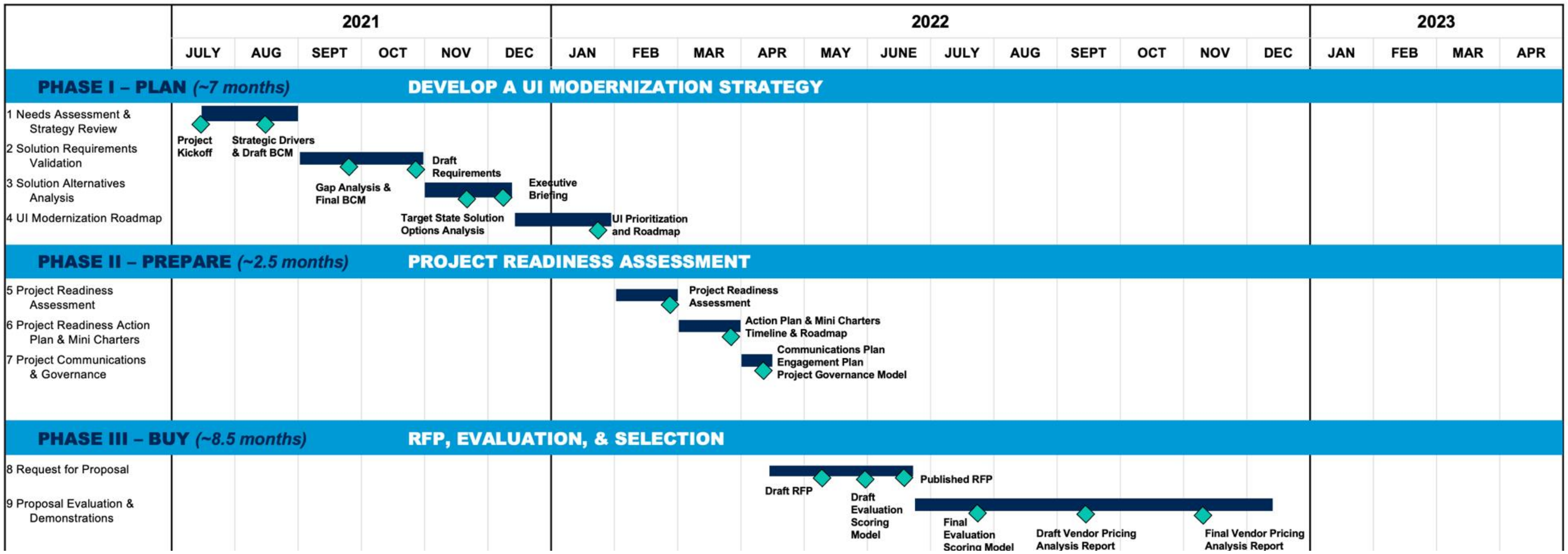


1.2 Project Plan Overview

Gartner anticipates completion of this engagement within 70 weeks, as detailed in Figure 3.

The detailed project schedule for the activities described in the sections below is included in Section 4.0 Draft Project Schedule of this Proposal.

Figure 3. High-Level Engagement Roadmap



1.3 Detailed Approach

This section outlines how Gartner will meet and deliver each outcome listed in Section 1. Each phase will be composed of multiple steps that are executed to produce the desired outputs. Refer to Section 3.0 Sample Deliverables for a sample of deliverables for each phase.

1.3.1 Phase I - Buy (Deliverables 1-4)

Phase I – Buy is comprised of the following four major deliverable steps and associated deliverable outputs:

1: Needs Assessment & Strategy Review
- Strategic Guiding Principles
- Strategic Business and Technical Change Drivers
- Business Capability Model (BCM) with validated scope

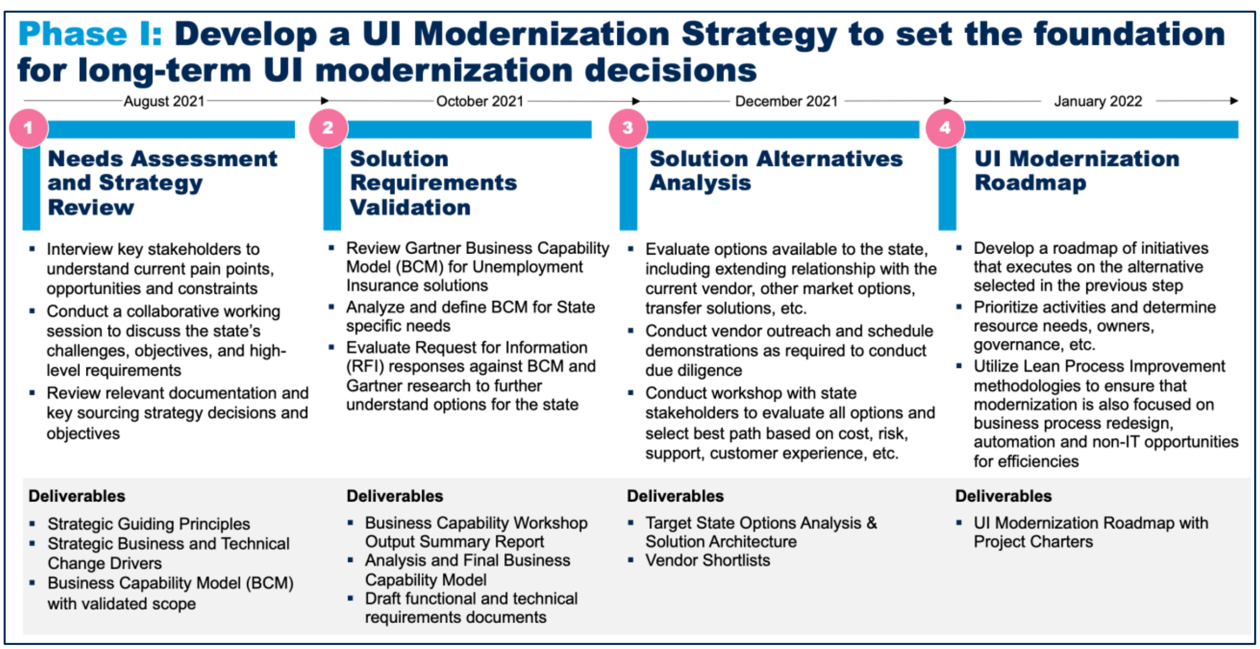
2: Solution Requirements Validation
- Business Capability Workshop Output Summary Report
- Analysis and Final Business Capability Model
- Draft functional and technical requirements documents

3: Solution Alternatives Analysis
- Target State Options Analysis & Solution Architecture
- Vendor shortlists

4: UI Modernization Roadmap
- UI Modernization Roadmap with Project Charters

Deliverables 1-4 meet the State's requirement to be completed by end of January 2022 as outlined in Figure 4 below which describes the core concepts of Phase I.

Figure 4. Phase I – Buy Task Description Overview



Before starting the detailed tasks related to Deliverables 1-4, Gartner will formally initiate the engagement with LEO and DTMB stakeholders during Step 0: Project Preparation. This crucial step establishes the proper and ongoing control over its execution to ensure the engagement is delivered on time, within budget, and that it meets the State's objectives.

During this stage the Gartner Project Manager will work closely with the State's Project Manager to establish a project schedule, a communication plan, and finalize the details of project management activities such as weekly status reporting and risk/issue reporting.

Table 1. Task Descriptions – Phase I: Plan, Step 0: Project Preparation

Phase I. Plan	
Step 0. Project Preparation **Enables the project team to hit the ground running**	
Objective	▪ Ensure a mutual awareness of the State of Michigan's current state, the availability of data required and—where necessary—ensure agreed contingency plans are in place.
Activities Performed by Gartner	▪ Conduct preplanning meetings to ensure understanding of objectives, scope, schedule, roles, and responsibilities. ▪ Discuss and review data collection needs and objectives. ▪ Preview all relevant client information. ▪ Identify and resolve gaps in data availability.
State's Responsibilities	▪ Take part in Q&A sessions with the Gartner Project Team. ▪ Provide data and identify mechanisms of how to fill data gaps. ▪ Identify project governance participants and schedule governance meeting cadence
Deliverable(s)	▪ Clarification of State of Michigan's data completeness. ▪ Identification of how to fill data gaps
Time Frame	▪ 1 week
State of Michigan Participants	▪ Project Lead

Project Management and Control

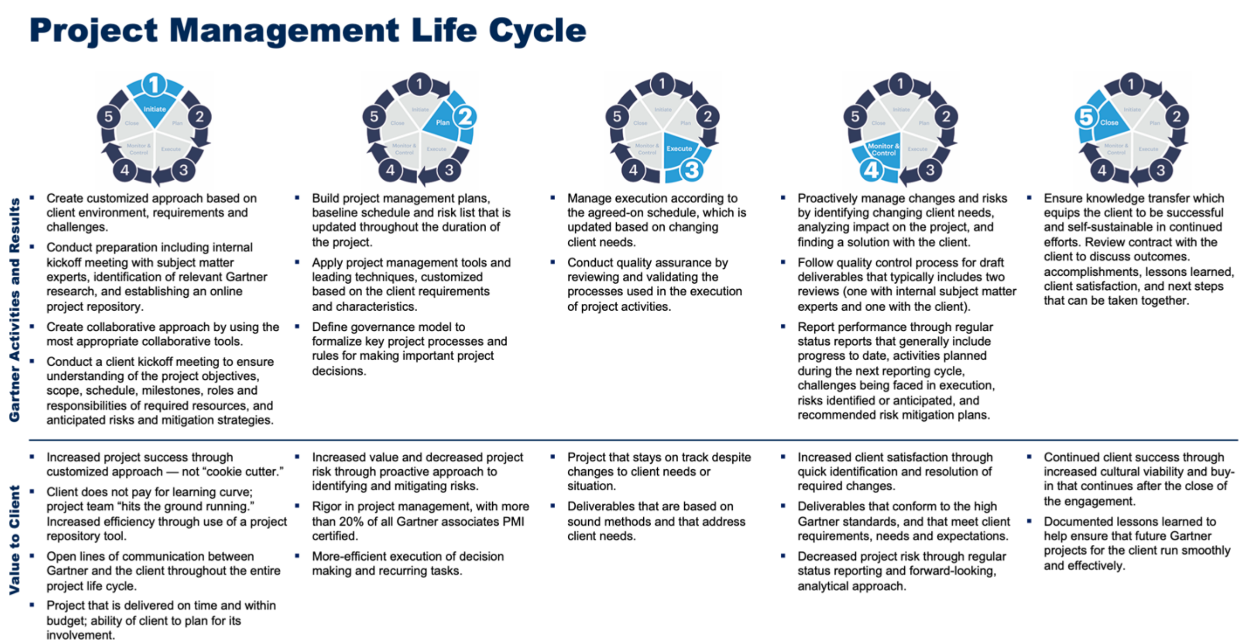
Several crucial activities are accomplished via Gartner's project management process:

In addition to the important Project Setup activities mentioned in the previous section, Gartner's project manager will:

- Be responsible for accomplishing assigned activities within the project schedule, project costs, and project scope
- Manage the Gartner Project Team
- Identify and manage potential project risks, opportunities, and issues that may impact the project
- Communicate project status with the State project manager
- Ensure that appropriate Gartner resources are available to participate in project meetings and the preparation of project deliverables

Gartner will also fully comply with all Project Management requirements and Reports and Meetings identified in this SOW. Gartner will be in constant communication with stakeholders to ensure full awareness of activities, the associated timeline and actions required to ensure efficient control of project change.

Figure 5. Project Management Life Cycle



Once a firm foundation and objectives for the project have been established in Step 0: Project Preparation, the team will progress into Steps 1-4 to develop the MiDAS UI modernization strategy to set the foundation for long-term UI modernization decisions.

Table 2. Task Descriptions – Phase I: Plan, Deliverable Steps 1 - 4

Phase I. Plan	
Step 1. Needs Assessment and Strategy **Develop business capabilities model to define future state**	
Objective	▪ Provide a solid basis for decision-making and prioritization throughout the engagement by promoting alignment of scope ▪ Create an initial framework (Business Capability Model, or BCM) to enable consistent and clear communications across business and IT stakeholders at all levels, including use of Lean Process Improvement methodologies to the project
Activities Performed by Gartner	▪ Review all relevant client information ▪ Conduct kickoff session with executive stakeholders and Core Team ▪ Establish project governance and identify key involved stakeholders ▪ Conduct one-on-one interviews with executive stakeholders to understand and document business and IT strategic change drivers and priorities ▪ Discuss anticipated risks and mitigation plans, based on lessons learned from experience. Gartner will gather any relevant background material from Michigan ▪ Conduct a workshop with the Core Team to define strategic guiding principles (IT support, architecture, sourcing & governance, business process improvements) that will provide guidance on UI options and decisions ▪ Draft Business Capability Model (BCM) of in-scope functional areas and conduct a validation workshop with identified stakeholders to confirm and update
State's Responsibilities	▪ Ensure attendance at kickoff meeting by Project Sponsor, Project Manager, and other key stakeholders, as determined prior to kickoff. ▪ Drive scheduling with MI resources for interviews and workshops ▪ Active participation in kickoff meeting, interviews, and workshops ▪ Collaborative participation in BCM development ▪ Ensure attendance at kickoff meeting by Project Sponsor, Project Manager, and other key stakeholders, as determined prior to kickoff.
Deliverable(s)	▪ Strategic Guiding Principles ▪ Strategic Business and Technical Change Drivers ▪ Business Capability Model (BCM) with validated scope
Time Frame	▪ 5-8 weeks
Assumptions	▪ Up to 20 x 30 min – 1 hour stakeholder interviews

Phase I. Plan	
State Participants	▪ Project Lead ▪ Key Stakeholders ▪ IT and Business Leads
Step 2: Solution Requirements Validation **Elicit and validate future state requirements**	
Objective	▪ For in-scope business capabilities, assess the future rate of change, identify differentiating capabilities, gaps, potential benefit opportunities, and potential IT operating model impact ▪ Define the future state user experience via the enhancement of technology capabilities and prioritize desired/future business benefits, including business process redesign and changes using Lean Process Improvement methodologies ▪ Define high-level functional and non-functional requirements needed to realize anticipated business benefits – with a focus on Michigan differentiated requirements
Activities Performed by Gartner	▪ In advance, provide interview/work session materials to allow for participation preparation ▪ Via small group interviews/work sessions, assess business capability & people/process/technology maturity & gaps ▪ Identify and articulate potential business & IT benefit opportunities ▪ Identify possible impacts to IT Operating Model in transforming capabilities and supporting applications ▪ Working with the State of Michigan's Core Team, solicit input on segmenting business capabilities model based on rate of change and expected value contribution. In a focused workshop, review and discuss results and Pace Layer the BCM into capabilities of record, differentiation, and innovation ▪ Develop high-level functional and non-functional requirements; review requirements in capability-differentiated workshops, clarify or augment as needed, and validate for inclusion in a Vendor Response Workbook ▪ Develop a summary output that reflects key findings and directional conclusions. Provide to MI leadership as a checkpoint review
State's Responsibilities	▪ Prepare for interviews/work sessions in advance per Gartner guidance and materials ▪ Active business and IT participation in business capability discussions. Core Team leads responsible for determining level of SME participation ▪ Drive scheduling with State of Michigan's resources for interviews and workshops
Deliverable(s)	▪ Analysis and Final Business Capability Model ▪ Draft high-level functional requirements documents ▪ Draft high-level technical requirements documents

Phase I. Plan	
Time Frame	▪ 8 week(s)
Assumptions	▪ Up to 10 x 2–3-hour stakeholder interviews ▪ Up to 3 1-hour BCM Validation Workshops
State of Michigan Participants	▪ Project Team ▪ Business and IT representatives for in-scope capabilities
Step 3. Solution Alternatives Analysis **Analyze options available to achieve future state vision**	
Objective	▪ Identify a set of (2-4) target state solution options and assess options based on business, technical, financial, and implementation/risk considerations ▪ Once an option is selected, provide Gartner-research based view into a market basket of vendor alternatives that support the target state solution architecture
Activities Performed by Gartner	▪ Provide best practices and market research as pre-read materials to prep for options workshops. Include option to upgrade current FAST Enterprise platform. ▪ Identify solution/platform architecture options (e.g., application categories, suite vs. “fit-for-purpose,” instance/tier, deployment model, integration/data hubs, hybrid cloud). Conduct workshop with Core Team to agree to feasible options ▪ Via a second workshop, assess & select target application architecture based on business, technical, financial, and implementation/risk implications as well as guiding principal alignment ▪ Establish vendor shortlists for each needed target state solution component ▪ Assess implementation options and identify optimal implementation approach based on cost/risk/value ▪ Identify additional IT operating model impacts and provide recommendations ▪ Create, review, and refine an Executive Summary version of the recommended target state and supporting rationale. Review/discuss with State of Michigan’s leadership as a checkpoint review
State’s Responsibilities	▪ Review of any workshop prep materials provided ▪ Active and consistent participation in workshops
Deliverable(s)	▪ Target State Options Analysis & Solution Architecture ▪ UI Strategy Executive Briefing
Time Frame	▪ 6-7 week(s)
State of Michigan Participants	▪ Project team ▪ IT staff ▪ Executive team

Phase I. Plan	
Step 4. UI Modernization Roadmap **Defined set of activities to achieve target state vision**	
Objective	▪ Provide a time-based high-level plan of action to transform to the desired target state architecture to deliver identified benefits ▪ May include readiness initiatives (i.e., organizational change, data governance, capability/capacity hiring, process reengineering, etc.), sourcing initiatives (i.e., software, implementation services), implementation initiatives and business process redesign from the use of Lean Process Improvement methodology
Activities Performed by Gartner	▪ Conduct Roadmap Working Session with Core Team to develop and refine a top-level set of initiatives to transition to the target architecture identified in the Options Analysis. These initiatives will include foundational readiness activities that are required for transition success and solution and service selection activities ▪ Sequence initiatives to prepare for, implement and transition to the target state over time ▪ Develop a mini charter detailing the durations, activities, level of effort, required resources to execute on each initiative ▪ Review Transformation Roadmap with Core Team
State's Responsibilities	▪ Iterative participation in development of roadmap initiatives, dependencies, benefit quantification, and run rate support cost estimates/assumptions ▪ State of Michigan responsible for benefit quantification
Deliverable(s)	▪ UI Modernization Roadmap with Project charters
Time Frame	▪ 6 week(s)
State of Michigan Participants	▪ Project Team

1.3.2 Phase II - Prepare (Deliverables 5-7)

After developing a MiDAS modernization strategy in Phase I: Plan, the team will progress into Phase II – Prepare to better understand the amount of change impacting LEO and DTMB and position stakeholders for success. Phase II – Prepare is comprised of the following three major deliverable steps and associated deliverable outputs:

5: Project Readiness Assessment Report
6: Project Action Plan & Mini Charters
- Readiness Action Plan, Timeline and Execution Roadmap

7: Project Communications and Governance
- Project Communications Plan
- Project Governance Model

Deliverables 5-7 meet the State's requirement to be completed by end of mid-April 2022 as outlined in Figure 6 below which describes the core concepts of Phase II.

Figure 6. Phase II – Prepare Task Description Overview

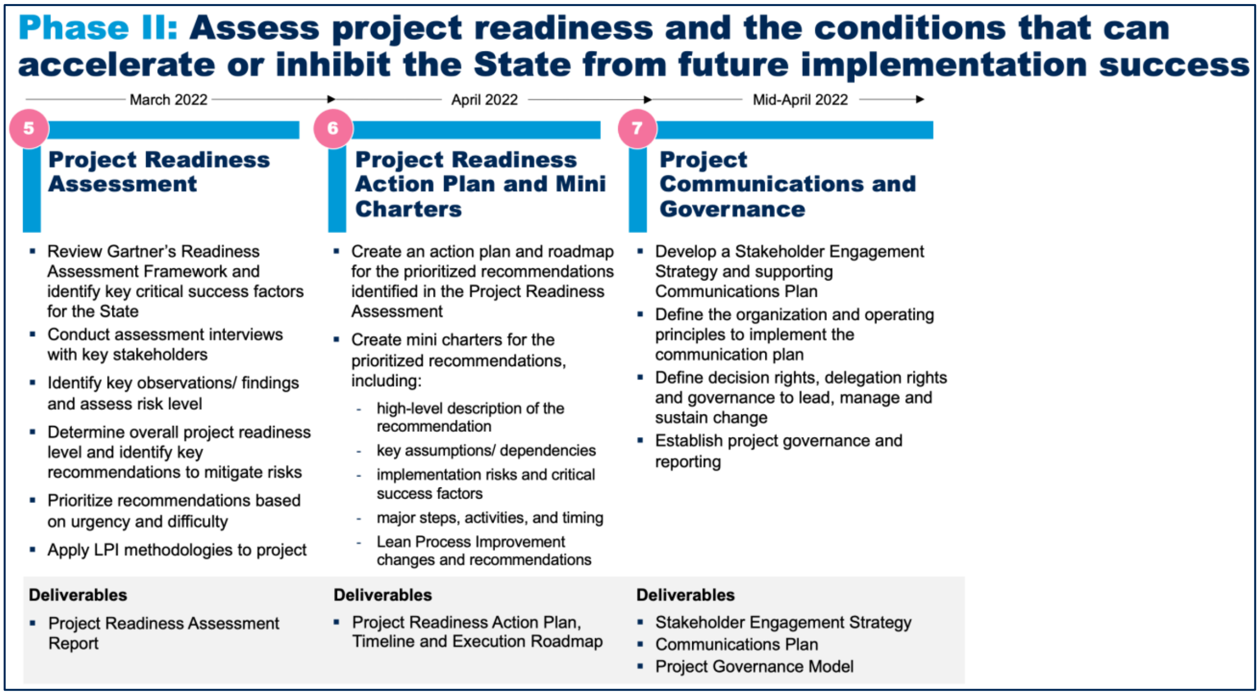


Table 3. Task Descriptions – Phase II: Prepare, Deliverable Steps 5 - 7

Phase II. Prepare	
Step 5. Project Readiness Assessment **Outcome-driven assessment & prioritized recommendations**	
Objective	▪ Assess the State's readiness to implement a new UI solution against known critical success factors ▪ Provide prioritized recommendations that help mitigate the medium and high risks to prevent delays and costly change orders with the vendor down the road ▪ Review Lean Process Improvement application to critical business processes
Activities Performed by Gartner	▪ Leverage output from Phase I to augment initial readiness findings and focus on the factors most critical to implementation readiness ▪ Customize the Gartner Project Readiness Assessment Framework and identify key critical success factors for the State ▪ Conduct assessment interviews with key stakeholders and leverage surveys for supplemental information as necessary ▪ Identify key observations/ findings and assess risk level ▪ Determine overall readiness level and identify key recommendations to mitigate medium and high risks ▪ Prioritize recommended actions based on urgency and difficulty

State's Responsibilities	▪ Confirm and schedule interviews/workshops ▪ Provide access to project resources and artifacts ▪ Provide insights into the State's ability to accomplish corrective actions recommended by Gartner
Deliverable(s)	▪ Project Readiness Assessment Report
Time Frame	▪ 4 week(s)
Assumptions	▪ Up to 10 x 30-min stakeholder interviews
State of Michigan Participants	▪ Project team ▪ IT staff ▪ Executive team

Step 6. Readiness Action Plan and Mini Charters

Roadmap and Timeline for Execution

Objective	▪ Outline a series of initiatives the State should undertake to reduce its implementation risk based on the medium and high key areas identified in the Readiness Assessment.
Activities Performed by Gartner	▪ Create mini charters for medium and high-risk areas that provide a high-level description overview, key assumptions/ dependencies and timing, implementation risks and critical success factors, major steps and activities, and related Gartner Research ▪ Identify ownership responsibilities for readiness action plan delivery tasks ▪ Define timeline and roadmap for execution
State's Responsibilities	▪ Confirm and schedule workshops ▪ Provide access to project resources and artifacts ▪ Review and provide feedback on deliverables
Deliverable(s)	▪ Readiness Action Plan ▪ Timeline and Execution Roadmap
Time Frame	▪ 4-5 week(s)
Assumptions	▪ Up to 2 x 1 hour prioritization workshops ▪ Up to 10 project Mini Charters, as agreed upon with the State
State of Michigan Participants	▪ Project team ▪ IT staff ▪ Executive team

Step 7. Project Communications and Governance

Roadmap and Timeline for Execution

Objective	▪ Outline a series of initiatives the State should undertake to reduce its implementation risk based on the medium and high key areas identified in the Readiness Assessment.

Activities Performed by Gartner	▪ Leverage Phase I outputs as a starting point to develop the project Stakeholder Engagement Strategy and supporting Communications Plan ▪ Define the organization and operating principles to implement the communication plan ▪ Define decision rights, delegation rights and governance to lead, manage and sustain change ▪ Establish project governance and reporting
State's Responsibilities	▪ Confirm and schedule workshops ▪ Provide access to project resources and artifacts ▪ Review and provide feedback on deliverables
Deliverable(s)	▪ Stakeholder Engagement Strategy ▪ Communications Plan ▪ Project Governance Model
Time Frame	▪ 2 week(s)
Assumptions	▪ Up to 2 x 1 hour Stakeholder Engagement Strategy and Communications Plan Workshop ▪ Up to 2 x 1 hour Project Governance Workshop
State of Michigan Participants	▪ Project team ▪ IT staff ▪ Executive team

1.3.3 Phase III - Buy (Deliverables 8-9)

After assessing the State's readiness for a the new MiDAS UIA implementation project in Phase II - Prepare, the team will progress into Phase III – Buy to solicit, evaluate, select, and negotiate with the right vendor(s) and solution(s). Phase III – Buy is comprised of the following three major deliverable steps and associated deliverable outputs:

8: Request for Proposal
- Draft Evaluation Scoring Model
- Published RFP and supporting documents

9: Proposal Evaluations and Demonstrations
- Final Evaluation Scoring Model
- Vendor Pricing Analysis Report

Deliverables 8 meets the State's requirement to be completed by end of June 2022 and Deliverable 9 meets the State's requirement to be completed by the end of December 2022 as outlined in Figure 7 below below which describes the core concepts of Phase III.

Figure 7. Phase III – Buy Task Description Overview

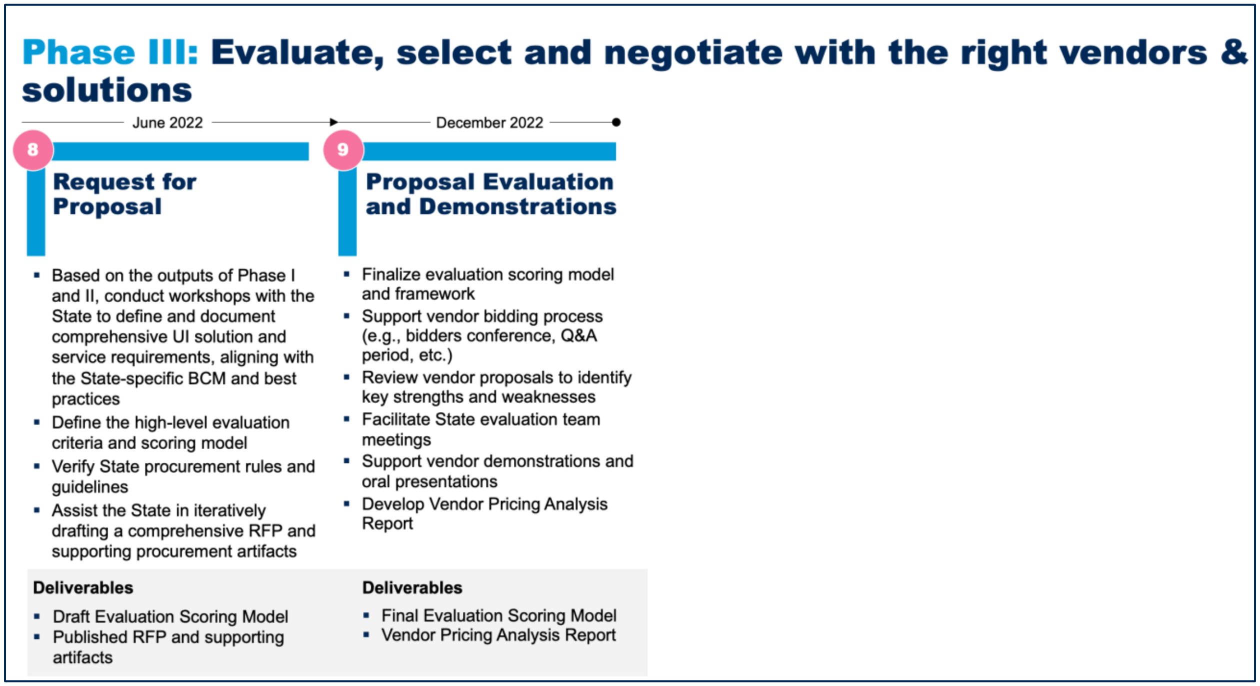


Table 4. Task Descriptions – Phase III: Buy, Deliverable Steps 8 - 9

Phase III. Buy	
Step 8. Request for Proposal **Develop and Publish RFP**	
Objective	▪ Working in coordination with the State, finalize and release the RFP to a wide array of UI vendors.
Activities Performed by Gartner	▪ Review State procurement rules and guidelines ▪ Based on the outputs of Phase I, conduct workshops to assist the State in iteratively drafting a comprehensive RFP(s) and supporting procurement artifact(s), including: ▪ Finalize capability-differentiated functional and non-functional requirements initially drafted in Phase I, Step 2 for inclusion in the RFP ▪ Support the development of remaining RFP documents using Gartner best practices and State procurement guidelines, including: Statement of Work; Service Level Agreement and Requirements; Recommended Terms and Conditions; Vendor Relationship Management; Pricing Schedule ▪ Define the high-level evaluation criteria for inclusion in the RFP, including mandatory (pass/fail) criteria, categories for evaluation, and preliminary weights for evaluation categories ▪ Develop initial draft scoring model and review evaluation approach with State evaluation team
State's Responsibilities	▪ Schedule and participate in all workshops ▪ Work with Gartner to identify State naming conventions and the approach to contract construction ▪ Provide Points of Contact for document responsibility or collaboration with the Gartner team ▪ Primary lead in the development of remaining RFP documents using Gartner best practices and State procurement guidelines, including: Statement of Work; Service Level Agreement and Requirements; Recommended Terms and Conditions; Vendor Relationship Management; Pricing Schedule ▪ Assemble individual RFP documents into the RFP package ready for publication; review/update for consistency as required ▪ Review all draft documents in advance of the workshops with Gartner

	▪ Obtain buy-in on the RFP components from UI stakeholders or other decision makers ▪ Publish the RFP ▪ Identify and confirm evaluation team ▪ Schedule and ensure evaluation team participation in working session. ▪ Work closely with Gartner in the work session to finalize the evaluation criteria and weightings, and evaluation model
Deliverable(s)	▪ Draft Evaluation Scoring Model ▪ Published RFP(s) and supporting artifacts
Time Frame	▪ 10 week(s)
Assumptions	▪ Up to 10 x 30-minute requirements verification workshops ▪ 1 x 1 hour RFP framework workshop ▪ Up to 6 x 1 hour RFP iteration workshops ▪ 2 x 1 hour evaluation criteria and weighting workshops
State of Michigan Participants	▪ Project team ▪ IT staff ▪ Executive team ▪ Procurement team
Step 9. Proposal Evaluations and Demonstrations **Objective down-selection process to finalist**	
Objective	▪ Coordinate and facilitate a fair evaluation process that helps the State select the most qualified next generation UI vendor.
Activities Performed by Gartner	▪ Finalize evaluation scoring model and framework ▪ Support vendor bidding process (e.g., bidders conference, Q&A period, etc.) ▪ Review vendor proposals to identify key strengths and weaknesses ▪ Facilitate State evaluation team meetings (scoring checkpoints and consensus workshops) ▪ Support vendor demonstrations and oral presentations, including developing vendor demonstration scripts and vendor questions for oral presentations ▪ Develop Vendor Pricing Analysis Report
State's Responsibilities	▪ Directly manage all vendor communications/submitted questions

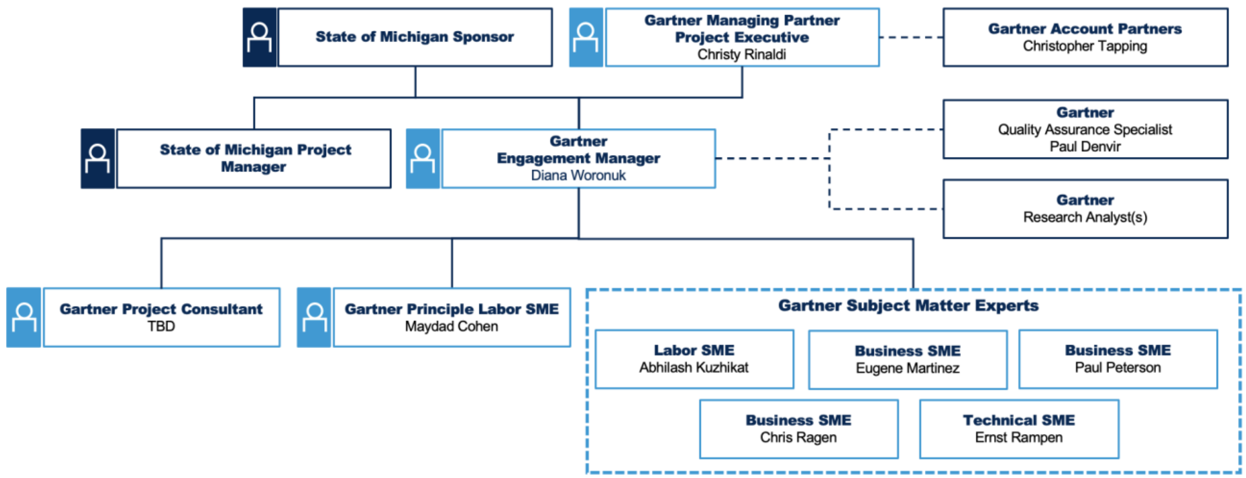
	▪ Collect, organize, and track all vendor questions and responses ▪ Prepare and issue responses to vendor queries related to State expertise ▪ If required, based on the Provider Q&A, approve and issue amendments to the RFP ▪ Compile vendor responses into Vendor Evaluation Workbooks for the Evaluation Committee, as necessary ▪ Evaluate and score responses ▪ Ensure evaluation team attendance and effective participation ▪ Participate in pricing analysis and review ▪ Confirm and approve the consensus evaluation ▪ Make decision for finalist for negotiation ▪ Compile scores and recommendation for the State based on the results of the evaluation process.
Deliverable(s)	▪ Final Evaluation Scoring Model ▪ Vendor Pricing Analysis Report
Time Frame	▪ 16 - 24 week(s)
Assumptions	▪ Gartner will review up to 5 vendor proposals ▪ Up to 8 x 30 min evaluation team scoring checkpoints ▪ Gartner will develop up to 10 vendor demonstration scripts ▪ Gartner will attend up to 3 x 1 day vendor demonstrations ▪ 2 x 2-hour consensus scoring workshops
State of Michigan Participants	▪ Project team ▪ IT staff ▪ Executive team ▪ Procurement team

1.4 Expertise of Project Team

Project Team Overview

Gartner has created an organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise. The key roles and proposed individuals for the Gartner team are shown in the figure below.

Figure 8. Gartner Project Team



<u>Duties/Responsibilities, Qualifications and Amount of Time Assigned to the Project</u>

With this partnership comes a team that is diverse in background, culture, thought leadership and experience. Gartner is bringing to the MiDAS UI Modernization Project a team that is steeped in both strategic and technical depth.

Regarding qualifications, Gartner Consulting is a senior-leveraged Consulting practice. Our associates bring to the table years of experience performing similar work for similar clients, our ability to apply lessons learned to mitigate risk, and experience working directly with senior stakeholders to achieve tangible results for our clients' key initiatives. Consultants possess an average 10-15 years' IT experience, rising to 15-20 above Director level. Details regarding Gartner project team roles and responsibilities of the proposed staff is provided in the tables below.

Table 5. Gartner Key Personnel Overview

Role	Duties/Responsibilities
Engagement Manager Diana Woronuk 	▪ Ensure that Gartner activities support State goals. ▪ Build and maintain a long-standing relationship with State. ▪ Act as the primary point of contact for the Gartner team. ▪ Be responsible for the management and execution of project initiatives, ensuring that project deliverables are completed on time and meet the Gartner quality standards.
Principle Labor Subject Matter Expert (SME) Maydad Cohen 	▪ Provide day-to-day consulting support for project tasks. ▪ Guide the development of project deliverables by the project team, ensuring alignment with procurement best practices, labor, unemployment, industry operational and technical perspectives, application, and integration. ▪ Work closely with State to ensure that Gartner is meeting its needs.

Subject Matter Experts

Abhilash Kuzhikat

Eugene Martinez

Chris Ragan

Paul Petersen

- Provide a context-sensitive perspective to issues specific to State based on Gartner industry-leading research and practical experience.
- Provide support for data collection, data analysis and recommendations for activities.
- Participate in deliverable creation, deliverable review and client presentations as needed.
- Provide in-depth knowledge and insight into subject area, including procurement best practices, labor, unemployment, industry operational and technical perspectives, application, and integration.
- Help facilitate requirements gathering sessions and strategy visioning sessions.
- Provide insight into contractual considerations and opportunities to reduce State implementation risk.

Role	Duties/Responsibilities
Project Consultant(s) TBD	▪ Provide day-to-day consulting support for project tasks. ▪ Provide support for data collection, data analysis and recommendations for activities. ▪ Participate in deliverable creation, deliverable review and client presentations as needed. ▪ Present results to State as needed.
Project Executive Christina Rinaldi 	▪ Ensure that Gartner activities support State goals. ▪ Build and maintain a long-standing relationship with State. ▪ Provide high-level oversight to the project and become more heavily involved should any issue resolution be necessary.
Quality Assurance Paul Denvir 	▪ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement. ▪ Ensure value through use of the Gartner Project Management Life Cycle detailed in this Proposal.

Role	Duties/Responsibilities
Gartner Account Partner Christopher Tapping 	▪ Work closely with the delivery team throughout the engagement. ▪ Account Executives will ensure that the value delivered through this engagement is seamlessly integrated with all existing Gartner programs. ▪ Service Partners will provide guidance so that this engagement advances the overall Mission-Critical Priorities of the State. ▪ The body of Gartner Research and partnership with Analysts will ensure that recommendations and outcomes are aligned with Gartner Research frameworks. ▪ Partnership across this team will ensure that the recommendations from this engagement are actionable through ongoing Gartner services.

2.0 Pricing

2.1 Summary

2.1.1 Fees and Expenses

The table below provides a breakdown of each step and the associated price.

Table 6. Pricing Summary by Phase

Phase	Deliverable Steps	Price
Phase I: Plan	**1. Needs Assessment & Strategy Review** **2. Solution Requirements Validation** **3. Solution Alternatives Analysis** **4. UI Modernization Roadmap**	▪ $285,000
Phase II: Prepare	**5. Project Readiness Assessment** **6. Project Action Plan & Mini Charters** **7. Project Communications and Governance**	▪ $120,000
Phase III: Buy	**8. Request for Proposal** **9. Proposal Evaluation and Demonstrations**	▪ $190,000
	Total	▪ **$595,000**

Each Phase and Deliverable is further broken down in the tables below.

Table 7. Phase I: Plan – Pricing Summary

Deliverable Step	Deliverable Outputs	Price
Step 1: Needs Assessment & Strategy Review	▪ Strategic Guiding Principles ▪ Strategic Business and Technical Change Drivers ▪ Business Capability Model (BCM) with validated scope	$75,000
Step 2: Solution Requirements Validation	▪ Business Capability Workshop Output Summary Report ▪ Analysis and Final Business Capability Model ▪ Draft functional and technical requirements documents	$100,000
Step 3: Solution Alternatives Analysis	▪ Target State Options Analysis & Solution Architecture ▪ Vendor shortlists	$60,000
Step 4: UI Modernization Roadmap	▪ UI Modernization Roadmap with Project Charters	$50,000
	Phase I Total	**$285,000**

Table 8. Phase II: Prepare – Pricing Summary

Deliverable Step	Deliverable Outputs	Price
Step 5: Needs Assessment & Strategy Review	▪ Project Readiness Report	$45,000
Step 6: Solution Requirements Validation	▪ Readiness Action Plan, Timeline and Execution Roadmap	$45,000
Step 7: Solution Alternatives Analysis	▪ Stakeholder Engagement Strategy, ▪ Communications Plan ▪ Project Governance Model	$30,000

Deliverable Step	Deliverable Outputs	Price
	Phase II Total	**$120,000**

Table 9. Phase III: Buy – Pricing Summary

Deliverable Step	Deliverable Outputs	Price
Step 8: Request for Proposal	▪ Draft Evaluation Scoring Model ▪ Published RFP and supporting documents	$80,000
Step 9: Proposal Evaluations and Demonstrations	▪ Final Evaluation Scoring Model ▪ Vendor Pricing Analysis Report	$110,000
	Phase III Total	**$190,000**

2.2 Assumptions

The deliverables, schedule, and pricing in this Price Proposal are based on the assumptions outlined in the sections below regarding State Responsibilities.

2.2.1 State's Participation

State of Michigan will designate a project manager to act as the primary point of contact for this engagement. State of Michigan's project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.

The work effort described in this Proposal assumes State of Michigan's personnel are available to assist in the manner defined in this Proposal. In the event that State of Michigan's personnel are not available, a change of scope may be necessary.

State of Michigan will review and approve documents within three business days or a mutually agreed to timeframe. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by State of Michigan.

State of Michigan will schedule State of Michigan's resources for engagement activities and provide meeting facilities as necessary.

State of Michigan's personnel will be available per the final project schedule.

Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and to ensure a culture of continuous improvement of process and best practice.

2.2.2 Data Collection

The due diligence (as-is) data are reasonably available via interviews and documentation review.

State of Michigan will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.

All data collection and interviews/workshops will take place via conference call.

All information from data collection and interviews/workshops will be condisered the property of the State.

2.2.3 Key Personnel

Resumes/biographies of key personnel provided in this Proposal are included solely for illustrative purposes and do not indicate the commitment of a specific named associate. Upon signing of a contract, we will identify those associates with the appropriate skills and background to deliver fully on the undertakings defined in the Proposal.

In the event that unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform State of Michigan as soon as reasonably possible and substitute appropriate associates with comparable skills.

Principle Labor Subject Matter Expert, Maydad Cohen, will be dedicated to this project through the end of Phase III, unless the State and Gartner mutually agree on a replacement.

Gartner associates identified as Account Partners are not billed for as part of project pricing. Their guidance and support represent a significant value-add to the engagement.

2.2.4 Place of Performance

Due to COVID-19-related travel restrictions, Gartner anticipates that all services will be delivered remotely.

Office space, telephones, printing/copying services and access to the open internet will be made available on a reasonable basis to Gartner at State of Michigan’s locations for onsite time, if travel restrictions are lifted.

2.2.5 Deliverables and Changes to Scope

Any requests for additional information or resource (beyond the details described in the tasks above) that are made by State will be considered a change in scope for this engagement and will be handled accordingly.

All deliverables will be developed using Microsoft Office products (e.g., Word and PowerPoint).

- The scope of this engagement is defined by this Proposal. All State of Michigan's requests for changes to the Proposal must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise State of Michigan of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.
  - As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this Proposal. By way of example and not limitation, changes may include the following:
  - Any activities not specifically set forth in this Proposal.
  - Providing or developing any deliverables not specifically set forth in this Proposal.
  - Any change in the respective responsibilities of Gartner and State of Michigan, 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 State of Michigan.
  - Any additional work caused by a change in the assumptions set forth in this Proposal.

Sample Deliverables

3.0 Sample Deliverables

3.1 Deliverable 1 – Needs Assessment and Strategy Review

Figure 9. Strategic Guiding Principles. Sample workshop output that defines a client's Strategic Guiding Principles for a strategic technology modernization effort

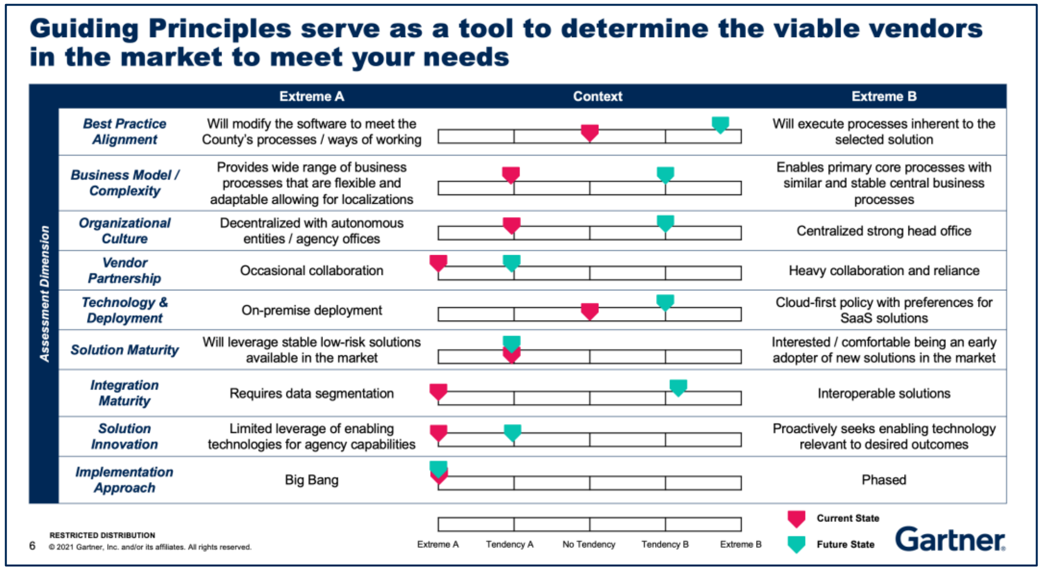


Figure 10. Strategic Business and Technical Change Drivers. Sample workshop output that defines a client's Strategic Business and Technical Change Drivers for a strategic technology modernization effort

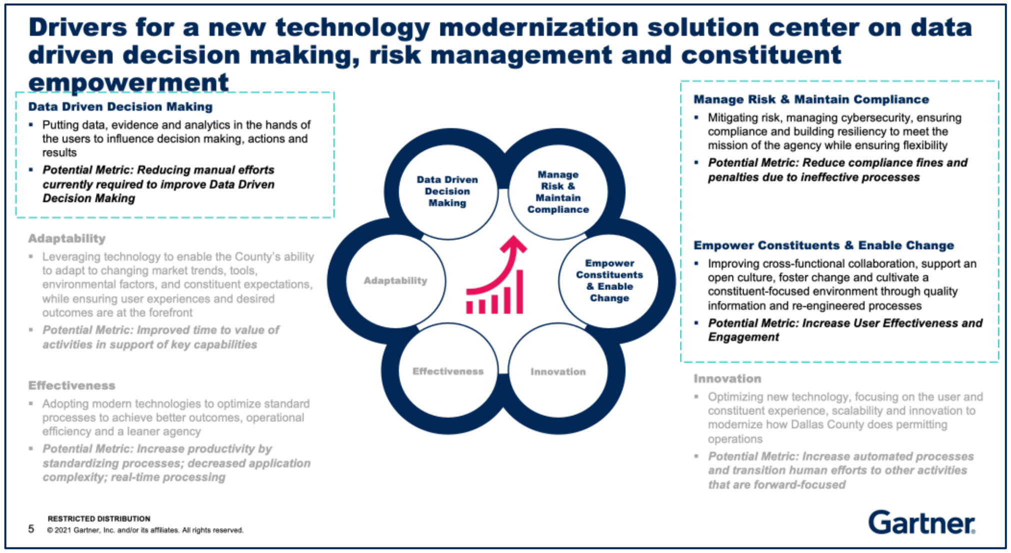
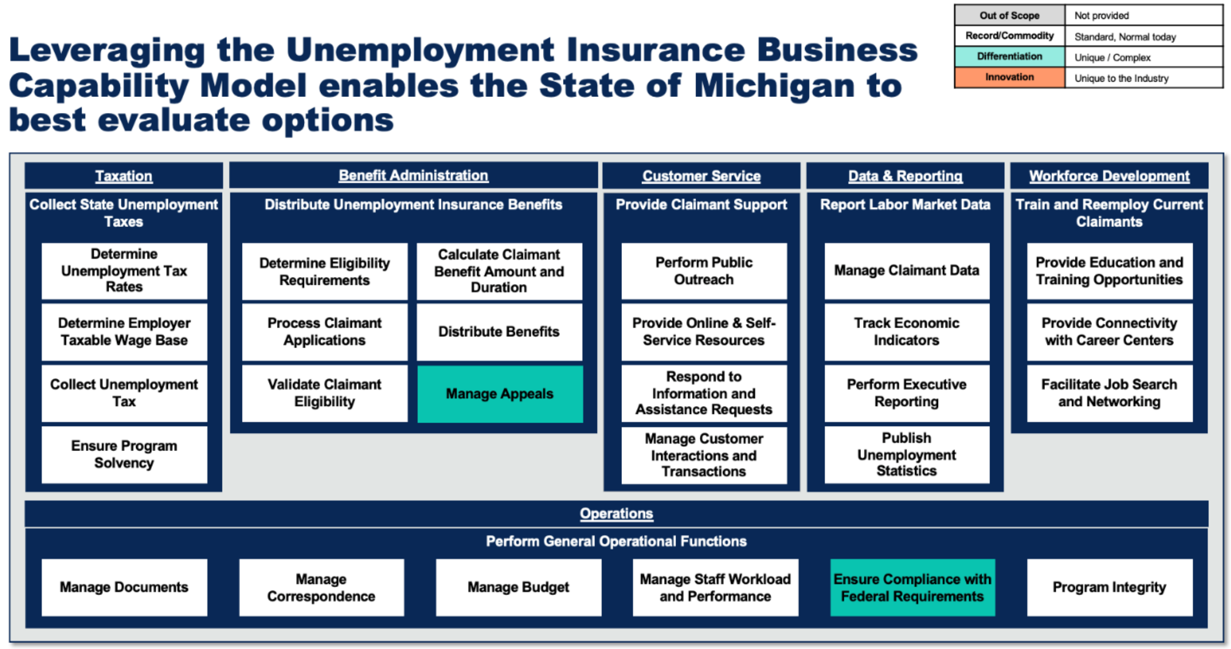
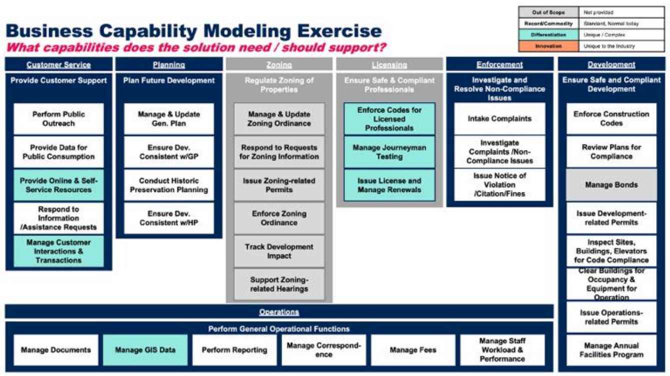


Figure 11. Business Capability Model (BCM) with Validated Scope. Sample BCM with Validated Scope



3.2 Deliverable 2 – Solution Requirements Validation

Figure 12. Business Capability Workshop Output Summary Report; Draft High-Level Functional and Technical Requirements; Analysis and Final Business Capability Model Sample of associated high-level requirements to final BCM.

