

**CONTRACT #12**  
**RFS # 317.01-03075**  
**Edison # 34554**

**Department of Finance and  
Administration  
Office for Information  
Resources (OIR)**

**VENDOR:**  
**Gartner, Inc.**



**STATE OF TENNESSEE**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
**OFFICE FOR INFORMATION RESOURCES**  
**901 5<sup>th</sup> AVENUE NORTH**  
**NASHVILLE, TENNESSEE 37243**  
**(615) 532-4716**  
**FAX (615) 253-1433**

**LARRY B. MARTIN**  
**COMMISSIONER**

**MARK BENDEL**  
**CHIEF INFORMATION OFFICER**

April 17, 2015

Chairman Mark White  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Bldg.  
Nashville, TN

Attn: Mrs. Leni Chick

Dear Chairman White:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's contract with Gartner, Inc., for the provision of Information Technology (IT) research and advisory services. The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

The requested amendment adds an additional \$955,082.00 to the value of the Contract. Due to new service purchases and the increased need of consulting engagement requests to enhance information technology outcomes, it was not possible to accurately predict contract value at the time the contract was initially established. The additional money is required to attempt to ensure that there will be sufficient funds in the contract to pay for anticipated future usage.

The existing contract with Gartner runs through November of 2017. This amendment does not seek to extend the contract term.

Thank you for your consideration of this request. We look forward to appearing before the Committee at its next scheduled meeting.

Sincerely,

Jamie Etheridge  
Deputy Chief Information Officer

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	William Hafley	*Contact Phone:	615-741-7196		
*Presenter's name(s):	Jamie Etheridge				
Edison Contract Number: <i>(if applicable)</i>	34554	RFS Number: <i>(if applicable)</i>	31701-03075		
*Original or Proposed Contract Begin Date:	11/15/12	*Current or Proposed End Date:	11/14/17		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	August 1, 2015				
*Department Submitting:	Finance and Administration				
*Division:	Office for Information Resources				
*Date Submitted:	April 17, 2015				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Gartner, Inc.				
*Current or Proposed Maximum Liability:	\$1,944,918				
*Estimated Total Spend for Commodities:	N/A				
<b>*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY: 2017	FY:
\$638,984	\$388,984	\$388,984	\$388,984	\$138,982	\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>					
FY: 2013	FY:	FY:	FY:	FY	FY
\$373,400	\$707,755	\$230,633	\$	\$	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations were estimates. Actual usage differed from the estimates.		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Surplus funds were not carried forward.		
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Contract Expenditures did not exceed original Contract Allocations.		

Supplemental Documentation Required for  
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:		Federal:	
<i>Interdepartmental:</i>	\$2,900,000	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		OIR is funded through interdepartmental charges to other agencies.	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Request for Proposal	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		The value of the previous Advisory Services contract was \$1,444,918. OIR anticipated increased usage under the current contract.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		N/A	





## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Mark Rampey, OIR Contracts  
Department of Finance & Administration  
E-mail : [Mark.Rampey@tn.gov](mailto:Mark.Rampey@tn.gov)

**FROM :** William Hafley  
E-mail : [William.hafley@tn.gov](mailto:William.hafley@tn.gov)

**DATE :** 4/13/15

**RE :** Request for OIR Pre-Approval Endorsement

**Applicable RFS # 31701-03075 (Advisory Services Amd. 1)**

**OIR Endorsement Signature & Date:**

*Lee Gregory, Chief Operating Officer for Mark Bengel*  
Chief Information Officer

*NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.*

Office for Information Resources (OIR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	<b>Finance and Administration</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>William Hafley, 615-741-7196, <a href="mailto:william.hafley@tn.gov">william.hafley@tn.gov</a></b>
<b>Attachments Supporting Request</b> (mark all applicable)	
<p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.</p>	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	

**Applicable RFS # 31701-03075 (Advisory Services Amd. 1)**

**Information Systems Plan (ISP) Project Applicability**

To avoid delay of OIR pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to OIR. If necessary, agency IT staff should contact OIR Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required):

Applicable – Approved ISP Project#

Not Applicable

**Subject Information Technology Service Description**

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.

Information Technology research and advisory consulting services.

# Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@tn.gov](mailto:Agsprs.Agsprs@tn.gov)

**APPROVED**

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	31701-03075	
1. Procuring Agency	Finance and Administration	
2. Contractor	Gartner, Inc.	
3. Edison contract ID #	34554	
4. Proposed amendment #	1	
5. Contract's Effective Date	November 15, 2012	
6. Current end date	November 14, 2017	
7. Proposed end date	November 14, 2017	
8. Current Maximum Liability or Estimated Liability	\$ 1,944,918.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 2,900,000.00	
10. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>OIR has purchased additional research and advisory services that were not anticipated in the initial maximum liability estimate for the contract. These new services will add approximately \$150,000.00 to OIR's expenditures each year for the remaining three years of the contract. Also, Gartner raises the price of its services by three percent (3%) each year. Taken together, OIR estimates that an additional \$680,015.59 will be needed over the original maximum liability set in the contract.</p> <p>OIR also requests an additional \$275,066.41 increase in the contract maximum liability to cover potential consulting engagements through the end of the contract. OIR also requests an</p>	

Agency request tracking #	31701-03075
<b>increase in the consulting services cap from \$1,000,000.00 to \$1,275,000.00. To date, the State has spent \$694,955.00 on consulting engagements. The demand is driven by agency needs, and the proposed increase will allow OIR to be responsive to consulting engagement requests.</b>	
<b>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</b>  <b>The amendment does not change the scope.</b>	
<b>Signature of agency head or designee and date</b>   02	