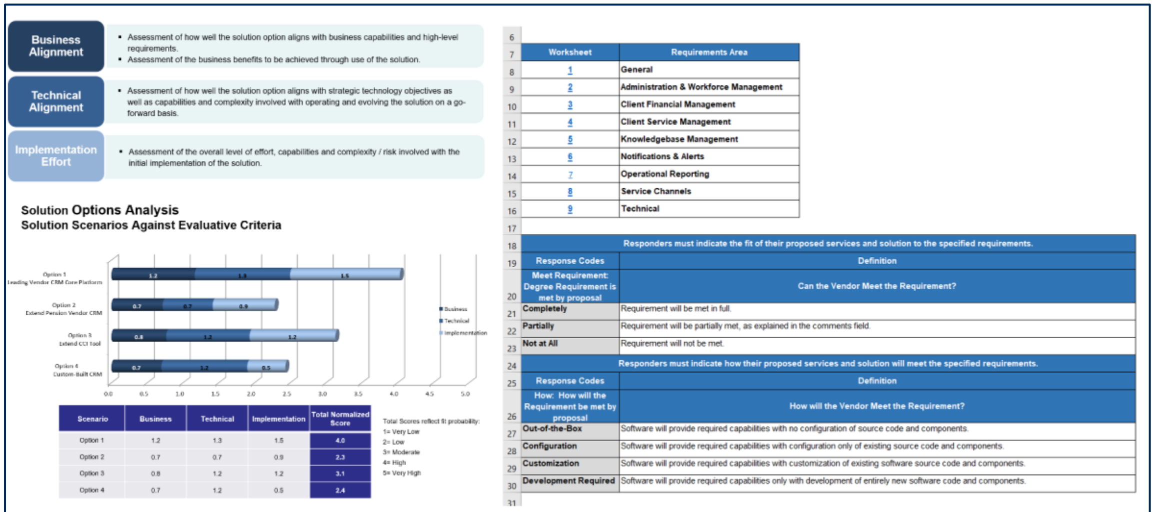


Sample Final BCM

Sample High Level Requirements Related to Validated Scope

3.3 Deliverable 3 – Solutions Alternatives Analysis

Figure 13. Target State Options Analysis & Solution Architecture. Sample options analysis and determination on future state solution architecture



Sample target state options analysis and related RFx requirements

Figure 14. Vendor Shortlists. Sample market scan to identify viable marketplace vendors to shortlist

CRM Solution Market Scan Summary

Gartner identified four (4) solution options to solve for CRM functionality.

	Solution Option	Option Description
Option 1	**Leading Vendor CRM Core Platform***	Procure and implement a SaaS-based or on-premise solution from one of the leading CRM platform vendors.
Option 2	**Leverage/Extend Pension Vendor CRM**	Procure and implement a native CRM offering from a pension solution provider or expert.
Option 3	**Extend CCI Tool**	Replace current HATS application by extending the new CCI tool to meet call tracking needs.
Option 4	**Custom-Built CRM**	Build a specific CRM to integrate with PROD (in the short-term) and provide additional pension-administration capabilities (e.g. medical).

**Leading Vendors are characterized by Gartner as having top market share in their segments.*

Solution Market Scan 1
Leading Vendor CRM Core Platform

Solution Description

In this scenario, CLIENT would procure and implement a CRM solution from one of the leading vendors (either a megavendor* or other market leader) which would include their core CRM service platform, plus marketing solution to enable outbound multi-channel communication strategy.

This solution would support the capabilities required to support all CLIENT's customer types including service request management, customer service center integration, relationship management, event management, and marketing.

Sample Solutions:
- Microsoft Dynamics CRM Online or On-Premise (+ Marketing Online)
- Oracle Service Cloud (+ Marketing Cloud)
- Salesforce Service Cloud (+ Marketing Cloud)
- Sugar CRM
- Verint Engagement Management
- ZenDesk Support Premium

**Gartner typically assigns the megavendor moniker in CRM to the Microsoft, Oracle, Salesforce and SAP products based on market share and total offerings.*

Pros

- Core CRM products from leading vendors are considered mature and often introduce innovation through acquisition of new products.
- Leading vendor platforms are highly stable, configurable and extensible.
- Use of leading vendor products as SaaS will minimize the need for on-site CLIENT resources for system maintenance and upgrades.
- Vendor solutions offer robust agent desktop environments for assisting in managing customer interactions and case management.
- Solutions offer mobile web applications, mobile software development kits (SDKs), Chatbots, co-browsing and advanced self-service capabilities.
- Leading vendors have extensive partner / system integrator networks to provide support for implementation and innovation.

Cons

- Adopting a full leading vendor solution can raise concern about vendor lock-in.
- SaaS leading vendor products will charge monthly subscription fees, which will typically be funded by and captured as an operating vs. capital expense.
- Although there are many partners, some may lack experience in implementing and configuring industry specific solutions, large deployment teams or configuration teams.
- Leading vendor tools require specific knowledge for implementation and support. This may require CLIENT to invest in training and staff to support these applications.
- Ability to safely store sensitive customer data will vary by vendor and will need to be thoroughly investigated with any provider.

CRM Market Scan (1/2)

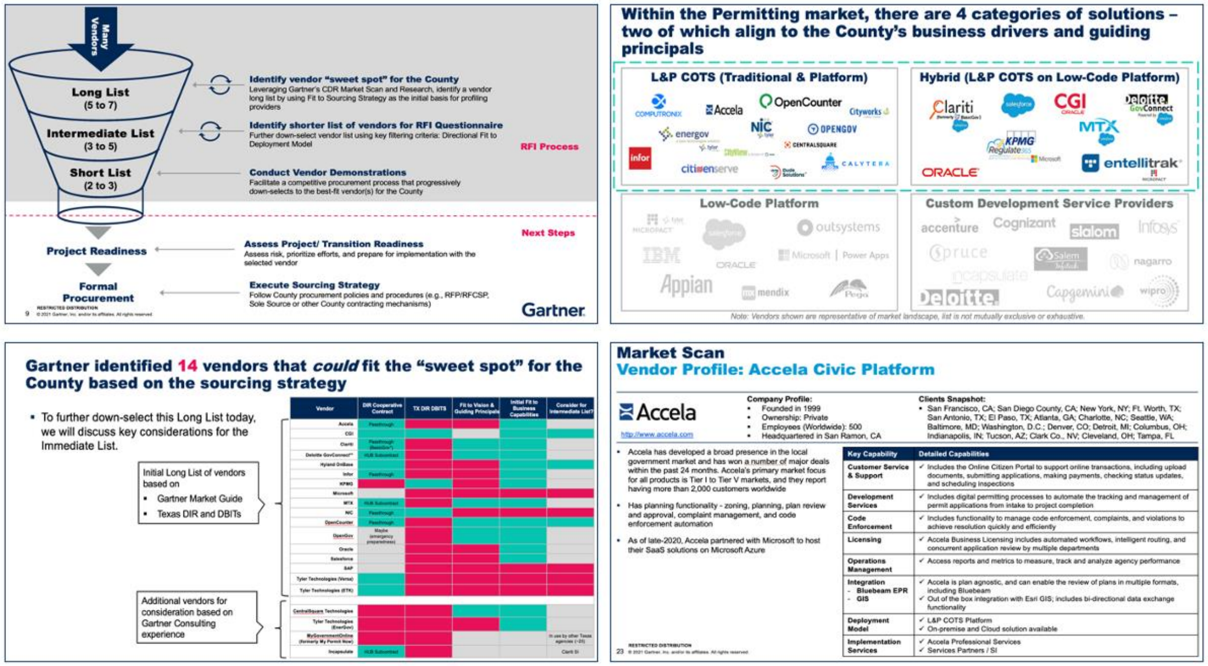
		SaaS Solutions					On-Premise Solutions		
		Microsoft Dynamics CRM for Customer Service	Oracle Service Cloud	Salesforce Service Cloud	Sugar CRM Customer Service	Zendesk Support Premium	Microsoft Dynamics CRM	Pega Customer Service	Verint Engagement Management
Client Service Management	Check Eligibility								
	Complete & Track Applications								
	Complete Client Authentication								
	Create & Manage Client Profile	X	X	X	X	X	X	X	X
	Create & Manage Groups	X	X	X			X	X	
	Create Service Requests	X	X	X	X	X	X	X	X
	Estimate Benefits								
	Estimate Processing Time								
	Make Payments								
	Manage Beneficiaries								
	Manage Client Documents	X	X	X	X		X	X	
	Manage Contacts	X	X	X	X	X	X	X	X
	Manage Relationships	X	X	X	X	X	X	X	X
	Manage Service Requests	X	X	X	X	X	X	X	X
	Pre-Configured Mobile Application								
	Retrieve Client Information	X	X	X	X	X	X	X	X
	Review Account Balances								X
	Schedule Appointments	X	X	X			X	X	
	Track Interaction History	X	X	X	X	X	X	X	X
	Track Required Documents								
Administration & Workforce Management	Conference in Specialist								
	Configure Workflows	X	X	X	X	X	X	X	X
	Create & Manage Surveys	X	X		X	X	X		
	Manage Audit Trail	X	X	X	X	X	X	X	X
	Manage Role-Based Access	X	X	X			X	X	X
	Manage Workforce							X	

CRM Market Scan (2/2)

		SaaS Solutions					On-Premise Solutions		
		Microsoft Dynamics CRM for Customer Service	Oracle Service Cloud	Salesforce Service Cloud	Sugar CRM Customer Service	Zendesk Support Premium	Microsoft Dynamics CRM	Pega Customer Service	Verint Engagement Management
Pre-Configured Agent Tools	View Contact History	X	X	X	X	X	X	X	X
	CTI Integration	X	X	X	X	X	X	X	X
	Integrated Knowledgebase Tools	X	X	X	X	X	X	X	X
Client Financial Mgmt.	Manage Financial Information								
Notifications & Alerts	Create Notifications & Alerts	X	X	X		X	X	X	X
	Receive Notifications & Alerts	X	X	X		X	X	X	
	Track Notifications & Alerts	X	X	X			X	X	
Knowledgebase Management	Maintain Version Control	X	X	X			X	X	
	Manage Content	X	X	X	X	X	X	X	X
	Research Client Inquiries	X	X	X	X	X	X	X	X
	Search Content	X	X	X	X	X	X	X	X
	Search FAQs	X	X	X	X	X	X	X	
Channels	Chat	X	X	X		X	X	X	X
	Co-Browsing		X						X
	Email	X	X	X	X	X	X	X	X
	In-Person								
	Mobile	X	X	X	X	X	X	X	
	Remote Agent		X	X					
	Text		X	X		X		X	
	Voice	X	X	X	X	X	X	X	X
	Web	X	X	X	X	X	X	X	X
Operational Reporting	Ad-hoc Reports	X	X	X			X	X	
	Pre-Configured Reports	X	X	X	X	X	X	X	

Sample market scan of vendors

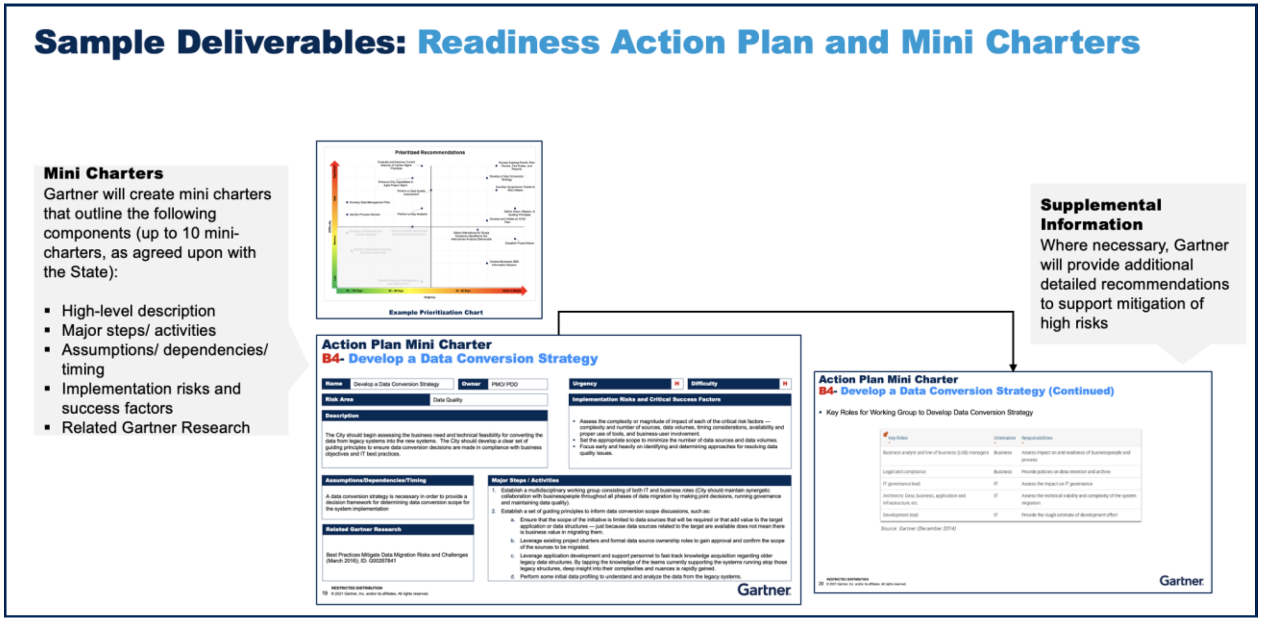
Figure 15. Vendor Shortlists. Sample market scan to identify viable marketplace vendors to shortlist



Sample Market Scan and Shortlisting Results

3.4 Deliverable 4 – UI Modernization Roadmap

Figure 16. UI Modernization Roadmap with Project Charters. Sample technology roadmap with related project charters



3.5 Deliverable 5 – Project Readiness Assessment

Figure 17. Project Readiness Assessment. Sample of project readiness assessment survey tools to collect data from stakeholders across different domains to assess stakeholder readiness

Degree of Agreement with Statements

1. Strongly Disagree	2. Disagree	3. Undecided	4. Agree	5. Strongly Agree	N/A or Do Not Have the Insight to Answer

Consideration	Example Survey Statements (Strategy and Business Value)
Defined	The following Strategy and Business Value material have been **defined**:
Understood/Clear	The following Strategy and Business Value material are **clear and understandable** to all appropriate resources/personnel:
Aligned (e.g., with Goals & Objectives)	The Enterprise Business Capability (EBC) program is **aligned** with the following Strategy and Business Value material:
Communicated	The following Strategy and Business Value material have been **communicated** to all appropriate resources/personnel:
Committed	There is broad **commitment** to executing the following Strategy and Business Value material:
Executable	The following Strategy and Business Value material are **executable** (e.g., goals, objectives, sufficient resources):
Setup for Success (e.g., risks mitigated)	The organization is **positioned for the successful execution** (e.g., potential roadblocks/risks have been identified and removed/mitigated) of the following Strategy and Business Value material:
Processes	A **process** is in place for managing changes to the following Strategy and Business Value material:
Actively Managed (e.g., measured and reported)	The following Strategy and Business Value material are **actively managed** (e.g., success measures have been established and progress against those measures are being reported):
Supported by Tools	The appropriate **tools** are available to successfully deliver against the following Strategy and Business Value material :

Figure 18. Project Readiness Assessment Report. Sample outcomes of Project Readiness Assessment Reports

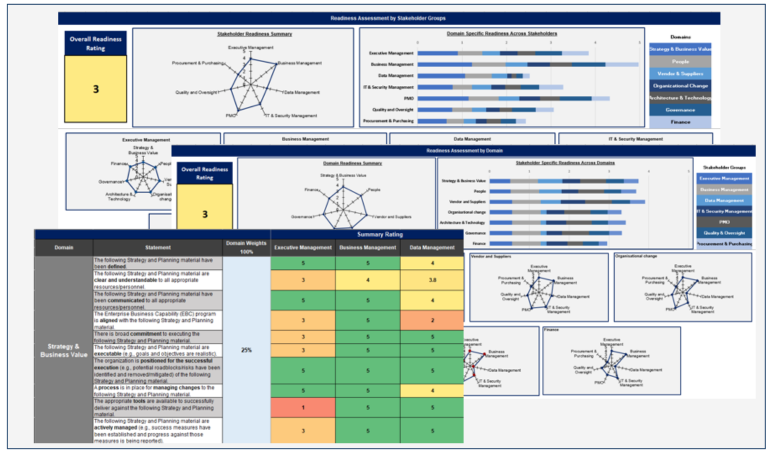
The overall readiness assessment is evaluated based on weighted criteria. Domain, stakeholder, and detail views guide further remediation

Readiness assessment scores show by domain, and stakeholders groups, areas requiring remediation activity.

Specific stakeholder groups can be targeted with remedial actions, such as improving confidence, communication or governance readiness.

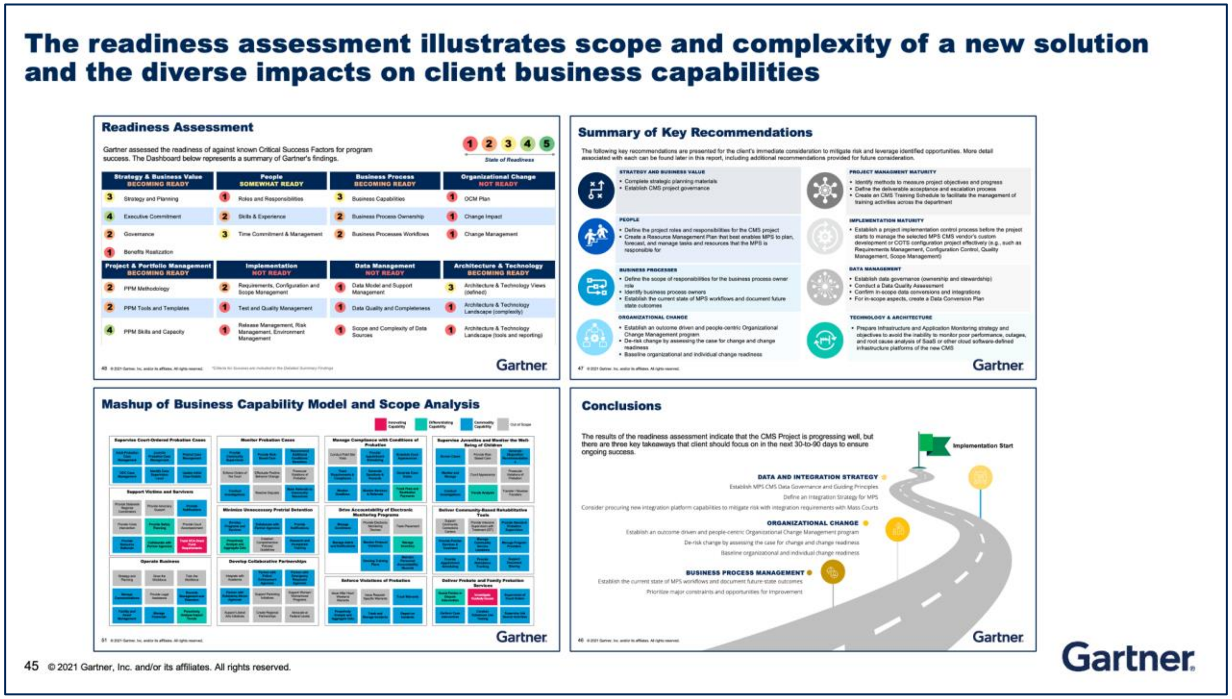
Specific domains can have targeted recommendations generated, for example undertaking preparatory activities for vendor selection or process design.

Individual deficiencies areas can be addressed through detail data views.

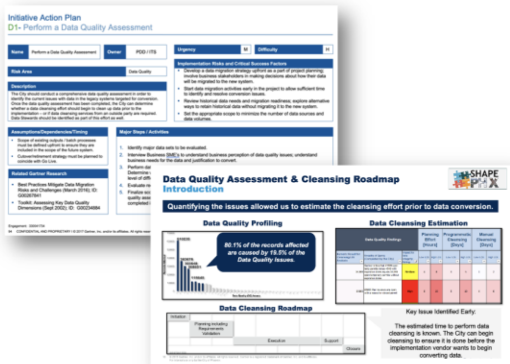


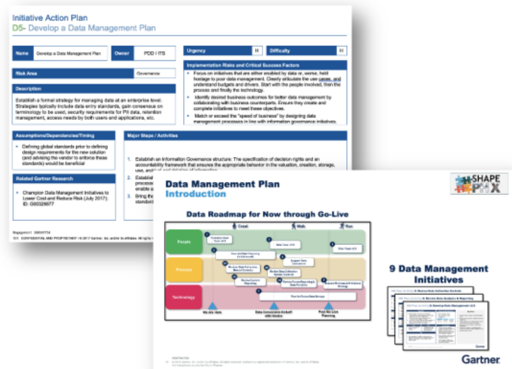
3.6 Deliverable 6 – Project Readiness Action Plan and Mini Charters

Figure 19. Project Readiness Action Plan, Timeline and Execution Roadmap. Sample readiness action plans with associated mini-charters



Executing the actions outlined in the mini-charters helps you reduce the highest known implementation risks

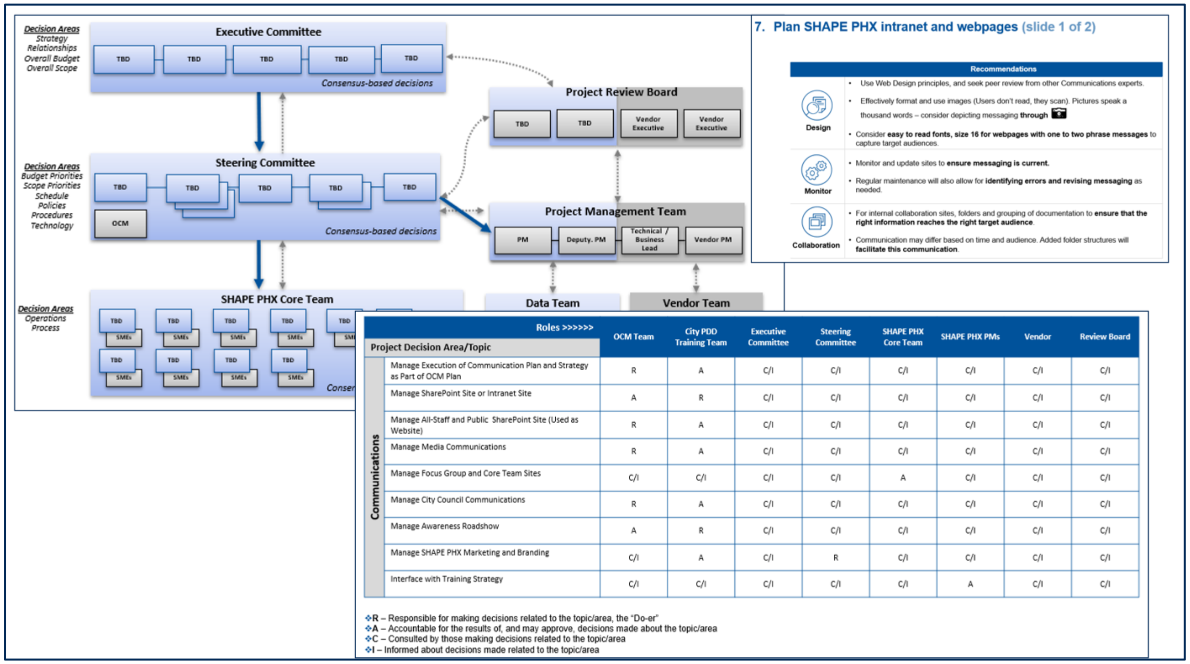




Tackle known risks ahead of time to enable the City to be well positioned to initiate a successful project.

3.7 Deliverable 7 – Project Communications and Governance

Figure 20. Stakeholder Engagement Strategy, Communication Plan and Governance. Snapshot of a Sample Communications Plan and Project Governance Decision Areas

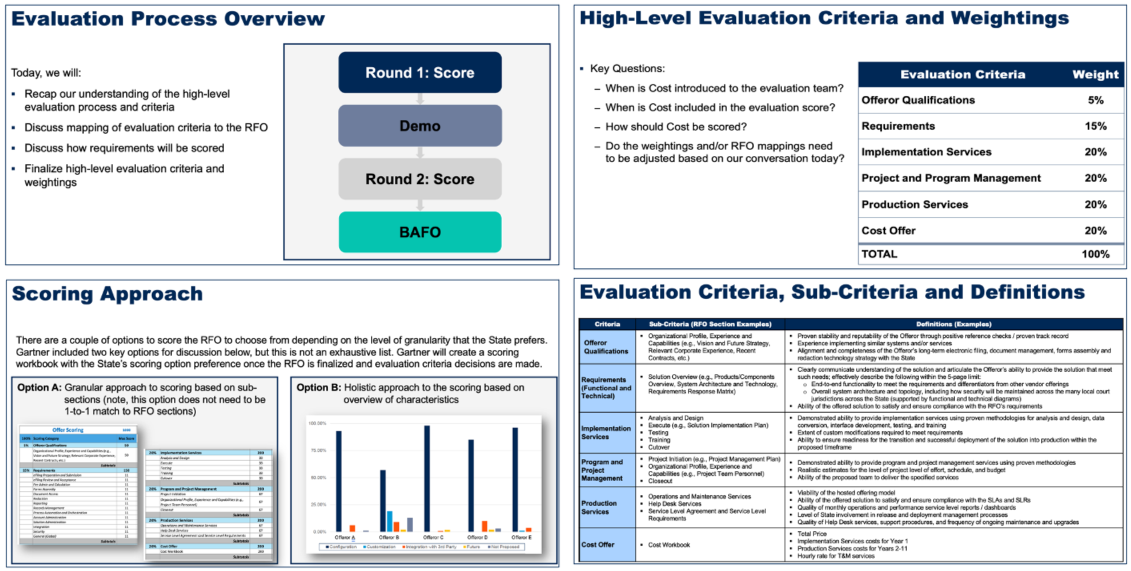


	Roles >>>>>> / Project Decision Area/Topic	OCM Team	City PDD Training Team	Executive Committee	Steering Committee	SHAPE PHX Core Team	SHAPE PHX PMs	Vendor	Review Board
Communications	Manage Execution of Communication Plan and Strategy as Part of OCM Plan	R	A	C/I	C/I	C/I	C/I	C/I	C/I
	Manage SharePoint Site or Intranet Site	A	R	C/I	C/I	C/I	C/I	C/I	C/I
	Manage All-Staff and Public SharePoint Site (Used as Website)	R	A	C/I	C/I	C/I	C/I	C/I	C/I
	Manage Media Communications	R	A	C/I	C/I	C/I	C/I	C/I	C/I
	Manage Focus Group and Core Team Sites	C/I	C/I	C/I	C/I	A	C/I	C/I	C/I
	Manage City Council Communications	R	A	C/I	C/I	C/I	C/I	C/I	C/I
	Manage Awareness Roadshow	A	R	C/I	C/I	C/I	C/I	C/I	C/I
	Manage SHAPE PHX Marketing and Branding	C/I	A	C/I	R	C/I	C/I	C/I	C/I
	Interface with Training Strategy	C/I	C/I	C/I	C/I	C/I	A	C/I	C/I

❖R – Responsible for making decisions related to the topic/area, the "Do-er"
❖A – Accountable for the results of, and may approve, decisions made about the topic/area
❖C – Consulted by those making decisions related to the topic/area
❖I – Informed about decisions made related to the topic/area

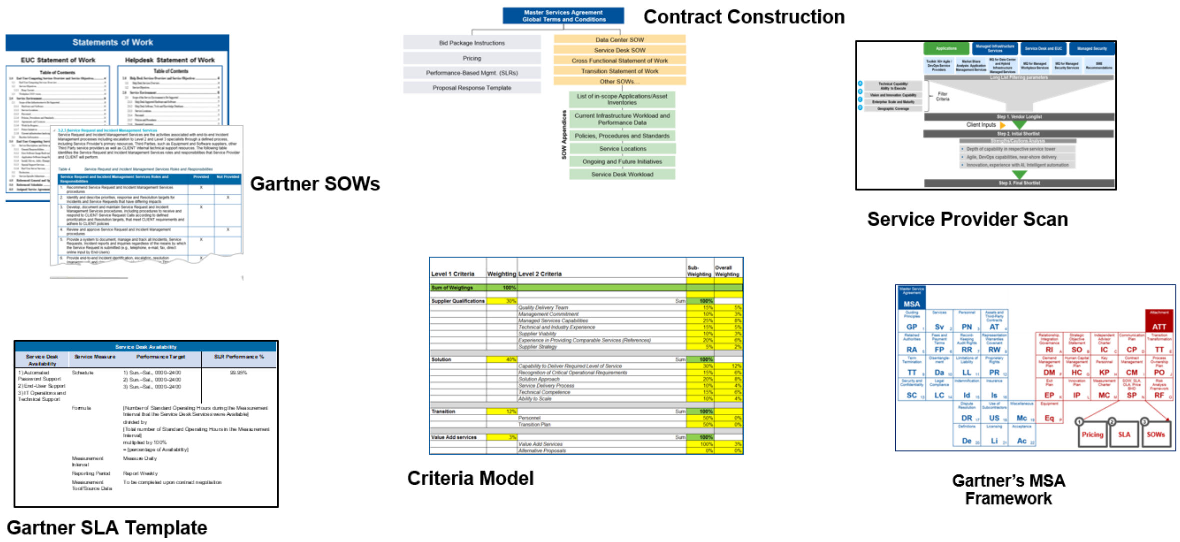
3.8 Deliverable 8 – Request for Proposal

Figure 21. Draft Evaluation Scoring Model. Sample outputs from an evaluation scoring workshop that are used to define the evaluation scoring model and initial draft of the vendor evaluation workbooks



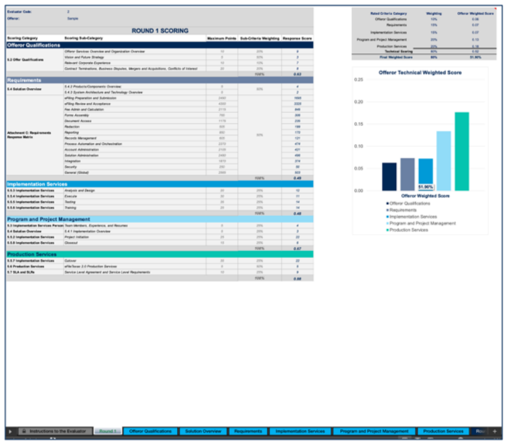
Sample Evaluation Criteria and Framework Development Workshop Artifacts

Figure 22. Published RFP and supporting artifacts. Sample of Gartner templates that will be leveraged to expedite RFP development



3.9 Deliverable 9 – Proposal Evaluation and Demonstrations

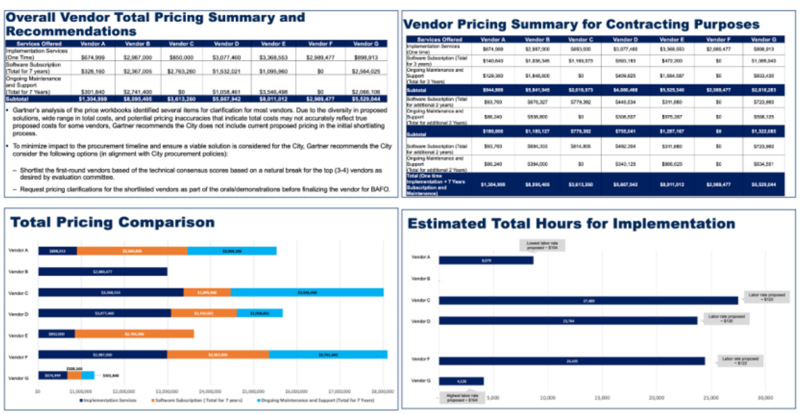
Figure 23. Final Evaluation Scoring Model. Sample of final outputs from client-specific scoring models and frameworks to evaluate vendor proposals.

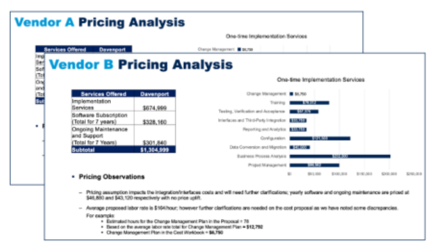


Sample Evaluation Scoring Model

Sample Consensus Scoring Model

Figure 24. Vendor Pricing Analysis Report. Sample of pricing analysis of vendor responses

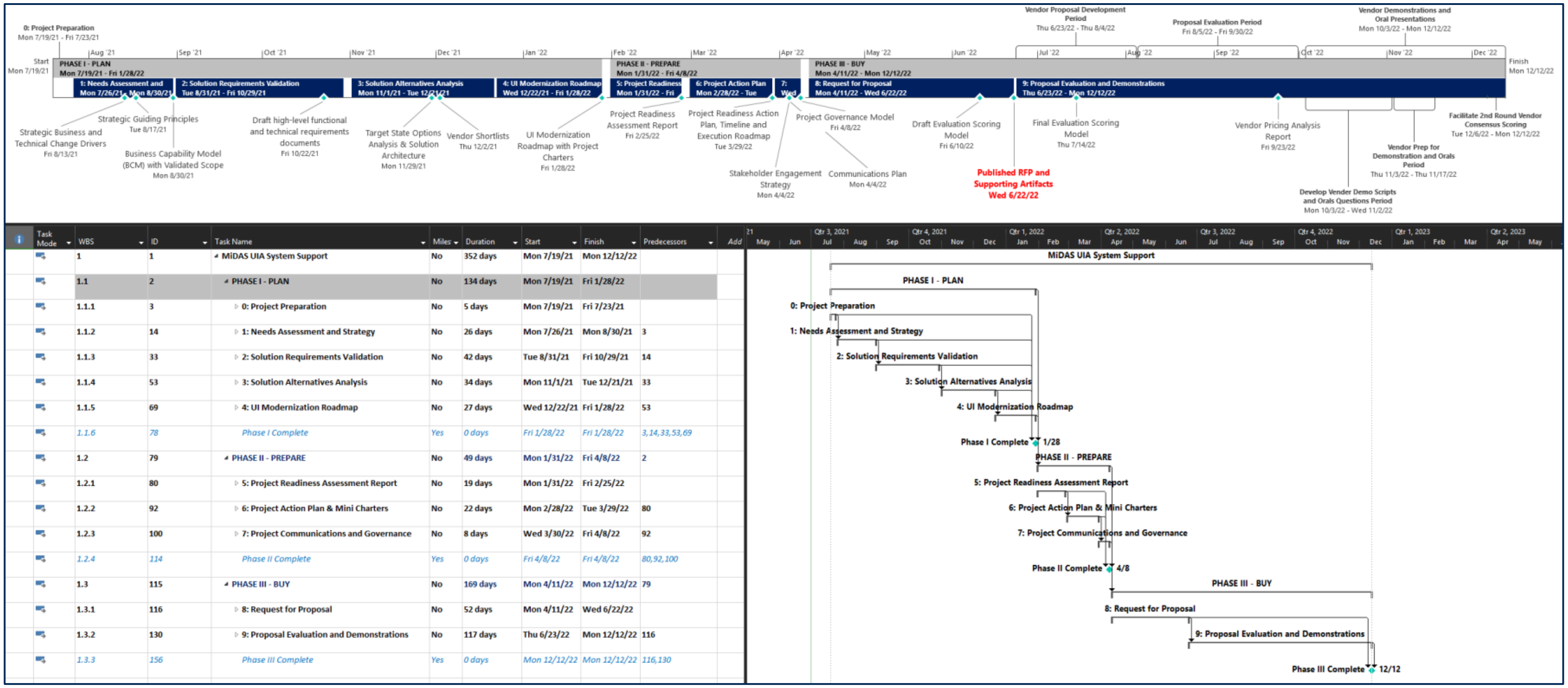




Sample Vendor Price Analysis Report

4.0 Draft Project Schedule

Figure 25. Project Schedule Summary Overview from Microsoft Project



Task Mode	WBS	ID	Task Name	Miles	Duration	Start	Finish	Predecessors	Add
	1	1	MiDAS UIA System Support	No	352 days	Mon 7/19/21	Mon 12/12/22		
	1.1	2	PHASE I - PLAN	No	134 days	Mon 7/19/21	Fri 1/28/22		
	1.1.1	3	0: Project Preparation	No	5 days	Mon 7/19/21	Fri 7/23/21		
	1.1.2	14	1: Needs Assessment and Strategy	No	26 days	Mon 7/26/21	Mon 8/30/21	3	
	1.1.3	33	2: Solution Requirements Validation	No	42 days	Tue 8/31/21	Fri 10/29/21	14	
	1.1.4	53	3: Solution Alternatives Analysis	No	34 days	Mon 11/1/21	Tue 12/21/21	33	
	1.1.5	69	4: UI Modernization Roadmap	No	27 days	Wed 12/22/21	Fri 1/28/22	53	
	1.1.6	*78*	*Phase I Complete*	*Yes*	*0 days*	*Fri 1/28/22*	*Fri 1/28/22*	*3,14,33,53,69*	
	1.2	79	PHASE II - PREPARE	No	49 days	Mon 1/31/22	Fri 4/8/22	2	
	1.2.1	80	5: Project Readiness Assessment Report	No	19 days	Mon 1/31/22	Fri 2/25/22		
	1.2.2	92	6: Project Action Plan & Mini Charters	No	22 days	Mon 2/28/22	Tue 3/29/22	80	
	1.2.3	100	7: Project Communications and Governance	No	8 days	Wed 3/30/22	Fri 4/8/22	92	
	1.2.4	*114*	*Phase II Complete*	*Yes*	*0 days*	*Fri 4/8/22*	*Fri 4/8/22*	*80,92,100*	
	1.3	115	PHASE III - BUY	No	169 days	Mon 4/11/22	Mon 12/12/22	79	
	1.3.1	116	8: Request for Proposal	No	52 days	Mon 4/11/22	Wed 6/22/22		
	1.3.2	130	9: Proposal Evaluation and Demonstrations	No	117 days	Thu 6/23/22	Mon 12/12/22	116	
	1.3.3	*156*	*Phase III Complete*	*Yes*	*0 days*	*Mon 12/12/22*	*Mon 12/12/22*	*116,130*	

Table 10. Project Schedule Summary Overview

WBS	ID	Task Name	Milestone	Project Outputs/Artifacts	Duration	Start	Finish	Predecessors
1	**1**	**MiDAS UIA System Support**	**No**		**352 days**	**Mon 7/19/21**	**Mon 12/12/22**	
1.1	**2**	**PHASE I - PLAN**	**No**		**134 days**	**Mon 7/19/21**	**Fri 1/28/22**	
1.1.1	**3**	**0: Project Preparation**	**No**		**5 days**	**Mon 7/19/21**	**Fri 7/23/21**	
1.1.1.4	13	*Project Preparation Complete*	Yes		*0 days*	*Fri 7/23/21*	*Fri 7/23/21*	*4,5,9*
1.1.2	**14**	**1: Needs Assessment and Strategy**	**No**		**26 days**	**Mon 7/26/21**	**Mon 8/30/21**	**3**
1.1.2.2.3	22	*Strategic Business and Technical Change Drivers*	*Yes*	*Strategic Business and Technical Change Drivers*	*0 days*	*Fri 8/13/21*	*Fri 8/13/21*	*21*
1.1.2.2.6	25	*Strategic Guiding Principles*	*Yes*	*Strategic Guiding Principles*	*0 days*	*Tue 8/17/21*	*Tue 8/17/21*	*24*
1.1.2.3.4	31	*Business Capability Model (BCM) with Validated Scope*	*Yes*	*Business Capability Model (BCM) with Validated Scope*	0 days	Mon 8/30/21	Mon 8/30/21	30
1.1.2.4	*32*	*Needs Assessment and Strategy Complete*	*Yes*	*Needs Assessment and Strategy*	*0 days*	*Mon 8/30/21*	*Mon 8/30/21*	*19,27,15*
1.1.3	**33**	**2: Solution Requirements Validation**	**No**		**42 days**	**Tue 8/31/21**	**Fri 10/29/21**	**14**
1.1.3.4	*52*	*Solution Requirements Validation Complete*	*Yes*	*Solution Requirements Validation*	*0 days*	*Fri 10/29/21*	*Fri 10/29/21*	*51*
1.1.4	**53**	**3: Solution Alternatives Analysis**	**No**		**34 days**	**Mon 11/1/21**	**Tue 12/21/21**	**33**
1.1.4.1.7	61	*Target State Options Analysis & Solution Architecture*	*Yes*	*Target State Options Analysis & Solution Architecture*	*0 days*	*Mon 11/29/21*	*Mon 11/29/21*	*60*
1.1.4.2.2	*64*	*Vendor Shortlists*	*Yes*	*Vendor Shortlists*	*0 days*	*Thu 12/2/21*	*Thu 12/2/21*	*63*
1.1.4.4	*68*	*Solutions Alternatives Analysis Complete*	*Yes*	*Solutions Alternatives Analysis*	*0 days*	*Tue 12/21/21*	*Tue 12/21/21*	
1.1.5	**69**	**4: UI Modernization Roadmap**	**No**		**27 days**	**Wed 12/22/21**	**Fri 1/28/22**	**53**
1.1.5.7	*76*	*UI Modernization Roadmap with Project Charters*	*Yes*	*UI Modernization Roadmap with Project Charters*	*0 days*	*Fri 1/28/22*	*Fri 1/28/22*	*75*
1.1.5.8	*77*	*UI Modernization Roadmap Complete*	*Yes*	*UI Modernization Roadmap*	*0 days*	*Fri 1/28/22*	*Fri 1/28/22*	*76*
1.1.6	*78*	*Phase I Complete*	*Yes*		*0 days*	*Fri 1/28/22*	*Fri 1/28/22*	*3,14,33,53, 69*
1.2	**79**	**PHASE II - PREPARE**	**No**		**49 days**	**Mon 1/31/22**	**Fri 4/8/22**	**2**
1.2.1	**80**	**5: Project Readiness Assessment Report**	**No**		**19 days**	**Mon 1/31/22**	**Fri 2/25/22**	
1.2.1.5	*90*	*Project Readiness Assessment Report*	*Yes*	*Project Readiness Assessment Report*	*0 days*	*Fri 2/25/22*	*Fri 2/25/22*	*89*
1.2.1.6	*91*	*Project Readiness Assessment Report Complete*	*Yes*	*Project Readiness Assessment*	*0 days*	*Fri 2/25/22*	*Fri 2/25/22*	*90*
1.2.2	**92**	**6: Project Action Plan & Mini Charters**	**No**		**22 days**	**Mon 2/28/22**	**Tue 3/29/22**	**80**
1.2.2.6	*98*	*Project Readiness Action Plan, Timeline and Execution Roadmap*	*Yes*	*Project Readiness Action Plan, Timeline and Execution Roadmap*	*0 days*	*Tue 3/29/22*	*Tue 3/29/22*	*94,97*
1.2.2.7	*99*	*Project Action Plan & Mini Charters Complete*	*Yes*	*Project Action Plan & Mini Charters*	*0 days*	*Tue 3/29/22*	*Tue 3/29/22*	*98*
1.2.3	**100**	**7: Project Communications and Governance**	**No**		**8 days**	**Wed 3/30/22**	**Fri 4/8/22**	**92**
1.2.3.1.4	*105*	*Stakeholder Engagement Strategy*	*Yes*	*Stakeholder Engagement Strategy*	*0 days*	*Mon 4/4/22*	*Mon 4/4/22*	*104*
1.2.3.1.5	*106*	*Communications Plan*	*Yes*	*Communications Plan*	*0 days*	*Mon 4/4/22*	*Mon 4/4/22*	*104*
1.2.3.2.5	*112*	*Project Governance Model*	*Yes*	*Project Governance Model*	*0 days*	*Fri 4/8/22*	*Fri 4/8/22*	*111*
1.2.3.3	*113*	*Project Communications and Governance Complete*	*Yes*	*Project Communications and Governance*	*0 days*	*Fri 4/8/22*	*Fri 4/8/22*	*101,107*
1.2.4	*114*	*Phase II Complete*	*Yes*		*0 days*	*Fri 4/8/22*	*Fri 4/8/22*	*80,92,100*
1.3	**115**	**PHASE III - BUY**	**No**		**169 days**	**Mon 4/11/22**	**Mon 12/12/22**	**79**
1.3.1	**116**	**8: Request for Proposal**	**No**		**52 days**	**Mon 4/11/22**	**Wed 6/22/22**	
1.3.1.2.5	*128*	*Draft Evaluation Scoring Model*	*Yes*	*Draft Evaluation Scoring Model*	*0 days*	*Fri 6/10/22*	*Fri 6/10/22*	*127*
1.3.1.3	*129*	*Request for Proposal Complete*	*Yes*	*Published RFP*	*0 days*	*Wed 6/22/22*	*Wed 6/22/22*	*117,123*
1.3.2	**130**	**9: Proposal Evaluation and Demonstrations**	**No**		**117 days**	**Thu 6/23/22**	**Mon 12/12/22**	**116**
1.3.2.1.4	*135*	*Final Evaluation Scoring Model*	*Yes*	*Final Evaluation Scoring Model*	*0 days*	*Thu 7/14/22*	*Thu 7/14/22*	*134*
1.3.2.4	*155*	*Proposal Evaluation and Demonstrations Complete*	*Yes*	*Proposal Evaluation and Demonstrations*	*0 days*	*Mon 12/12/22*	*Mon 12/12/22*	*140,147*
1.3.3	*156*	*Phase III Complete*	*Yes*		*0 days*	*Mon 12/12/22*	*Mon 12/12/22*	*116,130*

Table 11. Detailed Project Schedule

WBS	ID	Task Name	Milestone	Project Outputs/Artifacts	Duration	Start	Finish	Predecessors
1	**1**	**MiDAS UIA System Support**	**No**		**352 days**	**Mon 7/19/21**	**Mon 12/12/22**	
1.1	**2**	**PHASE I - PLAN**	**No**		**134 days**	**Mon 7/19/21**	**Fri 1/28/22**	
1.1.1	**3**	**0: Project Preparation**	**No**		**5 days**	**Mon 7/19/21**	**Fri 7/23/21**	
1.1.1.1	4	Conduct Preplanning Meetings	No	List of Meeting Action Items	5 days	Mon 7/19/21	Fri 7/23/21	
1.1.1.2	**5**	**Data/ Documentation Collection**	**No**		**5 days**	**Mon 7/19/21**	**Fri 7/23/21**	
1.1.1.2.1	6	Request Relevant Data/ Documentation	No	List of Data/ Documentation	1 day	Mon 7/19/21	Mon 7/19/21	
1.1.1.2.2	7	Provide Relevant Data/ Documentation	No	Client Information/ Documentation	2 days	Mon 7/19/21	Tue 7/20/21	6SS
1.1.1.2.3	8	Preview Relevant Data/ Documentation	No	Clarification of Data/ Documentation Completeness and Plan to Fill Identified Gaps	3 days	Wed 7/21/21	Fri 7/23/21	7
1.1.1.3	**9**	**Project Stakeholders**	**No**		**3 days**	**Tue 7/20/21**	**Thu 7/22/21**	**4SS+1 day**
1.1.1.3.1	10	Identify Project Stakeholders	No	List of Stakeholders	2 days	Tue 7/20/21	Wed 7/21/21	
1.1.1.3.2	11	Identify Project Governance Participants	No	List of Project Governance Participants	2 days	Tue 7/20/21	Wed 7/21/21	
1.1.1.3.3	12	Schedule Governance Meetings	No	Project Governance Meeting Invitations	1 day	Thu 7/22/21	Thu 7/22/21	11
1.1.1.4	13	*Project Preparation Complete*	Yes		*0 days*	*Fri 7/23/21*	*Fri 7/23/21*	*4,5,9*
1.1.2	**14**	**1: Needs Assessment and Strategy**	**No**		**26 days**	**Mon 7/26/21**	**Mon 8/30/21**	**3**
1.1.2.1	**15**	**Project Kickoff**	**No**		**5 days**	**Mon 7/26/21**	**Fri 7/30/21**	
1.1.2.1.1	16	Review Relevant Documentation	No		5 days	Mon 7/26/21	Fri 7/30/21	
1.1.2.1.2	17	Establish Project Governance and Stakeholder Landscape	No	Project Governance Model and Stakeholder Register	2 days	Mon 7/26/21	Tue 7/27/21	
1.1.2.1.3	18	Conduct Project Kickoff Meeting	No	Project Kickoff Meeting to Review Delivery Approach, Schedule, and Risk Mitigation Plan	1 day	Wed 7/28/21	Wed 7/28/21	17
1.1.2.2	**19**	**Sourcing Strategy**	**No**		**16 days**	**Thu 7/29/21**	**Thu 8/19/21**	**18**
1.1.2.2.1	20	Conduct Stakeholder Interviews	No	Up to 20 x 30 min to 1 hour Stakeholder Interviews	10 days	Thu 7/29/21	Wed 8/11/21	

WBS	ID	Task Name	Milestone	Project Outputs/Artifacts	Duration	Start	Finish	Predecessors
1.1.2.2.2	21	Document Strategic Business and Technical Change Drivers and Priorities	No		2 days	Thu 8/12/21	Fri 8/13/21	20
1.1.2.2.3	22	*Strategic Business and Technical Change Drivers*	*Yes*	*Strategic Business and Technical Change Drivers*	*0 days*	*Fri 8/13/21*	*Fri 8/13/21*	*21*
1.1.2.2.4	23	Conduct Sourcing Workshop with Core Team	No		1 day	Mon 8/16/21	Mon 8/16/21	22
1.1.2.2.5	24	Document Strategic Guiding Principles	No		1 day	Tue 8/17/21	Tue 8/17/21	23
1.1.2.2.6	25	*Strategic Guiding Principles*	*Yes*	*Strategic Guiding Principles*	*0 days*	*Tue 8/17/21*	*Tue 8/17/21*	*24*
1.1.2.2.7	26	Document UI Sourcing Options and Decisions	No	MiDAS Sourcing Strategy	2 days	Wed 8/18/21	Thu 8/19/21	22,25
1.1.2.3	**27**	**Business Capability Model (BCM)**	**No**		**7 days**	**Fri 8/20/21**	**Mon 8/30/21**	**19**
1.1.2.3.1	28	Draft BCM and Functional Scope Areas	No		3 days	Fri 8/20/21	Tue 8/24/21	
1.1.2.3.2	29	Conduct BCM Validation Workshop	No		1 day	Wed 8/25/21	Wed 8/25/21	28
1.1.2.3.3	30	Document MiDAS UIA BCM and Functional Scope	No		3 days	Thu 8/26/21	Mon 8/30/21	29
1.1.2.3.4	31	*Business Capability Model (BCM) with Validated Scope*	*Yes*	*Business Capability Model (BCM) with Validated Scope*	0 days	Mon 8/30/21	Mon 8/30/21	30
1.1.2.4	*32*	*Needs Assessment and Strategy Complete*	*Yes*	*Needs Assessment and Strategy*	*0 days*	*Mon 8/30/21*	*Mon 8/30/21*	*19,27,15*
1.1.3	**33**	**2: Solution Requirements Validation**	**No**		**42 days**	**Tue 8/31/21**	**Fri 10/29/21**	**14**
1.1.3.1	**34**	**Current State Assessment**	**No**		**12 days**	**Tue 8/31/21**	**Thu 9/16/21**	
1.1.3.1.1	35	Provide Stakeholder Interview Guides	No	Stakeholder Interview Guides	2 days	Tue 8/31/21	Wed 9/1/21	
1.1.3.1.2	36	Conduct Small Group Interviews and Work Sessions	No	Up to 10 x 2-to-3-hour Interviews	5 days	Thu 9/2/21	Thu 9/9/21	35
1.1.3.1.3	37	Assess Business Capabilities & People/Process/Technology Maturity and Gaps	No	Current State Assessment	5 days	Fri 9/10/21	Thu 9/16/21	36
1.1.3.2	**38**	**Future State Needs Assessment**	**No**		**25 days**	**Fri 9/17/21**	**Fri 10/22/21**	**34**
1.1.3.2.1	39	Identify Potential Business & IT Benefit Opportunities	No		2 days	Fri 9/17/21	Mon 9/20/21	

WBS	ID	Task Name	Milestone	Project Outputs/Artifacts	Duration	Start	Finish	Predecessors
1.1.3.2.2	40	Identify Possible IT Operating Model Impacts	No		2 days	Fri 9/17/21	Mon 9/20/21	
1.1.3.2.3	41	Segment BCM and Solicit Input from Core Team	No		3 days	Tue 9/21/21	Thu 9/23/21	39,40
1.1.3.2.4	42	Conduct BCM Pace Layer Workshop	No	Future State BCM by Pace Layer (capabilities of record, differentiation and innovation)	1 day	Fri 9/24/21	Fri 9/24/21	41
1.1.3.2.5	43	Assess Current and Future State Gaps and BCM	No	Analysis and Final Business Capability Model	5 days	Mon 9/27/21	Fri 10/1/21	42
1.1.3.2.6	**44**	**High-Level Requirements**	**No**		**14 days**	**Mon 10/4/21**	**Fri 10/22/21**	**43**
1.1.3.3	51	Develop Current and Future State Summary Output	No	Executive Briefing	5 days	Mon 10/25/21	Fri 10/29/21	34,38
1.1.3.4	*52*	*Solution Requirements Validation Complete*	*Yes*	*Solution Requirements Validation*	*0 days*	*Fri 10/29/21*	*Fri 10/29/21*	*51*
1.1.4	**53**	**3: Solution Alternatives Analysis**	**No**		**34 days**	**Mon 11/1/21**	**Tue 12/21/21**	**33**
1.1.4.1	**54**	**Target State Options Analysis**	**No**		**18 days**	**Mon 11/1/21**	**Mon 11/29/21**	
1.1.4.1.1	55	Provide Best Practices and Market Research	No	Pre-Read Materials for Options Workshop	3 days	Mon 11/1/21	Wed 11/3/21	
1.1.4.1.2	56	Identify Solution/Platform Architecture Options	No	Application Categories, Deployment Model, Integration Methods	3 days	Thu 11/4/21	Mon 11/8/21	55
1.1.4.1.3	57	Conduct First Options Workshop with Core Team to Agree on Feasible Options	No	Agreement on Feasible Options	1 day	Tue 11/9/21	Tue 11/9/21	56
1.1.4.1.4	58	Document Implications and Align Options with Guiding Principles	No		5 days	Wed 11/10/21	Wed 11/17/21	57
1.1.4.1.5	59	Conduct Second Options Workshop to Assess & Select Target State Architecture	No	Target State Application Architecture	1 day	Thu 11/18/21	Thu 11/18/21	58
1.1.4.1.6	60	Document 2-4 Target State Options and Analysis	No		5 days	Fri 11/19/21	Mon 11/29/21	59
1.1.4.1.7	61	*Target State Options Analysis & Solution Architecture*	*Yes*	*Target State Options Analysis & Solution Architecture*	0 days	*Mon 11/29/21*	*Mon 11/29/21*	*60*
1.1.4.2	**62**	**Market Scan and Vendor Shortlist**	**No**		**11 days**	**Tue 11/30/21**	**Tue 12/14/21**	**54**

WBS	ID	Task Name	Milestone	Project Outputs/Artifacts	Duration	Start	Finish	Predecessors
1.1.4.2.1	*63*	*Establish Vendor Shortlists for Target State Solution Components*	*No*		*3 days*	*Tue 11/30/21*	*Thu 12/2/21*	
1.1.4.2.2	*64*	*Vendor Shortlists*	*Yes*	*Vendor Shortlists*	*0 days*	*Thu 12/2/21*	*Thu 12/2/21*	*63*
1.1.4.2.3	65	Assess Implementation Options	No		3 days	Fri 12/3/21	Tue 12/7/21	64
1.1.4.2.4	66	Identify Additional IT Operating Model Impacts and Recommendations	No		5 days	Wed 12/8/21	Tue 12/14/21	65
1.1.4.3	67	Create Executive Summary of Target State Recommendations	No	Executive Briefing	5 days	Wed 12/15/21	Tue 12/21/21	54,62
1.1.4.4	*68*	*Solutions Alternatives Analysis Complete*	*Yes*	*Solutions Alternatives Analysis*	*0 days*	*Tue 12/21/21*	*Tue 12/21/21*	
1.1.5	**69**	**4: UI Modernization Roadmap**	**No**		**27 days**	**Wed 12/22/21**	**Fri 1/28/22**	**53**
1.1.5.1	70	Identify Initiatives to Transform to the Desired Future State	No	List of Readiness Initiatives, Sourcing Initiatives, Implementation Initiatives, and Business Process Redesign using Lean Process Improvement Methodology	5 days	Wed 12/22/21	Tue 12/28/21	
1.1.5.2	71	Conduct Roadmap Working Session with Core Team	No	Refined and Sequenced Top-Level Set of Initiatives	1 day	Wed 12/29/21	Wed 12/29/21	70
1.1.5.3	72	Develop Mini-Charters for Top-Level Initiatives	No		10 days	Thu 12/30/21	Wed 1/12/22	71
1.1.5.4	73	Create Draft Transformation Roadmap	No	Draft Transformation Roadmap	5 days	Thu 1/13/22	Thu 1/20/22	72
1.1.5.5	74	Review and Iterate Transformation Roadmap with Core Team	No		5 days	Fri 1/21/22	Thu 1/27/22	73
1.1.5.6	75	Document UI Modernization Roadmap and Project Charters	No		1 day	Fri 1/28/22	Fri 1/28/22	74
1.1.5.7	*76*	*UI Modernization Roadmap with Project Charters*	*Yes*	*UI Modernization Roadmap with Project Charters*	*0 days*	*Fri 1/28/22*	*Fri 1/28/22*	*75*
1.1.5.8	*77*	*UI Modernization Roadmap Complete*	*Yes*	*UI Modernization Roadmap*	*0 days*	*Fri 1/28/22*	*Fri 1/28/22*	*76*
1.1.6	*78*	*Phase I Complete*	*Yes*		*0 days*	*Fri 1/28/22*	*Fri 1/28/22*	*3,14,33,53,69*
1.2	**79**	**PHASE II - PREPARE**	**No**		**49 days**	**Mon 1/31/22**	**Fri 4/8/22**	**2**
1.2.1	**80**	**5: Project Readiness Assessment Report**	**No**		**19 days**	**Mon 1/31/22**	**Fri 2/25/22**	

WBS	ID	Task Name	Milestone	Project Outputs/Artifacts	Duration	Start	Finish	Predecessors
1.2.1.1	81	Prepare Gartner's Readiness Assessment Framework for MiDAS	No		1 day	Mon 1/31/22	Mon 1/31/22	
1.2.1.2	82	Conduct Gartner's Readiness Assessment Framework Workshop and Identify Key Critical Success Factors for MI	No	Refined MiDAS Project Readiness Assessment Framework	1 day	Tue 2/1/22	Tue 2/1/22	81
1.2.1.3	83	Conduct Readiness Assessment Interviews	No		5 days	Wed 2/2/22	Tue 2/8/22	82
1.2.1.4	**84**	**Assess Project Readiness**	**No**		**12 days**	**Wed 2/9/22**	**Fri 2/25/22**	
1.2.1.4.1	85	Identify Key Observations/ Findings and Assess Risk Level	No		5 days	Wed 2/9/22	Wed 2/16/22	83
1.2.1.4.2	86	Determine Overall Project Readiness and Identify Risk Mitigation Recommendations	No		5 days	Wed 2/9/22	Wed 2/16/22	85SS
1.2.1.4.3	87	Prioritize Recommendations	No		2 days	Thu 2/17/22	Fri 2/18/22	86
1.2.1.4.4	88	Apply LPI Methodologies to Project	No		2 days	Thu 2/17/22	Fri 2/18/22	86
1.2.1.4.5	89	Document Project Readiness Assessment Findings and Recommendations	No		5 days	Mon 2/21/22	Fri 2/25/22	87,88
1.2.1.5	*90*	*Project Readiness Assessment Report*	*Yes*	*Project Readiness Assessment Report*	*0 days*	*Fri 2/25/22*	*Fri 2/25/22*	*89*
1.2.1.6	*91*	*Project Readiness Assessment Report Complete*	*Yes*	*Project Readiness Assessment*	*0 days*	*Fri 2/25/22*	*Fri 2/25/22*	*90*
1.2.2	**92**	**6: Project Action Plan & Mini Charters**	**No**		**22 days**	**Mon 2/28/22**	**Tue 3/29/22**	**80**
1.2.2.1	93	Create an Action Plan and Roadmap for Prioritized Recommendations	No		5 days	Mon 2/28/22	Fri 3/4/22	
1.2.2.2	94	Review and Refine Action Plan and Roadmap with Core Team	No		5 days	Mon 3/7/22	Fri 3/11/22	93
1.2.2.3	95	Create Mini Charters for Prioritized Recommendations	No	Up to 10 mini-charters	5 days	Mon 3/14/22	Fri 3/18/22	94
1.2.2.4	96	Review and Refine Mini Charters with Core Team	No		5 days	Mon 3/21/22	Fri 3/25/22	95

WBS	ID	Task Name	Milestone	Project Outputs/Artifacts	Duration	Start	Finish	Predecessors
1.2.2.5	97	Document Project Readiness Assessment Action Plan, Timeline and Execution Roadmap	No		7 days	Mon 3/21/22	Tue 3/29/22	96SS
1.2.2.6	*98*	*Project Readiness Action Plan, Timeline and Execution Roadmap*	*Yes*	*Project Readiness Action Plan, Timeline and Execution Roadmap*	*0 days*	*Tue 3/29/22*	*Tue 3/29/22*	*94,97*
1.2.2.7	*99*	*Project Action Plan & Mini Charters Complete*	*Yes*	*Project Action Plan & Mini Charters*	*0 days*	*Tue 3/29/22*	*Tue 3/29/22*	*98*
1.2.3	**100**	**7: Project Communications and Governance**	**No**		**8 days**	**Wed 3/30/22**	**Fri 4/8/22**	**92**
1.2.3.1	**101**	**Stakeholder Engagement and Communications**	**No**		**4 days**	**Wed 3/30/22**	**Mon 4/4/22**	
1.2.3.1.1	102	Develop a Stakeholder Engagement Strategy and Supporting Communications Plan	No		2 days	Wed 3/30/22	Thu 3/31/22	
1.2.3.1.2	103	Review and Refine Stakeholder Engagement Strategy and Supporting Communications Plan with Core Team	No		1 day	Fri 4/1/22	Fri 4/1/22	102
1.2.3.1.3	104	Document Stakeholder Engagement Strategy and Communications Plan	No		1 day	Mon 4/4/22	Mon 4/4/22	103
1.2.3.1.4	*105*	*Stakeholder Engagement Strategy*	*Yes*	*Stakeholder Engagement Strategy*	*0 days*	*Mon 4/4/22*	*Mon 4/4/22*	*104*
1.2.3.1.5	*106*	*Communications Plan*	*Yes*	*Communications Plan*	*0 days*	*Mon 4/4/22*	*Mon 4/4/22*	*104*
1.2.3.2	**107**	**Project Governance Model**	**No**		**4 days**	**Tue 4/5/22**	**Fri 4/8/22**	**101**
1.2.3.2.1	108	Define Organization and Operating Principles to Implement Communications Plan	No		2 days	Tue 4/5/22	Wed 4/6/22	
1.2.3.2.2	109	Define Decision Rights, Delegation Rights, and Governance to Lead & Sustain Change	No		2 days	Tue 4/5/22	Wed 4/6/22	
1.2.3.2.3	110	Review and Refine Project Governance and Reporting with Core Team	No		1 day	Thu 4/7/22	Thu 4/7/22	108,109
1.2.3.2.4	111	Document Project Governance and Reporting	No		1 day	Fri 4/8/22	Fri 4/8/22	110
1.2.3.2.5	*112*	*Project Governance Model*	*Yes*	*Project Governance Model*	*0 days*	*Fri 4/8/22*	*Fri 4/8/22*	*111*

WBS	ID	Task Name	Milestone	Project Outputs/Artifacts	Duration	Start	Finish	Predecessors
1.2.3.3	*113*	*Project Communications and Governance Complete*	*Yes*	*Project Communications and Governance*	*0 days*	*Fri 4/8/22*	*Fri 4/8/22*	*101,107*
1.2.4	*114*	*Phase II Complete*	*Yes*		*0 days*	*Fri 4/8/22*	*Fri 4/8/22*	*80,92,100*
1.3	**115**	**PHASE III - BUY**	**No**		**169 days**	**Mon 4/11/22**	**Mon 12/12/22**	**79**
1.3.1	**116**	**8: Request for Proposal**	**No**		**52 days**	**Mon 4/11/22**	**Wed 6/22/22**	
1.3.1.1	**117**	**RFP and Supporting Artifacts**	**No**		**52 days**	**Mon 4/11/22**	**Wed 6/22/22**	
1.3.1.1.1	118	Verify State Procurement Rules and Guidelines	No		1 day	Mon 4/11/22	Mon 4/11/22	
1.3.1.1.2	119	Document Comprehensive UI Solution and Service Requirements	No		4 wks	Tue 4/12/22	Mon 5/9/22	118
1.3.1.1.3	120	Assist State in Iteratively Developing RFP and Supporting Artifacts	No		8 wks	Tue 4/26/22	Tue 6/21/22	119SS+2 wks
1.3.1.1.4	121	Publish RFP and Supporting Artifacts	No		1 day	Wed 6/22/22	Wed 6/22/22	120
1.3.1.1.5	*122*	*Published RFP and Supporting Artifacts*	*Yes*	*Published RFP and Supporting Artifacts*	*0 days*	*Wed 6/22/22*	*Wed 6/22/22*	*121*
1.3.1.2	**123**	**Draft Evaluation Scoring Model**	**No**		**23 days**	**Tue 5/10/22**	**Fri 6/10/22**	**119**
1.3.1.2.1	124	Define High-Level Evaluation Criteria	No	Evaluation Criteria for Inclusion in RFP	5 days	Tue 5/10/22	Mon 5/16/22	
1.3.1.2.2	125	Develop Initial Draft Scoring Model	No		10 days	Tue 5/17/22	Mon 5/30/22	124
1.3.1.2.3	126	Review Draft Evaluation Scoring Model with Core Team	No		3 days	Wed 6/1/22	Fri 6/3/22	124,125
1.3.1.2.4	127	Document Initial Draft Evaluation Scoring Model and Evaluation Approach	No		5 days	Mon 6/6/22	Fri 6/10/22	126
1.3.1.2.5	*128*	*Draft Evaluation Scoring Model*	*Yes*	*Draft Evaluation Scoring Model*	*0 days*	*Fri 6/10/22*	*Fri 6/10/22*	*127*
1.3.1.3	*129*	*Request for Proposal Complete*	*Yes*	*Published RFP*	*0 days*	*Wed 6/22/22*	*Wed 6/22/22*	*117,123*
1.3.2	**130**	**9: Proposal Evaluation and Demonstrations**	**No**		**117 days**	**Thu 6/23/22**	**Mon 12/12/22**	**116**
1.3.2.1	**131**	**Final Evaluation Scoring Model**	**No**		**15 days**	**Thu 6/23/22**	**Thu 7/14/22**	
1.3.2.1.1	132	Develop Evaluation Scoring Model and Framework Documentation for Evaluation and Consensus Scoring	No		5 days	Thu 6/23/22	Wed 6/29/22	116

WBS	ID	Task Name	Milestone	Project Outputs/Artifacts	Duration	Start	Finish	Predecessors
1.3.2.1.2	133	Review and Refine Evaluation Scoring Model and Framework with Evaluation Team	No		5 days	Thu 6/30/22	Thu 7/7/22	132
1.3.2.1.3	134	Finalize Evaluation Scoring Model and Framework	No		5 days	Fri 7/8/22	Thu 7/14/22	132,133
1.3.2.1.4	*135*	*Final Evaluation Scoring Model*	*Yes*	*Final Evaluation Scoring Model*	*0 days*	*Thu 7/14/22*	*Thu 7/14/22*	*134*
1.3.2.2	**136**	**Vendor Bidding**	**No**		**30 days**	**Thu 6/23/22**	**Thu 8/4/22**	**129**
1.3.2.2.1	137	Vendor Proposal Development Period	No	Vendor Proposals	6 wks	Thu 6/23/22	Thu 8/4/22	
1.3.2.2.2	138	Support Vendor Bidding Process	No	Vendor Conference, Vendor Q&A	30 days	Thu 6/23/22	Thu 8/4/22	137FF
1.3.2.3	**139**	**Vendor Evaluation**	**No**		**87 days**	**Fri 8/5/22**	**Mon 12/12/22**	**136**
1.3.2.3.1	**140**	**Proposal Evaluation Period**	**No**	Review up to 5 vendor proposals Facilitate up to 8 x 30-minute evaluation checkpoints Facilitate up to 2 x 2 consensus scoring workshops	**40 days**	**Fri 8/5/22**	**Fri 9/30/22**	
1.3.2.3.2	**147**	**Vendor Demonstrations and Oral Presentations**	**No**	Develop up to 10 demonstration scripts Attend up to 3 x 1 day vendor demonstrations	**47 days**	**Mon 10/3/22**	**Mon 12/12/22**	**140**
1.3.2.4	*155*	*Proposal Evaluation and Demonstrations Complete*	*Yes*	*Proposal Evaluation and Demonstrations*	*0 days*	*Mon 12/12/22*	*Mon 12/12/22*	*140,147*
1.3.3	*156*	*Phase III Complete*	*Yes*		*0 days*	*Mon 12/12/22*	*Mon 12/12/22*	*116,130*

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
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 **8**
to
Contract Number **180000000065**

CONTRACTOR	
	GARTNER GROUP INC
	12600 Gateway Blvd.
	Ft. Meyers, FL 33913
	Kristen Bixler
	317-658-7412
	kristen.bixler@gartner.com
	CV0000883

STATE			
Program Manager	Karen Kindel	MULTI
	517-284-1003	
	KindelK@michigan.gov	
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$2,366,967.94	$0.00	$2,366,967.94

DESCRIPTION

Effective 11/18/2020, the following amendment is hereby incorporated into the Contract to update license offerings and pricing tables. No additional funding is needed at this time; existing funds are adequate to support this change.

The State Program Manager is updated to Karen Kindel.

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

STATE OF MICHIGAN

Contract# 071B7700214

SCHEDULE B COST TABLE – ATTACHMENT 1, AMENDMENT 2

Prices for each State FY applies to orders received during the effective dates specified for each year unless indicated otherwise on the schedule. Delivery start date of service(s) order shall be no later than the first of the month following the expiration of the pricing.

Pricing herein are maximum not to exceed rates. Please check with account representative for actual pricing before purchasing. The actual price an eligible client will pay for the renewal of any existing Service or the issuance of a new order will be consistent with the then current Gartner Public Sector pricing plus any applicable administrative fee(s) or the rates herein, whichever is less, for the Service(s) ordered.

RESEARCH AND ADVISORY SERVICES	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
IT TEAM PLUS SOLUTIONS		
Executive Programs Leadership Team Plus [1]		
Leader	98,081	107,890
IT Executive Member or IT Executive Leader (IT Executive Leader must purchase IT Leadership Team Plus Members)	98,081	107,890
Partner Member or Partner Leader (Partner Leader must purchase Enterprise IT Leadership Team Plus Members)	89,697	98,667
Partner Member or Partner Leader - Renewing Subscriber [6] (Partner Leader must purchase Enterprise IT Leadership Team Plus Members)	84,445	92,890
Delegate Member or Delegate Leader - Renewal Only [6] (Delegate Leader must purchase IT Leadership Team Plus Members)	52,324	57,557
Advisor Member or Advisor Leader (Advisor Leader must purchase IT Leadership Team Plus Members)	38,384	42,223
Cross Function Member	27,677	30,445
Enterprise IT Leaders Initiative Team [1]		
Leader	86,566	95,223
Advisor Member	45,253	49,779
Enterprise IT Leadership Team Plus [1]		
Leader	82,728	92,656
Leader - Renewing Subscriber [6]	71,415	78,557
Advisor Member	34,950	38,445
Cross Function Member	21,213	23,335
IT Leadership Team Plus [1]		
Leader	34,950	38,445
Advisor Member	34,950	38,445
Cross Function Member	21,213	23,335
IT TEAM SOLUTIONS		
Executive Programs Leadership Team [1]		
Leader	90,000	99,000
IT Executive Member or IT Executive Leader (IT Executive Leader must purchase IT Leadership Team Members)	90,000	99,000

RESEARCH AND ADVISORY SERVICES	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
Partner Member or Partner Leader (Partner Leader must purchase Enterprise IT Leadership Team Members)	82,223	90,446
Partner Member or Partner Leader - Renewing Subscriber [6] (Partner Leader must purchase Enterprise IT Leadership Team Members)	77,374	82,660
Delegate Member or Delegate Leader - Renewal Only [6] (Delegate Leader must purchase IT Leadership Team Members)	48,081	52,560
Advisor Member or Advisor Leader (Advisor Leader must purchase IT Leadership Team Members)	35,051	38,557
Cross Function Member	25,455	28,001
Role Member	17,980	19,778
Enterprise IT Leadership Team [1]		
Leader	76,162	85,302
Leader - Renewing Subscriber [6]	65,657	69,910
Advisor Member	32,425	35,668
Cross Function Member	19,596	21,556
Role Member	12,021	13,224
Essentials Member	9,394	10,334
IT Leadership Team [1]		
Leader	32,425	35,668
Advisor Member	32,425	35,668
Cross Function Member	19,596	21,556
Role Member	12,021	13,224
Essentials Member	9,394	10,334
INDIVIDUAL ACCESS SOLUTIONS		
Executive Programs		
Member (Single User)	99,293	109,223
Member (Multi User)	88,182	97,001
Two Additional Meetings Add-on - Limited Availability [3]	19,798	21,778
IT Leaders		
Individual Access Advisor (Single User)	43,738	48,112
Individual Access Advisor (Multi User)	32,425	35,668
Reference (Single User)	30,506	33,557
Reference (Multi User)	18,990	20,889
Core Connect		
Advisor (Single User)	39,495	43,445
Advisor (Multi User)	28,182	31,001
Reference (Single User)	26,263	28,890
Reference (Multi User)	14,849	16,334

RESEARCH AND ADVISORY SERVICES	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
IT MULTI-USER SOLUTIONS		
Technical Professionals [4] (per agency)		
Advisor Department	124,243	136,668
Reference Department	83,536	91,890
Advisor Team	58,990	64,889
Technical Professionals Small & Midsize Business (SMB) [4, 5] (per agency)		
Advisor SMB	62,829	69,112
Reference SMB	41,718	45,890
IT Associates 100 Research Notes - Limited Availability [3, 4]	27,475	30,223
IT TEAM PLUS WITH INDUSTRY SOLUTIONS		
Executive Programs Leadership Team Plus with Industry [2] (one industry)		
Leader	106,667	117,334
IT Executive Member or IT Executive Leader (IT Executive Leader must purchase Industry Advisory Services Leadership Team Plus	106,667	117,334
Partner Member or Partner Leader (Partner Leader must purchase Enterprise IT Leadership Team Plus with Industry Members)	99,394	109,334
Partner Member or Partner Leader - Renewing Subscriber [6] (Partner Leader must purchase Enterprise IT Leadership Team Plus with Industry Members)	93,637	103,001
Delegate Member or Delegate Leader - Renewal Only [6] (Delegate Leader must purchase Industry Advisory Services Leadership Team Plus Members)	59,495	65,445
Advisor Member or Advisor Leader (Advisor Leader must purchase Industry Advisory Services Leadership Team Plus Members)	46,162	50,779
Cross Function Member	30,809	33,890
Enterprise IT Leaders Initiative Team with Industry [2] (one industry)		
Leader	96,768	106,445
Advisor Member	53,940	59,334
Enterprise IT Leadership Team Plus with Industry [2] (one industry)		
Leader	92,627	103,743
Leader - Renewing Subscriber [6]	79,899	87,889
Advisor Member	41,819	46,001
Cross Function Member	25,556	28,112
Industry Advisory Services Leadership Team Plus [2] (one industry)		
Leader	41,819	46,001
Advisor Member	41,819	46,001
Cross Function Member	25,556	28,112

RESEARCH AND ADVISORY SERVICES	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
IT TEAM WITH INDUSTRY SOLUTIONS		
Executive Programs Leadership Team with Industry [2] (one industry)		
Leader	97,879	107,667
IT Executive Member or IT Executive Leader (IT Executive Leader must purchase Industry Advisory Services Leadership Team Members)	97,879	107,667
Partner Member or Partner Leader (Partner Leader must purchase Enterprise IT Leadership Team with Industry Members)	91,011	100,113
Partner Member or Partner Leader - Renewing Subscriber [6] (Partner Leader must purchase Enterprise IT Leadership Team with Industry Members)	85,758	94,334
Delegate Member or Delegate Leader - Renewal Only [6] (Delegate Leader must purchase Industry Advisory Services Leadership Team Members)	54,647	60,112
Advisor Member or Advisor Leader (Advisor Leader must purchase Industry Advisory Services Leadership Team Members)	42,425	46,668
Cross Function Member	28,283	31,112
Role Member	20,102	22,113
Enterprise IT Leadership Team with Industry [2] (one industry)		
Leader	84,849	95,031
Leader - Renewing Subscriber [6]	73,233	80,557
Advisor Member	38,384	42,223
Cross Function Member	23,536	25,890
Role Member	13,435	14,779
Essentials Member	9,394	10,334
Industry Advisory Services Leadership Team [2] (one industry)		
Leader	38,384	42,223
Advisor Member	38,384	42,223
Cross Function Member	23,536	25,890
Role Member	13,435	14,779
Essentials Member	9,394	10,334
INDIVIDUAL ACCESS WITH INDUSTRY SOLUTIONS		
Executive Programs with Industry (one industry)		
Member (Single User)	106,768	117,445
Member (Multi User)	95,859	105,445
Industry Advisory Services (one industry)		
Individual Access Advisor (Single User)	49,596	54,556
Individual Access Advisor (Multi User)	38,384	42,223
Reference (Single User)	33,435	36,779
Reference (Multi User)	22,829	25,112

RESEARCH AND ADVISORY SERVICES	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
GARTNER BUSINESS SERVICES		
Customer Service & Support Leaders Team [7]		
Leader	32,425	35,668
Advisor Member	32,425	35,668
Reference Member	14,546	16,001
Customer Service & Support Leaders Individual Access		
Advisor (Single User)	43,334	47,668
Advisor (Multi User)	32,425	35,668
Chief Finance Officers Team [7]		
Leader	89,192	98,112
Advisor Member or Advisor Leader (Advisor Leader must purchase Finance Leaders Team Members)	32,425	35,668
Reference Member	15,051	16,557
Chief Finance Officers Individual Access		
Individual Access (Single User)	98,283	108,112
Individual Access (Multi User)	89,192	98,112
Finance Leaders Team [7]		
Leader	32,425	35,668
Advisor Member	32,425	35,668
Reference Member	15,051	16,557
Finance Leaders Individual Access		
Advisor (Single User)	43,334	47,668
Advisor (Multi User)	32,425	35,668
Chief Human Resources Officers Team [7]		
Leader	89,192	98,112
Advisor Member or Advisor Leader (Advisor Leader must purchase Human Resources Leaders Team Members)	32,425	35,668
Reference Member	17,879	19,667
Chief Human Resources Officers Individual Access		
Individual Access (Single User)	98,283	108,112
Individual Access (Multi User)	89,192	98,112
Human Resources Leaders Team [7]		
Leader	32,425	35,668
Advisor Member	32,425	35,668
Reference Member	17,879	19,667
Human Resources Leaders Individual Access		
Advisor (Single User)	43,334	47,668
Advisor (Multi User)	32,425	35,668
Human Resources Professionals [7]		
Reference - Up to 5 HR Professionals	24,647	27,112
Reference - Up to 20 HR Professionals	39,697	43,667

RESEARCH AND ADVISORY SERVICES	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
TalentNeuron™		
Single Country	31,617	34,779
Single Country Reference	24,142	26,557
Additional 5 Users	910	1,001
Additional Workbench	10,809	11,890
Legal & Compliance Leaders Team [7]		
Leader	27,980	30,778
Advisor Member	27,980	30,778
Reference Member	11,213	12,335
Legal & Compliance Leaders Individual Access		
Advisor (Single User)	37,071	40,779
Advisor (Multi User)	27,980	30,778
Marketing Leaders Team [7]		
Leader	40,910	45,001
Advisor Member	40,910	45,001
Reference Member	16,061	17,668
Marketing Leaders Individual Access		
Advisor (Single User)	49,192	54,112
Advisor (Multi User)	40,910	45,001
OTHER SERVICES		
News and Insights	687	756
Strategic Advisory Services [4] - for clients with research services		
Internal Advisory Session	16,768	18,445
Remote Advisory Services	8,283	9,112
Conferences - North America [8] (price per ticket)		
IT Symposium/Xpo	4,944	TBD
Summit (BI, Data Center, Security, or Apps)	3,365	TBD
Summit (excludes BI, Data Center, Security, and Apps)	2,848	TBD
Catalyst Conference	3,365	TBD
RENEWAL ONLY LEGACY SERVICES		
Executive Programs Member Basic - Renewal Only [6]		
Member Basic (Single User)	68,384	75,223
Member Basic (Multi User)	61,213	67,335
Executive Programs Member Basic with Industry (one industry) - Renewal Only [6]		
Member Basic (Single User)	76,061	83,668
Member Basic (Multi User)	69,091	76,001
IT Executives - Renewal Only [6]		
CIO Signature	111,516	122,668

RESEARCH AND ADVISORY SERVICES	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
Enterprise IT Leaders - Renewal Only [6]		
Individual Access (Single User)	90,708	101,593
Individual Access (Multi User)	76,162	85,302
Individual Access (Single User) – For renewing subscribers who purchased the services before March 1, 2020.	78,283	83,550
Individual Access (Multi User) – For renewing subscribers who purchased the services before March 1, 2020.	65,657	69,910
Two Onsite Meetings Add-on - Limited Availability [3]	19,798	21,778
Industry Add-on (one industry) [4]	11,314	12,446
PUBLIC AND NON-PROFIT HIGHER EDUCATION IT STUDENTS INSTITUTIONS ONLY		
Core IT Research Reference for Higher Education [9] (per student campus)		
Core Reference for a community college	30,102	33,113
Core Reference for a college or university with 1 to 4,999 Student FTE	30,102	33,113
Core Reference for a college or university with 5,000 to 9,999 Student FTE	60,203	66,226
Core Reference for a college or university with 10,000 to 24,999 Student	90,304	99,339
Core Reference for a college or university with 25,000+ Student FTE	120,405	132,452
Technical Professionals for Higher Education [9] (per student campus)		
Technical Professional Advisor for IT Staff only of a college or university	62,829	69,112
Technical Professional Reference for IT Staff only of a college or university	41,718	45,890

Product Guidelines:

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

[1] **Team** licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Certain team solutions are invitation only services as indicated in the pricing table. A maximum of one Leader per team. Each Leader type license must have three (3) to ten (10) team member licenses. A minimum of three (3) Advisor and/or Cross Function team member licenses required per Team with an Enterprise IT Leadership Leader or Partner license. Executive Programs Leadership team solutions with one Leader and less than three (3) team member licenses is permissible so long as one of the team member licenses is an IT Executive or a Partner Leader with at least three (3) Advisor and/or Cross Function team member licenses. Global CIO team solutions with one Leader and less than three (3) team member licenses is permissible. All licenses in a Team must be coterminous and of the same team type. For example, a Team Plus configuration may only contain Team Plus licenses and cannot include other types of team licenses such as Team Plus with Industry, Team (non-Plus), Global CIO Team etc.

[2] **Team with Industry** licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Certain team solutions are invitation only services as indicated in the pricing table. A maximum of one Leader per team. Each Leader type license must have three (3) to ten (10) team member licenses. A minimum of three (3) Advisor and/or Cross Function team member licenses required per Team with an Enterprise IT Leadership Leader or Partner license. Executive Programs Leadership team solutions with one Leader and less than three (3) team member licenses is permissible so long as one of the team member licenses is an IT Executive or a Partner Leader with at least three (3) Advisor and/or Cross Function team member licenses. Global CIO team solutions with one Leader and less than three

(3) team member licenses is permissible. All licenses in a Team must be coterminous and of the same team type. For example, a Team Plus with Industry configuration may only contain Team Plus with Industry licenses for the same industry and cannot include other types of team licenses such as Team with Industry (non-Plus), Team Plus, Team (no industry, non-Plus), Global CIO Team etc. Team solutions with Industry Advisory Services is for one industry and all licenses in the team must purchase access to the same industry.

[3] Availability is limited. Please check with your Gartner Sales representative before ordering.

[4] Purchasing prerequisite and/or eligibility requirements apply. Check with Sales representatives before purchasing.

[5] Technical Professionals SMB is a per agency license available only to eligible small and medium size agencies with 4,000 or fewer employees. Please check with Sales representatives before purchasing.

[6] **Renewal Only** and **Renewing Subscriber** services and pricing are available to eligible license holders who purchased the service listed on or before the date specified below and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering.

Team Partner Member and Partner Leader licenses: purchased on or before March 1, 2020
Team Delegate Member and Delegate Leader licenses: purchased on or before March 1, 2020
Enterprise IT Leadership Team Leader: purchased on or before March 1, 2020
Enterprise IT Leaders Individual Access licenses: purchased on or before March 1, 2020
Executive Programs Member Basic and Member Basic with Industry: purchased on or before April 1, 2019
IT Executives: purchased on or before September 1, 2015 *

[7] Gartner Business Services Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Team Leader per Team. Each Team Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. A Customer Service & Support Team or Legal & Compliance Leaders Team with one Team Leader and two Team Members is permissible. All licenses in a Team must be of the same business domain; for example, a Finance Leaders Team may only consist of Finance Leaders Team licenses. Human Resources Professionals requires the purchase and maintenance of a coterminous Chief Human Resources Officers Team or Human Resources Team.

[8] Ticket prices apply to orders received in the event year indicated. For example, 2020 Symposium ticket price applies to orders received on or before December 31, 2020. 2021 ticket prices have not be released; please check with account representatives for pricing at the time of purchase for 2020 ticket pricing.

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

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES

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 **180000000065**

CONTRACTOR	
	GARTNER GROUP INC
	12600 Gateway Blvd.
	Ft. Meyers, FL 33913
	Kristen Bixler
	317-658-7412
	kristen.bixler@gartner.com
	CV0000883

STATE			
Program Manager	Tamara Colosky	MULTI
	517-230-6684	
	ColoskyT@Michigan.gov	
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	1-year	☐		September 30, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$2,090,715.94	$276,252.00	$2,366,967.94

DESCRIPTION

Effective 9/10/2020, the first option year available on this Contract is hereby exercised and is increased by $276,252.00 to provide licenses for the CTO's Office. The revised Contract expiration date is 9/30/2021.

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

Gartner, Inc. Service Agreement for STATE OF MI-DTMB ("Client")
of Mason Building, 2nd Floor, 530 W. Allegan Street, Lansing, MI 48909

This Service Agreement ("SA") is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 ("Gartner") on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client, and includes the Master Client Agreement (IT-RAS #071B7700214) between Gartner and Client or Client's parent or affiliate dated SEP-2017 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.

1. 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 Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Gartner for Technical Professionals	**Advisor Small and Midsize Business Enterprise Access**	**1**	**TBD**	**01-OCT-2020**	**30-SEP-2021**	**$61,314.00**	**$61,314.00**
Gartner for Enterprise IT Leadership Team	**Cross Function Member - Enterprise Architecture**	**8**	**David Archer, David Roach, Paul Groll,Tiziana Galeazzi,Chad Laidlaw,Derek Larson,Smruti Shah,Rich Reasner**	**01-OCT-2020**	**30-SEP-2021**	**$152,728.00**	**$152,728.00**
Gartner for Enterprise IT Leadership Team	**Leader - Enterprise Architecture**	**1**	**Jack Harris**	**01-OCT-2020**	**30-SEP-2021**	**$62,210.00**	**$62,210.00**
				Term Total	**(Excluding applicable taxes)**		**$276,252.00**
				Total Services:	**(Excluding applicable taxes)**		**$276,252.00**

1-1ZO6878V 2009 FA000106

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
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 **6**
to
Contract Number **180000000065**

CONTRACTOR	
	GARTNER GROUP INC
	12600 Gateway Blvd.
	Ft. Meyers, FL 33913
	Kristen Bixler
	317-658-7412
	kristen.bixler@gartner.com
	CV0000883

STATE			
Program Manager	Tamara Colosky	MULTI
	517-230-6684	
	ColoskyT@Michigan.gov	
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY				
PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year		September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
☐ P-Card	☐ PRC	☐ Other		☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS				

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$1,732,931.94	$357,784.00	$2,090,715.94		

DESCRIPTION

Effective 11/27/2019, this Contract is hereby increased by $357,784.00 and the following descriptions of services are hereby incorporated into the Contract to provide Michigan Cyber Security and the office of the Chief Technology Officer with licenses to access Gartner for Enterprise tools and educational information.

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

Gartner, Inc. Service Agreement for STATE OF MI-DTMB (“Client”) of Mason Building, 2nd Floor, 530 W. Allegan Street, Lansing, MI 4890

Service Name	Level of Access	Quantity	Name of User to be Licensed	Accounting Template	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	Access for DTMB only	CTO: 171 IT CTF 005	01-Oct-2019	30-Sep-2020	$59,192.00	$59,192.00
Gartner for Enterprise IT Leadership Team	Cross Function Member - Infrastructure & Operations	3	David Roach, Paul Groll, CTO's New General Manager	CTO: 171 IT CTF 005	01-Oct-2019	30-Sep-2020	$55,455.00	$55,455.00
Gartner for Enterprise IT Leadership Team	Leader - Infrastructure & Operations	1	Jack Harris	CTO: 171 IT CTF 005	01-Oct-2019	30-Sep-2020	$59,192.00	$59,192.00
Gartner for Enterprise IT Leadership Team	Role Member - Security & Risk Mgmt	4	Chad Laidlaw, Rich Reasner, Smruti Shah, Derrick Larson	MCS:	01-Oct-2019	30-Sep-2020	$45,256.00	$45,256.00
Gartner for Enterprise IT Leadership Team	Cross Function Member - Security & Risk Mgmt	1	Laura Clark	MCS:	01-Oct-2019	30-Sep-2020	$18,485.00	$18,485.00
Gartner for Enterprise IT Leadership Team	Leader - Security & Risk Mgmt	1	Chris DeRusha	MCS:	01-Oct-2019	30-Sep-2020	$59,192.00	$59,192.00
Gartner for Enterprise IT Leadership Team	Advisor Member - Infrastructure & Operations	2	Tiziana Galeazzi, James Hogan	Tiziana: James: 171ITAS050	01-Oct-2019	30-Sep-2020	$61,012.00	$61,012.00
					Term Total			$357,784.00
					Total Services:			$357,784.00

1-1XO1THKD 1912 FA000106

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	Service Description
Gartner for Enterprise IT Leadership Team Leader	See below
Gartner for Enterprise IT Leadership Team Advisor Member	See below
Gartner for Enterprise IT Leadership Team Cross Function	See below
Gartner for Enterprise IT Leadership Team Role Member	See below
Gartner for Technical Professionals Advisor Small and Midsize	See below

SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM: ADVISOR TEAM MEMBER

Gartner for Enterprise IT Leadership Team: Advisor Team Member (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner research advisors related to specific IT roles.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by a direct report or cross-functional team member (the "Team Member") of the leader (the "Team Leader"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Member are "Licensed Users".

The Deliverables for the Advisor Team Member are set forth below.

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Tools and Templates
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Talking Technology Series
- Webinars
- Peer Networking
- Individual Inquiry
- Team Inquiry
- Summit Event Ticket

***

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to the Licensed User(s) and the research advisor only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). The Team Member is entitled to two types of inquiry: (i) inquiry sessions with a research advisor ("Individual Inquiry"), which may be scheduled and attended independent of other team members; and (ii) inquiry sessions with a research advisor and the Leadership Team ("Team Inquiry"). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader's agenda.

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter emailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Summit or Catalyst Event.

SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM: CROSS FUNCTION TEAM MEMBER

Gartner for Enterprise IT Leadership Team: Cross Function Team Member (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner research advisors related to all roles.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by a direct report or cross-functional team member (the "Cross Function Team Member") of the leader (the "Team Leader"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Member are "Licensed Users".

The Deliverables for the Cross Function Team Member are set forth below.

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Tools and Templates
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Talking Technology Series
- Webinars
- Peer Networking
- Team Inquiry

***

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to the Licensed User(s) and the research advisor only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader's agenda.

SERVICE DESCRIPTION
Attachment to the Service Agreement

GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM: TEAM LEADER

Gartner for Enterprise IT Leadership Team: Team Leader (the "Service") is for senior IT leaders in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by the leader (the "Team Leader") and by his/her direct reports or cross-functional team (the "Team Members"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Team Leader are set forth below:

- Assigned Service Delivery Team
- Member Value Plan
- Annual Onsite Meeting
- Facilitated Peer Networking & Community Events
- Individual Inquiry
- Team Inquiry
- IT Key Metrics Data
- Talking Technology Series
- Key Insight Document Share
- Core IT Research
- Role-specific IT Research
- Selected Vendor Reports
- Tools and Templates
- Weekly Picks and News Analysis
- Webinars
- Summit Event Ticket

ADDITIONAL DEFINITIONS OF DELIVERABLES

1. **Assigned Service Delivery Team**
   The Leadership Partner and Client Manager will serve as the Team Leader's primary points of contact for this Service. They will maintain the relationship through the delivery of the Service and implementation of a Member Value Plan. The Client Manager will facilitate Inquiry and respond to specific requests for Gartner Research and insight.
   - **Member Value Plan –** Customized service plan created in collaboration with the Team Leader at the beginning of the Service and reviewed periodically through the membership lifecycle. Elements include setting Team Leader expectations, value criteria, up to three (3) key initiatives and action plan.
2. **One (1) Annual Onsite Meeting** – Team Leader will meet with the Leadership Partner for coaching and advice, strategic planning and execution of up to three (3) key initiatives. Guidance will be based on the collective expertise of Gartner Research and the Member Peer Community.
3. **Facilitated Networking, Peer Community Events, and Content**
   - **Facilitated Networking –** Team Leader may request meetings or conference calls with peers around a specific topic to exchange information about best practices or areas of expertise.
   - **Peer Community Events and Content**
     - **Peer Community Events** – Held two (2) times per year for one and 1.5 (one and one-half days), events focus on Team Leader-selected topics and provide: (i) a venue for networking and peer exchange, (ii) presentations on working solutions, and (iii) facilitated workshops with Gartner research advisors. Gartner may, as necessary, change research advisors or supplement the research advisor with a Gartner subject matter expert.

- **Peer Community Research and Peer Content –** Team Leader may access case studies and findings, contributed presentations, tools, and templates.

4. **IT Key Metrics Data –** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across IT domains.
5. **Talking Technology Series –** Research advisor commentaries on IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL DELIVERABLE ENTITLEMENTS
The Team Leader may use Key Insights Document Share on gartner.com to share with others in the client organization Key Insights summaries of up to 25 (twenty-five) Gartner Research documents per contract year. This sharing may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

***

ADDITIONAL USAGE INFORMATION
Participation in inquiry calls is limited to the Licensed User(s) and the research advisor only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). Team Members are entitled to two types of inquiry: (i) inquiry sessions with a research advisor ("Individual Inquiry"), which may be scheduled and attended independent of other team members; and (ii) inquiry sessions with a research advisor and the Leadership Team ("Team Inquiry"). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader's agenda.

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter emailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than Summit or Catalyst.

Gartner

SERVICE DESCRIPTION
Attachment to the Service Agreement

GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM: ROLE TEAM MEMBER

Gartner for Enterprise IT Leadership Team: Role Team Member (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner research advisors related to a specific IT role.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by a direct report or cross-functional team member (the "Role Team Member") of the leader (the "Team Leader"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Member are "Licensed Users".

The Deliverables for the Role Team Member are set forth below.

- Core IT Research
- Role-Specific IT Research
- Tools and Templates
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Talking Technology Series
- Webinars
- Peer Networking
- Team Inquiry

ADDITIONAL DELIVERABLE ENTITLEMENTS

The Role Team Member (i) has unmetered access to a "Role Library", consisting of Gartner Research documents from the Research Deliverables listed above, which Gartner has identified as relevant to the specific IT role selected by the Team Member; and (ii) may open an unmetered number of Weekly Picks & News Analysis, Webinars, and Event Highlights.

Each Role Team Member must select a single Role Library from the set of available roles. Role selection may be changed (i) annually and/or (ii) upon renewal of the contract.

***

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to the Licensed User(s) and the research advisor only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader's agenda.

Gartner

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR TECHNICAL PROFESSIONALS ADVISOR SMALL AND MIDSIZE BUSINESS

Gartner for Technical Professionals Advisor Small and Midsize Business (the "Service") provides clients who maintain a threshold minimum investment in select Gartner products with access to Gartner for Technical Professionals research and research advisors related to the Service.

DELIVERABLES
Each user designated by Client ("Licensed User") is entitled to the following Gartner Deliverables:

- Published Research
- Gartner Peer Insights
- Gartner Peer Connect
- Gartner Cloud Decisions
- Webinars
- Individual Inquiry

In addition, the Service provides one (1) Catalyst Event Ticket.

ADDITIONAL DELIVERABLE ENTITLEMENTS
Individual Inquiry sessions may take up to 60 (sixty) minutes of a research advisor's time and may also be used to request basic reviews of technical-related documents of 20 (twenty) pages or less that take up to 60 minutes of a research advisor's time. Examples include technical architectural proposals and technical plans. As Individual Inquiry is an expanded version of Inquiry, additional guidance is available in the "Inquiry" section of the Gartner Usage Policy, as further referenced below.

***

ADDITIONAL USAGE INFORMATION
All Licensed Users that access this Service must be IT staff members who are currently employed by the client organization.

The Catalyst Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Catalyst Event as specified in the Ticket Letter emailed to Client. A Catalyst Ticket may also be used to register for a Summit Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date shown on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Catalyst Event or a Summit Event.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
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 **5**
to
Contract Number **180000000065**

CONTRACTOR	
	GARTNER GROUP INC
	12600 Gateway Blvd.
	Ft. Meyers, FL 33913
	Kristen Bixler
	317-658-7412
	kristen.bixler@gartner.com
	CV0000883

STATE			
Program Manager	Tamara Colosky	MULTI
	517-230-6684	
	ColoskyT@Michigan.gov	
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2020
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		N/A
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$1,508,931.94	$224,000.00	$1,732,931.94		

DESCRIPTION

Effective 9/12/2019, this contract is hereby increased by $224,000.00 to provide the Department of Technology, Management, & Budget's (DTMB) Infrastructure & Operations (I&O) with assistance to modernize its Software Rationalization efforts.

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

Michigan Department of Technology, Management and Budget

I&O Software Rationalization - Phase 1

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Table of Contents

1.0 Background and Project Objective

The scope of the Software Rationalization efforts in this SOW are specific to Infrastructure & Operations (I&O).

I&O provides core IT infrastructure functions to all State agencies and is comprised of the following divisions and sections:

A. Design & Delivery

Manages infrastructure components supporting end-user computing:

- Access control, PC security policies, password security policies
- PC Management
  - Deploy standard computer image, software, and security patches
  - Generate inventory data for asset management
- Enterprise email and instant messaging services
- Anti-spam/malware appliances and core email gateway services
- Network file shares and print queues on clustered servers
- Install, configure, and manage enterprise:
  - Anti-virus system
  - Internet DNS, internal and external
  - Public key infrastructure (PKI) for internal users
- IP address distribution
- Manage and distribute public SSL certificates for external facing applications
- Security and support for all mobile phones and tablet devices statewide
- Enterprise trouble ticketing and task routing system for IT activities

B. Data Center Operations

Provides centralized data center hosting services for all agencies:

- Mainframe system administration
- Teradata/Enterprise Data Warehouse
- File transfer services
- Security & integrity of hosting centers
- Imaging and data entry
- Configuration Management Data Base (CMDB) management
- Disaster Recovery & Business Continuity Coordination
- Service Management Center (SMC) - Tier 1.5 Incident, Problem, and Change Management
  - SMC Ops: Event monitoring, Incident monitoring, escalation and notification, hosting center security
  - SMC Admin: Major incident facilitation, problem management process and facilitation, change management process, ESOGB PSP enforcement, SMMS tool administration
- Network Operations Center - 7x24x365
  - Enterprise monitoring for hardware health, applications, and network

C. Network and Telecommunication Services

Provide and support managed network and voice services to all agencies:

- Local Area Network (LAN)
- Wide Area Network (WAN)
- Data Center Network
- Wireless Networking
- Network Security Device Management
- Application and Server Load Balancing
- Remote Access / Mobility (Virtual Private Network)
- Internet and Network Backbone Management
- Desktop Voice Services
- Call/Contact Center Infrastructure support

D. Technical Services

Provides server operating system support, enterprise storage, virtualization, and backup and recovery services:

- Next Generation Digital Infrastructure (NGDI) – Michigan's Private Cloud for Government.
- Enterprise Virtualization Services (EVS)
- Enterprise Storage Management (ESM)
- Enterprise Backup and Recovery (EBUR)

E. Enterprise Services

ES centralizes core business functions to ensure programmatic alignment across I&O:

- IT Asset Management – Hardware and Software
- IT Contract Portfolio Management
- Financial Analysis, Reporting, and Budgeting
- Control Assessment & Compliance
- Communications – Internal and External

I&O has a diverse set of both proprietary and non-proprietary operational management tools that are used to manage and monitor platforms. This includes hybrid tools that perform management and monitoring within the same tool.

The State is seeking to identify overlapping tools within I&O and conduct an analysis to compare the following objectives amongst these available tools:

1) Cost
2) Availability of API's
3) Identification of tool suites capacity utilization vs. standalone usage.