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 31701-03075	<b>Edison ID</b> 34554	<b>Contract #</b> N/A	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Gartner, Inc.			<b>Edison Vendor ID</b> 4959		
<b>Amendment Purpose &amp; Effect(s)</b> Increases the contract value					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> November 14, 2017			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 955,082.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2013			\$373,400.00		\$373,400.00
2014			\$707,755.00		\$707,755.00
2015			\$546,225.00		\$546,225.00
2016			\$497,120.00		\$497,120.00
2017			\$425,500.00		\$425,500.00
2018			\$350,000.00		\$350,000.00
<b>TOTAL:</b>			<b>\$2,900,000.00</b>		<b>\$2,900,000.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
<b>Speed Chart</b> (optional) FA00000247		<b>Account Code</b> (optional) 70899001			

**AMENDMENT 1  
OF CONTRACT 34554**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Gartner, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.1 is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million, Nine Hundred Thousand Dollars and No Cents (\$2,900,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
  
2. Contract section C.2 is deleted in its entirety and replaced with the following:
  - C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
  
3. Contract section C.3.c is deleted in its entirety and replaced with the following:
  - C.3.c. Compensation to the Contractor for Consulting Services shall not exceed One Million, Two Hundred Seventy-Five Thousand Dollars and No Cents (\$1,275,000.00) during the term of the Contract. In the event that the State's use of Consulting Services necessitates an increase in the cap listed in this section, the State shall amend the contract to increase the Consulting Services cap and the State's maximum liability, and this amendment shall be based upon rates provided for in the original Contract.
  
4. The following is added as Contract section D.22.
  - D.22. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
  
5. The following is added as Contract section D.23.
  - D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
  
6. The following is added as Contract section D.24.
  - D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective August 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**GARNTER, INC.:**

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**SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

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**LARRY MARTIN, COMMISSIONER**

**DATE**



# CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> November 15, 2012	<b>End Date</b> November 14, 2017	<b>Agency Tracking #</b> 31701-03075	<b>Edison Record ID</b> 34554
<b>Contractor Legal Entity Name</b> Gartner, Inc.			<b>Edison Vendor ID</b> 4959

**Service Caption** (one line only)  
Information technology research and advisory services

<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #</b>
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013			\$638,984.00		\$638,984.00
2014			\$388,984.00		\$388,984.00
2015			\$388,984.00		\$388,984.00
2016			\$388,984.00		\$388,984.00
2017			\$138,982.00		\$138,982.00
<b>TOTAL:</b>			<b>\$1,944,918.00</b>		<b>\$1,944,918.00</b>

**American Recovery and Reinvestment Act (ARRA) Funding:**  YES  NO

**Ownership/Control**

African American   
 Asian   
 Hispanic   
 Native American   
 Female  
 Person w/Disability   
 Small Business   
 Government   
 NOT Minority/Disadvantaged  
 Other:

**Selection Method & Process Summary** (mark the correct response to confirm the associated summary)

RFP    The procurement process was completed in accordance with the approved RFP document and associated regulations.

Competitive Negotiation    The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.

Alternative Competitive Method    The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.

Non-Competitive Negotiation    The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.

Other    The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.	<i>OCR USE - FA</i>

<b>Speed Chart</b> (optional) FA00000247	<b>Account Code</b> (optional) 72203000
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**CONTRACT  
 BETWEEN THE STATE OF TENNESSEE,  
 DEPARTMENT OF FINANCE AND ADMINISTRATION  
 AND  
 GARTNER, INC.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Gartner, Inc., hereinafter referred to as the "Contractor," is for the provision of research and advisory services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.  
 Contractor Place of Incorporation or Organization: Delaware  
 Contractor Edison Registration ID # 0000004959

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. General Scope.

The Contractor shall provide Core Research and Advisory Services covering the information technology (IT) field, Consulting Services for State IT projects, and other IT-related research services as defined in this Contract.

A.3. Core Research and Advisory Services Coverage.

The Contractor shall provide Research and Advisory Services coverage for the following core IT topic areas, economic/business segments, and types of research.

a. IT Topics (further described in Contract Attachment C):

- i. Infrastructure
- ii. Asset Management
- iii. Systems Management
- iv. Disaster Recovery
- v. Help Desk Management
- vi. Enterprise Networking and Communications
- vii. Mobile Communications and Technologies
- viii. Cloud Computing, including Public/Private/Hybrid clouds, Infrastructure as a Service, Platform as a Service, and Software as a Service
- ix. Web Services
- x. Data Warehousing
- xi. Business Intelligence
- xii. Geographic Information Systems
- xiii. Database Technology, Information Management, Big Data
- xiv. Collaboration, including Content Management
- xv. Applications and Application Development
- xvi. Enterprise Applications and Packaged Applications
- xvii. Information Security
- xviii. Commercial Software Licensing (e.g. Microsoft, Oracle) and Contract Management
- xix. Strategic Planning and Enterprise Architecture
- xx. Management of IT Organizations
- xxi. Advanced & Emerging Technologies

b. Economic/Business Sectors:



- i. Government: Addresses Federal, State and Local Government issues and concerns, such as legislative mandates/trends, privacy issues, funding strategies, bureaucratic policies and practices, resource constraints, government methodologies, procurement.
  - ii. Education
  - iii. Finance
  - iv. Health Care
  - v. Customer service
  - vi. Business Processes
- c. Types of Research:
- i. Best Practices
  - ii. Benchmarking, Metrics
  - iii. Vendor and Product Comparisons, Vendor SWOT analysis
  - iv. Technology and Marketplace Status and Trends
  - v. Models, Calculators, Toolkits
  - vi. Self-assessment tools
  - vii. Templates
  - viii. Methodologies
  - ix. Surveys

A.4 Core Research and Advisory Services Access and Management.

a. Membership Accounts.