This SOW includes the first phase of an anticipated three-phase effort that will enable Software Rationalization within I&O. The three anticipated phases are as follows:

Phase 1 – **Discovery and Assessment Phase**
- See Scope of Work Section 4.0 below for Phase 1 requirements and scope

Phase 2 – **Strategy and Planning Phase** *will include:*
- Communication and training
- Research and recommendation for consolidation and

- Future capabilities

Phase 3 – **Implementation Phase**

- Implementation of the recommendations provided in Phase 1
- The State anticipates that each implementation engagement will be with a different service provider to leverage the different skill sets needed for that engagement

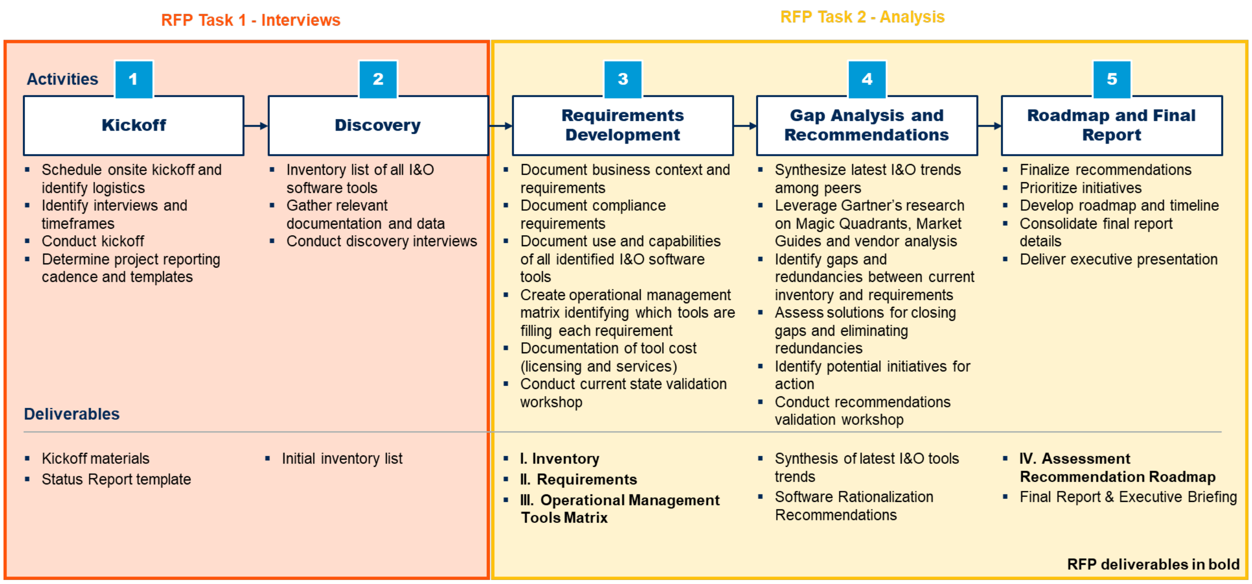
The vendor selected to complete Phase 1 – Discovery and Assessment Phase, will not be considered for award of the future Phase 3 – Implementation Phase.

2.0 Scope of Work

This Statement of Work is limited in scope to **Phase 1 – Discovery and Assessment** as defined herein.

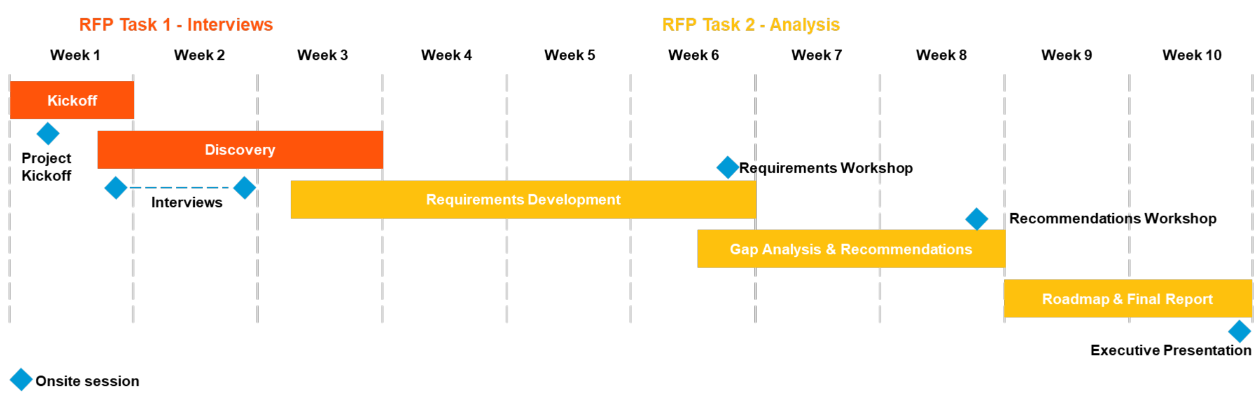
Gartner's approach encompasses five steps that are highlighted in Figure 1. These steps have been color coded to show their alignment with DTMB's Tasks detailed in Section 2.1.

Figure 1. Gartner Approach



Gartner anticipates completion of this engagement within 10 weeks, as detailed in Figure 2.

Figure 2. Estimated Engagement Schedule



2.1 TASKS

TASK 1 – INTERVIEWS

The Contractor shall conduct interviews with State personnel as needed to perform the requirements of Phase 1 and shall discover operational management tools through review of the asset management and financial management documentation provided by the State.

The Contractor may perform interviews iteratively over the course of multiple sessions or they may be accomplished in a single session.

Figure 3. Gartner Task 1 Descriptions

Task 1 – Interviews	
Step 1. Project Kickoff	***Deliverable(s) and Time Frame***
Objective: ▪ Ensure a mutual awareness of DTMB's current state, the availability of data required and — where necessary — ensure agreed contingency plans are in place. ▪ Work closely with DTMB to set the foundation for a successful engagement that is delivered on time, within budget and meets DTMB's objectives. **Activities Performed by Gartner:** ▪ Gartner will hold a kick-off meeting with DTMB to ensure understanding of the objectives, scope, schedule, and milestones, roles, responsibilities and required resources for Gartner and DTMB. Gartner will also discuss anticipated risks and mitigation plans, based on lessons learned from past experience. ▪ Discuss and review data collection needs and objectives. ▪ Initiate program management processes, including status reporting, stakeholder communications and risk management **DTMB's Responsibilities:** ▪ Provide data and take part in Q&A sessions with Gartner Project Team. ▪ Ensure attendance at kick-off meeting by Project Sponsor, Project Manager and other key stakeholders, as determined prior to kickoff.	**Deliverable(s):** ▪ Kickoff meeting materials ▪ Status Report template **Time Frame:** ▪ 1.4 weeks
Step 2. Discovery	***Deliverable(s) and Time Frame***
Objective: ▪ Collect the information required to conduct the analysis tasks and to develop appropriate recommendations. **Activities Performed by Gartner:**	**Deliverable(s):** ▪ Initial inventory list **Time Frame:** ▪ 2.4 weeks

Task 1 – Interviews	
▪ Gartner will gather any relevant documentation and data from DTMB. ▪ Identify and resolve gaps in data availability. ▪ Discover operational management tools through review of the asset management and financial management documentation provided by DTMB. ▪ Conduct interviews with IT leadership to understand tool requirements, business and compliance requirements, and desired functionalities. **DTMB's Responsibilities:** ▪ Provide asset management and financial management documentation ▪ Assist in identifying business, IT and other appropriate stakeholder participants for interviews and workshops ▪ Create and disseminate associated communications and notifications, as well as coordinate logistics for interviews, workshops and presentations as appropriate	

TASK 2 – ANALYSIS

The Contractor shall perform analysis and deliver the following documentation:

1. Identification of all current products owned by I&O
2. Summary of the market and identification of best of breed products
3. Identification of overlapping products and opportunities to leverage them
    a. The State anticipates leveraging these findings within the DTMB Strategic Plan

Figure 4. Gartner Task Descriptions

Task 2 – Analysis	
Step 3. Requirements Development	***Deliverable(s) and Time Frame***
Objective: ▪ Identification of the products owned by I&O and their current use in relation to business and compliance requirements. **Activities Performed by Gartner:** ▪ Document business context and requirements ▪ Document compliance requirements ▪ Document use and capabilities of all identified I&O software tools ▪ Create operational management matrix identifying which tools are filling each requirement ▪ Documentation of tool cost (licensing and services) ▪ Conduct current state validation workshop **DTMB's Responsibilities:**	**Deliverable(s):** ▪ **I. Inventory** ▪ **II. Requirements** ▪ **III. Operational Management Tools Matrix** **Time Frame:** ▪ 3.6 weeks

Task 2 – Analysis	
▪ Respond to Gartner's follow-up questions in a timely manner ▪ Schedule and participate in workshops and briefings ▪ Review and provide feedback on deliverables	
Step 4. Gap Analysis and Recommendations	***Deliverable(s) and Time Frame***
Objective: ▪ Provide recommendations for overlaps and gaps in relation to market trends and leading products. **Activities Performed by Gartner:** ▪ Synthesize latest I&O trends among peers ▪ Leverage Gartner's research on Magic Quadrants, Market Guides and vendor analysis ▪ Identify gaps and redundancies between current inventory and requirements ▪ Assess solutions for closing gaps and eliminating redundancies ▪ Identify potential initiatives for action ▪ Conduct recommendations validation workshop **DTMB's Responsibilities:** ▪ Schedule and participate in workshops and briefings ▪ Review and provide feedback on deliverables	**Deliverable(s):** ▪ Synthesis of latest I&O tools trends ▪ Software Rationalization Recommendations **Time Frame:** ▪ 2.4 weeks
Step 5. Roadmap and Final Report	***Deliverable(s) and Time Frame***
Objective: ▪ To create a prioritized list of initiatives and provide a recommended roadmap for implementing those initiatives. ▪ Deliver the results of the project in an executive level presentation. **Activities Performed by Gartner:** ▪ Finalize recommendations ▪ Prioritize initiatives ▪ Develop roadmap and timeline ▪ Consolidate final report details ▪ Deliver executive presentation **DTMB's Responsibilities:** ▪ Schedule and participate in workshops and briefings ▪ Review and provide feedback on deliverables	**Deliverable(s):** ▪ **IV. Assessment Recommendation Roadmap** ▪ Final Report & Executive Briefing **Time Frame:** ▪ 2 weeks

2.2 DELIVERABLES

Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them in accordance with the Acceptance section of this SOW. The Contractor shall provide the following deliverables for this Phase 1 SOW:

I. **Inventory** - Inventory list of all I&O software tools and capabilities
II. **Requirements** - Identification of business and compliance requirements
III. **Operational Management Tools Matrix** - Matrix identifying which tools are filling these requirements to allow for a comparison of the capabilities and functions
IV. **Assessment Recommendation Roadmap** – Recommendations for software rationalization and roadmap that prioritizes the tools

Gartner will provide the deliverables listed below according to the project task plan outlined above. Note that the deliverables listed in **bold** are SOW deliverables.

Figure 5. Summary of Deliverables

Step	Deliverables
Step 1: Kickoff	▪ Kickoff meeting materials ▪ Status Report template
Step 2: Discovery	▪ Initial inventory list (component of I. Inventory deliverable)
Step 3: Requirements Development	▪ **I. Inventory** ▪ **II. Requirements** ▪ **III. Operational Management Tools Matrix**
Step 4: Gap Analysis & Recommendations	▪ Synthesis of latest I&O tools trends (component of IV. Assessment Recommendation Roadmap deliverable) ▪ Software Rationalization Recommendations (component of IV. Assessment Recommendation Roadmap deliverable)
Step 5: Roadmap & Final Report	▪ **IV. Assessment Recommendation Roadmap** ▪ Final Report & Executive Briefing (component of IV. Assessment Recommendation Roadmap deliverable)

2.3 ACCEPTANCE

Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this SOW Engagement in accordance with the Termination for Cause section of the master agreement.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

PROJECT CONTROL AND REPORTS

A bi-weekly progress report must be submitted to the DTMB Project Manager 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. **Accomplishments**: Indicate what was worked on and what was completed during the current reporting period.

2. **Funds**: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

3.0 Contractor Staffing and Responsibilities

3.1 LOCATION OF WHERE THE WORK IS TO BE PERFORMED

A small targeted vendor team will perform the gathering role on premise in Lansing, Michigan for a short duration (anticipated to be between 3-10 business days). The State expects and encourages the vendor team to work offsite for other meetings and then return to present the findings.

- Except for meetings and workshops, all Gartner services will be performed at Gartner locations.
- Office space, telephones, printing/copying services and access to the open internet will be made available on a reasonable basis to Gartner at DTMB's locations for on-site project time.

3.2 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.

3.3 CONTRACTOR STAFFING

Contractor roles and resources who are responsible for the successful completion of this Phase 1 – SOW.

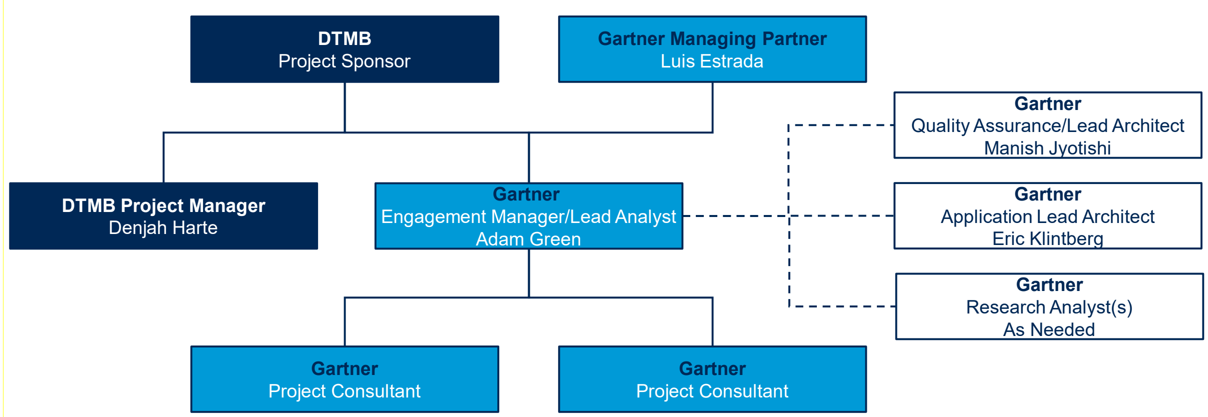
Key Personnel roles.

- The **Contractor Project Manager** will serve as the primary contact for delivered services. They may also perform other roles and/or duties as assigned by the Contractor. The Contractor Project Manager will have the authority to act on behalf of the Contractor in matters pertaining to the services provided through this SOW.

- The **Lead Architect / Technical Lead** will be responsible for leading the technical efforts during the engagement and will be responsible for ensuring the technical deliverables meet the engagement requirements.

- The **Lead Analyst** will serve as the lead analyst role and will perform reviews, analyses and evaluation of the requirements.

Gartner Project Team for DTMB



The Key Personnel Roles identified by the State are cross-referenced with Gartner project titles to allow for traceability.

Table 1. Project Team Roles and Responsibilities

Role	Responsibilities
Managing Partner - Luis Estrada	▪ Ensure that Gartner activities support DTMB goals. ▪ Build and maintain a long-standing relationship with DTMB. ▪ Provide high-level oversight to the project and become more heavily involved should any issue resolution be necessary.
Engagement Manager / Contractor Project Manager / Lead Analyst - Adam Green	▪ Be responsible for the day-to-day management of project initiatives. ▪ Ensure that project deliverables are completed on time and meet the Gartner quality standards. ▪ Act as the primary point of contact for the Gartner team. ▪ Work closely with DTMB to ensure that Gartner is meeting its needs.

Role	Responsibilities
Quality Assurance / Lead Architect - Manish Jyotishi	▪ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement. ▪ Ensure value through alignment of project deliverable with DTMB requirements. ▪ Provide Subject Matter Expert guidance on analysis and recommendations.
Project Consultant - Eric Klintberg	▪ Provide day-to-day consulting support for project tasks. ▪ Provide support for data collection, data analysis and recommendations for activities. ▪ Participate in deliverable creation, deliverable review and client presentations as needed. ▪ Present results to DTMB as needed.

4.0 STATE STAFFING AND RESPONSIBILITIES

The designated DTMB Project Manager is:

Denjah Harte
517-243-8795
HarteD@michigan.gov

4.1 AGENCY RESPONSIBILITIES

Infrastructure and Operations will be responsible for providing the following:

- Assist Contractor with scheduling onsite meetings with I&O staff
- Provide State resources during onsite meetings with Contractor
- Make available financial records, inventory records, design and documentation in advance of the Contractor's onsite visit(s)

5.0 PRICING

5.1 Travel and Expenses

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

5.2 PAYMENT SCHEDULE

Payment will be made following satisfactory acceptance of each task by Gartner and DTMB Project Manager.

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 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 DTMB within forty-five (45) days after receipt of properly completed invoices.

TABLE 1 – TASKS AND DELIVERABLES PRICING SCHEDULE

Tasks & Deliverables	Anticipated Start Date	Anticipated Completion Date	Contractor Staff Position Titles	Estimated Hours By Position	Total Payment
TASK 1 – INTERVIEWS					
Kickoff meeting materials/ Status Report template	8/22/2019	8/30/2019	Contractor Project Manager/Lead Analyst Project Consultant	4 8	$6,000
Deliverable I. **Inventory**	8/29/2019	9/13/2019	Contractor Project Manager/Lead Analyst Project Consultant Lead Architect Analyst Managing Partner	40 130 15 4 3	$60,000
TASK 2 – ANALYSIS					
Deliverable II. **Requirements**	9/11/2019	10/4/2019	Contractor Project Manager/Lead Analyst Project Consultant Lead Architect Analyst Managing Partner	48 110 10 4 3	$58,000
Deliverable III. **Operational Management Tools Matrix**	9/11/2019	10/4/2019	Contractor Project Manager/Lead Analyst Project Consultant Lead Architect Analyst Managing Partner	46 55 20 4 3	$45,000
Deliverable IV. **Assessment Recommendation Roadmap**	10/3/2019	11/1/2019	Contractor Project Manager/Lead Analyst Project Consultant Lead Architect Analyst Managing Partner	48 45 25 6 3	$55,000
Total Estimated Hours and Total Firm Fixed Price	N/A	N/A	N/A	**634**	**$224,000**

5.3 Investment Summary

5.3.1 Fees and Expenses

Gartner will conduct the engagement as outlined in this SOW for a firm-fixed price of $224,000. This will be billed as defined in Section 5.2.

5.3.2 Billing and Invoicing

Gartner will conduct the steps outlined in this Proposal for the firm-fixed price defined in Section 5.3.1.

Gartner will bill for the professional fees at the conclusion of each milestone upon DTMB's acceptance of the deliverable(s) for that milestone.

Gartner will invoice for the professional fees according to the following schedule:

- Completion of Kickoff meeting materials/ Status Report template and Deliverable I. Inventory - $66,000
- Completion of Deliverable II. Requirements - $65,000
- Completion of Deliverable III. Operational Management Tools Matrix - $45,000
- Completion of Deliverable IV. Assessment Recommendation Roadmap - $70,000

5.3.3 Changes to Scope

The scope of this engagement is defined by this SOW. All DTMB's requests for changes to the SOW must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise DTMB of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

As used herein, “changes” are defined as work activities or work products not originally planned for or specifically defined by this SOW.

DRAFT PROJECT SCHEDULE

The Vendor's Project Manager will be responsible for maintaining an MS Project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Outline Number	Task Name	Duration	Start	Finish	Predecessors
1	**Kickoff**	**7 days**	**Thu 8/22/19**	**Fri 8/30/19**	
1.1	Hold initial planning call and schedule Kickoff	2 days	Thu 8/22/19	Fri 8/23/19	
1.2	Identify interviews and timeframes	2 days	Thu 8/22/19	Fri 8/23/19	
1.3	Develop kickoff meeting materials	2 days	Mon 8/26/19	Tue 8/27/19	3
1.4	Kickoff meeting	1 day	Wed 8/28/19	Wed 8/28/19	4
1.5	Develop project reporting templates	2 days	Thu 8/29/19	Fri 8/30/19	5
2	**Discovery**	**12 days**	**Thu 8/29/19**	**Fri 9/13/19**	**1FS-2 days**
2.1	Gather relevant documentation and data	1 wk	Thu 8/29/19	Wed 9/4/19	
2.2	Identify and resolve gaps in data availability	7 days	Thu 9/5/19	Fri 9/13/19	8
2.3	Review documentation, discover tools and produce inventory	7 days	Mon 9/2/19	Tue 9/10/19	8FS-3 days
2.4	Conduct interviews	10 days	Mon 9/2/19	Fri 9/13/19	8FS-3 days
3	**Requirements Development**	**18 days**	**Wed 9/11/19**	**Fri 10/4/19**	**7FS-3 days**
3.1	Document business context and requirements	5 days	Wed 9/11/19	Tue 9/17/19	
3.2	Document compliance requirements	5 days	Wed 9/11/19	Tue 9/17/19	
3.3	Develop I&O tools inventory showing use, capabilities and costs	10 days	Wed 9/11/19	Tue 9/24/19	
3.4	Develop operational management matrix	5 days	Wed 9/25/19	Tue 10/1/19	13,14,15
3.5	Conduct current state validation workshop	2 days	Wed 10/2/19	Thu 10/3/19	16
3.6	Finalize inventory, requirements and tools matrix deliverables	1 day	Fri 10/4/19	Fri 10/4/19	17
4	**Gap Analysis & Recommendations**	**12 days**	**Thu 10/3/19**	**Fri 10/18/19**	**12FS-2 days**
4.1	Develop requirements by synthesizing I&O trends from Gartner's research	1 day	Thu 10/3/19	Thu 10/3/19	
4.2	Identify gaps vs. requirements; tool redundancies	4 days	Fri 10/4/19	Wed 10/9/19	20
4.3	Develop solutions for closing gaps and eliminating redundancies	3 days	Thu 10/10/19	Mon 10/14/19	21
4.4	Identify potential initiatives for action	2 days	Tue 10/15/19	Wed 10/16/19	22
4.5	Conduct recommendations validation workshop	2 days	Thu 10/17/19	Fri 10/18/19	23
5	**Roadmap & Final Report**	**10 days**	**Mon 10/21/19**	**Fri 11/1/19**	**19**
5.1	Finalize recommendations	4 days	Mon 10/21/19	Thu 10/24/19	
5.2	Prioritize initiatives	2 days	Mon 10/21/19	Tue 10/22/19	
5.3	Develop roadmap and timeline	3 days	Wed 10/23/19	Fri 10/25/19	27

5.4	Summarize in final report	2 days	Mon 10/28/19	Tue 10/29/19	28
5.5	Deliver executive presentation	1 day	Wed 10/30/19	Wed 10/30/19	29
5.6	Finalize deliverables	2 days	Thu 10/31/19	Fri 11/1/19	30

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
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 **4**
to
Contract Number **171180000000065**

CONTRACTOR	
	GARTNER GROUP INC
	12600 Gateway Blvd.
	Ft. Meyers, FL 33913
	Kristen Bixler
	317-658-7412
	kristen.bixler@gartner.com
	CV0000883

STATE			
Program Manager	Tamara Colosky	DTMB
	517-230-6684	
	ColoskyT@Michigan.gov	
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH A			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2020
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		N/A
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$1,318,931.94	$190,000.00	$1,508,931.94		

DESCRIPTION

Effective 5/22/2019, the following amendment is hereby incorporated into the contract for IT Strategic Plan Framework Services, which Gartner will provide DTMB Agency Services on behalf of the Michigan Department of Health and Human Services (MDHHS). This contract is hereby increased by $190,000.00.

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

IT Strategic Planning Support

Prepared for: Department of Technology Management and Budget (DTMB) Agency Services in support of Michigan Department of Health and Human Services (MDHHS)

May 13, 2019

Engagement Number: 330057594 | Version #2

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Table of Contents

RESTRICTED | 330057594 | Version #2 | May 13, 2019
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Gartner Engagement Objectives

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Gartner Engagement Objectives

Our Understanding of the Current Situation

- Michigan Department of Health and Human Services (MDHHS) is a strong health system with 120 local offices, dedicated staff who are passionate about their mission. DTMB Agency Services supporting MDHHS is responsible for delivering, managing and monitoring technology and technology projects.
- MDHHS' vision is "to develop and encourage measurable health, safety, and self-sufficiency outcomes that reduce and prevent risks, promote equity, foster healthy habits, and transform the health and human services system to improve the lives of Michigan families."
- In 2018, the MDHHS realigned the Business Integration Center into the Strategic Integration Administration (SIA) as a direct response to a significant IT budget shortfall. This realignment aimed to achieve more effective and efficient delivery of the department's IT projects. MDHHS Bureau of IT Support Services is the liaison between all the financial functions, SIA, and DTMB Agency Services.
- DTMB Agency Services is seeking support to quickly develop its citizen outcome-focused IT strategic plan to align IT processes and procedures with the department's 5 year roadmap.

Gartner Response

To support DTMB Agency Services' IT strategic planning efforts, Gartner can assist the Department by provide advisory services to:

- Build upon the work already underway by SIA and DTMB Agency Services
- Facilitate consensus regarding strengths, gaps and Strategic Plan priorities and next steps
- Facilitate the development of an IT Strategic Plan including:
  - A clear vision and key priority areas
  - Necessary action steps
  - Targets and measures to track, report and assess implementation efforts

Gartner recommends a four step approach:

1. Gather and review relevant background material and conduct targeted interviews to develop an IT Strategic Plan Framework (Executive Summary)
2. Work with DTMB Agency Services to understand and validate future state IT strategic vision, goals, business and technical imperatives
3. Conduct current state assessment of the IT organization's strengths and capabilities against future state IT goals and objectives; conduct gap analysis and determine preferred alternatives
4. Develop the IT Strategic Plan for DTMB Agency Services

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Statement of Work

- IT Strategic Planning Methodology
- Approach Detail
- Summary of Deliverables
- Deliverable Timeline

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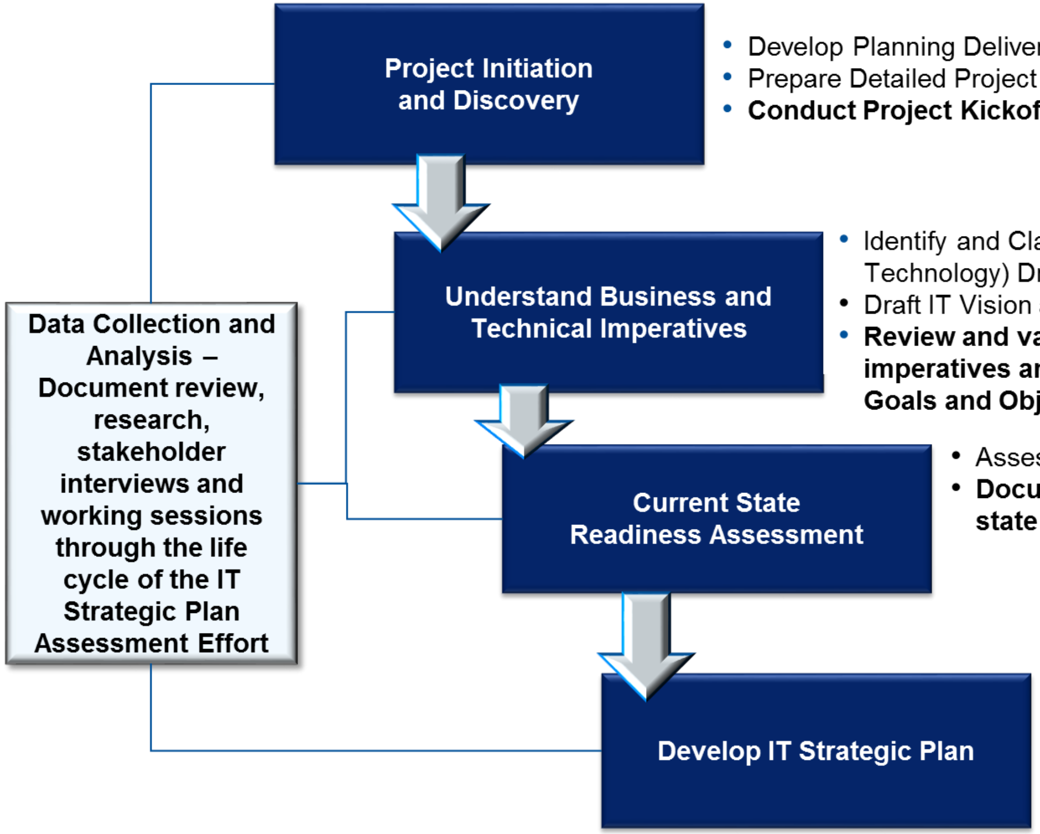
IT Strategic Planning Methodology

- Gartner will use our Health and Human Services Team's iterative methodology for IT Strategic Planning that has proven successful in HHS organizations across the country – tailored to meet Michigan's needs and expectations within the anticipated timeline



- Develop Planning Deliverables
- Prepare Detailed Project Schedule
- **Conduct Project Kickoff**

- Identify and Classify (Transformational, Process and Technology) Drivers and Imperatives
- Draft IT Vision and Future State for Technology Support
- **Review and validate business and technical imperatives and and high-level future Strategic IT Goals and Objectives**

- Assess Current State
- **Document Current State Assessment against the future state IT strategic goals and objectives**

- Define strengths and gaps to achieve IT Strategic Plan vision and future state
- Identify risks if gaps are not addressed
- Identify alternatives for addressing gaps and risks along with weighted criterial to analyze alternatives
- Prioritize and rank order alternative approaches
- Identify viable alternatives and go forward recommendations
- **Document IT Strategic Plan**

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Gartner

Tailored Approach for DTMB Agency Services

- Based on Gartner's understanding of the requirements for the development of an IT Strategic Plan for DTMB Agency Services supporting MDHHS, including the need to meet a specific timeline, we have tailored our strategic planning approach and propose to:
  - ***Establish the IT Strategic Plan Foundation*** – Gartner will first develop a foundational IT Strategic Plan Framework that will guide the creation of the IT strategic plan
  - ***Define the To-Be IT Vision, Goals, and Business and Technical Imperatives***
    - In order to ensure that the IT strategies for DTMB Agency Services are rooted in the business and technical needs of the Department, Gartner will document the To-Be IT vision, goals, business and technology imperatives. These imperatives will be categorized as 1) Transformation, 2) Process, and 3) Technology
    - Using these categorized imperatives, Gartner will work with DTMB Agency Services to develop their future state strategic IT goals and objectives
  - ***Conduct Current State Readiness Assessment and Gap Analysis***
    - With the target state defined, Gartner will baseline the current state of DTMB Agency Services' IT organization across four domains: Vision and Strategy, Governance and Program Management, Organization and Staffing, and Portfolio of Products (Technologies) and Initiatives
    - Gartner will conduct a gap analysis and work with DTMB Agency Services to identify recommendations and alternatives to address the gaps between the Current State and the Target State; validate these recommendations and determine the preferred alternatives
  - ***Develop IT Strategic Plan***
    - Gartner will define specific and actionable initiatives and workstreams, and will work with DTMB Agency Services to prioritize them against the criticality to the vision/mission and the level of urgency
    - Once the priorities of the initiatives and workstreams are defined, Gartner will draft the DTMB Agency Services IT Strategic Plan

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Approach Overview

1 Project Initiation and IT Strategic Plan Foundation

Gartner Activities

- Identify discovery documents and key stakeholders
- Conduct project kick-off
- Begin Discovery – Conduct Documentation Review
- Conduct Stakeholder Discovery Interviews
- Develop a foundational IT Strategic Plan Framework that will guide the creation of the IT strategic plan

Deliverables

- Kick-off presentation
- IT Strategic Plan Framework (Executive Summary)

Duration

- 2 weeks

2 To-Be IT Vision, Goals and Imperatives

Gartner Activities

- Develop draft IT Vision and Goals
- Develop draft Business and Technical Imperatives
- Conduct half-day Working Session to Validate the IT Vision, Goals and Imperatives

Deliverables

- To-Be IT Vision and Goals, Business and Technical Imperatives

Duration

- 2 weeks

3 Current State IT Readiness Assessment and Gap Analysis

Gartner Activities

- Define Current State status of the Defined IT Assessment Domains
- Facilitate working session to review and validate the Current IT State Assessment
- Finalize Current State IT Readiness Assessment
- Identify Strengths and Gaps for Achieving Vision and Future State
- Develop Recommendations and/or Alternatives to Address Gaps
- Facilitate working session to review and validate the Gap Analysis, Recommendations and Alternatives

Deliverables

- Current State IT Readiness Assessment
- Gap Analysis

Duration

- 3 weeks

4 IT Strategic Plan

Gartner Activities

- Create Initiative Framework for Each Work Stream
- Draft Actionable IT Strategic Plan
- Facilitate Two full-day Working Sessions to Review and Validate Actionable Plan for Key Initiatives
- Finalize IT Strategic Roadmap

Deliverables

- IT Strategic Plan

Duration

- 3 weeks

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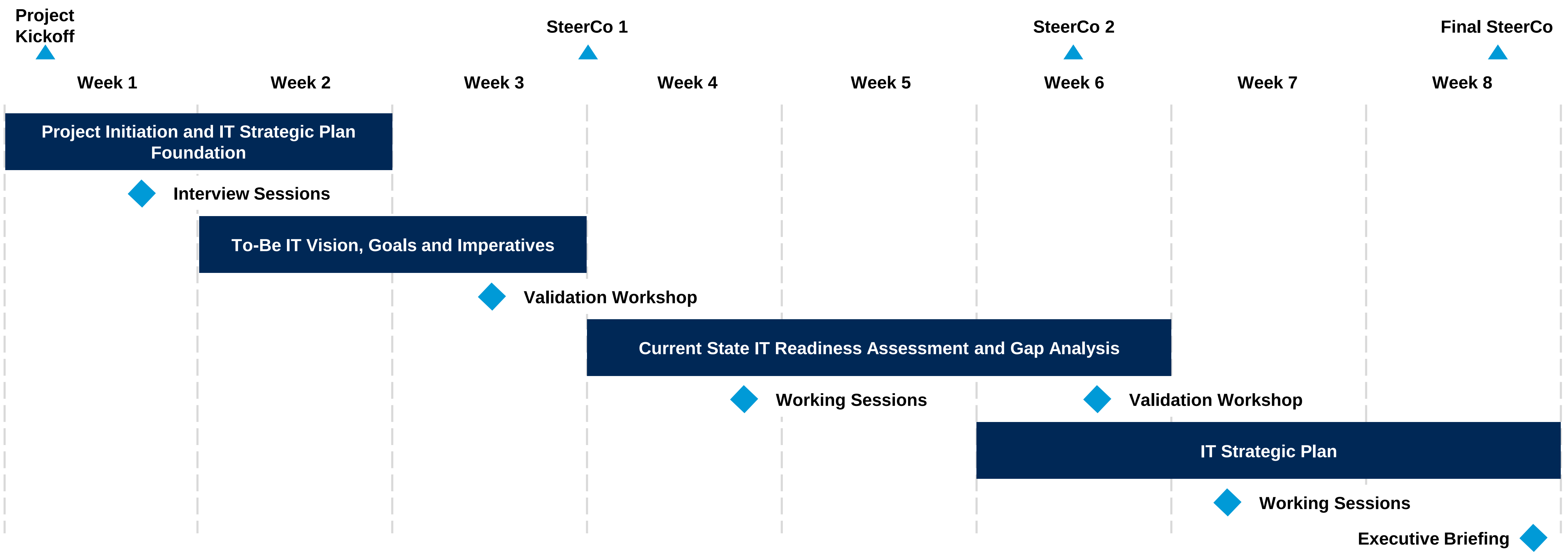
Project Plan Overview

Gartner anticipates completion of this engagement within 8 weeks, as detailed in the following figure. This schedule is dependent on the assumptions included in this Statement of Work (SOW).



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Task 1: Project Initiation and IT Strategic Plan Foundation

Objective

- Ensure Gartner and the DTMB Agency Services project team are aligned on the purpose, and timeline of the Gartner engagement
- Identify the sources of data for the data discovery work
- Develop a foundational IT Strategic Plan Framework that will guide the creation of the Strategic Plan

Activities Performed by Gartner

- Conduct Kick-off session with the project team to review project objectives, approach and methodology and timeline. Identify responsibilities of all project team members and participants for requirements gathering and working sessions
- Begin data discovery – identify key stakeholders and identify discovery documents
- Conduct up to 10 interview sessions, including individual and group interviews
- Develop framework for IT Strategic Plan

Deliverable(s)

- Kick-off presentation
- DTMB Agency Services IT Strategic Plan Framework (Executive Summary)

Time Frame

- 2 weeks

DTMB Agency Services' Responsibilities and Participants

- Provide Core Project Team
- Provide access to documentation in electronic format, attend interviews and kick-off
- Conduct deliverable review

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Task 2: To-Be IT Vision, Goals and Imperatives

Objective

- Define IT vision, goals and business and technical imperatives for DTMB Agency Services

Activities Performed by Gartner

- Based on documentation review and interviews, document IT vision, strategic goals, business and technical imperatives
- Develop material and conduct working session focusing on validation of the To-Be IT vision, goals and imperatives

Deliverable(s)

- To-Be IT Vision and Goals, Business and Technical Imperatives

Time Frame

- 2 weeks

DTMB Agency Services' Responsibilities and Participants

- Participate in validation session
- Conduct deliverable review

Transformation

1. Client-Centric Operations (Person / Family Centered)
2. Data Quality
3. Data Access
4. Decision Support
5. Billing
6. Transparent and Participative Decision Making and Governance
7. Funding Opportunities
8. Sustainability

Process

9. Process Efficiency
10. Program and Vendor Integrity
11. WIC EBT Support
12. Procurement Standards
13. Vendor Management

Technology

14. Enterprise Technology Approach
15. Robust Network Infrastructure
16. Security

SAMPLE

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Task 3: Current State IT Readiness Assessment and Gap Analysis

Objective

- Assess the IT capabilities to understand alignment with business and technical imperatives and future state IT goals, current departmental governance, IT resources, enterprise environment and capabilities

Activities Performed by Gartner

- Using the information gathered from the documents and interviews, conduct assessment of current strength and capabilities across four of Gartner's standard domains:
  - Vision and Strategy
  - Governance and Program Management
  - Organization and Staffing
  - Portfolio of Products and Initiatives
- Conduct a working session focusing on a validation of the IT Readiness Assessment
- Conduct gap analysis against the future state
- Define recommendations to address the gaps and achieve the target state and define alternatives where applicable to support moving to the target state
- Conduct working session to validate gap analysis, select preferred alternatives and recommendations

Deliverable(s)

- Current State IT Readiness Assessment
- Gap Analysis

Time Frame

- 3 weeks

DTMB Agency Services' Responsibilities and Participants

- Participate in validation sessions
- Conduct deliverable review

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Current State IT Readiness Assessment and Gap Analysis
Assessment Methodology

1. Current State Assessment

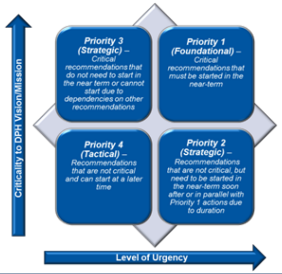
- Based on an understanding or current strengths and challenges, define current and target level of readiness across the five assessment domains to move towards the Future State

2. Gap Analysis

- Identify the gaps between the current and target level of readiness for the Future State

3. Recommendations and Prioritization

- Define recommendations to achieve the target "Readiness Level" and define alternatives where applicable to support moving to the Future State
- Prioritize recommendations to determine what is most critical to the State



Assessment Domains

Vision and Strategy	Governance and Program Management	Organization and Staffing	Portfolio of Projects and Initiatives
Shared vision and agreed upon IT Strategy to achieve the organization's Vision and Key Performance Indicators	Effectively managing and delivering IT technology projects in a well coordinated and integrated manner and making and enacting decisions in a timely and effective manner	Well designed and managed organization structures including the roles, skill sets and responsibilities essential to facilitate the technology program's delivery of projects	Prioritizing and effectively managing a portfolio of projects aligned with the Vision and IT Strategy of the organization as well as retirement or closure of non-essential projects

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Task 4: IT Strategic Plan

Objective

- Develop an actionable IT Strategic Plan and mechanisms to track progress against its initiatives and workstreams

Activities Performed by Gartner

- Based on the decisions made in the prior step, document a draft IT Strategic Plan that includes:
  - Detailed description of IT initiatives required to address taps
  - Detailed description of workstreams required to complete IT initiatives
  - Schedule with identified interdependencies
- Document the IT Strategic Plan
- Facilitate working sessions to review and validate actionable plan for key initiatives
- Finalize IT Strategic Plan

Deliverable(s)

- DTMB Agency Services IT Strategic Plan

Time Frame

- 3 weeks

DTMB Agency Services' Responsibilities and Participants

- Participate in validation session
- Conduct deliverable review

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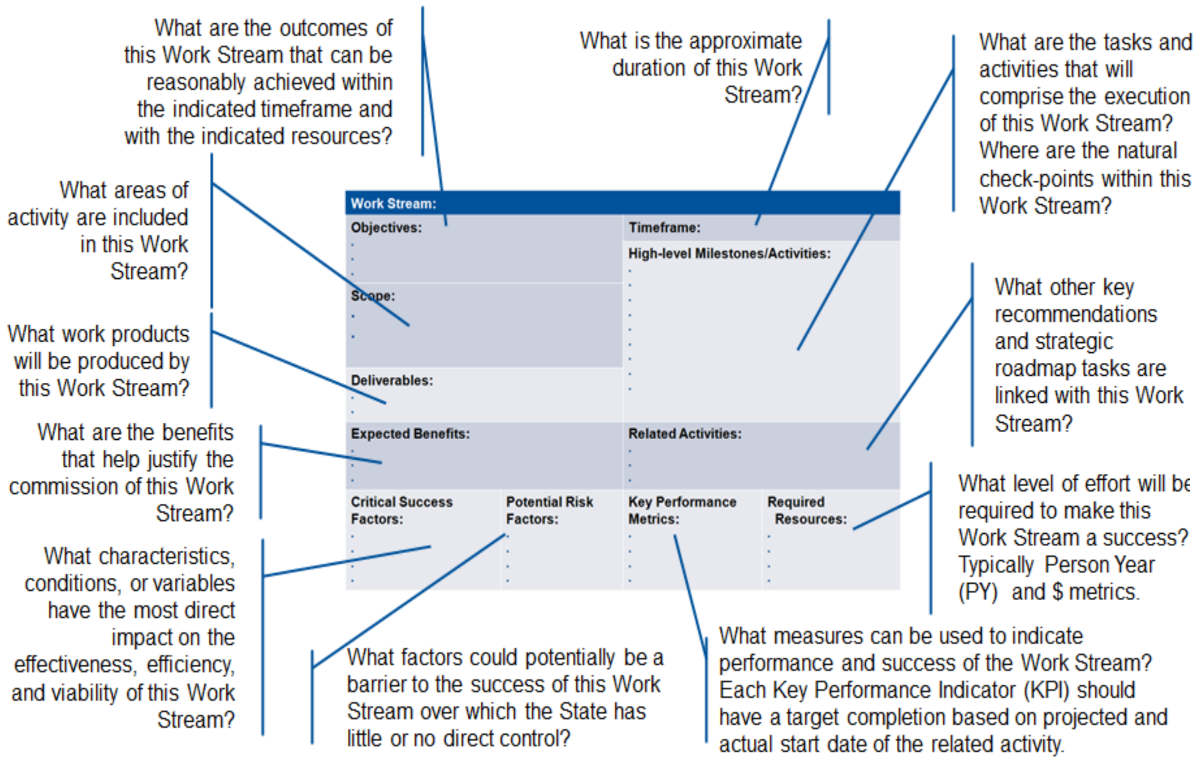
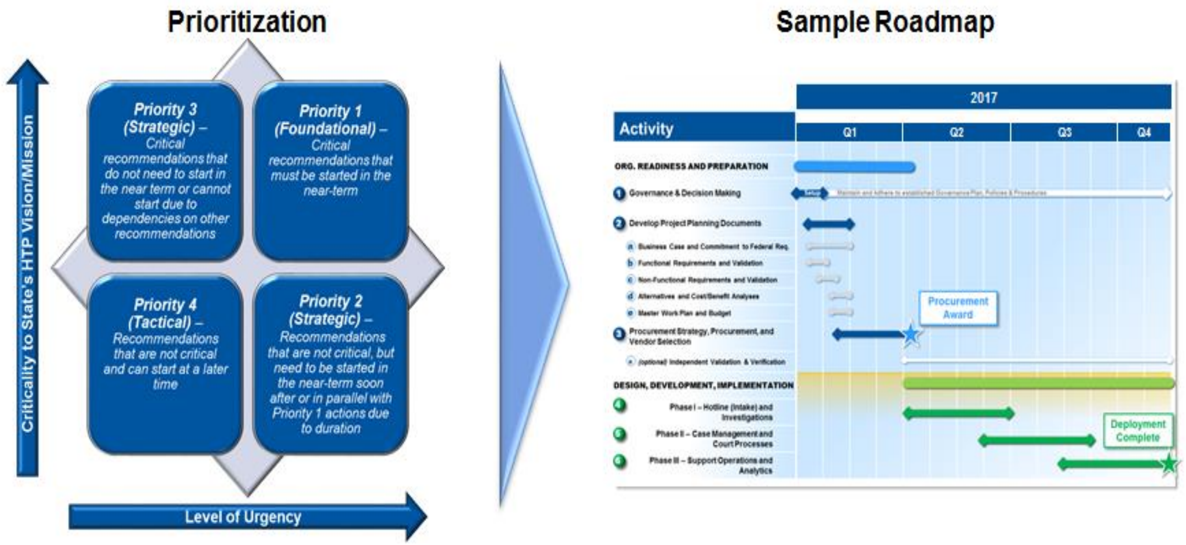
IT Strategic Plan
Sample Deliverable

Initiative workstream Mini-Charter



Mapping Priorities to Roadmap/Plan



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Summary of Deliverables

Step	Deliverables
Project Initiation and IT Strategic Plan Foundation	▪ Kick-off presentation ▪ DTMB Agency Services IT Strategic Plan Framework (Executive Summary)
To-Be IT Vision, Goals and Imperatives	▪ To-Be IT Vision and Goals, Business and Technical Imperatives
Current State IT Readiness Assessment and Gap Analysis	▪ Current State IT Readiness Assessment ▪ Gap Analysis
IT Strategic Plan	▪ DTMB Agency Services IT Strategic Plan

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Deliverable Timeline

- The work outlined in this Scope of Work will be completed between May 20, 2019 and July 5, 2019
  - The IT Strategic Plan Framework (Executive Summary) will be delivered in May
  - The IT Strategic Plan will be delivered in early July
- Scheduling is dependent on availability of documentation and stakeholders, actual project start, and the assumptions included in this Statement of Work (SOW)

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Project Team and Logistics

- Project Team Overview
- Assumptions: DTMB Agency Services Participation
- Logistics

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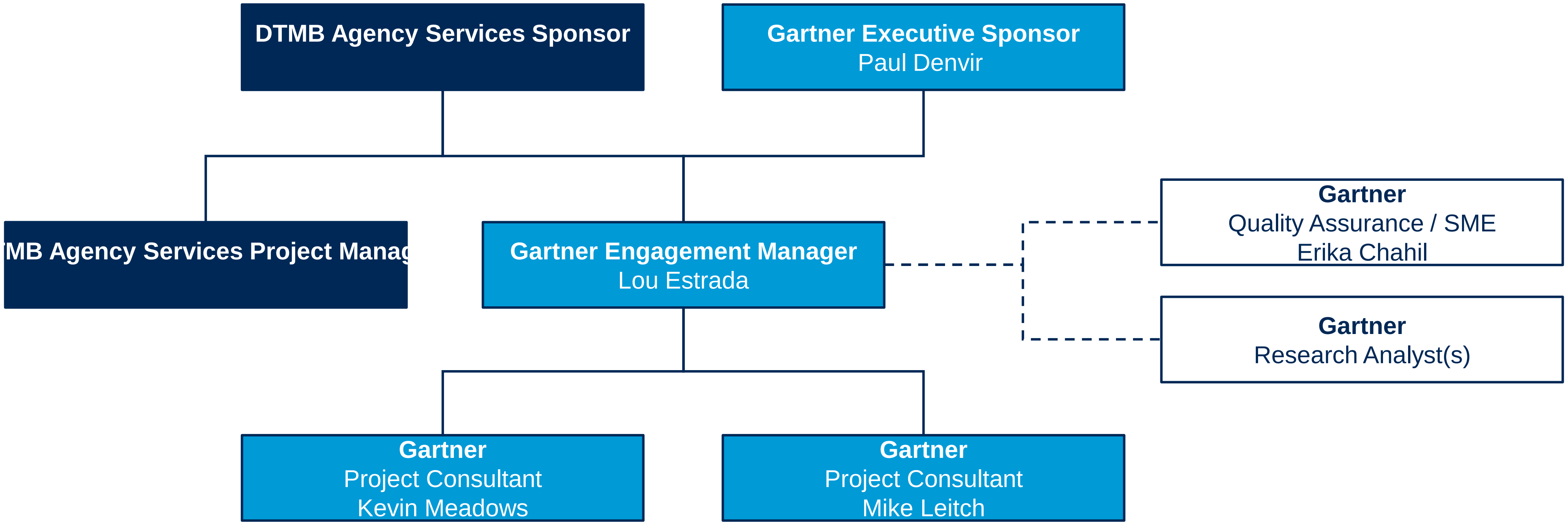
Project Team Overview
Organization Chart

Gartner has created an organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise.



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Project Team Overview
Gartner Roles and Responsibilities

Functional Role	Responsibilities
Executive Sponsor Paul Denvir	▪ Ensure that Gartner activities support DTMB Agency Services' goals. ▪ Build and maintain a long-standing relationship with DTMB Agency Services. ▪ Provide high-level oversight to the engagement and become more heavily involved should any issue resolution be necessary.
Engagement Manager Lou Estrada	▪ Be responsible for the day-to-day management of engagement initiatives. ▪ Ensure that deliverables are completed on time and meet the Gartner quality standards. ▪ Act as the primary point of contact for the Gartner team. ▪ Work closely with DTMB Agency Services to ensure that Gartner is meeting its needs.
Project Consultant(s) Kevin Meadows Mike Leitch	▪ Provide day-to-day consulting support for project steps. ▪ Provide support for data collection, data analysis and recommendations for activities. ▪ Participate in deliverable creation, deliverable review and client presentations as needed. ▪ Present results to DTMB Agency Services as needed.
Quality Assurance / Subject Matter Expert Erika Chahil	▪ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement.
Research Analyst(s)	▪ Support the core project team by providing a context-sensitive perspective to issues specific to DTMB Agency Services based on Gartner industry-leading research. ▪ Participate in analysis and comparisons, and review deliverables as needed.

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Project Team Overview
Gartner Account Partners

Gartner Account Partners will work closely with the delivery team throughout the engagement:

- Account Executives will ensure that the value delivered through this engagement is seamlessly integrated with all Gartner programs.
- The body of Gartner Research and partnership with Analysts will ensure that recommendations and outcomes are aligned with Gartner Research frameworks.
- Partnership across this team will ensure that the recommendations from this engagement are actionable through ongoing Gartner services.