The Contractor must provide at least one membership option, Multi-User Membership Option or Single User Membership Option, as defined below that provides the Core Research and Advisory Services Coverage defined in Contract Section A.3. The Contractor must provide both membership options if both options are generally available to customers.

i. Multi-User Membership Option.

The Contractor shall provide a multi-user (team or workgroup) membership that includes analyst access.

The Contractor shall provide a multi-user (team or workgroup) membership that does not include analyst access (research only).

ii. Single User Membership Option.

The Contractor shall provide a single user membership that includes analyst access.

The Contractor shall provide a single user membership that does not include analyst access (research only).

- b. The State shall designate the individuals who will have access to purchased memberships (Named Users). Access will be limited to the purchased number of memberships and number of associated Named User(s) that the membership allows.
- c. The State shall have the right to reassign Named Users to or from purchased memberships (remove a Named User from access or substitute one Named User for another) at its sole discretion and at no additional cost to the State. The State will notify the Contractor of all Named User changes in writing (including via e-mail). The State will follow Contractor procedures for reassignment of Named Users as long as these procedures do not conflict with the terms of this Contract. The Contractor shall effect requested changes within five (5) business days from the request date.



- d. The Contractor shall provide the State a means to review membership utilization by Named User.

A.5. Core Research and Advisory Services Target Audience.

The Contractor shall provide Research and Advisory Services that support State staff at the following organizational levels. This requirement may be met by providing the option to purchase more than one type of research product/service membership offering.

- a. Technical staff, such as engineers, and their direct supervisors charged with implementing and operating the State's IT infrastructure and platforms including enterprise IT services such as e-mail.
- b. Technical managers responsible for management, oversight, and decision making regarding individual information technologies or services.
- c. Executive IT managers, such as the State's Chief Information Officer (CIO) and the CIO's direct reports, responsible for management and decision making regarding broad or multiple integrated or related information technologies or services.

A.6. Core Research and Advisory Services Product and Service Delivery and Acceptable Use.

- a. The Contractor shall make all purchased research materials available to membership holders via the Internet using a Web browser.
- b. The Contractor shall provide all purchased research materials that are normally published in a format designed for printing such as electronic softcopy in Adobe Portable Document Format (PDF). Materials normally published only online (such as an analyst blog) are exempt from this requirement.
- c. The Contractor shall provide the ability to send purchased research materials to membership holders via electronic mail. A Uniform Resource Locator (URL) may be used to provide access to materials normally published only online (such as an analyst blog).
- d. The State shall be able to distribute printed or electronic copies of purchased research materials internally in accordance with Contract Section E.13.
- e. The State acknowledges that printed Research and Advisory Services information provided is as of the publication date and that the Contractor has no obligation to advise the State of any change in the information.
- f. The Contractor shall provide analyst access, where purchased, as follows:
  - i. The Contractor shall respond to the State's advisory session (analyst access) request within two (2) business days of receiving the request. (A business day is defined as 8:00 am CT to 4:30 pm CT Monday through Friday, excluding official state holidays.) The response shall include proposed advisory session scheduling options (based on analyst availability) for the following ten (10) business days.
  - ii. Advisory sessions shall be held within ten (10) business days of the request unless the State agrees in advance to a longer schedule for a specific session.
  - iii. The Contractor shall make analysts available by telephone or e-mail. Analysts shall respond to Contractor-authorized email inquiries within two (2) business days.



- iv. The Contractor shall provide the State any recordings made of a State advisory session with an analyst upon request (if such a recording exists) at no additional cost to the State.

A.7 Consulting Services Engagement Initiation.

The Contractor shall provide consulting services for special limited purpose projects for the IT topics described in Contract Section A.3 and Contract Attachment C, as requested and authorized by the State.

- a. The State will request a consulting services engagement by submitting a Statement of Work to the Contractor. The Statement of Work will define the State's expected scope of the consulting project.
- b. The Contractor may seek clarification from the State. If the Contractor decides to take on the engagement, it shall respond to the Statement of Work with a written proposal that must include the following:
  - i. Complete description of the work to be performed as the Contractor understands it;
  - ii. Work plan showing the major activities needed to complete the engagement, including a time frame, tasks, and resource loading (based on the consultant roles listed in Contract Section C.3.b.ii);
  - iii. Staffing plan with brief description of each proposed consultant's experience and the hours required for each consultant role. The Contractor shall build the project team for each engagement using the consultant roles listed in Contract Section C.3.b.ii. The State reserves the right to question the composition of, and request changes to, the proposed project team;
  - iv. Maximum consulting services cost, which the Contractor shall calculate by using the Consulting Services hourly rates set forth in Section C.3.b.ii of this Contract. The hourly rates shall be fully loaded to include all costs, administrative or otherwise, including travel expenses that the Contractor expects to charge. The State will not pay any costs for special limited purpose projects apart from hourly rates;
  - v. This maximum consulting services cost shall be a "not to exceed" total cost; the State shall pay no more than this cost for the consulting services engagement unless amended by the State due to requirement changes which may increase the maximum potential compensation due the Contractor for the requested services. See Contract Section C.5.a.(11) for invoicing requirements regarding hourly rates.
- c. The State may request clarification of the Contractor's proposal. The Contractor shall update its proposal if and as needed and re-submit the proposal to the State.
- d. The State has the sole discretion to accept the Contractor's proposal and authorize the engagement or reject the proposal in its entirety and cancel the engagement request.

A.8. Consulting Services Engagement Execution and Closure.

- a. The Contractor shall provide periodic written (formal) status reports to the State during the engagement. Status report frequency will be based on the length of the engagement, but will be no more often than weekly. The State may request additional informal status updates as it deems necessary. Formal status reports shall cover:
  - i. Schedule conformance (actual work accomplished versus planned work),
  - ii. If behind schedule, reasons and planned action(s) to catch up,
  - iii. Any anticipated likely risks to completion of the engagement scope in the planned time frame.



- b. The Contractor shall document the engagement by providing a detailed written report to the State as the final engagement deliverable. The final report shall include the following:
  - i. Problem statement identifying the engagement object of study and describing clearly why the State initiated the engagement.
  - ii. Observations of the current state of engagement object of study.
  - iii. Findings including an analysis of the observations.
  - iv. Recommended practical future state of the engagement object of study.
  - v. Recommendations or action plan to reach the future state with projected time line where applicable.
- c. The State will review the final report for fitness for use. The State may require revisions to the report. State acceptance of the report closes the engagement work.

A.9. Other Research and Advisory Services.

The Contractor shall provide the State with the capability to make ad hoc purchases of all other available Contractor Research and Advisory Services not included in the purchased memberships or considered consulting services engagements. Such items may include conference or seminar attendance; individual research reports; recorded presentations (slideshows, video, audio, or webinars); or on-site analyst sessions. The Contractor will provide a listing of these items, with the associated prices, upon the State's request, at any time during the term of the Contract. The Contractor shall provide all other available Contractor Research and Advisory Services to the State in accordance with Contract Section C.3.b.

A.10. Account Support.

The Contractor shall assign an Account Representative who will be the State's primary point of contact for services. The Contractor shall notify the State in writing of any change in the Account Representative assignment as soon as possible, but in any event no later than five (5) business days following such change.

A.11. On-site Briefing.

The Contractor shall provide one (1) on-site briefing annually to the State for every one (1) multi-user (team or workgroup) membership (with analyst inquiry or with no analyst inquiry) and/or every four (4) single user memberships (with analyst inquiry or with no analyst inquiry) purchased. An on-site briefing is comprised of one or more presentations made to State Information Technology personnel, typically management level. The State, in discussion with the Contractor, will select the technology and/or management issue to be addressed for the briefings. All presentation(s) for one (1) on-site briefing will likely occur on the same business day, but may span two (2) consecutive business days. These presentations will typically be made in Nashville, but may occur at other Tennessee locations, such as Tennessee State Parks. No additional fees shall be paid to the Contractor for the briefing.

**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning November 15, 2012, and ending on November 14, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million Nine Hundred Forty-Four Thousand Nine Hundred Eighteen Dollars (\$1,944,918.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for



the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
  - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:
    - i. Percentage Discount.  
The Contractor shall be compensated for Core Research and Advisory Services and Other Research and Advisory Services based on the following percentage discount:

Cumulative Percentage Discount Threshold	Percentage Discount (per compensable increment)
Percentage Discount for Cumulative Dollars Spent of \$75,000.00 and under	0 % per item
Percentage Discount for Cumulative Dollars Spent over \$75,000.00	0 % per item

- (1) The Cumulative Dollars Spent that determines the Percentage Discount Thresholds will start over at the beginning of each contract year. Cumulative Dollars Spent is the sum of all items invoiced during that contract year. That is, each invoice submitted should be discounted as though the invoice amount already has been accumulated.
- (2) The Percentage Discounts in Contract Section C.3.b.i above are applicable for the term of the Contract.
- (3) All items in the Scope of Services (Contract Sections A.3, A.4, A.5, A.6, A.9, and Contract Attachment C) are included in the Percentage Discount Thresholds, with the exception of the Consulting Services.
- (4) The Contractor agrees to apply the appropriate discount to the State and Local Government list price for the Core Research and Advisory Services and Other Research and Advisory Services. Monthly invoices must



include proof of the State and Local Government list price and discount price given for each item purchased.

- (5) The Contractor may update the State and Local Government price list on an annual basis beginning in Contract Year 2.

ii. Consulting Services Payment Methodology.

The Contractor shall be compensated for Consulting Services (Contract Sections A.7 and A.8), based on the following hourly rates.