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Assumptions
DTMB Agency Services Participation

The deliverables, schedule and pricing in this SOW are based on the following assumptions:

DTMB Agency Services Participation

- DTMB Agency Services will designate a project manager to act as the primary point of contact for this engagement. DTMB Agency Services' project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.
- The work effort described in this SOW assumes DTMB Agency Services' personnel are available to assist in the manner defined in this SOW. In the event that DTMB Agency Services' personnel are not available, a change of scope may be necessary.
- DTMB Agency Services will review and approve documents within five business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by DTMB Agency Services.
- DTMB Agency Services will schedule DTMB Agency Services resources for engagement activities and provide meeting facilities as necessary.
- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and to ensure a culture of continuous improvement of process and best practice.

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Assumptions
Data Collection and Key Personnel

Data Collection

- The due diligence (as-is) data are reasonably available via interviews and documentation review.
- DTMB Agency Services will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.
- All data collection and interviews/workshops will take place via telephone or in person at location as described in this SOW and/or as agreed to at the project kickoff.

Key Personnel

- Key personnel provided in this SOW are included solely for illustrative purposes and do not indicate the commitment of a specific named associate. Upon signing of a contract, we will identify those associates with the appropriate skills and background to deliver fully on the undertakings defined in the SOW.
- In the event that unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform DTMB Agency Services as soon as reasonably possible and substitute appropriate associates with comparable skills.

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Assumptions
Place of Performance, Deliverables and Changes to Scope

Place of Performance

- Except for meetings and workshops for this SOW, all Gartner services will be performed at Gartner locations.
- Office space, telephones, printing/copying services and access to the open internet will be made available on a reasonable basis to Gartner at DTMB Agency Services locations for onsite time.

Deliverables and Changes to Scope

- Any requests for additional information or resource (beyond the details described in the steps above) that are made by DTMB Agency Services will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this SOW).
- All deliverables will be developed using Microsoft products (e.g., Word and PowerPoint).

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Terms

- Investment Summary
- Changes to Scope
- Additional Terms & Conditions
- Authorization

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Investment Summary: Fees and Expenses
Advisory Services

Gartner will conduct the consulting engagement outlined in this SOW for a firm-fixed price $190,000. The pricing milestones, as well as the pricing for the Individual Access Advisor license are provided in the table below.

Description	Deliverables	Cost
DTMB Agency Services IT Strategic Planning Support:		
Project Initiation and IT Strategic Plan Foundation	▪ Kick-off presentation ▪ IT Strategic Plan Framework (Executive Summary)	$40,000
To-Be IT Vision, Goals and Imperatives	▪ To-Be IT Vision and Goals, Business and Technical Imperatives	$40,000
Current State IT Readiness Assessment and Gap Analysis	▪ Current State IT Readiness Assessment ▪ Gap Analysis	$50,000
IT Strategic Plan	▪ IT Strategic Plan	$60,000
	Sub-Total:	**$190,000**
Individual Access Advisor license		**$30,200**
	Total:	**$220,200**

*Assuming a June 2019 contract start, the price will be prorated.

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Investment Summary (2 of 2)
Pricing Assumptions

- Gartner's cost estimate is both reasonable and realistic. Our rates are reasonable for the following reasons:
  - Gartner's consulting staff rely heavily on Gartner's research. Our consultants utilize the research in a variety of ways, including leveraging the content directly and including it in Gartner deliverables. Consultants will also have the analysts participate directly by reviewing deliverables or taking part in the project directly. Each use of research provides significant value, and comes with a real opportunity cost. This resource is built into our hourly rates
  - Gartner comes to the table with a complete set of tools and templates developed through prior projects and applied subject matter expertise. This enables more-effective use of resources by both Gartner and DTMB Agency Services, which results in fewer hours required to complete steps and deliverables and less risk of rework or wasted effort
  - Gartner does not charge for administrative or contracts management. Our administrative and secretarial personnel, our contracts management personnel, and our editors, graphics and production staff are all funded from overhead
- Gartner Consulting is a senior-leveraged Consulting practice. Our fees represent our years of experience performing similar work for analogous clients, our ability to apply lessons learned to mitigate risk, and experience working directly with senior stakeholders to achieve real results for our clients' key initiatives.

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STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
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 **3**
to
Contract Number **171180000000065**

CONTRACTOR	
	GARTNER GROUP INC
	12600 Gateway Blvd.
	Ft. Meyers, FL 33913
	Kristen Bixler
	317-658-7412
	kristen.bixler@gartner.com
	CV0000883

STATE			
	Program Manager	Tamara Colosky	DTMB
		517-230-6684	
		ColoskyT@Michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH AND ADVISORY SERVICES (IT-RAS) - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,213,931.94	$105,000.00	$1,318,931.94

DESCRIPTION

Effective 3/28/2019, this contract is hereby increased by $105,000 and the following statement of work is incorporated to provide an independent assessment to assist the Department of Insurance and Financial Services (DIFS) with options analysis and strategy development to determine the best course of action for modernization/replacement of its core business system, OBase.

Gartner Solution and Investment Schedule
Milestone /Cost
Task 1 – Project Planning, Initiation and Kickoff: $14,000
Task 2 – Setting Business Context: $37,000
Task 3 – Conduct Market Scan: $30,000
Task 4 – Alternative Analysis: $24,000
Total Investment:$105,000

Please note the Contract Administrator has been changed to Matt Weiss and the Contractor's point of contact has been changed to Kristen Bixler.

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

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

IT-RAS Pre-Qualification Services Request

Project Title: **IT Modernization – Market Scan**	**Period of Coverage:** **1/14/2019 – 09/30/2019**
Requesting Department: **Department of Insurance and Financial Services (DIFS)**	**Date:** **12/20/2018**
Agency Project Manager: **Cathy Howard**	**Phone:** **517-284-8676**
DTMB Project Manager: **Diane Alexander**	**Phone:** **517-284-8656**

BACKGROUND

The Michigan Department of Insurance and Financial Services (DIFS) is responsible for regulating Michigan's financial industries including consumer finance, financial institutions, and insurance. The mission of the Department is to provide a business climate that promotes economic growth while ensuring that the insurance and financial services industries are safe, sound and entitled to public confidence. In addition, the Department provides consumer protection, outreach and education services to Michigan citizens.

The Michigan Department of Insurance and Financial Services (DIFS) utilizes an aging PowerBuilder system, referred to as “OBase,” to execute many of its critical business functions.

While improvements have been made to the system, including small online applications to extend functionality, there is a need to analyze options for modernization and develop a strategy to take advantage of new features and to minimize the risk of remaining on a legacy platform.

The Contractor will provide an independent assessment to assist DIFS with options analysis and strategy development to determine the best course of action for modernization/replacement of its core business system, OBase.

SCOPE

The Contractor will conduct interviews, perform a market scan, and provide the Michigan Department of Insurance and Financial Services with a final report detailing their assessment of DIFS's current IT system and recommendations on moving forward with modernization efforts. This recommendation will be based on the Contractor's ability to understand market drivers and competitive trends, as well as have a good understanding of DIFS's business needs and functionality currently provided by its existing IT system.

This report will be completed no later than 8 weeks from the start of the project. This project will be divided into four tasks:

1. Project Initiation
2. Setting Business Context
3. Conduct a Market Scan
4. Alternative Analysis (including COTS offerings, new development or some combination of both)

1. TASKS

Task 1: Project Initiation

Objective:

Work closely with DIFS to set the foundation for a successful project that is delivered on time, within budget and meets DIFS's objectives via a kick-off meeting. At the end of the kick-off meeting, a mutually agreed upon project schedule will be provided to the State. It is expected that this task will be completed within one business day of the kick-off meeting.

Deliverables:

Kick-off Materials
Stakeholder List
Project Timeline

Acceptance:

This meeting will occur within two (2) weeks from purchase order issuance. Materials will be delivered to the State within one week after the kick-off meeting.

Task 2: Setting Business Context

Objective:

Understand DIFS business and technology objectives, current state and business drivers, and develop a vision for the future state solution by conducting interviews, evaluating the current state of OBase and other related systems, and developing DIFS's business capability model to assist with aligning applications to those business capabilities.

Deliverables:

Business Capability Model
Future State Vision Workshop materials

Acceptance:

Deliverables will be finalized no later than four (4) weeks after interviews have been conducted. Relevant material for the interviews will be presented to the State no later than one week prior to the scheduled interviews.

Task 3: Conduct Market Scan

Objective:

Conduct market scan to determine potential solution options for the new system and determine how solution options will be evaluated. Duties will include: identifying target state solution options, evaluating at least four (4) vendor offerings to determine fit to DIFS requirements and objectives, contact up to five (5) comparable agencies in other states to understand how they are addressing IT solution requirements, determining solution evaluation criteria and associated weights, and conducting a validation workshop. It is the State's intention that these activities will take no longer than 6 weeks to perform.

Deliverables:
High Level Market Scan
Solution Evaluation Framework

Acceptance:
Deliverables have been agreed upon and workshop has been conducted. Acceptance will be mutually agreed upon in writing at the kick-of meeting.

Task 4: Alternatives Analysis
Objective:
Identify the solution option that will support the new system and identify initiatives / activities that will support the implementation of the new system.

Deliverables:
Analysis of Solution Options
Final report including roadmap

Acceptance:
Deliverables have been received no later than two (2) weeks after Task 4 has been completed and have been considered accepted by the State's Project Manager.

2. Acceptance

2.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

1. Deliverables were received as agreed upon
2. Deliverables were received per the requirements outlined above

2.2. Final Acceptance

All the deliverables have been received per the requirements of the Contract.

3. Staffing

3.1. Contractor Representative

The Contractor will appoint a project manager specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. {the "Contractor Representative").

The Contractor will notify the Contract Administrator at least three (3) business days before removing or assigning a new Contractor Representative.

3.2. Work Hours

The Contractor will provide Contract Activities during the State's normal working hours Monday - Friday, 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

3.3. Key Personnel

The Contractor will appoint specific individuals as key personnel who will be directly responsible for the day- to-day operations of the Contract ("Key Personnel"). Key personnel roles are as follows:

Engagement Manager
Subject Matter Expert
Project Consultant

Key Personnel will be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 24 hours.

Contractor's Key Personnel will be on-site for interviews, conducting workshops and reviewing deliverables at 530 West Allegan Street, Lansing, MI.

The State has 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, introduce the individual to the State's Project Manager, and 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. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this 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"). An Unauthorized Removal 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. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

3.4. Disclosure of Subcontractors

The Contractor will disclose any subcontractors assigned to this project.

This subcontractor's duties may include:

- Providing subject matter expertise throughout the engagement
- Participating in data collection, analysis, deliverable creation, and client presentations
- Ensuring that Contractor activities support the DIFS's goals
- Participating as facilitator in working sessions and executive briefings

3.5. Security

The Contractor will be subject to the following security procedures:

- Resources for this project will complete the Michigan Department of Insurance and Financial Services' security training.
- The Contractor will be held to the Safeguard Requirements of Confidential Data.

The State may require the Contractor's personnel to wear State issued identification badges.

4. Project Management

This project will be managed by the State Project Managers:

Diane Alexander
DTMB Agency Services supporting DIFS
530 West Allegan St
Lansing, MI 48933
517-284-8656
AlexanderD@michigan.gov

Cathy Howard
DIFS Office of Financial and Administrative Services
530 West Allegan St
Lansing, MI 48933
517-284-8676
HowardC8@michigan.gov

4.1. Project Plan

The Contractor will carry out this project under the direction and control of the Project Manager. Within one business day of the issuance of the Purchase Order, the Contractor will submit a project plan to the Project Manager for final approval. The plan will include: (a) the Contractor's list with names and title of personnel assigned to the project, which will align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

4.2. Meetings

The Contractor will attend the following meetings:

1. Kick-off Meeting
2. Interviews
3. Presentation of materials
4.

The State may request other meetings, as it deems appropriate.

4.3. Reporting

1. A bi-weekly progress report will be submitted to DIFS and State of Michigan Project Manager throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report will contain the following:

2. **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.

3. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.

4. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the request will be a Purchase Order.

6. Invoice and Payment

6.1. Invoice Requirements

All invoices submitted to the State will include: (a) date; {b) purchase order; (c) quantity; {d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

6.2. Payment Methods

The State will make payment for Contract Activities by EFT.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
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 **2**
to
Contract Number **171180000000065**

CONTRACTOR	
	GARTNER GROUP INC
	12600 Gateway Blvd.
	Ft. Meyers, FL 33913
	Erol Piskin
	616-920-7179
	erol.piskin@gartner.com
	CV0000883

STATE			
	Program Manager	Tamara Colosky	DTMB
		517-230-6684	
		ColoskyT@Michigan.gov	
	Contract Administrator	Garrick Paraskevin	DTMB
		(517) 284-6993	
		paraskeving@michigan.gov	

CONTRACT SUMMARY

PRE-QUAL PROGRAM INFORMATION TECHNOLOGY RESEARCH AND ADVISORY SERVICES (IT-RAS) - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		September 30, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,086,352.94	$127,579.00	$1,213,931.94

DESCRIPTION

Effective 10/15/2018, this Contract is increased by $127,579.00 for consulting services to support the validation of requirements, solicitation strategy, and review and validation of the selected solution supporting the IT modernization project for the processes and systems that support Michigan's Department of Environmental Quality (DEQ) Drinking Water and Municipal Assistance Division (DWMAD) Public Water Supply and Environmental Health programs, per the attached Statement of Work (SOW).

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

A Proposal for

Michigan Department of Environmental Quality

IT Modernization Project Solution Validation

Department of Environmental Quality

4 October 2018

Engagement: 330050637

Solicitation Number: 180000003344

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Gartner

Table of Contents

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1.0 Introduction

The Michigan Department of Environmental Quality (DEQ) Drinking Water and Municipal Assistance Division (DWMAD) has initiated a modernization program to review the processes and systems that support their Public Water Supply and Environmental Health programs. Additionally, the federal Environmental Protection Agency has initiated a program to migrate from the Safe Drinking Water Information System (SWDIS) State system to SWDIS Prime system. As part of the modernization effort DWMAD wants to migrate to the SWDIS Prime system. Additional it also wants improve its internal systems to:

- Implement the Compliance Monitoring Data Portal for submittal of electronic lab data
- Transition from paper to electronic submission of applications and reports
- Improve tracking of compliance activities
- Implement single sign-on access across multiple DWMAD programs
- Increase access to program data for stakeholders including program staff, local health departments and the regulated community
- Increased public access to drinking water and environmental health information
- Improve analytics for predictive and monitoring analysis of drinking water and environmental health data

The critical nature of this initiative is self-evident given the need to ensure access to safe drinking water for the public. Furthermore, this effort is challenged by the need to evaluate a myriad of technology options available to DWMAD. There are numerous technologies, vendors and system integrators that could potentially support DWMAD. Additionally, there are solution delivery options, such as the cloud and Software-as-a-Service, which should be evaluated. It is important to understand the tradeoffs between different solution options as this new system will have a significant impact on DWMAD's ability to meet its mission.

To help navigate these challenges DWMAD needs an experienced partner to work hand in hand with. We believe that Gartner is the right partner to help DWMAD select the optimal solution to address its needs because we bring:

- A team of seasoned consultants that has worked with multiple agencies to support their IT modernization efforts. For example, our proposed engagement manager, Carlos Doig, has led multiple projects supporting IT modernization efforts. As previously mentioned, Mr. Doig, work with the Michigan Department of Treasury on an evaluation of alternative solution options for the GAL system. Another project that Mr. Doig led was the Michigan One Stop Strategic Plan and Roadmap project. Michigan One Stop was a public portal that was intended to provide a centralized location to submit, manage and renew Michigan permits, registrations and licenses. Given issues with adoption of the portal, Mr. Doig developed a strategic plan and roadmap to refocus the portal to better meet citizen needs.
- A dedicated *Center of Excellence (COE) for Licensing, Permitting & Regulatory Services* that focuses on assisting regulatory agencies to achieve their business and technology goals. Over 28 Gartner associates comprise this COE and our proposed SMEs, Christina Rinaldi and Larry Cooper, are senior leaders of the COE. This COE integrates all of Gartner Consulting's experience helping regulatory agencies assess alternative technology solutions and procuring them. The COE has significant understanding of the

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vendor marketplace and collaborates with Gartner Research in developing research notes for this space.

- Gartner has significant experience helping Michigan and other States agencies address their IT modernization efforts. Gartner has conducted more than 300 relevant engagements in the last five years including more than 200 for public sector organizations. In addition, Gartner has completed 19 projects with State of Michigan public sector clients. We know how to successfully work with public sector clients to achieve their IT Modernization goals.
- Unmatched insight into the IT and vendor marketplace through Gartner's Research. Our consulting teams benefit from quick access to over 135,793 unique research documents across 1,372 technology and business topics. Additionally, our more than 2000+ research analysts are critical members of our consulting team providing insights into emerging trends and vendors.
- Gartner's unmatched objectivity and independence. Gartner has been a trusted advisor since 1979. We're not obligated to any external agenda or influenced by any third party. DWMAD can have the highest confidence that our findings and recommendations are based solely on their best interests.

Our proposal describes how we will work with DWMAD to address this critical initiative that will significantly improve DWMAD's ability to meet its goal of protecting Michigan's citizens by ensuring access to safe drinking water.

2.0 Project Team

2.1 Project Team Overview

We are proposing a highly skilled and experienced team for this project. They have completed multiple engagements similar to this one where we have supported public sector clients with assessing solution options, developing solicitation documents and supporting vendor evaluation. Please see section 11.1 for biographies for each proposed team member.

Table 1. Proposed Personnel Skills and Experience

Project Team Member	Years' Experience	Requirements Development	Analysis of Soln. Options	RFP Development	Vendor Evaluation	Public Sector Experience
Paul Denvir, Gartner Executive Sponsor	22+	X	X	X	X	X
Lou Estrada, Engagement Manager	17+	X	X	X	X	X
Christina Rinaldi, SME	13+	X	X	X	X	X
Larry Cooper, SME	19+	X	X	X	X	X
Blaire Merket, Project Consultant	4+	X	X			X

Gartner has created an organization structure for this project that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise. The key roles and proposed individuals for the Gartner team are shown in the figure that follows.

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Figure 1. Project Team

2.2 Roles, Responsibilities and Allocation of time

The table below describes the roles, responsibilities and allocation of time to this engagement.

Figure 2. Project Roles, Responsibilities and Allocation of time

Gartner Associate	Role	Responsibilities	Allocation of time
Paul Denvir	Gartner Executive Sponsor	■ Ensure that Gartner activities support Treasury goals ■ Build and maintain a long-standing relationship with Treasury	About 5% over the duration of the project
Lou Estrada	Engagement Manager	■ Lead the day-to-day execution of project tasks ■ Lead data collection, analysis, deliverable creation and client presentations	About 50% over the duration of the project
Christina Rinaldi Larry Cooper	Licensing, Permitting and Regulatory Subject Matter Expert / Quality Assurance	■ Provide Licensing, Permitting and Regulatory subject matter expertise as needed throughout the engagement ■ Participate in data collection, analysis, deliverable creation, and client presentations ■ Provide quality assurance review of Gartner activities and deliverables throughout the engagement	About 10% over the duration of the project

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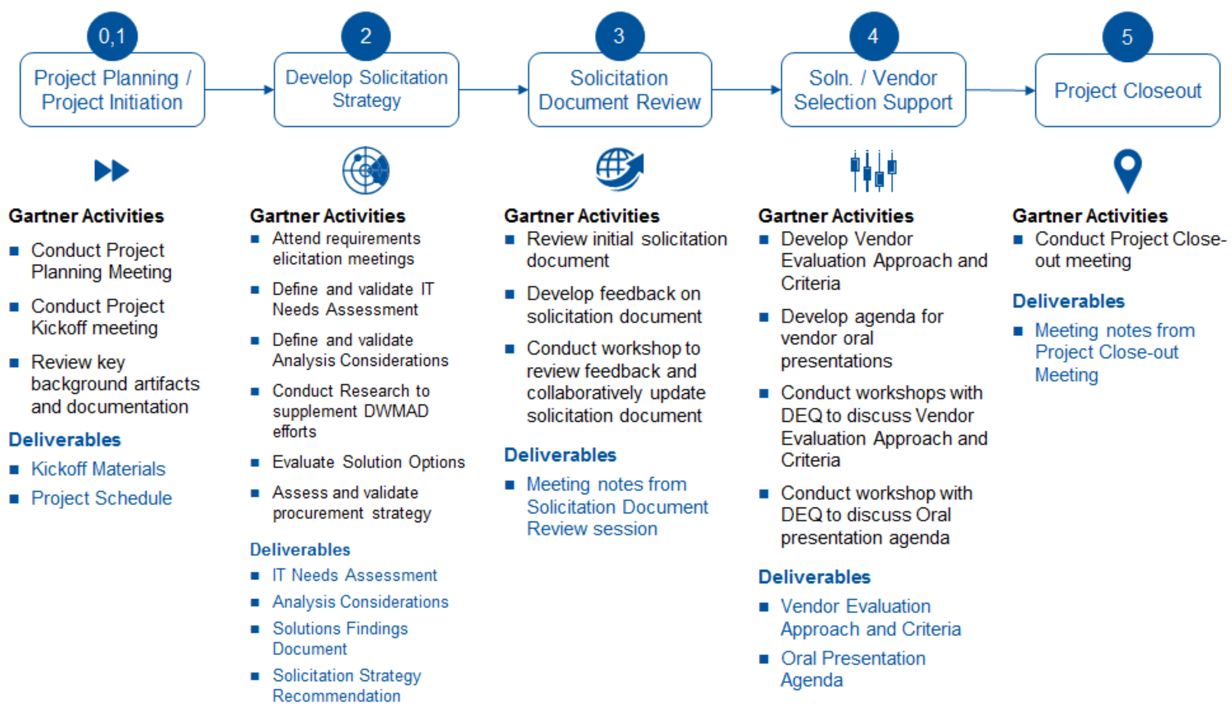
Gartner Associate	Role	Responsibilities	Allocation of time
Blaire Merket	Project Consultant	■ Participate in day-to-day project activities ■ Provide subject matter expertise as needed throughout the engagement ■ Participate in data collection, analysis, deliverable creation, and client presentations	About 50% over the duration of the project

3.0 Project Approach

3.1 Approach Overview

Please see Figure 3 below for an overview of our approach to this project. We have tailored our approach to address DWMAD's specific needs as described in the RFP and to ensure that we focus on the issues that DWMAD is most concerned with addressing.

Figure 3. Gartner Approach Overview



Our approach starts with a project planning meeting and a project kickoff meeting. Both of these meetings are very important to ensure alignment between DWMAD and Gartner. The project planning meeting is used to ensure the team (both DWMAD and Gartner) is ready to begin the project and we have done any pre-work necessary to make the most effective use of our time once we start. The Project Kickoff meeting is used to ensure that all project participants have clear understanding as to what the project is supposed to accomplish and how we will go about accomplishing our project's goals.

In Task 2, we will address three key issues:

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- What are the DWMAD's business and IT goals and objectives for this initiative?
- What solutions are available that will potentially meet DWMAD's needs?
- What is the best procurement approach to meet DWMAD's needs?

We will develop an IT Needs Assessment that will describe DWMAD's business and IT goals and objectives. This document will help to ensure clarity on the strategic direction for this effort. The IT Needs Assessment will include the objectives, vision, scope, a business capability model and key requirements of the future state solution. With a clear picture of our objective, we will assess solution options to understand what is available in the market place. We will evaluate these solution options against a jointly developed Analysis Considerations and recommend a solution option that best meets DWMAD's needs. Additionally, in this task we will assess procurement options available to DWMAD and make recommendations on the best approach to procure the identified solution option.

In Task 3, Gartner will review the solicitation document developed by DEQ and SOM Central Procurement. We will assess the solicitation document against industry best practices to ensure that it presents a clear picture to vendors as to what DWMAD is trying to achieve. This is crucial to ensure that expectations are clearly set with vendors and they can respond with a proposal that will meet DWMAD's needs.

In Task 4, Gartner will develop recommendations for a vendor evaluation approach and criteria and also an agenda for vendor oral presentations. DEQ will need to evaluate various vendor responses and balance a variety of factors including cost, functional fit, project team, technical risk to make an optimal decision. Gartner's support in this task will help to ensure that DEQ has a clear understanding of the vendor options available to them.

In Task 5, we will conduct a project close out meeting. This meeting will confirm that all project activities have been completed and related artifacts have been provided to the State. Additionally, if there are open action items, risk and issues these will also be reviewed.

3.2 Project Plan Overview

Gartner anticipates completion of tasks 0 through task 2 in a seven week period. Depending on when the solicitation document is ready for review tasks 3 should take about 3 weeks to complete. We anticipate that Task 4 and 5 will be completed after vendors respond to the solicitation.

Please see the figure below for additional details on the engagement schedule. It assumes that the project will start on October 8 and the solicitation document developed by DEQ and SOM Central Procurement will be done by mid-October, followed by a tiered review cycle. The first tier, comprised of immediate team and agency stakeholders, will be completed by 11/9, and the second tier, State of Michigan partners, will be completed by 12/5. The State anticipates it will receive vendor proposals in February, 2019.

This schedule is also dependent on the assumptions included in this Statement of Work. Gartner will work jointly with DEQ to adjust the project schedule in Task 0 and Task 1 of the project.

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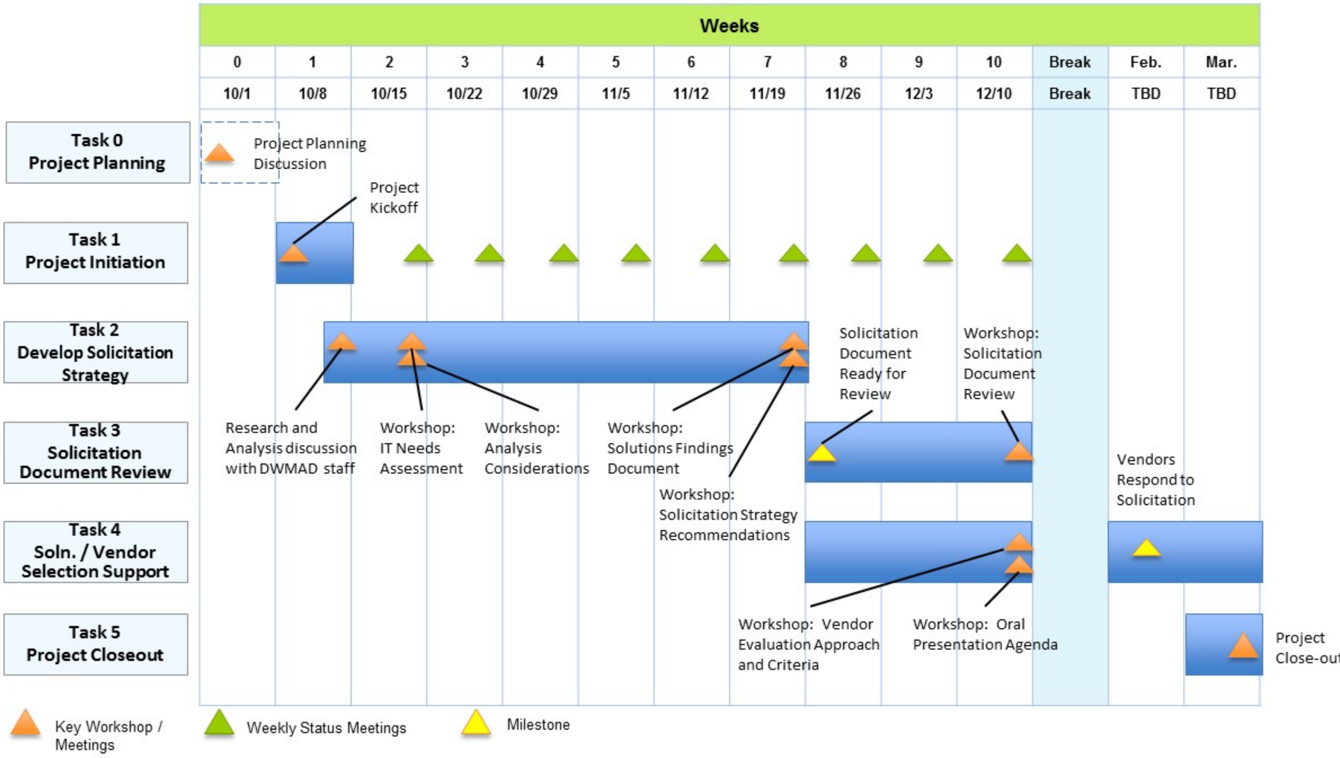
Figure 4. Estimated Engagement Schedule



3.3 Approach Detail

Please see Table 2 below for a detailed description of each project task and the associated objectives, activities to be performed by Gartner, DWMAD responsibilities, deliverables and time frames.

Table 2. Gartner Task Descriptions

Task 0. Project Planning	*Deliverable(s) and Time Frame*
Objective: ■ Ensure that DWMAD and Gartner are aligned to with respect to project approach, schedule and expectations of State resources. **Activities Performed by Gartner:** ■ Conduct a 1 hour planning discussion with DWMAD to review project approach, project schedule and expectations of State resources. ■ Submit a formal discovery request for available background documents. ■ Identify project stakeholders for workshops and meetings. ■ Draft and circulate meeting notes summarizing planning discussion.	**Deliverable(s):** ■ Project Schedule **Time Frame:** ■ 1 week prior to project kick off

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DEQ Responsibilities: ■ Ensure attendance on project planning call. ■ Review and provide input to all deliverables and work products.	
Task 1. Project Initiation	***Deliverable(s) and Time Frame***
Objective: ■ Work closely with DEQ to set the foundation for a successful engagement that is delivered on time, within budget and meets DEQ's objectives. **Activities Performed by Gartner:** ■ Gartner will hold a kick-off meeting with DEQ to ensure understanding of the project objectives and scope, project schedule, tasks, milestones, deliverables, expectations of State resources, roles, responsibilities and required resources for Gartner and DEQ. Gartner will also discuss anticipated risks and mitigation plans, based on lessons learned from past experience. ■ Draft and circulate meeting notes summarizing kickoff meeting discussion. Project roster will also be circulated. ■ If required, update project schedule. ■ Review key background artifacts and documentation including but not limited to LPI documentation, future state process models, published program information, SDWIS Prime documentation and work in progress business requirements. ■ Establish project status reporting logistics. **DEQ Responsibilities:** ■ Ensure attendance at kick-off meeting by Project Sponsor, Project Manager and other key stakeholders, as determined prior to kickoff. ■ Participate in interviews and workshops per the project schedule. ■ Collaboration in development and review activities. ■ Review and provide input to all deliverables and work products.	**Deliverable(s):** ■ Kick-off meeting materials ■ Revised project schedule **Time Frame:** ■ 1 week(s)
Task 2. Develop Solicitation Strategy	***Deliverable(s) and Time Frame***
Objective: ■ To evaluate possible solution options and recommend a solution option to meet DWMAD goals and objectives ■ To review procurement options and recommend a procurement approach to DWMAD **Activities Performed by Gartner:**	**Deliverable(s):** ■ IT Needs Assessment ■ Analysis considerations (equivalent to a Solution Evaluation Framework) ■ Solutions finding document (equivalent to an Analysis of Solution Options)

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■ Based on available documentation develop an IT Needs Assessment document that describes the Objectives, Vision, Scope, Business Capability Model and Key Requirements of the future state solution. ■ Conduct a validation session with DWMAD to collaboratively develop and finalize the IT Needs Assessment document. ■ Define an Analysis Considerations including evaluation criteria and associated weights. ■ Conduct a workshop to validate the Analysis Considerations (1 hour duration). ■ Conduct “Research and analysis discussion with DWMAD staff (2 hour duration)” to understand DWMAD analysis and research into available solution options. ■ With DEQ, Gartner will define research activities for topics unable to be represented by the DWMAD staff and the best approach to attain that information. ■ Conduct research to develop and evaluate identified solution options against the Analysis Considerations. ■ Conduct a meeting to review the Solutions finding document (2 hour duration). ■ Review procurement options available to DWMAD and define a solicitation strategy to maximize benefits and reduce risk. ■ Conduct “solicitation strategy recommendation presentation (2 hour duration)” to review proposed solicitation strategy. **DEQ Responsibilities:** ■ Participate in interviews and workshops per the project schedule ■ Collaboration in development and review activities ■ Review and provide input to all deliverables and work products	■ Solicitation Strategy Recommendation **Time Frame:** ■ 6 week(s)
Task 3. Solicitation Document Review	***Deliverable(s) and Time Frame***
Objective: ■ Review and update the solicitation document so that it is aligned with industry best practices and provides clear direction to vendors allowing them to provide responses that meet DWMAD goals and objectives. **Activities Performed by Gartner:** ■ Review initial solicitation document developed by DWMAD and SOM Central Procurement. Identify recommended updates to the solicitation document related to IT Trends, business area trends, best practices to improve the quality of responses and reduce risk to the State.	**Deliverable(s):** ■ Meeting notes from Solicitation Document Review session **Time Frame:** ■ 3 week(s)

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■ Conduct a "Solicitation document review (3 hour duration)" meeting to review feedback on the initial solicitation document and collaboratively update the solicitation document. ■ Develop meeting notes from the Solicitation document review session identifying required changes, who is responsible for making the changes and timeframe for completing changes. **DEQ Responsibilities:** ■ Participate in interviews and workshops per the project schedule. ■ If the solicitation document review identifies significant and/or major changes to the solicitation document these will be addressed by DWMAD. ■ Collaboration in development and review activities. ■ Review and provide input to all deliverables and work products.	
Task 4. Solution / Vendor Selection Support	***Deliverable(s) and Time Frame***
Objective: ■ Develop approach and criteria to evaluate vendor responses and an oral presentation agenda ensuring that DWMAD selects the vendor most likely to meet DWMAD's goals and objectives. **Activities Performed by Gartner:** ■ Develop recommended approach and criteria for DWMAD to evaluate vendor responses. ■ Develop recommended agenda for vendor oral presentations including potentially project team interviews, project approach discussions and vendor demonstrations based on key use cases. ■ Conduct workshops with DWMAD to discuss Evaluation Approach and Criteria development (2 hour duration). ■ Conduct workshop with DWMAD to discuss Oral Presentation agenda (1 hour duration). ■ Document workshop discussions based on agreed upon approach. ■ Review up to 5 vendor proposals. Vendor proposal review will be limited to 20 hours for this task, which based on our experience is ample time to provide significantly valuable feedback for DWMAD. ■ Conduct research and analysis related to the received proposals to provide a recommendation as to the best value option for the State to help validate Joint Evaluation Committees findings. Research will be limited to 20 hours for this task. **DEQ Responsibilities:**	**Deliverable(s):** ■ Vendor Evaluation Approach and Criteria ■ Oral Presentation Agenda **Time Frame:** ■ TBD

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■ Participate in interviews and workshops per the project schedule. ■ Collaboration in development and review activities. ■ Review and provide input to all deliverables and work products.	
Task 5. Project Close-out	***Deliverable(s) and Time Frame***
Objective: ■ Conduct project close-out meeting to ensure all project activities have been completed. **Activities Performed by Gartner:** ■ Conduct project close-out meeting and confirm that all project activities have been completed and related artifacts have been provided to the State. If applicable, open action items, risks and issues will be reviewed. ■ Draft and circulate meeting notes from the project close-out meeting. **DEQ Responsibilities:** ■ Participate in interviews and workshops per the project schedule. ■ Collaboration in development and review activities. ■ Review and provide input to all deliverables and work products.	**Deliverable(s):** ■ Meeting notes from Project Close-out Meeting **Time Frame:** ■ 1 week(s)

4.0 Work Break Down Schedule

Please see MS Project file “State of MI DEQ IT Modernization Project Solution Validation v1.0” for detailed WBS. This plan will be further refined with the State and will be a “living document” that will be used to guide the execution of the tasks and activities ildefined in this document.

5.0 Deliverables

Table 4 below summarizes the deliverables for the project, highlighting the objective and content of each of the proposed deliverables.

Table 3. Project Deliverables

Deliverable	Objective	Content
Task 0. Project Schedule	To ensure alignment between DWMAD and Gartner on when project activities will occur	A project schedule describing project tasks, activities and milestones
Task 1. Kickoff Materials	To ensure alignment between DWMAD and Gartner on project approach and expectations	An overview of project objectives and scope, project schedule, tasks, milestones, deliverables, expectations of State resources, roles, responsibilities and required resources for Gartner and DEQ

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Deliverable	Objective	Content
Task 1. Revised Project Schedule	To ensure alignment between DWMAD and Gartner on when project activities will occur. If required the project schedule will be updated after the Project Kickoff meeting	A project schedule describing project tasks, activities and milestones
Task 2. IT Needs Assessment	To document strategic direction for the DWMAD IT Modernization initiative	A description of the Objectives, Vision, Scope, Business Capability Model and Key Requirements of the future state solution
Task 2. Analysis Considerations	To evaluate solution options against DWMAD needs	A description of the criteria and associated weights that will be used to evaluate solution options
Task 2. Solutions finding document	To recommend the best solution option to meet DWMAD's needs	An assessment of identified solution options against the Analysis Considerations
Task 2. Solicitation Strategy Recommendation	To recommend the best solicitation approach to meet DWMAD's needs	A review of available solicitation options and a recommendation of which option presents the best solicitation approach
Task 3. Meeting notes from Solicitation Document Review Session	To document outcome of the solicitation document review session identifying updates required to the solicitation document	List of recommend updates to the solicitation document; Meeting notes from Solicitation Document Review Session
Task 4. Vendor Evaluation Approach and Criteria	To determine best approach to evaluate vendor responses to the solicitation	Vendor evaluation approach and criteria based on Gartner recommendations and discussion in the Evaluation approach and criteria development meeting
Task 4. Oral Presentation Agenda	To determine agenda for vendor oral presentation	Agenda for vendor oral presentation based on Gartner recommendations and discussion in the Oral presentation agenda development meeting
Task 4: Vendor Evaluation Report	To conduct research and analysis related to the received proposals to provide a recommendation as to the best value option for the State to help validate Joint Evaluation Committees findings.	• Summary of procurement process • Observations/analysis of commonalities, key differences, risks, gaps and strengths across all proposals reviewed • Gartner analysis to answer questions and validate findings of the proposal evaluation committee

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Deliverable	Objective	Content
Task 5. Meeting Notes from Project Close-out Meeting	To ensure that all project activities have been addressed and to transition any open action items, issues or risks to DWMAD	Meeting Notes from Project Close-out Meeting

5.1 Sample Deliverables and Work Products

Below are a number of representative sample deliverables that highlight the quality of work that DWMAD can expect from Gartner.

Figure 5. Sample Business Capability Model

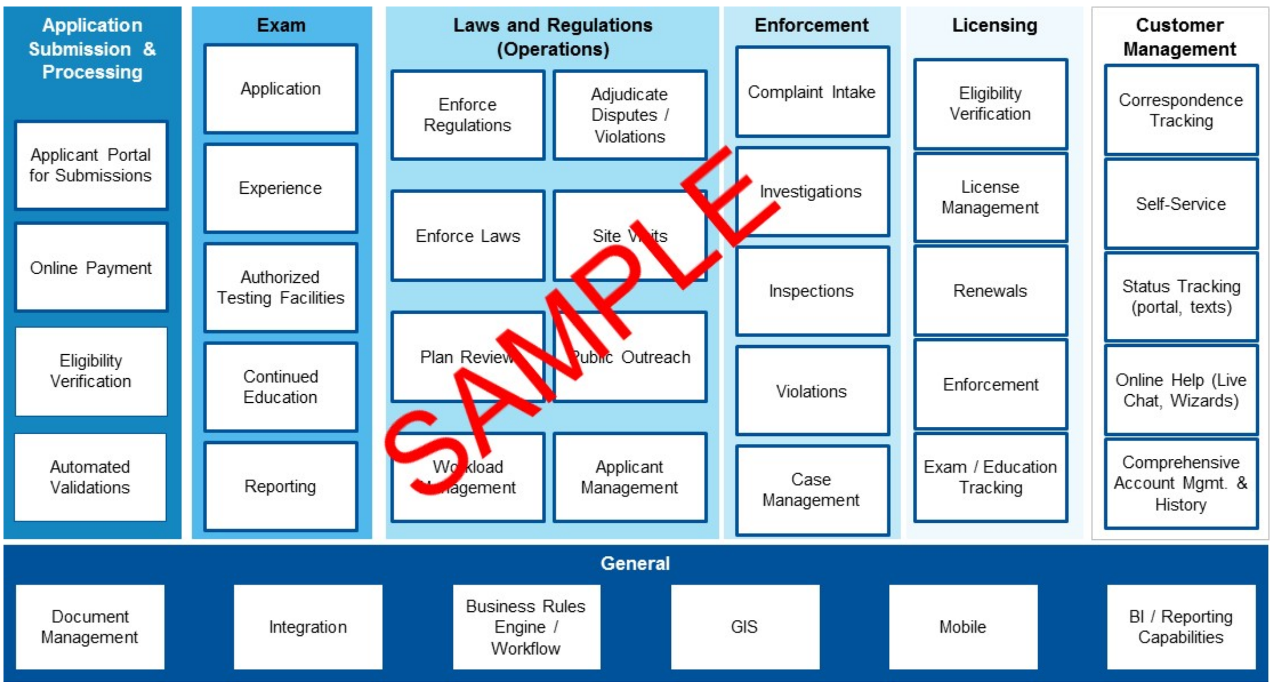

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Figure 6. Sample Detailed Solution Ratings

Criteria	Criteria Weight	Sub-criteria	Sub-criteria Weight	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5
Time to Implement	16.7%	Speed and schedule to implement strategy and solution	100%	5 5 years	5 5 years	4.2 6 years	4.2 6 years	4.2 6 years
Cost	16.7%	State cost to implement to implement BreEZe or Accela	57%	4.5 $55.9M	3.8 $66.5M	4 $62.8M	4.7 $54.0M	5 $50.2M
		On-going Maintenance and Operations	43%	4 $4.25M	4 $4.2M	4.5 $3.75M	4.5 $3.75M	5 $3.4M
			Total	4.3	3.9	4.2	4.6	5.0
Business Value	35%	Operational Efficiency	25%	5	4	4	3	3
		Functionality / Quality	[illegible]	3	4	5	4	5
		Change Request Responsiveness	13%	3	5	4	4	3
		Extensibility / Robustness / Flexibility	17%	3	3	4	4	5
		Maintainability / Resource Availability	22%	4	4	3	3	3
			Total	3.7	[illegible]	[illegible]	3.5	3.8
Project Transition Risks	15%	Complexity	32%	3	4	3	3	2
		Operational Support	30%	3	3	4	4	3
		Schedule	18%	1	3	2	2	1
		Financial	20%	1	4	3	3	2
			Total	2.2	3.5	3.1	3.1	2.1
Organizational Change Management	3.3%	Speed and impact of organizational change needed	100%	2	2	3.5	3	4
Operating Risks	13.3%	Strategic	24%	2	3	4	4	4
		Unmet Value	43%	3	4	3	3	3
		Solution	33%	3	4	3	3	2
			Total	2.8	3.8	3.2	3.2	2.9
		Least favorable 1 2 3 4 5 Most favorable		3.62	3.97	3.83	3.7	3.7

SAMPLE

Figure 7. Sample RFP Review Findings and Recommendations

#	Reference	Finding	Recommendation	Severity (H,M,L)
12	Page 24/51	Inconsistent communication of interface requirements.	Provide clear list of required integrations, including Integration with Microsoft System Centre Configuration Manager (SCCM) software. Provide as much information as possible; Sharepoint integration in particular needs more information in order to appropriately scope.	M
13	Page 24	Gartner observed several portal requirements (AODA WCAG 2.0 Level AA compliance, Bilingual Public facing Portal, Delegation of Authority for business accounts using the self serve Portal) which could be challenging for some licensing and permitting vendors to meet.	Ensure that vendors clearly address how they will comply with these requirements, and consider making this a key topic in the CCVMs. If they cannot meet the requirement out of the box or via core configuration, require a detailed description of how they will be met.	H
14	Page 25	No key dates or an estimated timeline for the project is provided, or overall instruction to vendors to convey how Phase 1 will be procured vis future phases, etc.	Provide clarity on what is in scope now, any specific dates or timeframe that must be filled factored in, and other relevant information that will help the vendors scope their responses.	M
15	Page 34	Portal information has good detail but not clear as to the full scope and required services as it pertains to the portal.	Provide additional clarity on functional scope and integration/replacement needs so that the vendor can develop an approach and commensurate pricing to meet City needs.	M

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6.0 Cost

Gartner will conduct the Consulting tasks outlined in this Statement of Work for a firm-fixed price of USD **$127,579** (plus applicable taxes). Gartner will bill for the professional fees at the conclusion of each milestone upon DEQ acceptance of the deliverable(s) for that milestone. All invoices are payable net 30 days from date of invoice. While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.

Table 4. Invoice Milestones

Milestone	Cost
Task 1. Project Initiation	$14,178
Task 2. Develop Solicitation Strategy	$71,634
Task 3. Solicitation Document Review	$18,004
Task 4. Solution / Vendor Support	$21,324
Task 5. Project Close-out	$2,439
Total	**$127,579**

If DEQ requires a purchase order (PO) number, please specify the PO number in the Authorization section and forward a copy of the PO, with this Proposal, to name/address or fax of appropriate individual. Ensure that the PO includes all labor and travel expenses quoted in this Statement of Work. Any pre-printed terms on the PO that are in addition to or in contradiction of the terms of this agreement shall be inapplicable.

The table below describes the hourly costs and hours by resources supporting each proposed deliverable.

Table 5. Cost per Deliverable

Deliverable	Resource	Hours	Rate ($ / hour)	Cost
Task 0. Project Schedule	■ MP ■ EM ■ SMEs ■ Consultant	■ 0 ■ 3 ■ 0 ■ 3	■ $501 ■ $340 ■ $407 ■ $273	■ $0 ■ $1,086 ■ $0 ■ $702
Task 1. Kickoff Materials	■ MP ■ EM ■ SMEs ■ Consultant	■ 0 ■ 21 ■ 1 ■ 14	■ $501 ■ $340 ■ $407 ■ $273	■ $0 ■ $7,601 ■ $429 ■ $3,274
Task 1. Revised Project Schedule	■ MP ■ EM ■ SMEs ■ Consultant	■ 0 ■ 3 ■ 0 ■ 0	■ $501 ■ $340 ■ $407 ■ $273	■ $0 ■ $1,086 ■ $0 ■ $0
Task 2. IT Needs Assessment	■ MP ■ EM	■ 0 ■ 33	■ $501 ■ $340	■ $0 ■ $11,120

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Deliverable	Resource	Hours	Rate ($ / hour)	Cost
	■ SMEs ■ Consultant	■ 6 ■ 33	■ $407 ■ $273	■ $2,573 ■ $9,009
Task 2. Analysis Considerations	■ MP ■ EM ■ SMEs ■ Consultant	■ 0 ■ 11 ■ 1 ■ 9	■ $501 ■ $340 ■ $407 ■ $273	■ $0 ■ $3,982 ■ $429 ■ $2,105
Task 2. Solutions finding document	■ MP ■ EM ■ SMEs ■ Consultant	■ 0 ■ 38 ■ 5 ■ 48	■ $501 ■ $340 ■ $407 ■ $273	■ $0 ■ $13,755 ■ $2,144 ■ $11,226
Task 2. Solicitation Strategy Recommendation	■ MP ■ EM ■ SMEs ■ Consultant	■ 0 ■ 22 ■ 4 ■ 24	■ $501 ■ $340 ■ $407 ■ $273	■ $0 ■ $7,963 ■ $1,715 ■ $5,613
Task 3. Meeting notes from Solicitation Document Review Session	■ MP ■ EM ■ SMEs ■ Consultant	■ 0 ■ 24 ■ 7 ■ 27	■ $501 ■ $340 ■ $407 ■ $273	■ $0 ■ $8,687 ■ $3,002 ■ $6,315
Task 4. Vendor Evaluation Approach and Criteria	■ MP ■ EM ■ SMEs ■ Consultant	■ 0 ■ 32 ■ 2 ■ 31	■ $501 ■ $340 ■ $407 ■ $273	■ $0 ■ $11,583 ■ $858 ■ $7,250
Task 4. Oral Presentation Agenda	■ MP ■ EM ■ SMEs ■ Consultant	■ 0 ■ 2 ■ 1 ■ 2	■ $501 ■ $340 ■ $407 ■ $273	■ $0 ■ $680 ■ $407 ■ $546
Task 5. Meeting Notes from Project Clos-out Meeting	■ MP ■ EM ■ SMEs ■ Consultant	■ 1 ■ 4 ■ 0 ■ 2	■ $501 ■ $340 ■ $407 ■ $273	■ $524 ■ $1,448 ■ $0 ■ $468

6.1 Expenses

Expenses are included in the proposed professional fees.

6.2 Price Reasonableness

Gartner’s cost estimate set forth above is both reasonable and realistic. Our rates are reasonable for the following reasons:

- Gartner’s consulting staff rely heavily on Gartner’s research. Our consultants utilize the research in a variety of ways, including leveraging the content directly and including it in Gartner deliverables. Consultants will also have the analysts participate directly by reviewing deliverables or taking part in the project directly. Each use of research

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provides significant value, and comes with a real opportunity cost. This resource is built into our consulting fees.

- Gartner comes to the table with a complete set of tools and templates developed through prior engagements and applied subject matter expertise. This enables more-effective use of resources by both Gartner and DEQ, which results in fewer hours required to complete tasks and deliverables and less risk of rework or wasted effort.
- Gartner does not charge for administrative or contracts management. Our administrative and secretarial personnel, our contracts management personnel, and our editors, graphics and production staff are all funded from overhead.

Gartner Consulting is a senior-leveraged Consulting practice. Our fees represent our years of experience performing similar work for similar clients, our ability to apply lessons learned to mitigate risk, and experience working directly with senior stakeholders to achieve real results for our clients' key initiatives.

7.0 Gartner Overview

Gartner is the world's leading information technology research and advisory company. We deliver the technology-related insight necessary for clients in 12,000 distinct client enterprises in 100 countries to make the right decisions, every day. Seventy-Three percent of the Global 500 support their key technology decisions with our independent advice, provided through research, consulting and conferences. Gartner joined the S&P 500 in April 2017. Founded in 1979 and headquartered in Stamford, Connecticut, USA, Gartner has 15,000 associates, including 2,000+ analysts and 675 consultants who are dedicated to analyzing and interpreting the business of IT within the context of our clients' individual roles.

Figure 8. Gartner Overview

The main lines of business for Gartner are:

- **Consulting —**Gartner Consulting provides clients with on-site support, helping them operationalize Gartner research insights over the full life cycles of their key initiatives. Our 675 consultants deliver 3,200 customized engagements each year that result in aggregate client cost savings of $400 million and protect client investments in their most critical technology developments. Clients also benefit from our unique benchmarking capabilities utilizing the 7,500+ data points collected from organizations in more than 84 countries across 21 industry sectors annually. Gartner Consulting has the data, tools and capabilities to help clients improve IT efficiency and implementation effectiveness.
- **Research —** For tens of thousands of technology and operational professionals, Gartner research is an indispensable daily resource. Our clients benefit from quick access to over 135,793 unique research documents across 1,372 technology and business topics

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on our website, as well as the 380,000 one-to-one client interactions our more than 2000+ analysts conduct each year. Gartner brings a unique perspective — our interactions with 12,000 distinct enterprises worldwide enable us to make connections, identify patterns and discover trends that no other research firm can see. Our research is objective because of our independence from vendor relationships, our rigorous research methodologies and our unique Office of the Ombudsman.

- **Executive Programs —** Gartner Executive Programs is a membership-based community of thousands of CIOs and senior IT executives worldwide — the largest community of its kind. Members benefit from the convenience of a single source of knowledge, insight focused on CIO-level challenges, service delivery in each member's context, the shared knowledge of the world's largest community of CIOs and our independent, objective insight. Executive Programs members gain exclusive insights from our annual CIO Agenda Report that draws from the responses of 2,944 CIOs from 93 countries worldwide.
- **Events —** Gartner is the world's largest IT conference provider, attracting 55,000 technology and business professionals and 1,100 industry-leading technology providers to our 75+ conferences worldwide. Attendees experience information-packed sessions led by Gartner analysts, cutting-edge technology showcases, peer exchange workshops, one-on-one meetings with analysts, consulting diagnostic workshops, keynotes by technology's top leaders and more. In addition to role-specific summits and workshop-style seminars, Gartner holds its unique, industry-leading Symposium/ITxpo in eight locations worldwide each year.

7.1 Gartner Consulting Public Sector Experience

The Gartner Consulting Public Sector industry practice engages with international, national, federal, state, regional and local government agencies. Our work encompasses the full span of government programs and services including the environment, public safety, justice, revenue and taxation, health and human services, transportation, pensions and retirement and defense.

Gartner has thousands of public sector clients across the United States and worldwide giving us significant insight into the decision-making processes and priorities that differentiate them from the private sector — as well as the drivers and constraints which they share with private organizations when it comes to IT investment, adoption, organization and management. This deep understanding allows us to select the right approach for each client, each and every time.

Please see the table below for an overview of Gartner Consulting's experience with State governments.

Table 6. Overview of Gartner Consulting Experience with State Governments

	Feasibility Study and/or Planning Support	Procurement Support	IV&V Services	Systems Assessment
Alabama	✓	✓		
Alaska		✓		
Arizona	✓	✓	✓	✓
Arkansas				
California	✓	✓	✓	✓
Delaware		✓		✓

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	Feasibility Study and/or Planning Support	Procurement Support	IV&V Services	Systems Assessment
Florida	✓	✓		✓
Georgia	✓	✓		
Hawaii	✓	✓	✓	✓
Iowa				✓
Kansas	✓			✓
Kentucky	✓			✓
Michigan	✓	✓	✓	✓
Minnesota	✓	✓	✓	✓
New Mexico			✓	
New York	✓	✓	✓	✓
North Carolina	✓	✓		
North Dakota	✓			✓
Ohio	✓	✓		✓
Oregon	✓	✓	✓	
South Carolina	✓			
Texas	✓	✓	✓	✓
Vermont	✓	✓	✓	✓
Virginia			✓	
Washington	✓	✓	✓	
Wyoming	✓		✓	✓

Additionally, Gartner has worked on numerous projects with Michigan public sector clients including state agencies, state educational institutions and the Michigan Courts. See Table 7 below for a list of projects completed in Michigan.

Table 7. Overview of Gartner Experience with Michigan Public Sector clients

Client	Project
State of Michigan - DTMB	Enterprise Data Warehouse Strategy
State of Michigan - DTMB	IT Services Assessment and Tool Selection
University of Michigan	ITIL Process Gap Analysis
State of Michigan - DTMB	IT Service Management Program Support
State of Michigan - DTMB	Comprehensive IT Assessment
State of Michigan - DTMB	Michigan Cloud Service Offering Definition
State of Michigan - DTMB	Michigan Workers Compensation Replacement Strategy
State of Michigan - DTMB	EIM Strategy & Roadmap
Central Michigan University	Blackboard Operations Assessment
State of Michigan - DTMB	Mobility Strategy Development
Michigan State University	IT Org Assessment & Benchmark

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Client	Project
State of Michigan - DTMB	Michigan One Stop Strategy Development, Governance and Roadmap
State of Michigan - DTMB	Storage RFP Review
State of Michigan - DTMB	IT Assessment Update
Michigan Courts	E-Filing Sourcing Support
State of Michigan - DTMB	Tax System Review
Central Michigan University	Enterprise Architecture
State of Michigan - DTMB	Treasury GAL Systems Assessment
Municipal Employees' Retirement System	IT Maturity Assessment and Strategic Roadmap

8.0 Project Management and Control

The Project Management Life Cycle used by Gartner for every engagement is based on our internal subject matter expertise and lessons learned, as well as external sources including the Project Management Institute's (PMI®'s) Project Management Body of Knowledge (PMBOK®) Guide. Gartner aligns with this globally recognized standard to maximize value for our clients, minimize the risk for our clients' projects and ultimately ensure client satisfaction.

Figure 9. Stages of Gartner Project Management Life Cycle

Our approach is comprehensive — starting before the project kickoff and ending after the project close — to deliver results at every stage. The following table describes the typical activities, results and value provided by Gartner during the project management life cycle. However, it is important to note that Gartner views a project as an event that happens *with* a client — not *to* a client. We work closely with our clients to adapt leading practices to fit each client's environment and each project's requirements.

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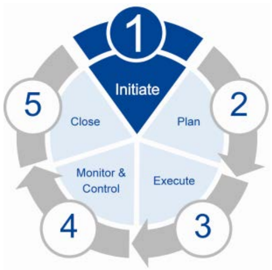
Table 8. Client Value Derived from Typical Gartner Project Management Life Cycle

Life Cycle Stage	Gartner Activities and Results	Value to Client
	■ Create customized approach based on client environment, requirements and challenges ■ Conduct preparation including internal kickoff meeting with subject matter experts, identification of relevant Gartner research, and establishing an online project repository ■ Create collaborative approach by using the most appropriate collaborative tools ■ Conduct a client kickoff meeting to ensure understanding of the project objectives, scope, schedule, milestones, roles and responsibilities of required resources, and anticipated risks and mitigation strategies	■ Increased project success through customized approach — not "cookie cutter" ■ Client does not pay for learning curve; project team "hits the ground running." Increased efficiency through use of a project repository tool ■ Open lines of communication between Gartner and the client throughout the entire project life cycle ■ Project that is delivered on time and within budget; ability of client to plan for its involvement
	■ Build project management plans, baseline schedule and risk list that is updated throughout the duration of the project ■ Apply project management tools and leading techniques, customized based on the client requirements and characteristics ■ Define governance model to formalize key project processes and rules for making important project decisions	■ Increased value and decreased project risk through proactive approach to identifying and mitigating risks ■ Rigor in project management, with more than 20% of all Gartner associates PMI certified ■ More-efficient execution of decision making and recurring tasks
	■ Manage execution according to the agreed-on schedule, which is updated based on changing client needs ■ Conduct quality assurance by reviewing and validating the processes used in the execution of project activities	■ Project that stays on track despite changes to client needs or situation ■ Deliverables that are based on sound methods and that address client needs
	■ Proactively manage changes and risks by identifying changing client needs, analyzing impact on the project, and finding a solution with the client ■ Follow quality control process for draft deliverables that typically includes two reviews (one with internal subject matter experts and one with the client)	■ Increased client satisfaction through quick identification and resolution of required changes ■ Deliverables that conform to the high Gartner standards, and that meet client requirements, needs and expectations

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Life Cycle Stage	Gartner Activities and Results	Value to Client
	■ Report performance through regular status reports that generally include progress to date, activities planned during the next reporting cycle, challenges being faced in execution, risks identified or anticipated, and recommended risk mitigation plans	■ Decreased project risk through regular status reporting and forward-looking, analytical approach
	■ Ensure knowledge transfer which equips the client to be successful and self-sustainable in continued efforts. Review contract with the client to discuss outcomes, accomplishments, lessons learned, client satisfaction, and next steps that can be taken together	■ Continued client success through increased cultural viability and buy-in that continues after the close of the engagement. ■ Documented lessons learned to help ensure that future Gartner projects for the client run smoothly and effectively

9.0 Additional Information

9.1 Assumptions

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:

DEQ Participation:

- DEQ will designate a project manager to act as the primary point of contact for this project. The DEQ project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve project priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any project or performance issues; and (d) assist in resolving project issues that may arise
- The work effort described in this Proposal assumes DEQ personnel are available to assist in the manner defined in this Proposal. In the event that DEQ personnel are not available, a change of scope may be necessary
- DEQ will review and approve documents within three business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by DEQ
- DEQ will schedule DEQ resources for project activities and provide meeting facilities as necessary
- DEQ personnel will be available per the final project schedule

Data Collection:

- The due diligence (as-is) data are reasonably available via interviews and documentation review
- DEQ will provide timely access to all appropriate personnel to be interviewed. These personnel will provide data necessary to complete this project, answer questions, provide existing documentation and attend working sessions

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- All data collection and interviews/workshops will take place via telephone or in person at MI DEQ, 525 Allegan Street, Lansing MI as described in this Proposal and/or as agreed to at the project kickoff

Key Personnel:

- Names of key personnel provided in this Proposal are representative of the team that will be assigned to the project. Gartner will be able to confirm resources upon execution of the Statement of Work. In this event, we will work with DEQ to identify alternative personnel with appropriate skills and background
- Where it is indicated in this Proposal, that a proposed project team member is a sub-contractor to Gartner, DEQ agrees to the inclusion of that individual as a member of the project team so long as the sub-contractor is suitably qualified to provide the services. In the event that such inclusion is not reasonably acceptable to DEQ, Gartner will be informed at the earliest opportunity and requested to find an alternative team member

Place of Performance:

- Except for meetings and workshops, all Gartner services will be performed at Gartner locations
- Office space, telephones, printing/copying services and access to the open Internet will be made available on a reasonable basis to Gartner at DEQ locations for on-site project time

Deliverables and Changes to Scope:

- Any requests for additional information or resource (beyond the details described in the tasks above) that are made by DEQ will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal)
- All deliverables will be developed using Microsoft products (e.g., Word and PowerPoint)

9.2 Changes to Scope

The scope of this project is defined by this Proposal/Statement of Work. All DEQ requests for changes to the SOW must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise DEQ of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

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 may 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 DEQ, including any reallocation or any changes in engagement or project manager staffing
- Any rework of completed activities or accepted deliverables

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- Any investigative work to determine the cost or other impact of changes requested by DEQ
- Any additional work caused by a change in the assumptions set forth in this SOW
- Any delays in deliverable caused by modification of acceptance criteria in this SOW
- Any changes requiring changes to research analyst time or resources

9.3 Validity Period

This Proposal, including the Statement of Work, is valid for 60 days from 4 October 2018.

9.4 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.

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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 **1**

to

Contract Number 171-180000000065

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

STATE			
	Program Manager	Tamara Colosky	DTMB
		517-230-6684	
		ColoskyT@Michigan.gov	
	Contract Administrator	Malathi Natarajan	DTMB
		(517) 284-7030	
		natarajanm@michigan.gov	

CONTRACT SUMMARY

IT RESEARCH AND ADVISORY SERVICES (IT -RAS)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 30, 2017	September 30, 2020	2 - 1 Year	September 30, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,086,352.94	$0.00	$1,086,352.94

DESCRIPTION

Effective January 31,2018, the Contract number has been changed to 171-180000000065. Please note that the attached Statement of Work (SOW) for Comprehensive Study to Replace the Garnishment and Levies (GAL) Application is incorporated into the Contract. All other terms, conditions, pricing and specifications remain the same, per contractor, agency and DTMB Procurement agreement.

Proposal for a Comprehensive Study to Replace the Garnishment and Levies (GAL) Application

Prepared for: State of Michigan Department of Treasury

January 5, 2018

Project Number: 330041877

Version #1

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- Engagement Context
- Statement of Work
- Proposed Project Team
- Gartner’s Application Strategy Overview
- Additional Information

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- **Engagement Context**
- Statement of Work
- Proposed Project Team
- Gartner's Application Strategy Overview
- Additional Information

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Engagement Context

Background

- The Michigan Department of Treasury is responsible for collecting, disbursing, and investing all state monies. The Department advises the Governor on all tax and revenue policy, collects and administers over $20 billion a year in state taxes, and safeguards the credit of the state.
- The "Garnishments and Levies" (GAL) application is used to systematically administer the garnishment and levy records and related information, as well as payment information in accordance with Federal and State statutory rules, department policies and procedures.

An Aging System That Creates Liability and Risk Compels Immediate Action

- The current GAL application is build on a 30+ year old mainframe system, and requires system rewrite or significant development in order to meet current or future requirements;
- The system requires too much manual processing;
- Microfiche technology is slated to be phased out of use by November 2016;
- There is no Treasury or DTMB subject matter expert who fully understands the GAL application;
- System documentation is outdated.

- The Michigan Department of Treasury is looking for an independent partner to perform a comprehensive study to research, evaluate and recommend solutions, including estimates for total cost of ownership, for a new or revised GAL application.

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Engagement Context

Key Challenges & Risks / Gartner Value

The replacement of the GAL application requires careful planning and solution analysis. Gartner's vast experience supporting administrative and finance agencies in the planning, selection and implementation of technology platforms should be leveraged to mitigate the risks and their impacts.

Key Challenges

- **System criticality –** The GAL application is vital to ensuring the fiscal health and fiduciary responsibility of the State of Michigan. Careful planning and analysis is required to ensure the most appropriate future state solution is selected while mitigating the risk of financial impact and legal risk to the State.
- **Complex business processes and system environment** – The GAL application supports complex business processing and rules, and is a vital interface with many other systems. Understanding these complex rules and data exchanges is vital to avoiding disruption to ongoing business for the Department and the State.
- **Big implications** – Technology decisions today can and will have large implications in the future. Ill-informed decisions made in haste can severely limit future functionality or result in incurring exorbitant costs to undo or rework.

Gartner Value

- **Gartner knows critical systems** – The Gartner team consists of seasoned consultants who are dedicated to helping organizations manage the full lifecycle of their most critical technologies.
- **Gartner understands the environment** – Our team has significant experience with payment processing systems and knows their capabilities and limitations. We are also fortunate to have on our team Subject Matter Experts who have worked for the leading software vendors in the market and will help the Department make informed design decisions.
- **Gartner's experience with software implementations** – The Gartner team will leverage experienced practitioners armed with Gartner Research and access to analysts who literally write the books on implementation best practices. We will help the Department to ensure the chosen solution maximizes the their investment and provides maximum functionality now and into the future.

As a trusted partner, Gartner Consulting can provide a detailed assessment of solution options and enable the Department of Treasury to confidently move forward with implementation.

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Engagement Context

Current Potential Solutions

The Department of Treasury provided the following solution options as part of Attachment C:

1. In House Built System C#.Net
2. Vendor Kunz, Leigh and Associates GAL system
3. Move Processing to MARCS
4. GENTAX
5. SAP
6. SIGMA
7. In House Built System Mainframe
8. COTS Package
9. Move Processing to other systems and decommission GAL

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- Engagement Context
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Statement of Work

Engagement Approach

1 Project Initiation → 2 Set Business Context → 3 Evaluate Solution Options → 4 Deliver Feasibility Report

1 Project Initiation

Gartner Activities

- Confirm project objectives and milestones
- Develop timeline for completion of the Replacement Study Report
- Review key background artifacts and documentation
- Identify stakeholders and prepare communications
- Establish status reporting logistics

Deliverables

- Kickoff Materials
- Stakeholder List
- Project Timeline

2 Set Business Context

Gartner Activities

- Conduct interviews to understand business and technology objectives
- Validate functional and technical requirements
- Validate high-level current and future state process descriptions

Deliverable

- Validated set of high-level requirements
- Validated “as-is” and “desired state” process descriptions

3 Evaluate Solution Options

Gartner Activities

- Understand business drivers and technology trends
- Develop solution evaluation criteria and framework
- Elaborate descriptions for target state solution options
- Describe conceptual benefits, risks and investments
- Conduct validation workshop

Deliverables

- Solution evaluation framework
- Analysis of solution options

4 Deliver Feasibility Report

Gartner Activities

- Compile feasibility report including recommended solution, rationalization, and next steps
- Prepare executive summary of recommendation
- Present executive summary

Deliverables

- Solution Feasibility Report
- Executive Summary

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UPDATE

Statement of Work

Engagement Approach – Overview of Options Analysis Methodology

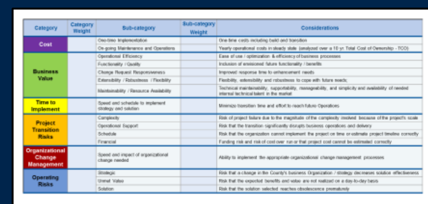
Inform

Determine Options

(Select the solution options that will be considered in the analysis)

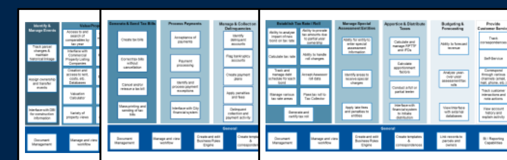
Select & Weight Criteria

(Identify the solution attributes to be considered in comparing the options and their relative importance to the Client)



Market Scan

(Find available market options and rate them based on general characteristics [e.g. financial stability] as well as their ability to meet the Client needs)



Options Analysis

Recommended Solution Configuration and Go-Forward Strategy

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Task 1: Project Initiation

Task Summary	Deliverable(s) and Time Frame
Objective: ■ Work closely with the Treasury to set the foundation for a successful project that is delivered on time, within budget and meets the Treasury's objectives **Activities performed by Gartner:** ■ Confirm the engagement's objectives and milestones ■ Develop timeline for completion of the Tax System Review ■ Review key background artifacts and documentation ■ Identify stakeholders, prepare introductory communications, and schedule interviews ■ Establish status reporting logistics **Treasury responsibilities:** ■ Ensure attendance at kickoff meeting by Project Sponsor, Project Manager and other key stakeholders, as determined prior to kickoff ■ Provide all requested documentation and current state information before or as of the kickoff meeting ■ Confirm and schedule stakeholder interviews	**Deliverable(s):** ■ Kickoff Materials ■ Stakeholder List ■ Project Timeline **Time Frame:** ■ Week 1

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Statement of Work

Task 2: Set Business Context

Task Summary	Deliverable(s) and Time Frame

Task Summary

Objective:

- Understand the Treasury's business and technology capabilities and develop hypothesis for meeting Treasury objectives

Activities performed by Gartner:

- Conduct up to ten (10) interviews with identified stakeholders to understand business and technology objectives
- Validate the current state of the GAL application and other key systems
- Develop the Treasury's high-level functional and technical requirements
- Document "as-is" and "desired state" process descriptions
- Review requirements and process descriptions with Treasury.

Client responsibilities:

- Participate in interviews and workshops per the project schedule
- Collaboration in development and review activities
- Review and provide input to all deliverables and work products

Deliverable(s) and Time Frame

Deliverable(s):

- Validated set of high-level requirements
- Validated "as-is" and "desired state" process descriptions

Time Frame:

- Weeks 2 – 4

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Task 3: Evaluate Solution Options

Task Summary

Objective:

- Perform an options analysis to determine target state solution options for the GAL application

Activities performed by Gartner:

- Understand business drivers and industry trends
- Review target state solution options
- Develop solution evaluation criteria and prioritizations (percentages) into a solution evaluation framework
- Validate solution evaluation framework with Treasury
- Assess solution options against evaluation framework and detail conceptual benefits, risks and investments
- Review evaluation findings with Treasury

Client responsibilities:

- Participate in meetings and workshops per the project schedule
- Collaboration in development and review activities
- Review and provide input to all deliverables and work products

Deliverable(s) and Time Frame

Deliverable(s):

- Solution evaluation framework
- Analysis of solution options

Time Frame:

- Weeks 4 – 9

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Task 1
Task 2
Task 3
Task 4

Statement of Work

Task 4: Deliver Feasibility Report

Task Summary

Objective:

- Develop the Solution Feasibility Report, including an actionable roadmap of activities and next steps

Activities performed by Gartner:

- For each option, synthesize the detailed findings and total cost of ownership
- Review draft report with Treasury
- Prepare executive summary of recommendations and next steps
- Present executive summary to Treasury

Client responsibilities:

- Participate in meetings and workshops per the project schedule
- Collaboration in development and review activities
- Review and provide input to all deliverables and work products

Deliverable(s) and Time Frame

Deliverable(s):

- Solution Feasibility Report
- Executive Summary

Time Frame:

- Weeks 9 – 12

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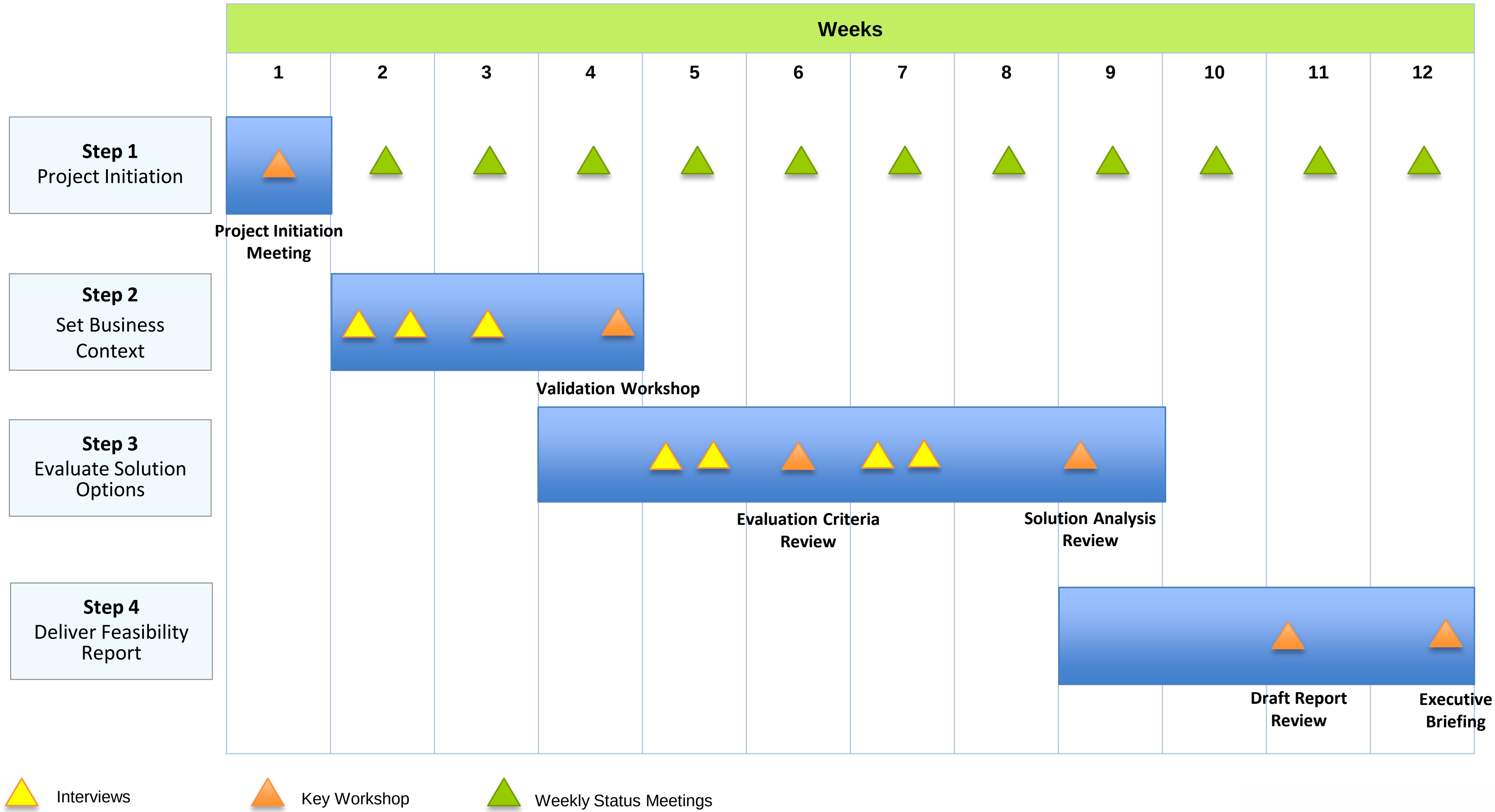
Statement of Work

Estimated Timeline



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Statement of Work
Assumptions

The deliverables, schedule and pricing in this proposal are based on the following assumptions:

Key Stakeholder Participation

- Gartner assumes that State of Michigan will designate a project manager to act as the primary point of contact for this project. The project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve project priorities, detailed task plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate State of Michigan personnel; (c) notify Gartner in writing of any project or performance issues; (d) assist in resolving project issues that may arise; and (e) coordinate deliverable distribution, review and feedback in a timely basis.
- The work effort described in this proposal assumes that State of Michigan personnel are available to actively participate in interviews and deliverable/report review sessions as scheduled. In the event that State of Michigan personnel are not available, a change of scope may be necessary.
- State of Michigan will review and approve documents within 3 business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by State of Michigan.
- State of Michigan is to schedule its resources for project activities and provide meeting facilities as necessary.

Interviews, Document Collection, and Analysis

- Gartner assumes that State of Michigan will provide requested relevant documentation no later than one week prior to scheduled interviews.
- Gartner also assumes that the interview schedule will be approved prior to scheduled interviews. We understand that individual changes may occur and will be worked out to the mutual satisfaction of both parties.
- All interviews will be conducted on-site at State of Michigan facilities or stated in the statement of work. Some/all follow-up discussions will be held via conference call.
- Analysis and work product/deliverable preparation will be done off-site at Gartner office locations.

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Statement of Work
Assumptions (cont.)

Other Key Assumptions

- Office space, telephones and access to the open Internet will be made available to Gartner staff at State of Michigan's locations for onsite project time.
- Gartner will have access to printing/copying services at State of Michigan's locations.
- All deliverables will be developed using Microsoft products (for example, Project, Excel, Word and PowerPoint). The Final Report will be in PowerPoint format.
- Any requests for additional information (beyond the details described in the tasks above) that are made by State of Michigan will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this proposal).
- Gartner resources proposed are based on a start date no later than 15 days after February 1, 2018. Should proposed resources not be available at the actual project start, Gartner will make every effort to support the project with requisite subject matter experts.

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Investment Summary

Gartner proposes to conduct the proposed engagement for firm-fixed price of $289,233, inclusive of all expenses. Fees will be invoiced according the following schedule:

Invoices will be provided by milestones as noted below. Milestone pricing is not provided on a la carte basis.

- Completion of Task 1: Project Initiation $28,923
- Completion of Task 2: Set Business Context $86,770
- Completion of Task 3: Evaluation Solution Options $115,693
- Completion of Task 4: Deliver Feasibility Report $57,847

All invoices are payable net 45 days from date of invoice. While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.

If State of Michigan requires a purchase order (PO) number, please specify the PO number in the Authorization section and forward a copy of the PO, with this agreement, to name/address or fax of appropriate individual. Ensure that the PO includes all labor and travel expenses quoted in this Statement of Work. Any pre-printed terms on the PO that are in addition to or in contradiction of the terms of this agreement shall be inapplicable.

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Statement of Work

Changes to Scope

The scope of this engagement is defined by this Statement of Work. All State of Michigan requests for changes to the SOW must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise State of Michigan of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to decide whether to proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

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 State of Michigan 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 additional work caused by a change in the assumptions set forth in this SOW

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Statement of Work
Authorization

This proposal is submitted subject to and in accordance with the terms and conditions of the Gartner Inc. and State of Michigan Department of Technology, Management and Budget Enterprise Procurement Contract No. 071B7700214 with an effective date of 30 September 2017. When signed by Gartner and the State of Michigan, this proposal/statement of work is an attachment to and governed by Contract No. 071B7700214 between the parties. These two documents will set forth the relationship between the parties for this engagement.

SUBMITTED ON BEHALF OF GARTNER, INC..	AGREED ON BEHALF OF STATE OF MICHIGAN
SIGNATURE	SIGNATURE
Paul Denvir, Senior Managing Partner	
PRINT NAME AND TITLE	PRINT NAME AND TITLE
5 January 2018	
DATE	DATE

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Statement of Work

Proposal Validity Period and Other Assurances

The Proposal, including the Statement of Work, is valid for 30 days from 5 January 2018.

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 Web site, www.gartner.com or contact the Office of the Ombudsman at ombudsman@gartner.com or +1 203 316 3334.

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- Engagement Context
- Statement of Work
- **Proposed Project Team**
- Gartner’s Application Strategy Overview
- Additional Information

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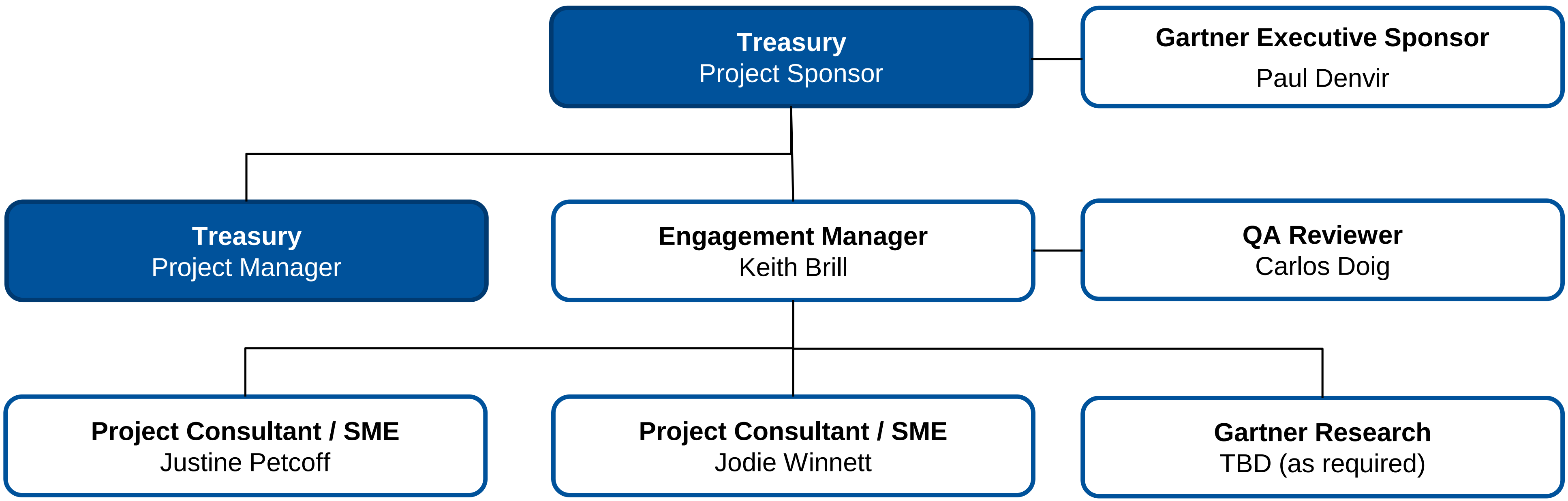
Project Team Overview

Gartner has created an organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise in tax systems, IT service delivery, and other domains.



Gartner Analysts and Senior Consulting Practitioners will be engaged as appropriate for the project.

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Project Team Roles and Responsibilities

Gartner Associate	Role	Responsibilities
Paul Denvir	Executive Sponsor	■ Ensure that Gartner activities support Treasury goals ■ Build and maintain a long-standing relationship with the Treasury ■ Provide high-level oversight to the project and become more heavily involved should any issue resolution be necessary
Keith Brill	Engagement Manager	■ Build and maintain a long-standing relationship with the Treasury ■ Lead the day-to-day execution of project tasks ■ Lead data collection, analysis, deliverable creation, and client presentations
Justine Petcoff Jodie Winnett	Project Consultant / SME	■ Participate in day-to-day project activities ■ Provide subject matter expertise as needed throughout the engagement ■ Participate in data collection, analysis, deliverable creation, and client presentations
Carlos Doig	Quality Assurance Reviewer	■ Provide quality assurance review of Gartner activities and deliverables throughout the engagement ■ Ensure deliverables meet Gartner quality standards ■ Ensure that Gartner activities support the Treasury's goals ■ Participate as facilitator in working sessions and executive briefings

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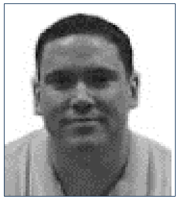
Paul Denvir

Senior Managing Partner, Gartner Consulting



Paul Denvir is a member of Gartner' Consulting's State and Local Government practice and has over 19 years experience in management consulting, professional services management, systems integration, sourcing, program management and quality assurance. Mr. Denvir has extensive experience with permitting and licensing systems in the public sector, and leads Gartner's Licensing and Permitting Service line. Recent experience include:

- For a large northeast municipal building department, led a Fit/Gap assessment to measure the suitability of the Accela licensing and permitting product suite for major components of its operations. Drove requirements definition and detailed Fit/Gap assessment for fit to the client's needs, and developed actionable recommendations for next steps based on the assessment findings. Also performed program management and quality assurance services in support of systems integrator-led implementation of the Accela licensing and permitting product suite
- For a combined City/County development services and code enforcement operation, assessed current performance across technology, organization, process and service levels to develop recommendations, future vision, and implementation roadmap. Presented recommendations to City and County executive and engaged industry and citizen organizations to gain buy-in for roadmap and prioritization of activities within.
- For a large east coast county, conducting a strategic assessment of planning, zoning, site development, permitting, code enforcement and ancillary functions to determine areas of improvement and opportunities to streamline operations. Developing improvement roadmap to help meet economic development and community engagement objectives.
- For a large municipality on the West Coast, served as subject matter expert for engagement to conduct a business analysis, vision and business case for an integrated licensing and permitting system across twelve City departments. Led development of service delivery model and "one-stop shop" concept for stakeholder interactions.
- For a County on the West Coast, served as subject matter expert for the licensing and permitting market, solution and deployment options, and recommended governance model for overall operations, as well as GIS. Participated in vendor demonstrations and provided input into evaluation and selection activities.

Prior to Gartner, Mr. Denvir worked as Vice President of professional services for Accela, Inc., a leading government permitting and licensing software provider.

Mr. Denvir received his MBA in Technology Management and MIS from the Graduate School of Management at the University of California at Davis, and his BA in Psychology from the University of Notre Dame.

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Keith P. Brill

Director, Gartner Consulting

Keith P. Brill is a Director in Gartner Consulting's Digital Strategy Practice with a focus on IT Organization and Governance, IT Transformation and IT Financial Management (ITFM). Mr. Brill is a former Chief Financial Officer (CFO) with twelve years of consulting experience delivering IT Transformation programs enabled by organizational design, governance, change management, strategic sourcing, financial management, and business process improvement.

He helps clients develop effective strategies, improve operational performance, and ultimately deliver technology products and services that are aligned to desired business outcomes. Mr. Brill's clients include public and private sector organizations in the Healthcare, Manufacturing, Retail, Life Sciences, and Energy & Utilities sectors.

Mr. Brill's recent project experience includes:

- For a large US City Department of Corrections Jail System – Mr. Brill is currently leading an applications modernization strategy, technical solutioning, requirements, procurement strategy and implementation planning project to replace legacy core applications and transform operational processes.
- For a NY State Municipality – Mr. Brill led is currently leading an applications modernization and technology transformation program including ERP strategy, solution options analysis, procurement, implementation planning and applications rationalization.
- For a global Accounting, Audit, Tax and Advisory Company – Mr. Brill led an IT organizational, staffing and skills assessment to prepare the company's IT organization to support 2x growth in business revenues over the next five years. This strategic project included a staffing and IT spend benchmark, IT skills and competencies inventory, and assessment and design of the future functional organization.
- For a global Sports Apparel and Equipment Manufacturer and Retailer – Mr. Brill served as an IT organizational design SME, providing insights on IT capabilities and roles of the future, including digital, Agile, DevOps, Architecture, Data Management and other capabilities.
- For a global Restaurant Fast Food Company – Mr. Brill co-led assessment of the company's ITFM capabilities within IT Finance and the Business Management Office to support a strategic globalization initiative. The team assessed the current state organization, gained consensus on target state ITFM capabilities, and developed the future state ITFM functional organization and transformation roadmap.
- For a NY State Insurance Carrier – Mr. Brill led business capability modeling and functional / technical requirements gathering to support modernization efforts to replace a legacy Billing and Collections system with a COTS solution. Through a collaborative approach, the team defined future state business capabilities, documented detailed solution requirements and prepared the client for a successful procurement.
- For a national Healthcare Provider — Mr. Brill co-led a three year strategy refresh for a 1,000-Full Time Employee (FTE) end user services organization to meet budget constraints and increasing business demand. The team delivered data-driven recommendations to achieve operational efficiencies by leveraging innovative technology, reducing demand through increased use of self-service and automation, and addressing resourcing constraints.

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Keith P. Brill

Director, Gartner Consulting (Cont.)

Project experience (continued):

- For a national Healthcare Provider — Mr. Brill was the contract negotiation financial lead and transition support consulting lead for a five year, $500 million IT managed services deal renewal, including business case, transition governance, service levels, stakeholder/change management, and training.
- For a global Industrial Manufacturer — Mr. Brill led financial modelling for a manufacturing footprint optimization and cost reduction project, consolidating simulated financial results for nearly 40 operating facilities worldwide across multiple future state manufacturing footprint scenarios to help identify a strategy to double revenue while increasing asset utilization.
- For a New York-based Non-Profit Healthcare Provider — Mr. Brill led contracting and negotiations for implementation of $10 million and $30 million Software as a Service (SaaS) healthcare solution implementations. Activities included supplier due diligence and negotiation of key Master Service Agreement (MSA) terms, Statements of Work (SOWs), Service Level Agreements (SLAs) and pricing.
- For a Natural Gas Utility — Mr. Brill led an end-to-end assessment of transactional data capture and internal and external regulatory reporting requirements across the organization in advance of an Enterprise Resource Planning (ERP) system upgrade, working with the Controller and Director of Corporate Accounting to develop recommendations related to account code block structure, chart of accounts redesign, people, underlying processes and financial systems.
- For a U.S. Cable and Telecom Provider — Mr. Brill co-led a cost reduction project involving operating performance reviews of multiple network, security and contact centers, identifying more than $80 million in potential cost savings over five years as part of corporate expense-reduction program.
- For a national Healthcare Provider — Mr. Brill co-led the assessment of an end-to-end server provisioning process that involved business customers, internal IT and a data center management services agreement. The team documented the current state process, identified value, waste, and defects in the process, designed incremental and transformational future state processes based on client workshops and industry best practice, and developed an implementation roadmap. Recommendations, which included greater use of standards and a rapid deployment environment, helped to reduce provisioning time by 67%.
- For a global Pharmaceutical Company — Mr. Brill led development of an IT roadmap business case for a $50 million global Pharmaceutical Technology organizational redesign. Recommendations included replacing legacy systems and developing an outsourcing Business Process Outsourcing (BPO) partnership to focus client operations on its core business.

Mr. Brill joins Gartner Consulting from PA Consulting Group, a UK-based management consultancy, where he was a Principal Consultant specializing in IT transformation and working across the Healthcare, Pharma, Energy/Utilities and Financial Services industries.

He holds an International MBA with a concentration in Finance, and a BS in Economics and Finance, and is ITIL® v3 Intermediate certified.

Mr. Brill is fluent in Spanish and has traveled throughout Mexico, Central and South America.

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Jodie Winnett

Principal, Winnett Civic Ingenuity

Ms. Winnett served as the Associate Director of the Illinois Department of Revenue from 2003 to 2012, and led the agency's effort to replace its aging tax-processing computer systems with a modern, integrated platform providing registration, processing, collection and audit functionality for more than 40 tax types, representing over $27 billion in annual revenue. Today, she is an independent consultant who often partners with Gartner on its tax and revenue work. Having spent a total of 18 years in government leadership positions, Ms. Winnett brings a deep understanding of complex organizations and the particular challenges of managing change in a public sector environment.

Ms. Winnett's recent projects include:

- Analysis of options for a state treasury department considering next steps in its ongoing tax system replacement effort.
- Independent Verification and Validation (IV&V) oversight of tax processing system modernization projects for the District of Columbia and the California Department of Tax and Fee Administration (formerly Board of Equalization)
- Change management and governance implementation around the centralization of IT services and infrastructure in a new State technology agency
- Communication and change management to support the implementation of a new social service case management system and customer self-service portal for a large Midwestern state.
- Analysis and process support for a state finance authority looking to restructure management a key state asset and conduct a selection process for a new management firm

Ms. Winnett earned a B.A. in political science from James Madison University and a Masters in public policy from the University of Chicago.

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Justine Petcoff

Consultant, Gartner Consulting

Justine Petcoff is a Consultant who joined Gartner's State and Local Government Consulting practice in 2016. Justine has over seven years of experience working closely with stakeholders in government and non-profit enterprises. This includes experience in strategic planning, requirement design and validation, business process analysis, solution scenario analysis, and application assessments. She is a member of Gartner's Licensing and Permitting, Enterprise Applications and Gartner's Project Portfolio Management practices.

Justine's project experience includes:

- For a large city agency – Assisted in the development of an application modernization strategy for the replacement of the client's key solution, through defining business capability model, designing future state business processes, conducting workshops with key client stakeholders to document and validated future system requirements, developing operational scenarios, and conducting a market scan analysis.
- For a Large Urban Fire Protection Agency — Provide strategic and advisory risk management as they implement a web based, mobile application to replace their manual paper based licensing and permitting process for inspection services.
- For a Large Urban Department of Correction Agency — Served as a functional analyst focused on business practices, documenting workflow and identifying new requirements to support the redesign of a major system supporting the Department's inmate management. This included visioning workshops for client stakeholders to develop requirements for the system.
- For a Governmental Trust — Performed internal control assessment through analyzing, evaluating and documenting controls, identifying areas of risk, and providing recommendation and implementation strategy for effective internal controls. Identified opportunities for increased operational efficiencies and developed recommended risk mitigation strategies.
- For Clients in Various Industries — Created benchmarking compensation analysis using external compensation surveys, proxies and 990's; assisted with compensation and long-term incentive plan design. Assisted clients in organization and staffing design, as well as Organizational Change Management strategies.
- For Large School Districts and Higher Education Organizations — Evaluated the design and effectiveness of client's internal controls over financial reporting; Prepared financial statements with related footnote disclosures, reports to those charged with governance and management letters, detailing identified opportunities for improvement to clients.
- For a Large Nonprofit Organization — Assisted in the development of the organization's five year strategic plan and a succession plan strategy; met with key executives to build a customized plan to meet organizations goals; facilitated workshops to help client develop a clear implementation path to execute recommended strategic plan.
- For Clients in Various Industries — Managed engagement budget, financials, deliverables, and timeline.

Justine holds a BBA in Accounting from Saint Mary's College and an MBA/MSA from the Quinlan School of Business, Loyola University of Chicago. Justine taught Economics as an Adjunct Instructor at Columbia College in Chicago.

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Carlos Doig

Associate Director, Gartner Consulting

Carlos Doig has more than 15 years of experience in the Public Sector and Information Technology industries. He has significant experience in helping Public Sector clients achieve their Agency's goals using technology and in PM/QA (Project Monitoring and Quality Assurance) projects.

Mr. Doig's recent Gartner project experience includes:

- For a large Midwestern state — Mr. Doig led the development of a strategic plan and roadmap for a business portal. The portal was intended to be a centralized location where business could process licenses, permits and registrations from ten state agencies. However, due to a number of governance and technical issues the portal had limited adoption from the business community. Mr. Doig and team worked to assess the portal and determine the issues affecting portal adoption. Additionally Mr. Doig helped the state define a future vision for the portal through a visioning workshop. Mr. Doig then defined a roadmap to allow the state to bridge the gap from the current state to the future vision. As a result of this engagement the state has refocused the portal to better meet customer needs and expectations.
- For the Department of Consumer Affairs of a large northeastern city — Mr. Doig led the Project Monitoring and Quality Assurance (PM/QA) oversight of three work streams. The Department of Consumer Affairs is responsible for the licensing of more than 78,000 business in 55 industries. To better meet customer and agency needs, the department was replacing an aging mainframe solution with a modern enterprise licensing and permitting solution. Mr. Doig oversaw the data conversion of over 17 million records, the creation of over 110 reports and correspondence and the configuration of the legal department processes. As a result of Mr. Doig's involvement the Department has a new and flexible system that will help them address evolving challenges of licensing in the future.
- For the New York City Department of City Planning — Mr. Doig led the development of functional requirements for a new project management system. The agency wanted to streamline its permitting processes and change its culture and needed a new system support these changes. As part of this effort Mr. Doig leveraged Gartner's "Life of the Process" methodology to develop a comprehensive set of requirements that described the new system's functionality. Mr. Doig led the development of a business architecture, use cases and process analysis. As a result of these efforts, the agency is the process of releasing an RFP to solicit vendors to implement the new system.
- For the Massachusetts Bay Transportation Authority (MBTA) — Mr. Doig conducted a review of a cloud services RFP. The RFP solicited vendors to provide cloud infrastructure and related services to support a strategic plan to move critical business applications to a cloud service delivery model. Mr. Doig evaluated the RFP against Gartner IT procurement best practices and made recommendations to improve the likelihood of project success and reduce risks to the MBTA. Additionally, a total cost of ownership estimate was developed leveraging Gartner's research on cloud offerings. After approval from the MBTA's CFO, the updated RFP was released to vendors for their response.
- For a major IT hardware firm — Mr. Doig assisted with the development of a business case supporting the expansion of a business alliance with another technology company. While the alliance was successful there was a desire to expand it within the data center space. Mr. Doig created a business case around three opportunities representing approximately $200m in revenue. The final deliverable was part of a presentation to the CEOs of both companies.

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Carlos Doig

Associate Director, Gartner Consulting (Cont.)

Project experience (continued):

- For the New York City Department of Finance (DOF) — Mr. Doig provided critical program management and risk management services to support the client's implementation of an integrated tax system. DOF wanted to replace two legacy applications that manage the collection of over $10 billion in business and excise tax revenue with a modern integrated tax system that would support all aspects of the tax process including tax administration, billing, accounting, compliance, case management and audit operations. Mr. Doig led a team of Gartner consultants that evaluated project progress and supported DOF project management in addressing identified issues and risks. The team worked with DOF and the system integrator to address issues and risks in the following work streams: design, development, data conversion, testing and training. As a results of these efforts DOF is better positioned to receive the maximum benefit from their investment in a new integrated tax system.
- For the City of New York — Mr. Doig led the business process PM/QA work stream for a large, complex enterprise content management system implementation. The main objective of the system is to modernize and streamline the City of New York's procurement processes, which manages more than $15 billion in procurements per year. Mr. Doig assisted the City of New York with the solicitation, evaluation and contract negotiation process to determine a chosen vendor. Mr. Doig oversaw the development of the governance structure, validation of business and technical requirements, development of business process designs and conceptual designs. As a result of Mr. Doig's effort, an enterprise content management solution was implemented and has significantly improved the efficiency and transparency of the City of New York's procurement process.
- For a major Bank — Mr. Doig assisted with the identification of new business opportunities. Mr. Doig and his colleagues used Value Nets Analysis, a Value Exchange Workshop and a Prioritization Workshop to help their client in the process of identifying promising business opportunities. The result of the engagement was a group of 12 prioritized initiatives. The most promising initiative was further developed and eventually resulted in a $22 million joint venture between the bank and another major financial services institution.

Prior to joining Gartner, Mr. Doig worked for IBM in a variety of consulting and IT roles. He worked with IBM's Internal Consulting practice provided strategic and operational business consulting to IBM's business units. He also worked with IBM's Financial Services practice providing strategic consulting services to the Banking and Insurance industries.

Mr. Doig graduated from the Stern School of Business at New York University with an MBA with distinction in Finance and Information Systems. He graduated as a Stern Scholar (top 10% of the class). Mr. Doig earned his bachelor degree from the University of Connecticut, where he studied Electrical Engineering and graduated Summa Cum Laude. Additionally, he attended the University of Granada in Spain and the Hong Kong University of Science and Technology in China. Mr. Doig is fluent in Spanish.

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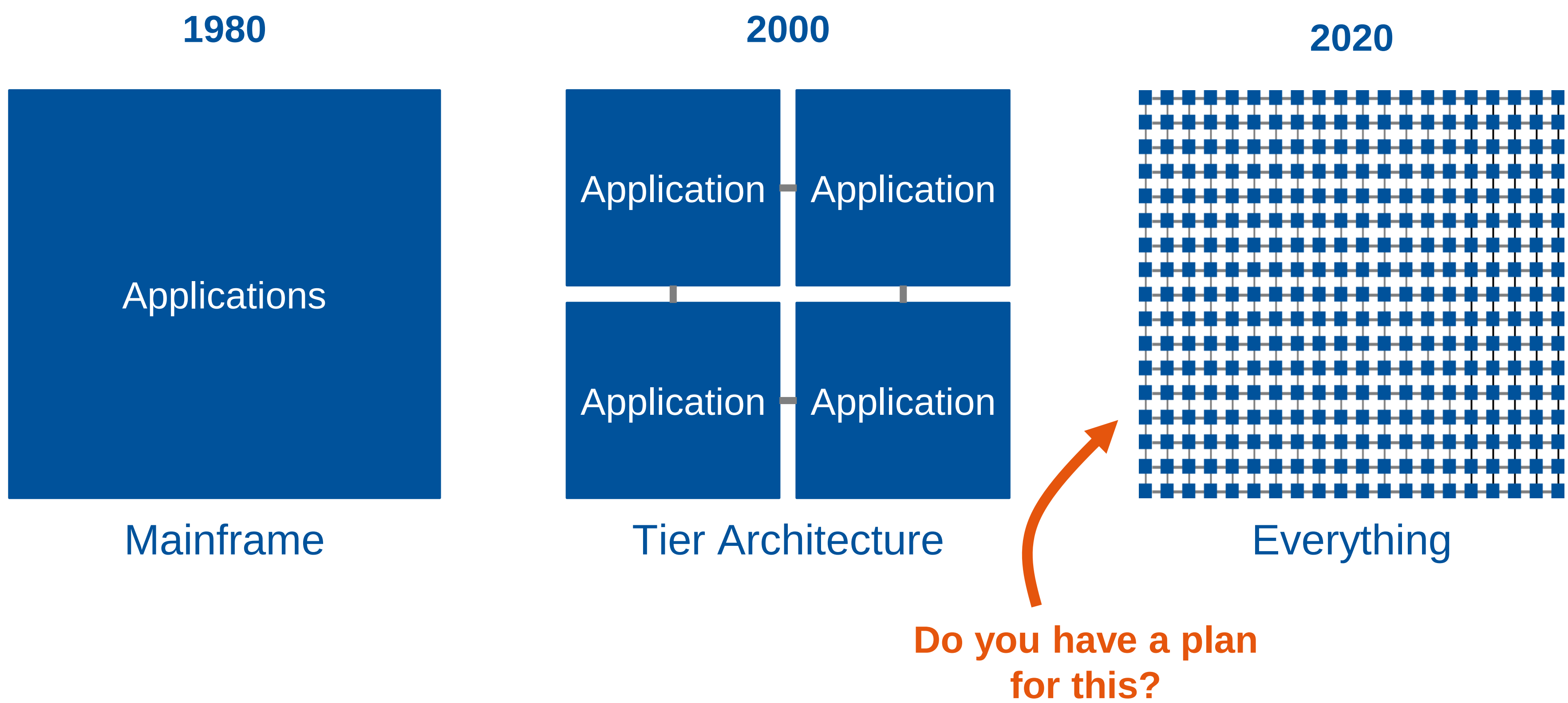
Gartner Point of View

By 2020, approximately 30 billion things will be connected by applications….