Consulting Services Hourly Rates	Amount (per compensable increment)				
	Year 1 (11/15/2012 — 11/14/13)	Year 2 (11/15/2013 — 11/14/14)	Year 3 (11/15/2014 — 11/14/15)	Year 4 (11/15/2015 — 11/14/16)	Year 5 (11/15/2016 — 11/14/17)
Consultant With Greater Than 15 Years IT-Related Experience	\$ 450.00 per Hour	\$ 450.00 per Hour	\$ 450.00 per Hour	\$ 460.00 per Hour	\$ 460.00 per Hour
Consultant With 10 Years To 15 Years IT-Related Experience	\$ 395.00 per Hour	\$ 395.00 per Hour	\$ 395.00 per Hour	\$ 415.00 per Hour	\$ 415.00 per Hour
Consultant With 5 Years To Less Than 10 Years IT-Related Experience	\$ 315.00 per Hour	\$ 315.00 per Hour	\$ 315.00 per Hour	\$ 330.00 per Hour	\$ 330.00 per Hour
Consultant With Less Than 5 Years IT-Related Experience	\$ 225.00 per Hour	\$ 225.00 per Hour	\$ 225.00 per Hour	\$ 240.00 per Hour	\$ 240.00 per Hour

- c. Compensation to the Contractor for Consulting Services shall not exceed One Million Dollars (\$1,000,000.00) during the term of the Contract. In the event that the State's use of Consulting Services necessitates an increase in the cap listed in this section, the State shall amend the contract to increase the Consulting Services cap and the State's maximum liability, and this amendment shall be based upon rates provided for in the original Contract.

- d. The Contractor shall not be compensated for travel time to the primary location of service provision.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Mitzi Hale  
 Tennessee Department of Finance and Administration  
 312 Rosa L. Parks Ave, 17<sup>th</sup> Floor  
 Nashville, TN 37243



- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Department of Finance and Administration, Office for Information Resources (OIR)
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (name & consultant role required for **Consulting Services Engagements**) of each service invoiced
    - ii. Number of Completed Units, Increments, Hours (**required per consultant role for Consulting Services Engagements**), or Days as applicable, of each service invoiced
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
    - iv. Amount Due by Service
    - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) only be submitted for completed service and shall not include any charge for future work;
  - (3) not include sales tax or shipping charges; and
  - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing



so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.



- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.



- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.



**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Mitzi Hale, Procurement and Contract Management  
Tennessee Department of Finance and Administration  
312 Rosa L. Parks Ave, 17<sup>th</sup> Floor  
Nashville, TN 37243  
[Mitzi.Hale@tn.gov](mailto:Mitzi.Hale@tn.gov)  
Telephone # 615-741-3735  
FAX # 615-741-6164

The Contractor:

Dee Moody, Account Executive  
Gartner, Inc.  
185 W. Oakridge Park  
Metairie, LA 70005  
[dee.moody@gartner.com](mailto:dee.moody@gartner.com)  
Telephone # 504-339-1335  
FAX # N/A

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required



to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. State Ownership of Work Products. With the exception of pre-existing Contractor intellectual property (Contractor Materials) contained therein, the State shall have all ownership right, title, and interest, including ownership of copyright, in all work products, including deliverables, created, designed, or developed solely for the State under this Contract during a consulting services engagement, as defined in Contract Sections A.7 and A.8. The State shall have royalty-free and exclusive rights to use, disclose, reproduce, or publish within State government and for State business purposes, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.



Notwithstanding the foregoing, the State may share work products (i) with State oversight authorities, (ii) with third parties who are engaged by the State to review, implement, or further research the topics contained in the work products (such third parties will be advised of work product confidentiality), and (iii) as required by State or Federal law.

- a. Contractor Ownership of Services and Intellectual Properties. The Contractor shall retain ownership right, title, and interest (including copyright where legally applicable) of their Services and intellectual properties (Contractor Materials). Contractor Materials are pre-existing documents or information developed by the Contractor without using State money or resources, and identified as such in all work products submitted to the State.
  - b. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
  - c. Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
  - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
  - d. any technical specifications provided to proposers during the procurement process to award this Contract;
  - e. the Contractor's proposal seeking this Contract.
- E.9. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-31701-03068 (RFP Attachment 6.2, Section B, Item Ref. B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.11. Limitation of Liability. The parties agree that each party's liability under this Contract shall be limited to an amount equal to two (2) times the contract value, PROVIDED THAT in no event shall anything in this section to the contrary limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct. The parties agree that neither party shall be entitled to punitive damages against the other. All limitations of liability provided for herein shall apply to all



direct or indirect damages, irrespective of how the complaining party's damages are categorized or calculated.

E.12. Monitoring and Compliance. Upon request of the Contractor and no more often than once during each one hundred eighty (180) day period of the Contract, the State agrees to provide the Contractor with available records or other relevant evidence, such as a written letter of confirmation, of State compliance with the Contract regarding use of the Contractor's online research and advisory services. The Contractor or designated independent representative may conduct reviews of the State's records to verify compliance with this Contract. Any such review shall be limited to an examination of data that is relevant to determining the use of the Contractor's online research and advisory services. These reviews shall be by mutual agreement during the State's regular business hours upon no less than two (2) weeks notice.

E.13. Use of Research and Advisory Services.

- a. Definitions. In the following provisions defining the allowable use of research and advisory services, the terminology employed shall have the following meanings:
- i. "Research Event." An instance in which a Named User accesses and/or downloads Research Documents for the State's business purposes and the State then makes use of the Research Documents to derive conclusions relevant to the event.
  - ii. "Research Team." A collection of one or more Research Team Members assigned to work on a Research Event.
  - iii. "Research Team Member." An individual assigned to a Research Team. This individual may work for or be contracted by the Department of Finance and Administration, Office for Information Resources (F&A/OIR), or may work for or be contracted by an entity listed in Contract Attachment B. The entities named in Contract Attachment B are not fixed and may change from time to time; however, regardless of these changes, such entities shall always remain within State government. Contract Attachment B does not, and will not, include the Tennessee Board of Regents and The University of Tennessee. A Research Team Member may or may not be a Named User.
  - iv. "OIR-Managed Research Event." Refers to Research Event that is directly managed by F&A/OIR.
  - v. "Non-OIR-Managed Research Event." Refers to a Research Event that is not managed by F&A/OIR.
  - vi. "Chain of Command." Management personnel within State government that are hierarchically above, and/or that have authority over, a Research Team.

b. Authorized State Use.