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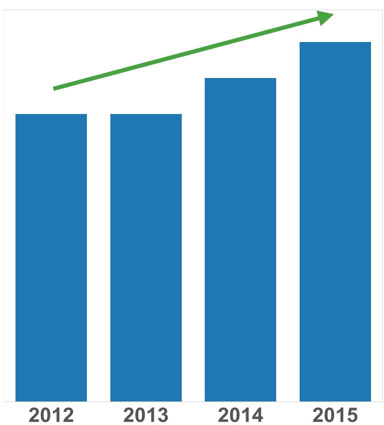
Gartner Point of View

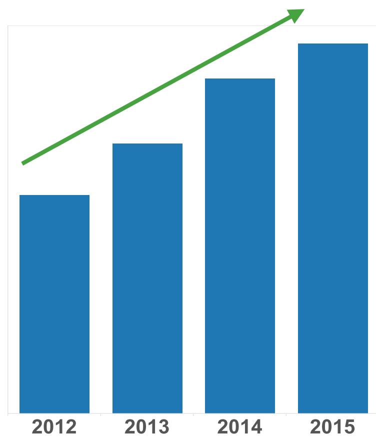
For many, the legacy portfolio is so complex and the backlog so large that these changes are perceived as impossible

Cost



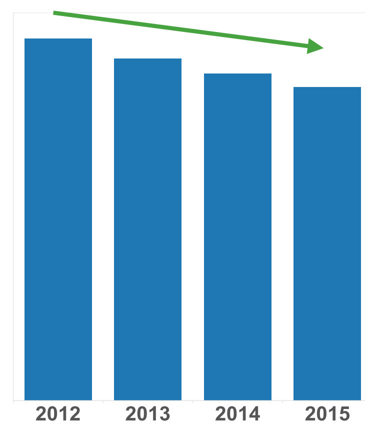
Application support cost as a percent of IT spend

Risk



Deferred infrastructure and application maintenance (IT Debt)

Agility



Ease of process and application change

Reality check:

An application strategy addresses these current challenges as well as plans for the digital future

*Based on Gartner IT Key Metric and Gartner AppScore data

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Application Strategy Methodology

An Application Strategy is a business plan to connect digital assets and transform legacy technology so your organization can move faster and leaner. It starts with business capabilities, and uses hard data to drive investment options.

Gartner's Five Principles for Application Strategy

1. Follow a consistent and repeatable approach with each business stakeholder
2. Structure the conversation in a business vernacular each stakeholder understands
3. Enable agility across business capabilities with integration and APIs
4. Accelerate change based on current application value and data quality
5. Recommend deployment and delivery options as the basis for business change

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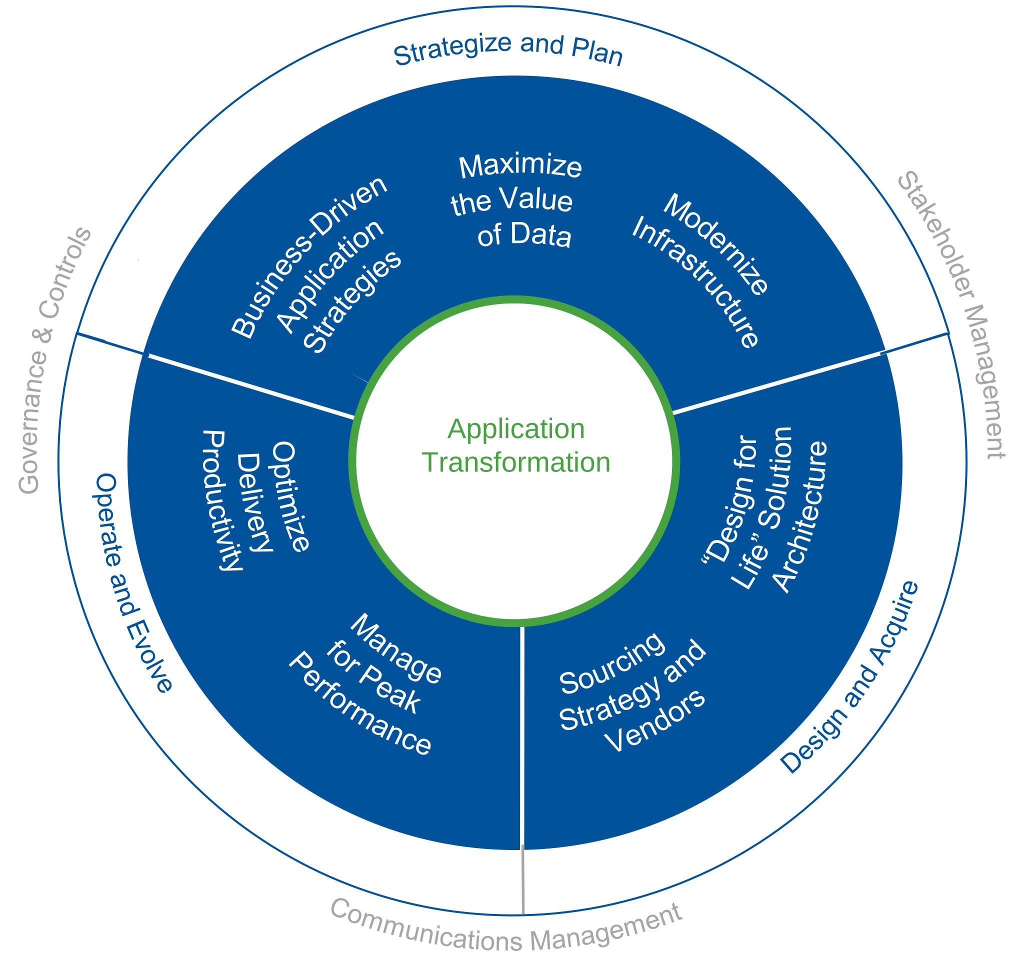
Gartner's Application Transformation Life Cycle



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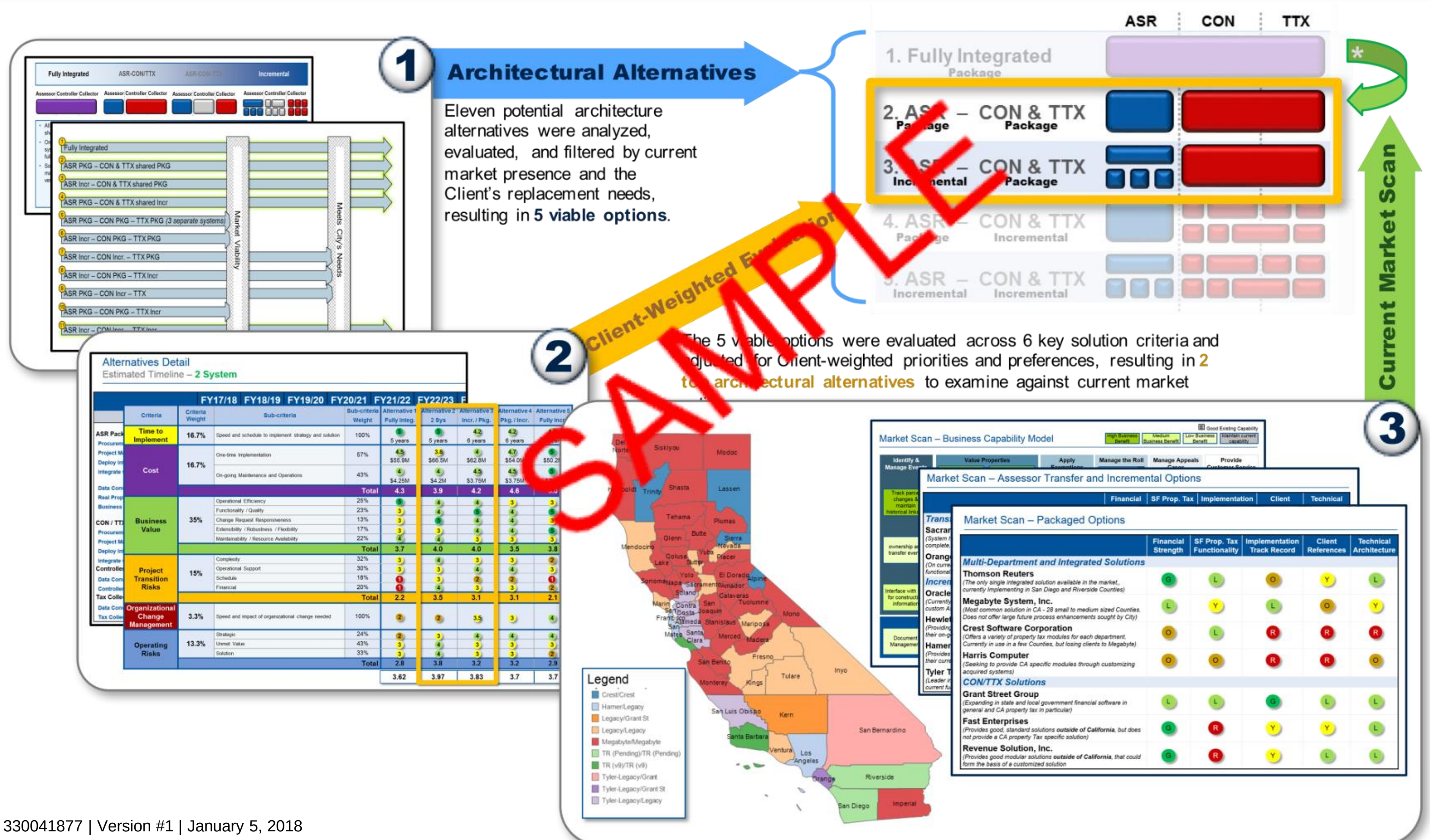
Sample Output – Alternatives Analysis and Procurement Strategy

The Client should take a 2-System approach consisting of separate, concurrent procurements:

***1)** A packaged Tax solution, and*

***2)** A packaged or incrementally developed Analytics solution.*

*Any fully-integrated vendor(s) may bid on both.



Competitive procurements are in the best interest of the Client

It is only possible to have two competitive procurements if the **fully-integrated solution is split apart and procured as separate business Unit packages** (proven possible in other markets)

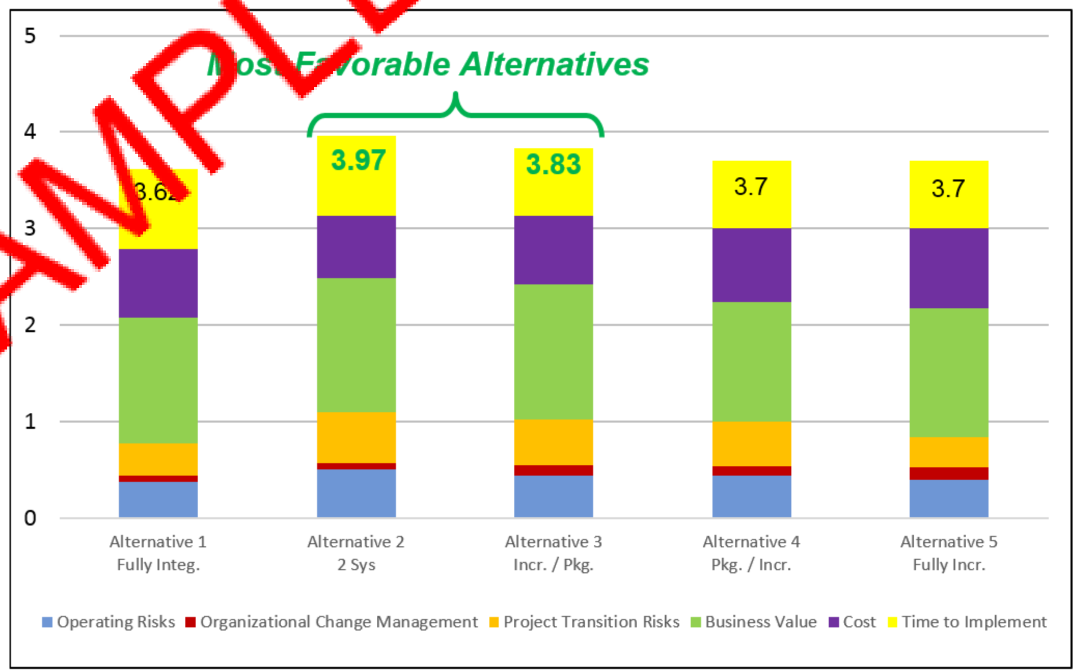
A fully-integrated solution vendor will likely only participate if **both business Unit procurements and implementations happen concurrently -** to incentivize the fully-integrated vendor to participate and compete in each offering.

Sample Output – Rating of Architectural Alternatives

- The five (5) viable Architectural Alternatives were evaluated across 6 key solution criteria and adjusted for City-weighted priorities and preferences
- Two top rated alternatives were identified as the most favorable alternatives:
  - ***A packaged Tax solution***
  - ***A packaged or incrementally developed Analytics solution***

SAMPLE

Criteria	Criteria Weight	Sub-criteria	Sub-criteria Weight
Time to Implement	16.7%	Speed and schedule to implement strategy and solution	100%
Cost	16.7%	One-time Implementation	57%
		On-going Maintenance and Operations	43%
Business Value	35%	Operational Efficiency	25%
		Functionality / Quality	23%
		Change Request Responsiveness	13%
		Extensibility / Robustness / Flexibility	[illegible]
		Maintainability / Resource Availability	22%
Project Transition Risks	15%	Complexity	32%
		Operational Support	30%
		Schedule	18%
		Financial	20%
Organizational Change Management	3.3%	Speed and impact of organizational change needed	100%
Operating Risks	13.3%	Strategic	24%
		Unmet Value	43%
		Solution	33%



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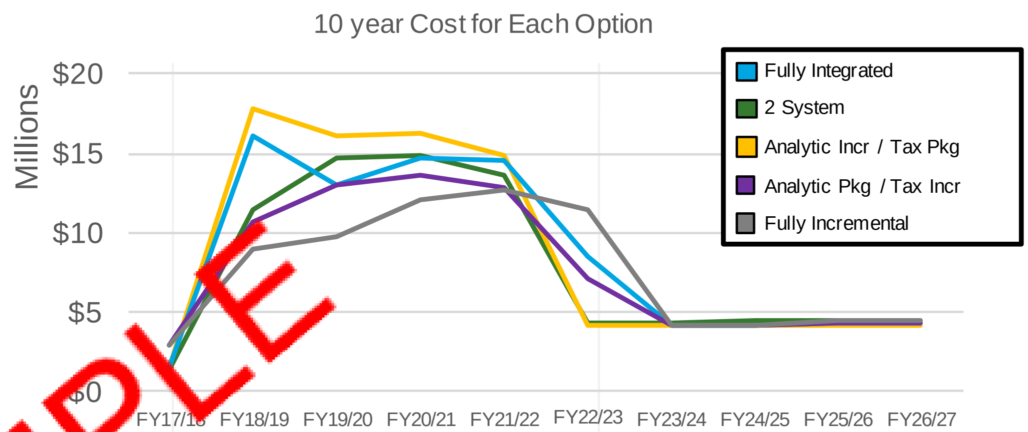
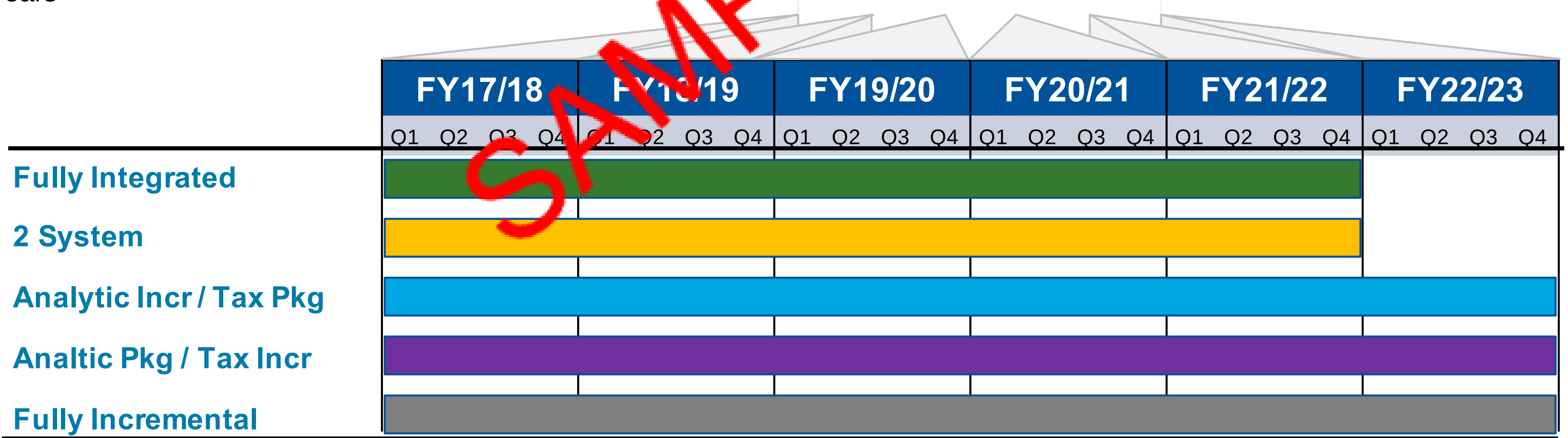
Sample Output – Architectural Alternative Analysis: Cost and Time

The two quantifiable metrics in the alternatives analysis are cost and time to implement. Although there is some differentiation between the cost and timing of the solutions, the quantitative metrics do not provide strong significant differences:

- One-time costs range from \$50M - \$66M, with the Fully incremental being the lowest option
- Time to implement ranges from 5-6 years with Fully Integrated and the 2-System option both taking 5 years





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Sample Output – Detailed Ratings

Best architectural options

Criteria	Criteria Weight	Sub-criteria	Sub-criteria Weight	Alternative 1 Fully Integ.	Alternative 2 2 Sys	Alternative 3 Incr. / Pkg.	Alternative 4 Pkg. / Incr.	Alternative 5 Fully Incr.
Time to Implement	16.7%	Speed and schedule to implement strategy and solution	100%	5 5 years	5 5 years	4.2 6 years	4.2 6 years	4.2 6 years
Cost	16.7%	One-time Implementation	57%	4.5 $55.9M	3.8 $66.5M	4 $62.8M	4.7 $54.0M	5 $50.2M
		On-going Maintenance and Operations	43%	4 $4.25M	4 $4.2M	4.5 $3.75M	4.5 $3.75M	5 $3.4M
			Total	4.3	3.9	4.2	4.6	5.0
Business Value	35%	Operational Efficiency	25%	5	4	4	3	3
		Functionality / Quality	23%	3	4	5	4	5
		Change Request Responsiveness	13%	3	5	4	4	3
		Extensibility / Robustness / Flexibility	17%	3	3	4	4	5
		Maintainability / Resource Availability	22%	4	4	3	3	3
			Total	3.7	4.0	4.0	3.5	3.8
Project Transition Risks	15%	Complexity	32%	3	4	3	3	2
		Operational Support	30%	3	3	4	4	3
		Schedule	18%	1	3	2	2	1
		Financial	20%	1	4	3	3	2
			Total	2.2	3.5	3.1	3.1	2.1
Organizational Change Management	3.3%	Speed and impact of organizational change needed	100%	2	2	3.5	3	4
Operating Risks	13.3%	Strategic	24%	2	3	4	4	4
		Unmet Value	43%	3	4	3	3	3
		Solution	33%	3	4	3	3	2
			Total	2.8	3.8	3.2	3.2	2.9
				3.62	3.97	3.83	3.7	3.7

Least favorable 1 2 3 4 5 Most favorable

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- Engagement Context
- Statement of Work
- Proposed Project Team
- Gartner's Application Strategy Overview
- **Additional Information**

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Additional Information – Gartner's Approach to Strategic Sourcing

In addition to the services contained in this scope of work, Gartner can provide strategic sourcing in support of the full procurement lifecycle.

1 Sourcing Strategy

- Validate Sourcing Objectives and Criteria
- Assess Sourcing Options
- Determine In-Source / Outsource Mix
- Establish Business Case
- Define Vendor Shortlist
- Develop Sourcing Roadmap

2 Evaluation & Selection

- Develop RFP and Bid Package
- Define evaluation criteria and selection process
- Evaluate vendor responses and solution fit
- Evaluate pricing and business case
- Best and final offers
- Recommend vendor(s)

3 Contract Negotiations

- Negotiations Strategy
- Governance model
- Performance metrics
- Payments models
- Terms and conditions
- Provision for changes
- Due Diligence
- Innovation
- Disentanglement
- Renegotiations

4 Sourcing Management

- Transition management
- Relationship Performance Assessment
- Performance management
- Dashboards
- Vendor ecosystem
- Change management
- Innovation management
- Retained org assessment
- Vendor management

Global Delivery Management

Vendor Management

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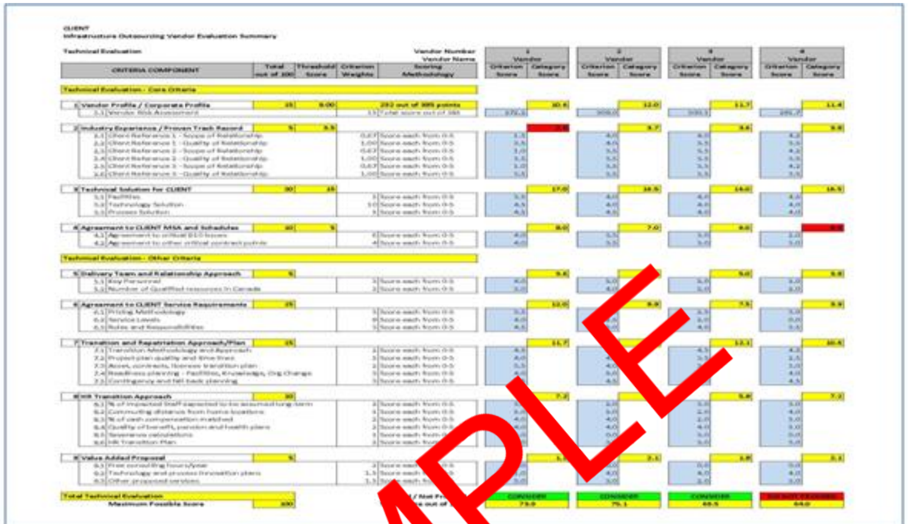
Sample Output – Sourcing Deliverables



SAMPLE

Table of Contents

List of Tables

Available Proposal Points	500	Evaluator:	ADD EVALUATOR NAME
1. Approach and Methodology	30%		
2. Quantity and Quality of Successful Relevant Experience	30%		
3. Organizational Capability (Quality of Proposed Project Team)	40%		
Total	100%		

NYC HHS Accelerator
SPEEDING PROCUREMENT & INNOVATION

1. Approach and Methodology	Sub-Sec. Weight	Overall Weight	Total Possible Points	Proposal 1	Proposal 2	Proposal 3	Proposal 4	Proposal 5	Proposal 6
Implementation Services	25%	7.50%	37.50	0.00	0.00	0.00	0.00	0.00	0.00
Implementation and SDLC Approach	40%	3.00%	15.00	0.00	0.00	0.00	0.00	0.00	0.00
Project Management Approach	30%	2.25%	11.25	0.00	0.00	0.00	0.00	0.00	0.00
Project Plan and Schedule	30%	2.25%	11.25	0.00	0.00	0.00	0.00	0.00	0.00
Proposed Solution Architecture	50%	15.00%	75.00	0.00	0.00	0.00	0.00	0.00	0.00
Compliance with Functional Requirements	50%	7.50%	37.50	0.00	0.00	0.00	0.00	0.00	0.00
Compliance with Technical Requirements and Architecture	50%	7.50%	37.50	0.00	0.00	0.00	0.00	0.00	0.00
Risk Management Strategy	10%	3.00%	15.00	0.00	0.00	0.00	0.00	0.00	0.00
Production Services	15%	4.50%	22.50	0.00	0.00	0.00	0.00	0.00	0.00
Total	100%	30%	150.00	0.00	0.00	0.00	0.00	0.00	0.00

2. Quantity and Quality of Successful Relevant Experience	Sub-Sec. Weight	Overall Weight	Total Possible Points	Proposal 1	Proposal 2	Proposal 3	Proposal 4	Proposal 5	Proposal 6
Health and Human Services	40%	12.00%	60.00	0.00	0.00	0.00	0.00	0.00	0.00
Enterprise Content Management	40%	12.00%	60.00	0.00	0.00	0.00	0.00	0.00	0.00
Procurement Management Systems	20%	6.00%	30.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	100%	30%	150.00	0.00	0.00	0.00	0.00	0.00	0.00

3. Organizational Capability (Quality of Proposed Project Team)	Sub-Sec. Weight	Overall Weight	Total Possible Points	Proposal 1	Proposal 2	Proposal 3	Proposal 4	Proposal 5	Proposal 6
Project Team Experience and Skills	75%	30.00%	150.00	0.00	0.00	0.00	0.00	0.00	0.00
Technology Experience and Skills	30%	9.00%	45.00	0.00	0.00	0.00	0.00	0.00	0.00
Experience in Role	25%	7.50%	37.50	0.00	0.00	0.00	0.00	0.00	0.00
Experience in Government	15%	4.50%	22.50	0.00	0.00	0.00	0.00	0.00	0.00
Experience in Health and Human Services	5%	1.50%	7.50	0.00	0.00	0.00	0.00	0.00	0.00
Comparable Project Size and Complexity	25%	7.50%	37.50	0.00	0.00	0.00	0.00	0.00	0.00
Allocation of Roles and Responsibilities	25%	10.00%	50.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	100%	40%	200.00	0.00	0.00	0.00	0.00	0.00	0.00
		100%	500.00	0.00	0.00	0.00	0.00	0.00	0.00

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Gartner®

Contacts

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Senior Managing Partner
Gartner Consulting
Telephone: +1 908-249-8007
paul.denvir@gartner.com

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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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 071B7700214
between
THE STATE OF MICHIGAN
and

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

STATE			
Program Manager	Tamara Colosky	DTMB
	517-230-6684	
	ColoskyT@michigan.gov	
Contract Administrator	Malathi Natarajan	DTMB
	517-284-7030	
	NatarajanM@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Information Technology Research and Advisory Services (IT-RAS) - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 30, 2017	September 30, 2020	2,1 year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Contract is awarded from Request for Proposal # 007117B0011385 published on Buy4Michigan.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			$0.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent **(Print or Type)**

Date

FOR THE STATE:

Signature

Heather Calahan, Category Director - IT

Central Procurement – Enterprise Sourcing

Date

STATE OF MICHIGAN

1. **Program Identification.**
   The State has established a pre-qualification program ("Program") designed to provide a pool of pre-qualified contractors to assist Michigan Department of Technology, Management and Budget (DTMB) and support its information technology operations with Information Technology Research and Advisory Services (IT-RAS). 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.

2. Pre-Qualified Contractors. The pre-qualified contractors were selected through a competitive bidding process. The contractors are:

Contract Number	Contractor Name
071B7700214	Gartner, Inc.,
071B7700215	IDC Research, Inc.,
071B7700216	Info-Tech Research Group Inc.,

STATE OF MICHIGAN

CONTRACT TERMS

This CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and GARTNER GROUP INC ("**Contractor**"). This Contract is effective on September 30, 2017 ("**Effective Date**"), and unless terminated, expires on September 30, 2020.

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in Schedule A – Statement of Work ("**Contract SOW**"), and any applicable engagement Statement of Work (collectively "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in the applicable Statement of Work.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the applicable Statement of Work; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the applicable Statement of Work; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Malathi Natarajan PO Box 30026	Phillip A. Cummings 4501 North Fairfax Drive - 8th Floor

Lansing, MI 48909-7526 Natarajanm@michigan.gov 517-284-7030	Arlington, VA 22203 Email: Phillip.Cummings@gartner.com Phone:703-387-5619

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Malathi Natarajan PO Box 30026 Lansing, MI 48909-7526 Natarajanm@michigan.gov 517-284-7030	Phillip A. Cummings 4501 North Fairfax Drive - 8th Floor Arlington, VA 22203 Email: Phillip.Cummings@gartner.com Phone:703-387-5619

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
Tamara Colosky 320 S. Walnut St. Lansing, MI, 48933 ColoskyT@michigan.gov 517-230-6684	Erol Piskin 4501 North Fairfax Drive - 8th Floor Arlington, VA 22203 Email: Erol.Piskin@gartner.com Phone:616-450-0468

5. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
Minimal Limits: $1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimal Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimal Limits: $3,000,000 Each Occurrence $3,000,000 Annual Aggregate Deductible Maximum: $50,000 Per Loss	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

6. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

   Department of Technology, Management and Budget
   Cashiering
   P.O. Box 30681
   Lansing, MI 48909

   Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

   The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

7. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

   If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

   Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

8. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

9. **Intellectual Property.** Licensing and ownership of services and deliverables is set forth on Schedule C to this Contract.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Contractor Personnel.**
    a. The State may require Contractor to remove or reassign personnel by providing a notice to Contractor.
    b. To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. All Contractor personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.
    c. Upon request, prior to assignment, Contractor will
       i. ensure that such Contractor personnel have the legal right to work in the United States; and
       ii. require such Contractor personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors that have access to State data or State's systems, prior to their assignment. The scope is at the discretion of the State and

documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

    In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in the Contract SOW.

16. **Acceptance.**
    Acceptance for subscription based services will be set forth on Schedule C. Acceptance for services and deliverables for Contractor's consulting services will be set forth in the engagement Statement of Work.

17. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Subscription based services will be billed on a prepaid annual basis. Consulting services will be billed in accordance with the terms of the engagement Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if services purchased under this Agreement are for the State's exclusive use. .

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes 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 disputed.

    The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.
    Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

18. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in the applicable Statement of Work.

19. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

20. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

    If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 21, Termination for Convenience.

    The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

21. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 22, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

22. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

23. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

    The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

    The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

    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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

24. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.

25. **Limitation of Liability.** Neither party will be liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Except for Contractor's obligation of Indemnification for infringement, neither party's aggregate liability to the other party will exceed the amount of fees charged for services in the previous twelve months.

26. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

27. State Data.

a. Ownership. The State's data ("**State Data,**" which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

c. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This Section survives termination or expiration of this Contract.

28. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to 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 responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

29. Data Privacy and Information Security.

a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State. Contractor must implement any required safeguards as identified by any audit of Contractor's data privacy and information security program.

30. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

31. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 20, Termination for Cause.

32. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

33. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

34. **Nondiscrimination.** Under the Elliott-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.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

35. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

36. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

37. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

38. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

39. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

40. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

41. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

42. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

43. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

44. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

45. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

46. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – 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 must cross the entire spectrum of computing and telecommunications technologies, including business, management, and governmental perspectives. The expertise must 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

In March 2016, Governor Rick Snyder created the 21st Century Infrastructure Commission. The Commission developed a list of 110 solutions to improve Michigan's infrastructure and enhance the quality of life for all Michiganders. Many of the recommendations found within the report focus on internet of things, communications and cybersecurity. The commission's final report can be found here:
http://www.michigan.gov/documents/snyder/21st_Century_Infrastructure_Commission_Report_555079_7.pdf

Michigan's IT Strategic Plan for 2015-2019, is viewable at: http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351---,00.html

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 IT and governance organizations facing similar challenges to provide risk reduction in its decision-making.

Rapidly evolving technologies and strategies make it impractical to possess comprehensive 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 of Michigan determines its current and future technology-related capability requirements. DTMB also needs expedited responses when critical technical issues arise which require timely resolution.

1. The mission of your agency.
2. The problem, issues, events leading to the current situation and this RFP (such as regulatory changes, to meet new federal/state requirements or a new initiative of the Governor, replacement of paper processes)
3. The goals and business objectives of this project
4. Other projects/entities involved
   a. part of a larger project
   b. concurrent projects that will be impacting this project
   c. systems and users involved, including other agencies, contractors, and entities to be involved with the project.
5. Location(s) of involved office(s)
6. Documents and web-accessible information available to assist contractors in preparing proposals
7. Description of any systems, hardware and practices in place that will affect services to be provided

This Contract is inclusive of the type of service listed below:

1. Reader seat only

- Subscription only includes access to published research

2. Reader seat and Analyst Inquiry

- Subscription includes access to published research and analysts
- Subscription also includes access to webinars and document review

3. Leadership Council or Boards

- Subscription focuses on specific research and roles, to include but not limited to: Cybersecurity, Enterprise Architecture, IT Procurement, CIO, and CTO.
- Subscription includes complimentary passes to provider's conferences and/or Symposiums
- Subscription also includes access to research and analysts within a specific topic area

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 and Advisory Services
    1. Analyst Inquiry Calls
    2. Research Materials
    3. Web Access
    4. Single point of contact for account or client service representative

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

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Schedule A, Section 1.104, Work and Deliverables.

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 with the scope of this Contract.

1.103 Environment

The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, 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 as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:
http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB 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 MDTMB. 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 MDTMB Project Manager 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 MDTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:
http://www.michigan.gov/documents/dmb/1210.32.pdf
http://www.michigan.gov/documents/dmb/1325_193160_7.pdf
http://www.michigan.gov/documents/dmb/1335_193161_7.pdf
http://www.michigan.gov/documents/dmb/1340_193162_7.pdf

Look and Feel Standard

All software items provided by the Contractor must be ADA complaint and adhere to the Look and Feel Standards www.michigan.gov/somlookandfeelstandards.

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/suite

1.104 Work and Deliverables

Contractor must provide deliverables/services and staff, and otherwise do things necessary for or incidental to the performance of work, as set forth below:

A. Research and Advisory Services

The majority of the work and deliverables will consist of DTMB's self-service access to research and advisory documents 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 the things necessary for or incidental to the performance of work. DTMB reserves the right to negotiate services different from those listed. At minimum, registered users must have unlimited access to research.

1. Analyst Inquiry

DTMB may make unlimited ad hoc inquires to analysts on issues and subjects of concern to DTMB. Analysts, or client service representatives, shall respond to these requests by email or telephone. Additional deliverables for analyst inquiries include:

- 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 minute to 1 hour telephone conferences with ability to include non-users in teleconference with registered users, with the vendor providing a toll-free number for the calls, using 8 or less employees.

2. Research Materials

The subscription needs to be comprehensive and span all aspects of management, planning, governance, and operation of IT resources in the public sector. The following list indicates the areas of focus for the State of Michigan:

- Agile Development
- Application Development
- Application Development – cloud native

- Application Development – release management
- Application Development – secure coding
- Application Development and Modernization
- Audit compliance issues or findings
- Best Practices
- Big Data
- Biometrics – Understand User Behavior and Associated Technology
- Broadband
- Business Intelligence
- Business Process Management
- Case Studies on various IT subject matter
- Cloud Computing
- Coaching and training
- Consolidation
- Content Management
- Contract Lifecycle Management
- Contract Negotiation
- CRM
- Customer Communications Management
- Customer Experience – Management, Government, Public Sector
- Cybersecurity – Enterprise and Workforce Development
- Cybersecurity and Risk Mitigation
- Data Center Management
- Data Centers
- Data Leaks/Loss Prevention
- Digital Communications
- Digital Transformation
- Digital Workforce
- Disaster Recovery
- e911
- E-Discovery
- E-Government Solutions
- Email
- Enterprise Architecture
- Enterprise Collaboration – Applications, Communications, Data, Directories, Documents, Workflow
- Enterprise Information Management and Privileged Access
- E-Purchasing Software
- E-Signatures
- Executive IT Focus (Roles: CIO, CTO, CISO)
- Geographic Information Systems
- Governance, Risk, and Compliance
- Government Collaboration and Information Sharing
- Government-Specific Issues – Funding, Legislation, Privacy, Resource and Talent Constraints
- ICT – classifications, Key metrics, workforce hiring
- Identity Management
- Information Infrastructure Modernization
- Information Security Management
- Infrastructure Agility
- Infrastructure and Operations
- Infrastructure Services
- Internet of Things – Best Practices, Security, Emerging Technologies, Planning, Workforce Development
- IT and Cybersecurity-focused Workforce Hiring and Training
- IT Asset Management
- IT Investment
- IT Metrics and Measurements
- IT Organization – Structures, Budget Planning, Best Practices, Financial Forecasting, Governance, Management, Staffing

- IT Procurement
- IT Project and Portfolio Management
- IT Risk Management
- IT Skills Enhancement and Training
- IT Strategic Planning
- IT Trends and Emerging Technologies
- Leadership Development
- Legacy Application Systems and Modernization
- Lifecycle – PCs, Servers, Services, Smart Devices
- Mobile – Computing, Data Protection, Devices
- Network Security
- NG911
- Operational Excellence
- PC Software
- Policies – IT, Compliance, Risk, Cybersecurity
- Project Management
- Project Portfolio Management
- Purchasing and Product Selection
- Security – Network, PCs, Servers, Web Applications, Incident Response, Information and Event Management
- Smart City/State Initiatives – Best Practices and Use Cases
- Smart Devices, Sensors and Autonomous Vehicles
- Smart Buildings and Infrastructure
- Smart Devices and Platforms
- Software as a Service
- Software – Auditing, Licensing, Services
- Sourcing and Vendor Management
- Staff Augmentation
- Strategic Planning – IT, IoT and Cybersecurity
- Telecommunications – Unified Communications, Contact Centers, Service Catalogs
- Vendor Assessments and Comparisons
- Virtualization – PC, Servers, Storage
- WAN Optimization
- Web Content Management
- Web Services
- Zero Trust Security Architecture

3. Web Access

The majority of the work and deliverables will consist of DTMB's self-service access to the published research available on the provider's website. Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work. At a minimum, unlimited web access and inquiry to all research and advisory documents must be available 24x7. Additional requirements include:

- 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, author or topic
- System must provide a site map
- 24x7 unlimited web access to all published research and advisory documents

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 plans, architecture plans, security plans, Statements of Work, Request for Information, Request for Proposal (RFP) review, bidder responses and cost proposals.

C. Post Award Marketing Plan

Below is the Contractor's 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. Marketing must be done for the period following initial contract signing for the subscription and continued throughout the term of the subscription.

Contractor's Commitment:

The State of Michigan (SOM) will have a Gartner delivery and account team assigned to SOM. These resources will work with the licensee's on a regular basis to ensure that Gartner is aligned with the State's key initiatives and is providing assistance in support of those initiatives. These contacts and meetings will be at the licensee's availability and cadence. These interactions will support the licensee's initiatives through the effective use of the experience of the delivery team, Gartner Subject matter experts, and through the use of Gartner published research. Additionally Gartner Events and peer connections will be facilitated by the Gartner delivery team, through the licensee's need for these additional activities.

The account team will also work with the licensees as well as work with other State employees who may not currently have a license. The Gartner account team with work with the State employee to understand the key initiatives and to jointly determine if a license is needed to provide the additional resources such as an assigned delivery team.
The account team will also continue to work with the State Executive management to mutually agree on topics for presentations provided in Local Briefing's. These local briefings will be held in cities in the State, which any state employee can attend at no charge.

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 separate request along with a detailed statement of work, including deliverables to be provided (See Attachment D: Statement of Work Template)

When a consulting 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 project timeframe. Resumes may be required. DTMB will have the sole right to accept or reject the proposal, or ask for modification.

E. Added Value Services

The State of Michigan is interested in services that may add value to the aforementioned requirements. Examples include, but are not limited to:

- Research analyst on-site to provide presentations and facilitated sessions.
- Admission to vendor's conferences.
- Pre-recorded media or presentations.
- Webinar briefings and presentations.
- Executive support – access for DTMB executives to national-level governmental IT executive forums and peer groups to promote understanding of IT-related issues.
- Government Focus – overall research capability to provide information, wide range of services and solutions in complex IT market; expertise in serving the government market and understanding of government needs.
- Shared resources across the enterprise
- Analyst or subject matter expert presentations via conferences, workshops, seminars, etc. with corresponding documentation made available after completion of session
- Research analyst online briefings, podcasts and webinars.

Contractor's Commitment:

Gartner Events

Gartner will provide admission to IT symposiums and conferences geared toward information sharing and in-depth analysis of IT issues and trends.

Private Online Peer Community

Gartner will offer a private peer community for the State to interact with other IT peers, share best practices, learn about what similar organizations are doing and avoid possible pitfalls. Gartner will offer a private online peer community, free from any IT vendor or marketer participation.

Talking Technology Series
The State will have access to the Talking Technology Series which will commentary 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.

Webinars
All State personnel will have the ability to select from and participate in about 300 Gartner Webinars a year. Webinar topics will include IT management, emerging technologies, trends and vendors. After a presentation by a Gartner analyst, State participants will be able to ask questions to Gartner's subject matter experts. The International Information Systems Security Certification Consortium has agreed to provide a continuing education credit (CEU) for attending select Gartner security-focused.

Executive Briefings
The State will have access to a full-day Executive Briefing, whose format is as follows:

- An intensive one-day interactive session for clients to have their key business and technology issues addressed by Gartner analysts.
- Executive Briefings are held in Stamford (Connecticut), Boston (Massachusetts) and in Arlington (Virginia). This provides the client with the ability to interact with analysts in a distraction-free environment.
- Analysts meet client needs using their knowledge and experience on a particular subject through pre-existing research and presentations.
- Up to four (4) Gartner analysts are scheduled to present for a time period of one (1) hour and thirty (30) minutes, of which half of the session is dedicated to dialogue and interaction.
- As requested and available, Gartner Operating Committee will participate during Executive Briefings.

Community of Executives
License holders have the ability to gain real-world insight from other CIOs. In addition, clients have the opportunity to connect to executive-level peers in other industries to help make cross-industry connections for creative solutions to similar problems. Gartner's peer networking program allows self-service access to a searchable online directory of Gartner clients and community forums, peer networking facilitated by the CIO Expert, and numerous peer networking events.

Gartner for Technical Professionals
Gartner offers subscription-based services dedicated to practitioner-level personnel. Gartner for Technical Professionals provides practical and detailed technical insights targeted toward IT implementation professionals including technical planners, designers, architects and engineers. The Service includes IT architectural decision-support tools, like the Reference Architecture tool.

IT Key Metrics Data
Gartner database includes observations from more than 7,000 data points collected annually, including:

- Current technology cost and staffing level
- Current outsourcing deals
- Industry competitive measures
- Maturity levels

These data will be included as part of the State's license configuration.

ITBudget
Gartner ITBudget is an interactive online tool that will allow the State to input IT spending data and generate customized report that will detail how the State's spending compares to industry averages.

With Gartner ITBudget, the State can:

- Compare the size and distribution of the State's IT spend to industry averages
- Evaluate the alignment between the IT budget and the State's enterprise objectives for running, growing and transforming the business
- Optimize costs by establishing a baseline of performance and identifying opportunities for savings
- Provide a foundation for cross-functional communication, collaboration and planning, based on objective facts and hard data

- Identify and prioritize needed adjustments
- Establish a baseline, evaluate alternative scenarios, and track progress over time

With Gartner ITBudget, the State can get insight into how its spending compares on a variety of important measures, including:

- IT spending per employee and as a percentage of enterprise revenue and operating expenses
- Levels of operational expenditures (opex) versus capital (capex) expenditures
- Percentage of the IT budget devoted to running, growing and transforming the business
- IT spending by technology domain — e.g., data centers, IT help desk, finance and administration
- Hardware, software and human capital expense ratios
- Allocation of human capital expenses — e.g., internal versus external, and by technology domain

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

A. Contractor Staff

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

1. Single Point of Contact

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.

Contractor has identified the following person as the **SPOC**.
Name: Erol Piskin
Title: Senior Account Executive
Phone: (616) 450-0468
Email: Erol.piskin@gartner.com

2. Account Manager

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

Contractor has identified the following person as the **Account Manager**
Name: Erol Piskin
Title: Senior Account Executive
Phone: (616) 450-0468
Email: Erol.piskin@gartner.com

3. Key Personnel

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 Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following as key personnel for this project:

- Single Point of Contact

4. Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The subcontractor's legal business name, address, and telephone number; a description of the subcontractor's organization and the services it will provide; and information concerning the subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the work that will be performed or provided by the subcontractor.
- Of the total bid, the price of the subcontractor's work.

Contractor's Organizational Chart:

Gartner Resource Map

Delivery Team	Sales Team	Consulting Team
Monica Baker CRA Carter for Technical Professionals Monica.baker@gartner.com 801-307-5318	**Mike Ryan** Regional VP: State & Local Govt. Mike.Ryan@gartner.com 503-706-2206	**Marc Miller** Group Vice President Marc.miller@gartner.com 1-703-387-5657
Taylor Disantis Client Partner Taylor.disantis@gartner.com 239-900-8477	**Brian Ehlers** Area Manager: State & Local Govt. Brian.ehlers@gartner.com 847-224-4618	**Richard Nessel** Senior Managing Partner Richard.nessel@gartner.com 1-203-923-0743
Scott Glase ECM Scott.glase@gartner.com 239-561-4788	**Erol Piskin** Senior Account Executive Erol.piskin@gartner.com 616-450-0468	**Paul Denvir** Managing Partner - Consulting Paul.denvir@gartner.com 908-249-8007
Michael Richards Executive Partner Michael.richards@gartner.com 248-835-6184		

B. On Site Work Requirements

1. Location of Work

The work is to be performed, completed, and managed, as specified in individual Statements of Work:

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.

1.202 State Staff, Roles, and Responsibilities

The designated State Program Manager is:

Name	Agency/Division	Title
Tamara Colosky	MDTMB	Program Manager

The designated State Contract Administrator is:

Name	Agency/Division	Title
Malathi Natarajan	MDTMB	Contract Administrator

1.300 Project Management

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 Contractor will carry out the projects under the direction and control of State's Program Manager in accordance with the State Unified Information Technology Environment (SUITE) methodology which is available at http://www.michigan.gov/suite. Any changes to scope or schedule or budget must follow a change management process as explained in the following section. Contractor shall complete all assigned tasks by their established deadlines.

At the State's option, Contractor will provide additional project management resources, including but not limited to a dedicated project manager separate from the Single Point of Contact.

1.302 Change Management

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

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

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

1.303 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 resulting from this RFP. 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:

- Total number of registered users for the quarter
- By user the number of research documents retrievals by method (web search, analyst inquiry, etc)
- By user the number of research document retrievals by topic area or service

- Number of analyst inquires by topic
- Number of attendees for teleconferences/webinars
- Summary of vendor activity and interactions with DTMB employees
- Detail of all engagement for services that exceed the base annual subscription fee, including their billable monetary value

1.400 Acceptance

1.401 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 have a site map
- Information indexed by topic and title
- Search by topic, subject, and key word across the entire database
- Navigation aids, buttons, and links to requested information
- List of topics available with links to detailed research
- Have expertise in computing, cybersecurity, and telecommunications technologies
- Have expertise in business, management and governmental perspectives
- Toll free calls with subject matter experts or research analysts
- Respond to written research requests within one week
- Respond to analyst inquiry requests within one week

1.402 Final Acceptance

Upon reviewing 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.

1.500 Compensation and Payment

1.501 Compensation and Payment

Method of Payment

The project will be paid at firm fixed price based on the cost table attached as Schedule B. Future Service Engagements will be paid, according to a defined schedule in the individual engagement statement of work.

The Contractor is required to submit an Administrative Fee (see Section 2.031) on all payments remitted under the Contract. The Contractor must consider Administrative Fee requirements when developing its price proposal.

Extended purchasing program volume requirements are not included, unless stated otherwise.

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 travel is required, all travel 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

DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909
or
DTMB-Accounts-Payable@michigan.gov

. 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; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

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

1.502 Holdback

The State shall have the right to hold back an amount equal to ten percent (10 %) of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.

SCHEDULE B – COST TABLE

	IT-RAS Services	State of MI Cost ($)	Tier volume discount (discount /unit)
1	Research & Advisory Services - all services and yearly subscription costs during contract term		
	A) **Gartner for IT Leaders Advisor.** Please see Schedule B Cost Table – Attachment 2 - Service Description for deliverables and Schedule B Cost Table – Attachment 1 for cost break down. The cost provided is a single-user price. The tier volume discount value represents the savings of the multi-user price compared to the single-user price.	$38,586	$10,101
	B) **Gartner for IT Leaders Reference**. Please see Schedule B Cost Table – Attachment 2 - Service Description for deliverables and Schedule B Cost Table – Attachment 1 for cost break down. The cost provided is a single-user price. The tier volume discount value represents the savings of the multi-user price compared to the single-user price.	$26,970	$10,303
	C) **Gartner for Technical Professionals SMB Advisor.** Please see Schedule B Cost Table – Attachment 2 - Service Description for deliverables and Schedule B Cost Table – Attachment 1 for cost break down. Cost for Gartner for Technical Professionals is per agency. Purchasing client must purchase or maintain a Gartner Executives Program license or a threshold minimum investment in select Gartner research services. Gartner for Technical Professionals SMB is available only to eligible small and medium size agencies with 4,000 or less employees. Gartner for Technical Professionals for larger agencies is available; please see Schedule B Cost Table - Attachment 1.	$55,354	
	D) **Executive Programs Member Basic**. Please see Schedule B Cost Table – Attachment 2 - Service Description for deliverables and Schedule B Cost Table – Attachment 1 for cost break down. The cost provided is a single-user price. The tier volume discount value represents the savings of the multi-user price compared to the single-user price.	$59,798	$6,363
	E) **IT Leadership Team** with one Leader license and three Role member licenses. Please see Schedule B Cost Table – Attachment 2 - Service Description for deliverables and Schedule B Cost Table – Attachment 1 for cost break down.	$60,003	
	E) **Executive Programs Leadership Team** with one Leader license and three Role member licenses. Please see Schedule B Cost Table – Attachment 2 - Service Description for deliverables and Schedule B Cost Table – Attachment 1 for cost break down.	$127,274	
2	Registration costs for technical conferences vendor may host or sponsor	Subscription licenses in 1.A through 1.E includes Event ticket(s) as described in each product service description. Additional Event tickets available for	

		purchase; please see Schedule B Cost Table - Attachment 1.	
3	Document review (per document) -up to 20 pages per inquiry	No cost.	
4	Consulting rates for specific limited purpose projects with identified statement of work - (see below table to for labor rates and classifications.)		

Resource Classification	State of MI Labor rate (not to exceed rate per hour)
1. Project manager	$427
2. Analyst Level 1	$242
3. Analyst Level 2	$308
4. Analyst Level 3	$380
5. Subject Matter Expert 1	$488
6. Subject Matter Expert 2	$554

Note: Hourly rates quoted are firm, not to exceed rates for the duration of the contract, which includes option years. Travel and other expenses will not be reimbursed.
*The State will submit a Statement of Work to the Contractor for the engagements 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.