- i. OIR-Managed Research Event. For an OIR-Managed Research Event, Named Users may, for the State's own business purposes and at no additional cost to the State, collectively distribute up to 100 instances, in total per Contract year, of Research Documents, in electronic or other formats, with the Research Team, the Research Team Members, and/or Chain of Command associated with the event. For purposes of this provision, an instance is defined as "the submission of an individual research note to, from one (1) to ten (10) people. An additional instance would be counted for every incremental group of 10 persons to whom distribution of the same Research Document is made (i.e. 1-10 equals one instance, 11-20 equals two instances, 21-30 equals three instances, etc.). Such distribution shall be limited only to those individuals with a job-related "need to know" and shall be for defined State business purposes such as the research of IT trends, IT-related business issues, products and/or best practices. This provision does not preclude permitted uses identified in the Contractor's usage guidelines. The State shall advise the designated Contractor Client Partner of the Research Documents distributed during the Parties monthly Client Partner





ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	Edison ID # 34554
CONTRACTOR LEGAL ENTITY NAME:	Gartner, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

*Phillip A. Cummings*

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

*PHILLIP A. CUMMINGS*      *DIRECTOR GOVERNMENT CONTRACTS*

PRINTED NAME AND TITLE OF SIGNATORY

*14 November 2012*

DATE OF ATTESTATION



## ATTACHMENT B

### State Agencies, Boards, and Commissions

Alcoholic Beverage Commission  
Bureau of Ethics and Campaign Finance  
Bureau of TennCare  
Commission on Aging  
Comptroller of the Treasury  
Corrections Institute  
Department of Agriculture  
Department of Children's Services  
Department of Commerce & Insurance  
Department of Correction  
Department of Economic & Community Development  
Department of Education  
Department of Environment & Conservation  
Department of Finance & Administration  
Department of Financial Institutions  
Department of General Services  
Department of Health  
Department of Human Resources  
Department of Human Services  
Department of Intellectual and Developmental Disabilities  
Department of Labor & Workforce Development  
Department of Mental Health  
Department of Military  
Department of Revenue  
Department of Safety  
Department of Tourist Development  
Department of Transportation  
Department of Veterans Affairs  
District Attorneys General  
District Public Defenders  
Legislature (General Assembly)  
Office of Attorney General and Reporter  
Office of the Governor  
State Board of Education  
State Museum  
Tennessee Administrative Office of the Courts  
Tennessee Advisory Commission on Intergovernmental Relations (TACIR)  
Tennessee Arts Commission  
Tennessee Board of Probation & Parole  
Tennessee Bureau of Investigation  
Tennessee Commission on Children & Youth  
Tennessee Department of State (Secretary of State)  
Tennessee Health Services and Development Agency  
Tennessee Higher Education Commission  
Tennessee Human Rights Commission  
Tennessee Registry of Election Finance  
Tennessee Regulatory Agency (TRA)  
Tennessee Treasury Department  
Tennessee Student Assistance Corporation (TSAC)  
Tennessee Wildlife Resources Agency  
Tennessee's Rehabilitative Initiative in Correction (TRICOR)



IT Topic Details

Ref #	IT Topic Details, Contract Section A.3
i.	<p><b>Infrastructure</b> - infrastructure is the physical hardware, software, and communications used to deliver IT services to users.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• <b>Hardware platforms</b> (Mainframe, UNIX, Desktop, Mobile Devices)</li> <li>• <b>Operating Systems</b> (Mainframe, UNIX, Linux, Desktop, Mobile, Windows XP, Windows 7, Windows Server, IOS)</li> <li>• <b>Network Operating Systems (NOS)</b></li> <li>• <b>Application/Database Server Operating Systems</b></li> <li>• <b>Communications</b></li> </ul>
ii.	<p><b>Infrastructure – Asset Management</b></p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• <b>Contracting for Software</b></li> <li>• <b>Implementation of SAM tools</b> <ul style="list-style-type: none"> <li>• Manage software licensing costs</li> <li>• Maintain software license inventories</li> </ul> </li> <li>• <b>Software disposal</b></li> <li>• <b>IT Hardware Asset Management</b> <ul style="list-style-type: none"> <li>• Manage IT Hardware maintenance license costs</li> <li>• Maintain IT Hardware inventories</li> </ul> </li> </ul>
iii.	<p><b>Systems Management</b></p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• <b>Storage Management</b> – file backup and archiving in a way that uses storage devices economically and without the user needing to be aware of when files are being retrieved from backup storage media.</li> <li>• <b>Backup/Retrieval</b> - copying files or databases so that they will be preserved in case of equipment failure or other catastrophe</li> <li>• <b>Software Distribution</b> - management and facilitation of every aspect of deployment or migration of software</li> <li>• <b>Performance Monitoring &amp; Tuning</b> - includes host systems and network performance monitoring</li> <li>• <b>Online Access (TP Monitors &amp; Internet Access)</b></li> <li>• <b>Systems &amp; Operating Systems</b></li> <li>• <b>Capacity Planning and Management</b> the process to predict the types, quantities, and timing of critical resource capacities needed within an infrastructure to meet forecasted workloads</li> <li>• <b>Configuration Management</b> the process of identifying and defining the Configuration items in a system, recording and reporting the status of Configuration items and Requests For Change, and verifying the completeness and correctness of Configuration items.</li> </ul>
iv.	<p><b>Disaster Recovery</b></p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• <b>Business Continuity Planning</b></li> <li>• <b>Disaster Recovery Plan (DRP)</b> - how an organization plans to deal with potential disasters and recovery situations.</li> <li>• <b>Enterprise Risk Management</b> - process of planning, organizing, leading, and controlling the activities of an organization in order to minimize the effects of risk on an organization's capital and assets.</li> </ul>
v.	<p><b>Help Desk Management</b> - A help desk usually consist of special software to help analyze problems and a group of experts using software to help track the status of problems (for example, the status of a company's telecommunications network).</p>



Ref #	IT Topic Details, Contract Section A.3
	Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> <li>• Provision of centralized problem resolution help to users within an enterprise</li> <li>• Management Support Issues and trends</li> </ul>
vi.	<b>Enterprise Networking/Communications</b> Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> <li>• Data Networking (WAN, LAN, MAN, SAN, Backbone Network, VPN)</li> <li>• Cabling (WAN, LAN, Voice)</li> <li>• Mobile/Point-to-Point Wireless (Wireless Protocol, Antenna, Wireless Transport)</li> <li>• Voice (Commercial C/O Service, PBX Trunks, Premise Based Systems, VMS, Business Lines, Backbone Transport, Long Distance, Call Center Management)</li> <li>• Video (Circuit/Carrier, Video Protocols, Telemedicine Peripherals, CSU/DSU, Modems, Video CODEC, Document Camera, Video Switches, Video Bridge)</li> <li>• IPT / VoIP (WAN, LAN, Voice, Mobile, Wifi, Wimax)</li> <li>• IP Telephony</li> <li>• Radio (e.g. 800 MHz, 700 MHz)</li> </ul>
vii.	<b>Mobile Communications</b> Describe Research and Advisory Services coverage that includes at a minimum: Wireless communications such as: <ul style="list-style-type: none"> <li>• Convergence of mobile devices</li> <li>• Smartphones</li> <li>• Tablets</li> <li>• Global Positioning System (GPS)</li> <li>• Wireless LANs</li> <li>• Wireless Applications</li> <li>• Handheld Devices – term for any small mobile hand-held device that provides computing and information storage and retrieval capabilities for personal or business use</li> </ul>
viii.	<b>Cloud Computing</b> Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> <li>• Public/Private/Hybrid Clouds</li> <li>• Infrastructure as a Service</li> <li>• Platform as a Service</li> <li>• Software as a Service</li> </ul>
ix.	<b>Web Services</b> Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> <li>• Web Services Infrastructure</li> <li>• Web Access</li> <li>• Web Server -a program that, using the client/server model and the Internet's Hypertext Transfer Protocol (HTTP), serves the files that form Web pages</li> <li>• Web Application Server - the application server combines or works with a Web (Hypertext Transfer Protocol) server, Java .Net, PHP</li> <li>• Portal - a major entry site for users to connect to the Web or that users tend to visit as an anchor site</li> <li>• Web Publishing - Design, develop, and maintenance of Web content</li> <li>• Authoring Tools</li> </ul>
x.	<b>Data Warehousing</b> - A data warehouse is a central repository for all or significant parts of the data that an enterprise's various business systems collect. Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> <li>• Data Analysis               <ul style="list-style-type: none"> <li>○ OLAP</li> <li>○ ROLAP</li> <li>○ HOLAP(Hybrid)</li> </ul> </li> <li>• Database Management System</li> <li>• Data Mart</li> </ul>



Ref #	IT Topic Details, Contract Section A.3
	<ul style="list-style-type: none"> <li>• Repository</li> <li>• Extract, Transform, and Load</li> <li>• Warehouse Design</li> </ul>
xi.	<p>Business Intelligence - applications and technologies for gathering, storing, analyzing, and providing access to data to help enterprise users make more informed business decisions.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• Decision support systems</li> <li>• Query and reporting</li> <li>• Online and relational analytical processing (OLAP/RGLAP/HOLAP)Hybrid</li> <li>• Statistical analysis</li> <li>• Forecasting</li> <li>• Data Mining</li> </ul>
xii.	<p>Geographic Information Systems (GIS) enables you to envision the geographic aspects of a body of data. Facilitates analysis or query of data through spatial presentation.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• Government Applications</li> <li>• Tools &amp; Utilities</li> <li>• Databases</li> <li>• Query &amp; Analysis</li> <li>• Repository</li> </ul>
xiii.	<p>Database Technology, Information Management, Big Data</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• Database Design <ul style="list-style-type: none"> <li>○ Issues and approaches involved in the design of a database</li> <li>○ Architecture/theory</li> <li>○ Data modeling</li> <li>○ Database normalization</li> <li>○ Metadata</li> </ul> </li> <li>• Database Management System</li> <li>• Database Change Management</li> <li>• Database Monitoring</li> <li>• Data Availability <ul style="list-style-type: none"> <li>○ Backup/Recovery</li> </ul> </li> <li>• Data Movement <ul style="list-style-type: none"> <li>○ Archive</li> <li>○ Migration</li> <li>○ Replication</li> <li>○ File Transfer</li> </ul> </li> <li>• Data Quality <ul style="list-style-type: none"> <li>○ Cleansing</li> <li>○ Transformation</li> </ul> </li> <li>• Data Access <ul style="list-style-type: none"> <li>○ Query/Reporting</li> <li>○ Data Analysis</li> </ul> </li> <li>• Database Middleware</li> <li>• Data Security</li> </ul>
xiv.	<p>Collaboration</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• Automated Data Capture <ul style="list-style-type: none"> <li>• Capture and conversion of paper-based and electronic forms into digital data</li> <li>• Electronic Forms</li> </ul> </li> <li>• Content Management <ul style="list-style-type: none"> <li>○ Manages the content of a Web site</li> </ul> </li> <li>• Document Management <ul style="list-style-type: none"> <li>○ Services for organizing, managing, and routing electronic documents</li> <li>○ Ability to store, locate and retrieve information throughout a document's life cycle</li> </ul> </li> <li>• Imaging -- electronic capture, storage, management, communication and retrieval of</li> </ul>