SCHEDULE B COST TABLE – ATTACHMENT 1 – COST BREAK DOWN

Prices for each State FY applies to orders received during the effective dates specified for each year unless indicated otherwise on the schedule. Delivery start date of service(s) order shall be no later than the first of the month following the expiration of the pricing.

Prices herein are maximum not to exceed rates. Please check with account representative for actual pricing before purchasing. The actual price an eligible client will pay for the renewal of any existing Service or the issuance of a new order will be consistent with the then current Gartner Public Sector pricing plus any applicable administrative fee(s) or the rates herein, whichever is less, for the Service(s) ordered.

RESEARCH AND ADVISORY SERVICES	State FY 2018 10/01/2017 to 09/30/2018	State FY 2019 10/01/2018 to 09/30/2019	State FY 2020 10/01/2019 to 09/30/2020	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
TEAM SOLUTIONS	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE	ANNUAL PRICE
Executive Programs Leadership Team [1]					
Team Leader	79,394	84,160	89,210	94,570	100,250
Partner	65,455	69,390	73,560	77,980	82,660
Partner Leader (must purchase Enterprise IT Leadership Team Members)	65,455	69,390	73,560	77,980	82,660
Delegate	41,617	44,120	46,770	49,580	52,560
Delegate Leader (must purchase IT Leadership Team Members)	41,617	44,120	46,770	49,580	52,560
Advisor	31,112	32,980	34,960	37,060	39,290
Advisor Leader (must purchase IT Leadership Team Members)	31,112	32,980	34,960	37,060	39,290
Cross Function	22,425	23,780	25,210	26,730	28,340
Role	15,960	16,920	17,940	19,020	20,170
Enterprise IT Leadership Team [2]					
Leader	55,354	58,680	62,210	65,950	69,910
Advisor	28,485	30,200	32,020	33,950	35,990
Cross Function	17,273	18,310	19,410	20,580	21,820
Role	10,506	11,140	11,810	12,520	13,280
Essentials	8,283	8,780	9,310	9,870	10,470
IT Leadership Team [2]					
Leader	28,485	30,200	32,020	33,950	35,990
Advisor	28,485	30,200	32,020	33,950	35,990
Cross Function	17,273	18,310	19,410	20,580	21,820
Role	10,506	11,140	11,810	12,520	13,280
Essentials	8,283	8,780	9,310	9,870	10,470

RESEARCH AND ADVISORY SERVICES	State FY 2018 10/01/2017 to 09/30/2018	State FY 2019 10/01/2018 to 09/30/2019	State FY 2020 10/01/2019 to 09/30/2020	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
TEAM PLUS SOLUTIONS	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**
Executive Programs Leadership Team Plus [1]					
Leader	91,213	100,340	110,380	121,420	133,570
Partner	75,152	82,670	90,940	100,040	110,050
Partner Leader (must purchase Enterprise IT Leadership Team Plus Members)	75,152	82,670	90,940	100,040	110,050
Delegate	47,778	52,560	57,820	63,610	69,980
Delegate Leader (must purchase IT Leadership Team Plus Members)	47,778	52,560	57,820	63,610	69,980
Advisor	35,758	39,340	43,280	47,610	52,380
Advisor Leader (must purchase IT Leadership Team Plus Members)	35,758	39,340	43,280	47,610	52,380
Cross Function	25,758	28,340	31,180	34,300	37,730
Enterprise IT Leadership Team Plus [2]					
Leader	63,536	69,890	76,880	84,570	93,030
Advisor	32,728	36,010	39,620	43,590	47,950
Cross Function	19,798	21,780	23,960	26,360	29,000
IT Leadership Team Plus [2]					
Leader	32,728	36,010	39,620	43,590	47,950
Advisor	32,728	36,010	39,620	43,590	47,950
Cross Function	19,798	21,780	23,960	26,360	29,000

RESEARCH AND ADVISORY SERVICES	State FY 2018 10/01/2017 to 09/30/2018	State FY 2019 10/01/2018 to 09/30/2019	State FY 2020 10/01/2019 to 09/30/2020	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
INDIVIDUAL SOLUTIONS RESEARCH SERVICES	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**
Executive Programs Individual Solutions					
Member single-user	87,677	92,940	98,520	104,440	110,710
Member multi-user	77,879	82,560	87,520	92,780	98,350
Member Basic single-user	59,798	63,390	67,200	71,240	75,520
Member Basic multi-user	53,435	56,650	60,050	63,660	67,480
Two Additional Meetings Add-on - Limited Availability [3]	15,657	16,600	17,600	18,660	19,780
Enterprise IT Leaders					
Enterprise IT Leaders single-user	66,162	70,140	74,350	78,820	83,550
Enterprise IT Leaders multi-user	55,354	58,680	62,210	65,950	69,910
Two Additional Meetings Add-on - Limited Availability [3]	15,758	16,710	17,720	18,790	19,920
Gartner for IT Leaders					
Advisor single-user	38,586	40,910	43,370	45,980	48,740
Advisor multi-user	28,485	30,200	32,020	33,950	35,990
Reference single-user	26,970	28,590	30,310	32,130	34,060
Reference multi-user	16,667	17,670	18,740	19,870	21,070
IT News and Insight	607	650	690	740	790
MULTI-USER RESEARCH SERVICES (per agency)	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**
Gartner for Technical Professionals [4]					
Technical Professionals Department Advisor	109,596	116,180	123,160	130,550	138,390
Technical Professionals Department Reference	73,738	78,170	82,870	87,850	93,130
Technical Professionals Advisor for Agency with less than 12,000 total employees	109,596	116,180	123,160	130,550	138,390
Technical Professionals Reference for Agency with less than 12,000 total employees	73,738	78,170	82,870	87,850	93,130
Gartner for Technical Professionals Advisor Team [4] - Limited Availability [3]	52,122	55,250	58,570	62,090	65,820

RESEARCH AND ADVISORY SERVICES	State FY 2018 10/01/2017 to 09/30/2018	State FY 2019 10/01/2018 to 09/30/2019	State FY 2020 10/01/2019 to 09/30/2020	State FY 2021 10/01/2020 to 09/30/2021	State FY 2022 10/01/2021 to 09/30/2022
Gartner for Technical Professionals SMB [4, 5]					
Technical Professionals Advisor SMB	55,354	58,680	62,210	65,950	69,910
Technical Professionals Reference SMB	36,869	39,090	41,440	43,930	46,570
OTHER SERVICES	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**
Strategic Advisory Services					
Client Remote Advisory Engagement	7,374	7,820	8,290	8,790	9,320
Client Internal Advisory Engagement	14,849	15,740	16,690	17,700	18,770
Events [6]	*Ticket prices expire December 31, 2017*				
Symposium	4,243	TBD	TBD	TBD	TBD
Summit (BI, Data Center, or Security)	2,930	TBD	TBD	TBD	TBD
Summit (excludes BI, Data Center, Security)	2,450	TBD	TBD	TBD	TBD
Catalyst Conference Ticket	3,132	TBD	TBD	TBD	TBD
RENEWAL ONLY SERVICES [7]	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**
IT Executives Portfolio - Renewal Only [7]					
IT Executives CIO Signature	97,475	103,330	109,530	116,110	123,080
IT Executives CIO single-user	89,293	94,660	100,340	106,370	112,760
IT Executives CIO multi-user	79,394	84,160	89,210	94,570	100,250
IT Executives CIO Essentials single-user	59,798	63,390	67,200	71,240	75,520
IT Executives CIO Essentials multi-user	53,435	56,650	60,050	63,660	67,480
NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**	**ANNUAL PRICE**
Core IT Research Reference for Higher Education [8] (per student campus)					
Core Reference for a community college	23,233	24,630	26,110	27,680	29,350
Core Reference for a college or university with 1 to 4,999 Student FTE	23,233	24,630	26,110	27,680	29,350
Core Reference for a college or university with 5,000 to 9,999 Student FTE	46,465	49,260	52,220	55,360	58,690
Core Reference for a college or university with 10,000 to 24,999 Student FTE	69,697	73,880	78,320	83,020	88,010
Core Reference for a college or university with 25,000+ Student FTE	92,930	98,510	104,430	110,700	117,350
Technical Professional for Higher Education [8] (per student campus)					
Technical Professional Advisor for IT Staff only of a college or university	55,354	58,680	62,210	65,950	69,910
Technical Professional Reference for IT Staff only of a college or university	36,869	39,090	41,440	43,930	46,570

"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. 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. IT News and Insight, Strategic Advisory Services, Events, and Add-on services do not contribute towards multi-user pricing qualification.

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

2 Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. An Executive Programs Leadership Team with one Team Leader and less than three (3) Team Members is permissible so long as one of the Team Members is a Delegate or

Partner. All licenses in a Team solution, including subteam members, must be "Team" type licenses and cannot include "Team Plus" licenses.

3 Limited availability. Check with Sales Representative before purchasing.

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

5 Gartner for Technical Professionals SMB, Gartner for Technology Planner SMB, and Gartner for Technology Planner

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

6 Ticket prices apply to orders received by December 31th of the Event year indicated. For example, 2017 Symposium ticket price applies to orders received on or before December 31, 2017. 2018 ticket prices have not been released; please check with account representatives for 2018 ticket pricing at the time of purchase.

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.

8 Higher Education products are only available to eligible, not-for-profit Higher Education colleges or universities. A Core IT

Research Reference for Higher Education license is for one designated, student campus based on the total full-time equivalent (FTE) student enrollment of the college or university, as assessed at the time of purchase. Purchasing prerequisites apply. Check with Sales representatives before purchasing

SCHEDULE B COST TABLE – ATTACHMENT 2 – SERVICE DESCRIPTION

Service description hard copies of the services below are provided at the end of this document.

SCHEDULE C – LICENSE AGREEMENT

RESEARCH & ADVISORY SERVICES TERMS ADDENDUM

The parties mutually agree, the following terms are applicable to and shall control the provisions of all subscription based Research and Advisory Services provided by Gartner to the State of Michigan in the areas listed:

1. An individual Service Agreement (SA) for subscription-based research and related services (the "**Services**") is non-cancelable during the term of the Service Agreement, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

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

3. ***DISCLAIMER OF WARRANTIES.*** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. ***Client Confidential Information.*** Gartner agrees to keep confidential any Client-specific information communicated by State to Gartner in connection with this SA. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to State's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of State's communication to Gartner; or (5) is routinely communicated by the State to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process, provided that to the extent Gartner is required to disclose confidential information pursuant to this section, Gartner shall provide the State with notice of the legal request within one (1) business day of receipt, and assist the State in resisting or limiting the scope of the disclosure as reasonably requested by the State.

5. ***Miscellaneous***
(a) ***Assignability.*** An SA and the rights granted to Client thereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) ***Use of Name, Trademark, and Logo.*** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(c) ***No Third Party Beneficiaries***. This SA is for the benefit of the parties only.

CONSULTING SERVICES OWNERSHIP ADDENDUM

The parties mutually agree, the following terms are applicable to and shall control the Ownership of Consulting Services Deliverable(s) provided by Gartner to the State of Michigan:

Subject to payment in full of the applicable fees and the limitations set forth below, Gartner grants to State ownership, with all intellectual property rights therein, of any deliverable specifically prepared for and delivered to State. (a) Gartner shall retain sole and exclusive ownership of its pre-existing tools, methodologies, questionnaires, responses, and proprietary research and data generated in the course of performing the Services, together with all intellectual property rights therein (the "Gartner Materials"). Gartner grants to State a perpetual, non-exclusive, royalty-free license to use the Garter Materials embodied in the Deliverable, 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 Services. 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 Services, provided that Gartner shall not use or disclose any of State's confidential information, as defined in Section _ of this Agreement.

(c) With respect to any benchmarking Services performed by Gartner (if any), State acknowledges that (i) the contents of the Benchmarking Report (as defined in the Statement of Work) and other deliverables are based upon information which is proprietary to Gartner and contained in Gartner's proprietary database, (ii) the contents of the database belong to Gartner solely, (iii) State's data may become part of the database, provided that Gartner will code any presentation of State's data to preserve State's anonymity, and (iv) the database may be used by Gartner in future consulting and benchmarking engagements.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS INDIVIDUAL ACCESS ADVISOR

Gartner for IT Leaders Individual Access Advisor (the "Service") provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles as well as the option of inquiry with Gartner Analysts.

DELIVERABLES
Each user designated by Client ("Licensed User") receives the following Deliverables:

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Talking Technology Series
- Analyst Inquiry
- Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS
The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Event as specified in the Ticket Letter emailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Summit or Catalyst Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:
http://www.gartner.com/technology/about/policies/events-terms.jsp

Unless otherwise provided above, use of this Service is governed by the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services), which is accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS REFERENCE

Gartner for IT Leaders Reference (the "Service") provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles.

DELIVERABLES
Each user designated by Client ("Licensed User") receives the following Deliverables:

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Gartner Analyst Webinars
- Peer Networking

ADDITIONAL TERMS & CONDITIONS
Unless otherwise provided above, use of this Service is governed by the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services), which is accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR TECHNICAL PROFESSIONALS ADVISOR SMALL AND MIDSIZE BUSINESS

Gartner for Technical Professionals Advisor Small and Midsize Business (the "Service") provides clients who maintain a threshold minimum investment in select Gartner products with access to all Gartner for Technical Professionals Research and Analysts related to the Service.

DELIVERABLES

Each user designated by Client ("Licensed User") is entitled to the following Gartner Deliverables:

- Published Research
- Gartner Peer Insights
- Gartner Peer Connect
- Gartner Cloud Decisions
- Webinars
- Analyst Dialogues

In addition, the Service provides one (1) Catalyst Event Ticket.

ADDITIONAL TERMS & CONDITIONS

All Licensed Users that access this Service must be IT staff members who are currently employed by the client organization.

Analyst Dialogue sessions may take up to 60 (sixty) minutes of an Analyst's time and may also be used to request basic reviews of technical-related documents of 20 (twenty) pages or less that take up to 60 minutes of an Analyst's time. Examples include technical architectural proposals and technical plans. As Analyst Dialogues are an expanded version of Analyst Inquiry, additional guidance is available in the "Analyst Inquiry" section of the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services; see Policies reference below).

The Catalyst Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Catalyst Event as specified in the Ticket Letter emailed to Client. A Catalyst Ticket may also be used to register for a Summit Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date shown on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Catalyst Event or a Summit Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:
http://www.gartner.com/technology/about/policies/events-terms.jsp

The annual fee for this Service is based upon Client's reported annual revenues for commercial clients or total employees in the agency for government clients at the time of contract execution or contract renewal, as applicable.

Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS MEMBER BASIC

Executive Programs Member Basic (the "Service") is designed for the most senior technology executive in the client organization, typically the CIO. This Service provides the client with an ongoing advisory relationship with Gartner.

DELIVERABLES

Client may designate one (1) Licensed User, referred to herein as "Member," who may access the Deliverables listed below.

- Assigned Service Delivery Team
- Value Reviews
- Access to Analysts
- Symposium/ITxpo® with Executive Programs VIP access
- Executive Programs Events
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Service Delivery Team**

   An Executive Programs CIO expert, who works with CIOs every day, and an Executive Client Manager will serve as the Member's primary point of contacts. The Executive Programs CIO expert will facilitate the identification and leverage of targeted Gartner offerings to meet Member initiatives and priorities in the Member's context.

   The Member may interact on a monthly basis with the CIO expert and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: analyst interactions, local events, Symposium attendance, peer networking interactions, or CIO expert teleconferences or meetings of the Service Delivery Team to include the review and application of Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content.

2. **Value Reviews**

   The CIO expert will periodically conduct Value Reviews with the Member against the Member Agenda.

3. **Access to Analysts**

   Analyst Inquiry – Access to Gartner Analysts associated with this Service. Participation is limited to the Gartner Analyst and the Member. Inquiry topic may be any area of Gartner-covered Research so long as the purpose is to advance the Member Agenda.

   Prioritized Analyst Scheduling – The Member is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.

4. **Events**

   Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable Symposium/ITxpo invitation, including standard Symposium entitlements plus Executive Programs VIP access.

   Executive Programs Events – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders and CEOs.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.
   Offline Meetups – Access to designated program lounges at Symposium/ITxpo.
   Facilitated Networking – CIO expert will, upon request, set up meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

6. **Gartner for IT Leaders Research and Related Content** – Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

7. **IT Key Metrics Data** – Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

8. **Executive Programs Research and Related Content**
   Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect (Schedules are approximations and are dependent on the publication schedule of relevant Research). Includes associated tools and teleconferences hosted by Executive Programs Research Report authors to discuss topics of their Research Reports.
   Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

9. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program that can be accessed on gartner.com or downloaded to an MP3 device.

Use of the Service is governed by the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services) and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR IT LEADERSHIP TEAM: TEAM LEADER

Gartner for IT Leadership Team: Team Leader (the "Service") is an expanded version of the Gartner for IT Leaders Advisor offering that enables access to Gartner Research and Analysts related to specific IT roles in a team environment (i.e., a Team Leader and Team Members).

DELIVERABLES

The Gartner for IT Leadership Team is comprised of a Leader and Team Members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that Leader or Member. The Service is accessible by a Gartner for IT Leadership Team Leader (the "Team Leader") and by his/her direct reports or cross-functional team (the "Team Members"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Team Leader set forth below.

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Key Insights Document Share
- Gartner Analyst Webinars
- Peer Networking
- Talking Technology Series
- Analyst Inquiry
- Team Inquiry
- Summit Event Ticket
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

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). The Team Leader is entitled to two types of Inquiry: (i) Inquiry sessions with the Gartner Analyst ("Analyst Inquiry") which may be scheduled independent of other team members; and (ii) Inquiry sessions with the Gartner Analyst and the IT Leadership Team ("Team Inquiry"). The Team Leader must schedule and attend the Team Inquiry sessions in which Team Members may lead the discussion or pose questions to the Analyst on behalf of the team to advance the Team Leader's agenda.

The Team Leader may use Key Insights Document Share on gartner.com to forward to others in the Client organization Key Insights summaries of up to 25 (twenty-five) Gartner Research documents per contract year. If a Key Insight summary is not available, the Team Leader may forward a PDF copy of the full document. This forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Summit Conference as specified in the Ticket Letter emailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the 12-month (twelve-month) contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Event other than Summit or Catalyst. All purchase and use of Ticket(s) is subject to and governed by the online registration terms & conditions at:

http://www.gartner.com/technology/about/policies/events-terms.jsp

Unless otherwise provided above, use of this Service is governed by the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services), which is accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERSHIP TEAM: ROLE TEAM MEMBER

Gartner for IT Leadership Team: Role Team Member (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner Analysts related to a specific IT role.

DELIVERABLES

The Gartner for IT Leadership Team is comprised of a Leader and Team Members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that Leader or Member. The Service is accessible by a direct report or cross-functional team member (the "Role Team Member") of the Gartner for IT Leadership Team Leader (the "Team Leader"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Role Team Members are "Licensed Users". The Deliverables for the Role Team Member are set forth below.

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Talking Technology Series
- Weekly Picks and News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Team Inquiry
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

The Role Team Member (a) has unmetered access to a "Role Library", consisting of Gartner Research documents from the Research Deliverables listed above, which Gartner has identified as relevant to the specific IT role selected by the Role Team Member, and (b) may open an unmetered number of Weekly Picks, News Analysis, and Webinars.

Participation in Team 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). Specifically, the Role Team Member may participate in Team Inquiry, by leading the discussion or posing questions to the Analyst on their behalf or on behalf of the team, provided the sessions are scheduled and attended by the Leader to advance the Team Leader's agenda.

Unless otherwise provided above, use of this Service is governed by the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services), which is accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM: LEADER

Executive Programs Leadership Team: Leader (the "Service") is designed for the most senior technology executive in the client organization, typically the CIO, and his or her leadership team. The Service provides client with (i) an ongoing advisory relationship with Gartner, and (ii) a thinking partner to contextualize Gartner insights. This Service requires the separate purchase of an Executive Programs Leadership Team Member Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Leader are set forth below.

- Assigned Service Delivery Team
- Value Reviews
- Team Workshop
- Access to Analysts
- Analyst Briefing
- Symposium/ITxpo® with Executive Programs VIP Access
- Executive Programs Events
- Peer Networking
- Leadership Development Research and Related Content
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Service Delivery Team**

   An Executive Partner with past experience in senior technology executive roles and a Team Client Manager will serve as the Leader's primary points of contact for this Service. They will help define and develop individualized strategies based on their priorities and initiatives ("Leader Agenda"). The Leader may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, analyst interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

   Strategy Meetings between the Leader and by invitation of the Leader, one or more of the Leader's peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Leader, and/or to drive the Leader Agenda.

   The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Value Reviews**

   The Executive Partner will periodically conduct Value Reviews with the Leader against the Leader Agenda.

3. **Team Workshop**
A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises, facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops. The session may include non-Team Members up to a total of 25 (twenty-five) participants.

4. **Access to Analysts**
Analyst Inquiry for the Leader – Provides access to Gartner Analysts who are associated with this Service. Participation is limited to the Gartner Analyst, the Leader, and Team Members. The Leader must be present on the Inquiry call and lead the Inquiry discussion and questions in order to advance the Leader Agenda. Leader may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in Analyst Inquiry non-Team Members from within Client organization.
Prioritized Analyst Scheduling – The Leader is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.
Analyst Briefing – One (1) briefing session per contract period with a Gartner Analyst, delivered at client discretion remotely or onsite, not to exceed four (4) hours. The session may include Team Members and others from the client's organization, up to a total of 25 (twenty-five) participants.

5. **Events**
Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements and Executive Programs VIP access.
Executive Programs Events – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.
As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

6. **Peer Networking**
Peer Directory – Access to searchable directory of senior technology leaders and CEOs.
Online Forums – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.
Offline Meetups – Access to designated lounges at Symposium/ITxpo.
Facilitated Networking — Executive Partner will upon request set up meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

7. **Leadership Development Research and Related Content** – Customized professional development content for the development of technology leaders, targeted to Team Members.

8. **Gartner for IT Leaders Research and Related Content**
Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

9. **IT Key Metrics Data**
Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

10. **Executive Programs Research and Related Content**
Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas

where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.
Note: For all Research Access (Numbers 7, 8, 9 and 10 above) – Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client's intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

11. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

Use of the Service is governed by the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services) and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM: ROLE TEAM MEMBER

Executive Programs Leadership Team: Role Team Member (the "Service") permits the client to identify a role team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Role Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Team Client Manager**
   A Team Client Manager will serve as the Role Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Team Workshop** – Participate in a half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. **Access to Analysts**
   Analyst Inquiry for the Role Team Member – Role Team Member(s) may participate in Analyst Inquiry provided the Inquiry sessions are requested and moderated by the Leader. The Leader must be present on the Inquiry call and manage and lead the Inquiry discussion and questions in order to advance the Leader Agenda.

4. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.

5. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com.

Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. **Gartner for IT Leaders Research and Related Content**
   Includes Gartner Core IT Research, Role-specific Research, and diagnostic tools, templates, and case studies, as further defined below.

   Each Role Team Member must select a single "Role Library" from the set of available roles. Role selection may be changed (i) annually and/or (ii) upon renewal of the contract.

   The Role Team Member (i) has unmetered access to a Role Library consisting of Gartner Research documents from the Research Deliverables listed above, which Gartner has identified as relevant to the specific IT role selected by the Role Team Member; and (ii) may open an unmetered number of Weekly Picks, News Analysis, and Webinars.

7. **IT Key Metrics Data**
   Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

8. **Executive Programs Research and Related Content**
   Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
   Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

9. **Leadership Development Research and Related Content** – Customized professional development content for technology leaders, targeted to Team Members.

10. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION

Attachment to the Service Agreement

EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS: LEADER

Executive Programs Leadership Team Plus: Leader (the "Service") is designed for the most senior technology executive in the client organization, typically the CIO, and his or her leadership team. The Service provides client with (i) an ongoing advisory relationship with Gartner, and (ii) a thinking partner to contextualize Gartner insights. This Service requires the separate purchase of an Executive Programs Leadership Team Plus Member Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Leader are set forth below.

- Assigned Service Delivery Team
- Value Reviews
- Team Workshop
- Access to research advisors
- Research Briefing
- Symposium/ITxpo® with Executive Programs VIP Access
- Executive Programs Events
- Peer Networking
- Leadership Development Research and Related Content
- Gartner for IT Leaders Research and Related Content
- Best practice and decision support content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Service Delivery Team**

   An Executive Partner with past experience in senior technology executive roles and a Team Client Manager will serve as the Leader's primary points of contact for this Service. They will help define and develop individualized strategies based on their priorities and initiatives ("Leader Agenda"). The Leader may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, research advisor interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

   Strategy Meetings between the Leader and by invitation of the Leader, one or more of the Leader's peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Leader, and/or to drive the Leader Agenda.

   The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Value Reviews** – The Executive Partner will periodically conduct Value Reviews with the Leader against the Leader Agenda.

3. **Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises, facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops. The session may include non-Team Members up to a total of 25 (twenty-five) participants.

4. **Access to research advisors**
   Inquiry for the Leader – Provides access to research advisors who are associated with this Service. Participation is limited to the research advisor, the Leader, and Team Members. The Leader must be present on the inquiry call and lead the inquiry discussion and questions in order to advance the Leader Agenda. Leader may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in inquiry non-Team Members from within Client organization.
   Prioritized Scheduling – The Leader is entitled to prioritized scheduling for inquiry and 1-on-1 sessions at Symposium/ITxpo.
   Research Briefing – One (1) briefing session per contract period with a research advisor, delivered at client discretion remotely or onsite, not to exceed four (4) hours. The session may include Team Members and others from the client's organization, up to a total of 25 (twenty-five) participants.

5. **Events**
   Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements and Executive Programs VIP access.
   Executive Programs Events – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.
   As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

6. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders and CEOs.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.
   Offline Meetups – Access to designated lounges at Symposium/ITxpo.
   Facilitated Networking — Executive Partner will upon request set up meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.
   Peer Roundtables – Access to facilitated discussions with peers; participation limited to executives with similar job roles.

7. **Leadership Development Research and Related Content** – Customized professional development content for the development of technology leaders, targeted to Team Members.

8. **Gartner for IT Leaders Research and Related Content** – Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring research advisors.

9. **Best Practice and Decision Support Content** — Includes peer benchmarks, best practices, case studies, tools, and templates.

10. **IT Key Metrics Data** — Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

11. **Executive Programs Research and Related Content**
    Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
    Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.
    Note: For all Research Access (Numbers 7-11 above) – Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client's intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

12. **Talking Technology Series** – Research advisor commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

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SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS: PARTNER TEAM MEMBER

Executive Programs Leadership Team Plus: Partner Team Member (the "Service") permits the client to identify an individual reporting to the most senior IT executive, typically the CIO, for professional development as a team member. The Service, which is part of the Executive Programs Leadership Team Plus, requires the separate purchase of the Executive Programs Leadership Team Plus: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team Plus is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Partner Team Member are set forth below.

- Assigned Service Delivery Team
- Onsite Meeting
- Team Workshop
- Access to research advisors
- Symposium/ITxpo®
- Peer Community Events
- Special Interest Groups
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Best practice and decision support content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Service Delivery Team**

   A Leadership Partner and a Team Client Manager will serve as the Partner Team Member's primary points of contact for this Service. They will maintain the relationship through the delivery of the Services and implementation of a Member Value Plan. The Team Client Manager (TCM) will facilitate inquiry and respond to specific requests for Gartner research and insight.

   The TCM, an experienced service professional who understands the Client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

   Member Value Plan – Customized service plan created in collaboration with the Partner Team Member at the beginning of the Service and reviewed and revised periodically through the membership lifecycle. Elements include Partner Team Member expectations, value criteria, up to three (3) key initiatives, and action plan.

2. **One (1) Onsite Meeting** – Partner Team Member will meet with the Leadership Partner for coaching and advice, with focus on strategic planning and execution of up to three (3) key initiatives. Guidance will be based on the collective expertise of Gartner Research and the Peer Community.

3. **Team Workshop** – Participate in a half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

4. **Access to research advisors**
   Inquiry for the Partner Team Member – Participation is limited to the research advisor and the Partner Team Member. The inquiry topic may be any area of Gartner-covered Research.

5. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.
   As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

6. **Peer Community Events** – Held two (2) times per year for one and one-half (1.5) days, Events focus on Partner Team Member- and Gartner Enterprise IT Leaders Member-selected topics, provide a venue for networking and peer exchange, feature Member presentations on working solutions, and include facilitated workshops with research advisors. Gartner may, as necessary, change research advisors or supplement the research advisor with a Gartner Subject Matter Expert.

7. **Special Interest Groups (SIGs)** – Topical Web conferences, open only to Partner Team Leaders and Team Members and their extended teams, on key issues related to peer-selected topics. SIG members share strategies and tactics and research advisors provide insight and context. Webinars are scheduled without previous planning when there is significant interest in a shared topic within the Client community. At the start of the webinar, Members are advised that the call is being recorded and may request that the call not be recorded.

8. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com.
   Offline Meetups – Access to designated lounges at Symposium/ITxpo.
   Peer Roundtables – Access to facilitated discussions with peers; participation limited to executives with similar job roles.

9. **Gartner for IT Leaders Research and Related Content**
   Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring research advisors.

10. **Best practice and Decision Support Content** – Includes peer benchmarks, best practices, case studies, tools and templates.

11. **IT Key Metrics Data**
    Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

12. **Executive Programs Research and Related Content**
    Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
    Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

13. **Leadership Development**
    Leadership Development Research and Related Content – Customized professional development content for technology leaders, targeted to Team Members.

Leadership Development Coaching – Executive Partner and Partner Team Member create an Individual Development Plan to identify key areas of focus and priorities (the "Plan"). Progress against the Plan will be reviewed during the contract year as follows: Up to four (4) times per year, the Executive Partner will conduct Coaching Teleconferences with the Partner Team Member to: (i) review and apply Leadership Development Content, Executive Programs Research, or other relevant content; (ii) advise the Partner Team Member in the context of the Partner Team Member's professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Plan.

14. **Talking Technology Series** – Research advisor commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

Use of the Service is governed by the Gartner Usage and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS: PARTNER TEAM LEADER

Executive Programs Leadership Team Plus: Partner Team Leader (the "Service") permits the client to identify an individual reporting to the most senior IT executive, typically the CIO, for professional development as a team leader. The Service, which is part of Executive Programs Leadership Team Plus, requires the separate purchase of two services: 1) Executive Programs Leadership Team Plus: Leader, and 2) Enterprise IT Leadership Team Plus: Member, which comprise this Partner Team Leader's team.

DELIVERABLES

The Executive Programs Leadership Team Plus is comprised of two (2) sets of users: (i) the leader of the Executive Programs Leadership Team Plus (the "Leader"), and (ii) the "Partner Team Leader," as set forth in the Service Agreement. Collectively, the Leader and the Partner Team Leader are "Licensed Users." The Deliverables for the Partner Team Leader are set forth below.

- Assigned Service Delivery Team
- Onsite Meeting
- Team Workshop
- Access to research advisors
- Symposium/ITxpo®
- Peer Community Events
- Special Interest Groups
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Best practice and decision support content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Service Delivery Team**

   A Leadership Partner and a Team Client Manager will serve as the Partner Team Leader's primary points of contact for this Service. They will maintain the relationship through the delivery of the Services and implementation of a Member Value Plan. The Team Client Manager (TCM) will facilitate Inquiry and respond to specific requests for Gartner research and insight.

   The TCM, an experienced service professional who understands the Client's context and priorities; helps the Client understand the entitlements of their Service; and provides personalized, proactive, concierge-level service as the single point of contact from Gartner; helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Executive Programs Leadership Team Plus: Leader.

   Member Value Plan – Customized service plan created in collaboration with the Partner Team Leader at the beginning of the Service and reviewed and revised periodically through the membership lifecycle. Elements include Partner Team Leader expectations, value criteria, up to three (3) key initiatives, and action plan.

2. **One (1) Onsite Meeting** – Partner Team Leader will meet with the Leadership Partner for coaching and advice on strategic planning and execution of up to three (3) key initiatives. Guidance will be based on the collective expertise of Gartner Research and the Peer Community.

3. **Team Workshop** – Participate in a half-day annual session (jointly determined by the Executive Partner and Team Leader) on Client premises facilitated by the Executive Partner, which focuses on application of Executive Programs Research and action planning. Topic is selected by the Team Leader and the Executive Partner from a list of available Executive Programs workshops.

4. **Access to research advisors**
Inquiry for the Partner Team Leader – Provides access to research advisors who are associated with this Service. Participation is limited to the research advisors, the Partner Team Leader, and the Team Members of the Partner Team Leader's Enterprise IT Leaders Leadership Team Plus. The Partner Team Leader must schedule and attend the inquiry sessions in which Team Members may lead the discussion or pose questions to the research advisor on behalf of the team to advance the Partner Team Leader's agenda.

5. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation for the Partner Team Leader to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.
As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

6. **Peer Community Events** – Held two (2) times per year for one and one-half (1.5) days, Events focus on Partner Team Leader- and Member-selected Gartner for Enterprise IT Leaders topics, provide a venue for networking and peer exchange, feature Member presentations on working solutions, and include facilitated workshops with research advisors. Gartner may, as necessary, change research advisors or supplement the research advisor with a Gartner Subject Matter Expert.

7. **Special Interest Groups (SIGs)** – Topical Web conferences, open only to Partner Team Leaders and Team Members and their extended teams, on key issues related to peer-selected topics. SIG members share strategies and tactics and research advisors provide insight and context. Webinars are scheduled without previous planning when there is significant interest in a shared topic within the Client community. At the start of the webinar, Members are advised that the call is being recorded and may request that the call not be recorded.

8. **Peer Networking**
Peer Directory – Access to searchable directory of senior technology leaders.
Online Forums – Access to virtual discussions of common issues among peers on gartner.com.
Offline Meetups – Access to designated lounges at Symposium/ITxpo.
Facilitated Networking – Service Delivery team will, upon request, arrange meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.
Peer Roundtables – Access to facilitated discussions with peers; participation limited to executives with similar job roles.

9. **Gartner for IT Leaders Research and Related Content**
Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring research advisors.

10. **Best Practice and Decision Support Content** – Includes peer benchmarks, best practices, case studies, tools, and templates.

11. **IT Key Metrics Data**
Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

12. **Executive Programs Research and Related Content**
Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

13. **Leadership Development**
Leadership Development Research and Related Content – Customized professional development content for technology leaders, targeted to Team Members.

Leadership Development Coaching – The Executive Partner (who is aligned with the Leader and has past experience in senior technology executive roles) and Partner Team Leader create an Individual Development Plan to identify key areas of focus and priorities (the "Plan"). Progress against the Plan will be reviewed during the contract year as follows: Up to four (4) times per year, the Executive Partner will conduct Coaching Teleconferences with the Partner Team Leader to: (i) review and apply Leadership Development Content, Executive Programs Research, or other relevant content; (ii) advise the Partner Team Leader in the context of the Partner Team Leader's professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Plan.

Note: For all Research Access (Numbers 9-13 above) – Partner Team Leader may forward Key Insights summaries, via Key Insight Document Share, of up to 25 (twenty-five) Gartner Research documents per contract year to others in the Client organization.
If a Key Insight summary is not available, the Partner Team Leader may forward a PDF copy of the full document. This forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

14. **Talking Technology Series** – Research advisor commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION

Attachment to the Service Agreement

EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS: DELEGATE TEAM MEMBER

Executive Programs Leadership Team Plus: Delegate Team Member (the "Service") permits the client to identify an individual reporting to the most senior IT executive, typically the CIO, for professional development as a team member and to serve as proxy for the leader. The Service, which is part of the Executive Programs Leadership Team Plus, requires the separate purchase of the Executive Programs Leadership Team Plus: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team Plus is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Delegate Team Member are set forth below.

- Assigned Service Delivery Team
- Team Workshop
- Access to research advisors
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Best practice and decision support content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Service Delivery Team**
   An Executive Partner, who has experience in senior technology executive roles, and a Team Client Manager will be assigned to the Delegate Team Member, who may serve as the Leader proxy in working with the Executive Partner on the Leader Agenda. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Team Workshop** – Participate in a half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. **Access to research advisors**
   Inquiry for the Delegate Team Member – Participation is limited to the research advisor and the Delegate Team Member. The inquiry topic may be any area of Gartner-covered Research.

4. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.
   As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com.
   Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. **Gartner for IT Leaders Research and Related Content**
   Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring research advisors.

7. **Best Practice and Decision Support Content** – Includes peer benchmarks, best practices, case studies, tools, and templates.

8. **IT Key Metrics Data**
   Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

9. **Executive Programs Research and Related Content**
   Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
   Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

10. **Leadership Development**
    Leadership Development Research and Related Content – Customized professional development content for the technology leaders, targeted to Team Members.
    Leadership Development Coaching – Executive Partner and Delegate Team Member create an Individual Development Plan to identify key areas of focus and priorities (the "Plan"). Progress against the Plan will be reviewed during the contract year as follows: Up to four (4) times per year, the Executive Partner will conduct Coaching Teleconferences with the Delegate Team Member to: (i) review and apply Leadership Development Content, Executive Programs Research, or other relevant content; (ii) advise the Delegate Team Member in the context of the Delegate Team Member's professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Plan.

11. **Talking Technology Series** – Research advisor commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION

Attachment to the Service Agreement

EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS: DELEGATE TEAM LEADER

Executive Programs Leadership Team Plus: Delegate Team Leader (the "Service") permits the client to identify an individual reporting to the most senior IT executive, typically the CIO, for professional development as a member of Executive Programs Leadership Team Plus, and to serve as proxy for the Executive Programs Leadership Team Plus: Leader. The Service requires the separate purchase of two (2) services: (i) Executive Programs Leadership Team Plus: Leader, and (ii) the Gartner for IT Leadership Team Plus: Member, which comprise this Delegate Team Leader's team.

DELIVERABLES

The Executive Programs Leadership Team Plus is comprised of two (2) sets of users: (i) the "Team Leader" and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Team Leader and the Delegate Team Leader are "Licensed Users." The Deliverables for the Delegate Team Leader are set forth below.

- Assigned Service Delivery Team
- Team Workshop
- Access to research advisors
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Best practice and decision support content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Service Delivery Team**
   An Executive Partner, who has experience in senior technology executive roles, and a Team Client Manager (TCM) will be assigned to the Delegate Team Leader, who may serve as proxy for the Executive Programs Leadership Team Leader in working with the Executive Partner on the Leader Agenda. The TCM is an experienced service professional who understand the Client's context and priorities and helps the Client understand the entitlements of their Service. In his/her role as the single point of contact from Gartner, the TCM provides the following: (i) a personalized, proactive, concierge-level, coordinated service approach to help the team leverage the most relevant Gartner resources, and (ii) alignment among Team Members and the Leader of the Executive Programs Leadership Team Plus.

2. **Team Workshop** – Participate in a half-day annual session (jointly determined by the Executive Partner and Executive Programs Leadership Team Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Executive Programs Leadership Team Plus: Leader and Executive Partner from a list of available Executive Programs workshops.

3. **Access to research advisors**
   Inquiry for the Delegate Team Leader – Provides access to research advisors who are associated with this Service. Participation is limited to the research advisor, the Delegate Team Leader, and the Team Members of the Delegate Team Leader's IT Leadership Team Plus. The Delegate Team Leader must schedule and attend the inquiry sessions in which the IT Team Members may lead the discussion or pose questions to the research advisor on behalf of the team to advance the Delegate Team Leader's agenda.

4. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.
   As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com.
   Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. **Gartner for IT Leaders Research and Related Content**
   Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring research advisors.

7. **Best Practice and Decision Support Content** – Includes peer benchmarks, best practices, case studies, tools, and templates.

8. **IT Key Metrics Data**
   Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

9. **Executive Programs Research and Related Content**
   Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
   Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

10. **Leadership Development**
    Leadership Development Research and Related Content – Customized professional development content for the technology leaders, targeted to Team Members.
    Leadership Development Coaching – Executive Partner and Delegate Team Leader create an Individual Development Plan to identify key areas of focus and priorities (the "Plan"). Progress against the Plan will be reviewed during the contract year as follows: Up to four (4) times per year, the Executive Partner will conduct Coaching Teleconferences with the Delegate Team Leader to: (i) review and apply Leadership Development Content, Executive Programs Research, or other relevant content; (ii) advise the Delegate Team Leader in the context of the Delegate Team Leader's professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Plan.

    Note: For all Research Access (Numbers 6-10 above) – Delegate Team Leader may forward Key Insights summaries, via Key Insight Document Share, of up to 25 (twenty-five) Gartner Research documents per contract year to others in the Client organization. If a Key Insight summary is not available, the Delegate Team Leader may forward a PDF copy of the full document. This forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

11. **Talking Technology Series** – Research advisor commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS
Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION

Attachment to the Service Agreement

EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS: ADVISOR TEAM MEMBER

Executive Programs Leadership Team Plus: Advisor Team Member (the "Service") permits the client to identify an advisor team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team Plus, requires the separate purchase of the Executive Programs Leadership Team Plus: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team Plus is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Advisor Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to research advisors
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Best practice and decision support content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Team Client Manager**
   A Team Client Manager will serve as the Advisor Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Team Workshop** – Participate in a half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. **Access to research advisors**
   Inquiry for the Advisor Team Member – Participation is limited to the research advisor and the Advisor Team Member. The inquiry topic may be any area of Gartner-covered Research.

4. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation for the Advisor Team Member to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.
   As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com.

Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. **Gartner for IT Leaders Research and Related Content**
   Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring research advisors.

7. **Best Practice and Decision Support Content** – Includes peer benchmarks, best practices, case studies, tools, and templates.

8. **IT Key Metrics Data**
   Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

9. **Executive Programs Research and Related Content**
   Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
   Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

10. **Leadership Development**
    Leadership Development Research and Related Content – Customized professional development content for technology leaders, targeted to Team Members.

11. **Talking Technology Series** – Research advisor commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS
Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS: ADVISOR TEAM LEADER

Executive Programs Leadership Team Plus: Advisor Team Leader (the "Service") permits the client to identify an advisor team leader, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team Plus, requires the separate purchase of two services: 1) Executive Programs Leadership Team Plus: Leader, and 2) the Gartner for IT Leadership Team Plus: Member, which comprise this Advisor Team Leader's team.

DELIVERABLES

The Executive Programs Leadership Team Plus is comprised of two (2) sets of users: (i) the leader of the Executive Programs Leadership Team Plus (the "Leader"), and (ii) the "Advisor Team Leader," as set forth in the Service Agreement. Collectively, the Leader and the Advisor Team Leader are "Licensed Users." The Deliverables for the Advisor Team Leader are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to research advisors
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Best practice and decision support content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Team Client Manager**
   A Team Client Manager will serve as the Advisor Team Leader's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Team Workshop** – Participate in a half-day annual session (jointly determined by the Executive Partner and the Team Leader) on Client premises facilitated by the Executive Partner, which focuses on application of Executive Programs Research and action planning. Topic is selected by the Team Leader and the Executive Partner from a list of available Executive Programs workshops.

3. **Access to research advisors**
   Inquiry for the Advisor Team Leader – Provides access to research advisors who are associated with this Service. Participation is limited to the research advisor, the Advisor Team Leader, and the Team Members of the Advisor Team Leader's IT Leadership Team Plus. The Advisor Team Leader must schedule and attend the inquiry sessions in which Team Members may lead the discussion or pose questions to the research advisor on behalf of the team to advance the Advisor Team Leader's agenda.

4. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation for the Advisor Team Leader to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com.
   Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. **Gartner for IT Leaders Research and Related Content**
   Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring research advisors.

7. **Best Practice and Decision Support Content** – Includes peer benchmarks, best practices, case studies, tools, and templates.

8. **IT Key Metrics Data**
   Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

9. **Executive Programs Research and Related Content**
   Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
   Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

10. **Leadership Development**
    Leadership Development Research and Related Content – Customized professional development content for technology leaders, targeted to Team Members.

    Note: For all Research Access (Numbers 6-10 above) – Advisor Team Leader may forward Key Insights summaries, via Key Insight Document Share, of up to 25 (twenty-five) Gartner Research documents per contract year to others in the Client organization.
    If a Key Insight summary is not available, the Advisor Team Leader may forward a PDF copy of the full document. This forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

11. **Talking Technology Series** – Research advisor commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS
Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM PLUS: CROSS FUNCTION TEAM MEMBER

Executive Programs Leadership Team Plus: Cross Function Team Member (the "Service") permits the client to identify a cross function team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team Plus, requires the separate purchase of the Executive Programs Leadership Team Plus: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team Plus is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Cross Function Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to research advisors
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Best practice and decision support content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Team Client Manager**
   A Team Client Manager will serve as the Cross Function Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Team Workshop** – Participate in a half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. **Access to research advisors**
   Inquiry for the Cross Function Team Member – Cross Function Team Member(s) may participate in inquiry provided the inquiry sessions are requested and moderated by the Leader. The Leader must be present on the inquiry call and manage and lead the inquiry discussion and questions in order to advance the Leader Agenda.

4. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.
   As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com.
Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. **Gartner for IT Leaders Research and Related Content**
   Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; an unmetered number of Weekly Picks and News Analysis; and an unmetered number of webinars featuring research advisors.

7. **Best Practice and Decision Support Content** – Includes peer benchmarks, best practices, case studies, tools, and templates.

8. **IT Key Metrics Data**
   Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

9. **Executive Programs Research and Related Content**
   Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
   Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

10. **Leadership Development Research and Related Content** — Customized professional development content created for technology leaders, targeted to Team Members.

11. **Talking Technology Series** – Research advisor commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS
Use of the Service is governed by the Gartner Usage and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM PLUS: TEAM LEADER

Gartner for Enterprise IT Leadership Team Plus: Team Leader (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner research advisors related to all IT roles.

DELIVERABLES

Gartner for Enterprise IT Leadership Team Plus is comprised of two sets of users: (i) the "Team Leader", and (ii) those "Team Members" designated by client and listed in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Team Leader are set forth below:

- Assigned Service Delivery Team
- Member Value Plan
- Annual Onsite Meeting
- Facilitated Networking, Community Events, and Content
- Gartner for IT Leaders Research (Core IT Research and Role-specific IT Research)
- IT Key Metrics Data
- Diagnostic Tools, Templates and Case Studies
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Talking Technology Series
- Best practice and decision support content
- Webinars
- Individual Inquiry
- Team Inquiry
- Summit Event Ticket

ADDITIONAL DEFINITIONS OF DELIVERABLES

- **Assigned Service Delivery Team**
  The Leadership Partner and Client Manager will serve as the Team Leader's primary points of contact for this Service. They will maintain the relationship through the delivery of the Service and implementation of a Member Value Plan. The Client Manager will facilitate Inquiry and respond to specific requests for Gartner Research and insight.
  - **Member Value Plan —** Customized service plan created in collaboration with the Team Leader at the beginning of the Service and reviewed periodically through the membership lifecycle. Elements include setting Team Leader expectations, value criteria, up to three (3) key initiatives and action plan.
- **One (1) Annual Onsite Meeting —** Team Leader will meet with the Leadership Partner for coaching and advice, strategic planning and execution of up to three (3) key initiatives. Guidance will be based on the collective expertise of Gartner Research and the Member Peer Community.
- **Facilitated Networking, Community Events, and Content**
  - **Facilitated Networking —** Team Leader may request meetings or conference calls with peers around a specific topic to exchange information about best practices or areas of expertise.
  - **Peer Roundtables** – Access to facilitated discussions with peers; participation limited to executives with similar job roles.
  - **Peer Forums** – Held two (2) times per year for one and 1.5 (one and one-half days), events focus on Team Leader-selected topics and provide: (i) a venue for networking and peer exchange, (ii) presentations on working solutions, and (iii) facilitated workshops with Gartner

research advisors. Gartner may, as necessary, change research advisors or supplement the research advisors with a Gartner subject matter expert.

- **Peer Community Research and Peer Content** — Team Leader may access case studies and findings, contributed presentations, tools, and templates.

- **IT Key Metrics Data** – Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across IT domains.
- **Talking Technology Series** – research advisor commentaries on IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS
The Team Leader may use Key Insights Document Share on gartner.com to share with others in the client organization Key Insights summaries of up to 25 (twenty-five) Gartner Research documents per contract year. If a Key Insight summary is not available, the Team Leader may share a PDF copy of the full document. This sharing may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

Participation in inquiry calls is limited to the Licensed User(s) and research advisors only (i.e., non-Users, either inside or outside the Client company, may not attend or otherwise participate on an inquiry call). The Team Leader is entitled to two types of inquiry: (i) inquiry sessions with a research advisor ("Individual Inquiry") which may be scheduled independent of other Team Members; and (ii) inquiry sessions with a research advisor and other members of the Leadership Team ("Team Inquiry"). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions; and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader's agenda.

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter emailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than Summit or Catalyst. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:
http://www.gartner.com/technology/about/policies/events-terms.jsp

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SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM PLUS: ADVISOR TEAM MEMBER

Gartner for Enterprise IT Leadership Team Plus: Advisor Team Member (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and research advisors related to all IT roles.

DELIVERABLES

Gartner for Enterprise IT Leadership Team Plus is comprised of two sets of users: (i) the "Team Leader", and (ii) those "Team Members" designated by client and listed in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Advisor Team Member are set forth below.

- Gartner for IT Leaders Research (includes Core IT Research and Role-specific IT Research)
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Talking Technology Series
- Best practice and decision support content
- Webinars
- Peer Networking
- Individual Inquiry
- Team Inquiry
- Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS

Participation in inquiry calls is limited to the Licensed User(s) and the research advisors only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). Team Members are entitled to two types of inquiry: (i) inquiry sessions with a research advisor ("Individual Inquiry"), which may be scheduled independent of other Team Members; and (ii) inquiry sessions with a research advisor and the Leadership Team ("Team Inquiry"). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader's agenda.

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SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM PLUS: CROSS FUNCTION TEAM MEMBER

Gartner for Enterprise IT Leadership Team Plus: Cross Function Team Member (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and research advisors related to all IT roles.

DELIVERABLES

Gartner for Enterprise IT Leadership Team Plus is comprised of two sets of users: (i) the "Team Leader", and (ii) those "Team Members" designated by client and listed in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Cross Function Team Member are set forth below.

- Gartner for IT Leaders Research (includes Core IT Research and Role-specific IT Research)
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Talking Technology Series
- Best practice and decision support content
- Webinars
- Peer Networking
- Team Inquiry

ADDITIONAL TERMS & CONDITIONS

Participation in inquiry calls is limited to the Licensed User(s) and the research advisor only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader's agenda.

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SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR IT LEADERSHIP TEAM PLUS: TEAM LEADER

Gartner for IT Leadership Team: Team Plus Leader (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and research advisors related to all IT roles.

DELIVERABLES

Gartner for IT Leadership Team Plus is comprised of two sets of users: (i) the "Team Leader", and (ii) those "Team Members" designed by client and listed in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Team Leader are set forth below.

- Gartner for IT Leaders Research (includes Core IT Research and Role-Specific IT Research)
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Key Insight Document Share
- Talking Technology Series
- Best practice and decision support content
- Webinars
- Peer Networking
- Individual Inquiry
- Team Inquiry
- Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS

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SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR IT LEADERSHIP TEAM PLUS: ADVISOR TEAM MEMBER

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DELIVERABLES

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The Deliverables for the Advisor Team Member are set forth below.

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SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERSHIP TEAM PLUS: CROSS FUNCTION TEAM MEMBER

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