Ref #	IT Topic Details, Contract Section A.3
	<p>documents</p> <ul style="list-style-type: none"> <li>• Workflow</li> <li>• Instant Messaging</li> <li>• Electronic Mail</li> <li>• Directory Services</li> <li>• Global Directory Services</li> <li>• Office Productivity Tools               <ul style="list-style-type: none"> <li>○ Desktop Publishing</li> <li>○ Spreadsheet</li> <li>○ Word Processing</li> <li>○ Presentation</li> </ul> </li> <li>• List Management Software - handles subscription requests for a mailing list and distributes new messages, newsletters, or other postings from the list's members</li> <li>• Project Management</li> <li>• Business Process Management</li> <li>• Program Management</li> </ul>
xv.	<p><b>Applications &amp; Application Development</b></p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• Application Development Tools &amp; Utilities</li> <li>• Application Integration</li> <li>• Application Development Languages (Mainframe, UNIX, Desktop, and Mobile platforms)</li> <li>• Application Server</li> <li>• Change Management</li> <li>• Output Management</li> <li>• Printed and online output documents</li> <li>• Microfiche</li> <li>• Online output document viewing, etc.</li> <li>• Application Testing</li> <li>• Application Security</li> </ul>
xvi.	<p><b>Enterprise Applications &amp; Packaged Applications</b></p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• Enterprise Resource Planning (ERP) -A broad set of activities supported by multi-module application software that helps a business or government manage the important administrative components of its business               <ul style="list-style-type: none"> <li>○ Planning, accounting, budgeting, employee services, purchasing, maintaining inventories, interacting with suppliers, providing customer service, and tracking orders.</li> </ul> </li> <li>• Customer Relationship Management (CRM) - an information industry term for methodologies, software, and usually Internet capabilities that help an enterprise manage customer relationships in an organized way.</li> <li>• Other Enterprise/Packaged Applications</li> </ul>
xvii.	<p><b>Information Security</b></p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> <li>• System Security</li> <li>• Network Security –               <ul style="list-style-type: none"> <li>○ Monitoring of networks and critical hosts for unusual or suspicious activity</li> <li>○ Firewalls</li> <li>○ Intrusion Detection &amp; IDS log analysis</li> <li>○ Forensic analysis</li> <li>○ Virus Protection</li> <li>○ Network architecture assessment and design</li> <li>○ User and Design Authentication</li> </ul> </li> <li>• Vulnerability assessment and remediation</li> <li>• Physical Security</li> <li>• Encryption Methods (storage &amp; transit) &amp; Tools</li> <li>• Certification and Accreditation</li> </ul>
xviii.	<p><b>Commercial Software Licensing &amp; Contract Management</b></p>



Ref #	IT Topic Details, Contract Section A.3
	Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> <li>• Negotiation of software/hardware/IT service agreements more effectively, aligning contracts to the company's overall business strategy</li> <li>• Review of Procurements (RFPs, ITBs, Contracts) &amp; provision of feedback related to the RFP</li> </ul>
xix.	<b>Strategic Planning</b> Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> <li>• <b>Total Cost of Ownership</b> - designed to help enterprise managers assess both direct and indirect costs and benefits related to the purchase and maintenance of any IT component.</li> <li>• <b>Enterprise Architecture</b> – a process lifecycle as well as the outcome of thinking out and specifying the overall structure, logical components, and the logical interrelationships of a computer, its operating system, a network.</li> <li>• <b>Aligning IT services with the enterprise's business goals</b></li> <li>• <b>Organizational Issues</b> – such as Compensation; Succession Management</li> <li>• <b>Organizational Structure</b></li> </ul>
xx.	<b>Management of IT Organizations</b> Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> <li>• <b>Staffing</b></li> <li>• <b>Training</b></li> <li>• <b>Governance Models</b></li> <li>• <b>Network Operations</b> -A network operations center (NOC) is a place from which a telecommunications network is supervised, monitored, and maintained.</li> <li>• <b>Data Center Operations</b> - central data processing facility and/or the group of people who manage the company's' data processing and networks</li> <li>• <b>Integrated Help Desk Operations</b> <ul style="list-style-type: none"> <li>◦ 24x7 Operations</li> </ul> </li> <li>• <b>Telecommuting</b></li> </ul>
xxi.	<b>Advanced &amp; Emerging Technologies</b> Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> <li>• Identification of new trends and technologies that affect businesses and governments</li> <li>• Determination of technologies that will have a major impact on the marketplace</li> <li>• Provision of technology projections for at least five (5) years</li> </ul>