

STATE OF NEW HAMPSHIRE
Dept. of Administrative Services
Div. of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Date: June 19, 2018

NOTICE OF CONTRACT

(Revision)

COMMODITY: IT ADVISORY SERVICES

CONTRACT NO.: 8002162

NIGP: 920-0000

VENDOR: Gartner, Inc. VENDOR # : 174605
56 Top Gallant Rd.
Stamford, CT 06904

CONTACT PERSON(S): Rod Cyrus
Tel. No.: (703) 868-8600
E-Mail: Rod.cyrus@gartner.com

EFFECTIVE FROM: May 5, 2017 through June 30, 2021

PRODUCTS & PRICING: See Exhibit B of Contract

PAYMENT & TERMS: Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

INVOICING: Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

DELIVERY TIME: Delivery start date of service(s) order should be no later than the first of the month following the expiration of the pricing.

F.O.B.: F.O.B. Destination to any location within the State of New Hampshire

ORDERING: State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

MINIMUM ORDERS: There is no minimum order required under this contract.

SCOPE OF WORK

1.1 The Contractor shall be responsible for providing the appropriate enterprise licensing and resourcing that will accommodate the following:

- a. Provide regular access to qualified and knowledgeable staff to assist State staff with research requests and guidance on tools and materials available given the membership option selected by the using agency.
- b. Provide access to quality current and archived research of a broad range of topics and research areas including but not limited to:
 - i. Cloud and Local Infrastructure
 - ii. Business Intelligence & Analytics, Reporting and Performance Measures
 - iii. Security
 - iv. Business Continuity and Disaster Recovery
 - v. Financial Management
 - vi. Organizational Design and Effectiveness
 - vii. Storage Optimization
 - viii. Mobile Device Management, Support and Guidance
 - ix. Collaboration & Productivity Applications
 - x. Application Management
 - xi. Enterprise Architecture
 - xii. Vendor Management
 - xiii. Licensing Assistance
 - xiv. IT Service Management
 - xv. Leadership and Performance Management
 - xvi. Enterprise Networks
 - xvii. Project Management
- c. Provide access to executable tools that the State can use to implement research findings (which includes, but is not limited to):
 - i. Modifiable forms
 - ii. Planning documents
 - iii. Self-service diagnostic and benchmarking tools
- d. Provide full research support for the defined roles/levels defined (i.e. CIO/Commissioner, Director, Agency IT Leader and Project Manager). Each level is defined below.

1.2 DEFINED ROLES / LEVELS

a. CIO/Commissioner Level

- i. Scope is broad, statewide focus on planning and the future.
- ii. Provides a vision for technical change.
- iii. Provides leadership to the agency, as well as consultation and advice to other agencies and the Executive Leadership. In pursuit of these goals, building relationships at all levels of government are a key to success.
- iv. Focus is on integrated solutions across multiple agencies, ability to understand the interaction between policy and technology. Must be able to assess the impact of proposed legislation as well as to suggest legislative changes, which will make use of technology to support the government's goals.
- v. Must be able to anticipate technological change, recognize opportunities to make government more efficient with respect to technology and to understand citizens' expectations with respect to technology.
- vi. Crisis management and the avoidance of crisis with respect to IT are a major focus.
- vii. High priority subjects include Cloud and Mobile services, security, metrics, training, budget, balancing legacy systems with technology innovations.

b. Director Level

- i. Focus is Statewide within the director's area of responsibility.
- ii. Errors at this level result in disruption of system wide programs or services.
- iii. Ensures consistency and maintainability of existing applications and infrastructure by creating, maintaining, and enforcing standards and procedures.
- iv. Responsible for implementing new directives within their area of responsibility, suggesting areas for improvement to applications and infrastructure.
- v. Evaluates all facets of information technology to ensure productivity of assigned resources and quality of information technology work products; recommends changes when appropriate.
- vi. Responsible for budgeting and for prioritizing acquisition, maintenance, and replacement of existing infrastructure items.
- vii. Evaluates overall user needs for computerized information technology, training, software and networking, and authorizes appropriate course of action.
- viii. Responsible for personnel evaluations, recruitment and advancement of employees.
- ix. Develops long-range plans, analyzes staffing requirements, and formulates system wide policies and procedures.

c. Agency IT Leader

- i. Focus is to direct the information technology needs of a single state agency.
- ii. Plans, directs, monitors and evaluates multi-project information technology activities within an assigned agency.
- iii. Directs assigned managers and coordinates team resources throughout the implementation and ongoing operation of information technology projects.
- iv. Plans, prepares, implements, and monitors operational plans and budgets within the framework of agency goals and objectives.
- v. Interfaces with agency management; coordinates with appropriate federal and state agencies, contractors, and vendors to ensure scheduled delivery of automated application solutions that conform to stated client business needs.
- vi. Evaluates trends in information technology hardware, software and networking and makes recommendations to department administration regarding appropriate hardware, software and systems.
- vii. Errors in this job category may result in long-term adverse impact on agency image and the future success of organizational operations.

d. Project Manager

- i. Focus is for the management and successful implementation of individual programs within specific agencies.
- ii. Coordinates development, testing, and implementation efforts for information technology programs.
- iii. Coordinates and directs information technology use, development and implementation within development groups.
- iv. Analyzes or manages information technology related to agency computerized systems including coordinating with vendors and managing vendor contracts as necessary.
- v. Coordinates with managers of other organizational units to recommend system solutions to accomplish goals, set priorities, and to resolve problems.
- vi. Evaluates specifications for new applications and enhancements, and applies project management techniques to assure timely completion.
- vii. Analyzes systems problems, monitors system databases in order to ensure their integrity, and provides technical assistance to agency staff.

1.3 The Contractor shall provide quote(s) based upon on-demand services requested by the State in the form of a written statement of work (SOW). The Contractor shall collaboratively review the SOW with the State to ensure the request detail is understood and can be used to generate an accurate quote. All quote(s) shall provide fixed pricing based on the estimated breakout of tasks and an estimated timeline to perform the requested on-demand service(s). All quotes shall utilize the rates outlined in Exhibit B to provide consistent and transparent estimates.

2. INTELLECTUAL PROPERTY

2.1 SUBSCRIPTION BASED SERVICES

Contractor shall own and retain all rights to the Services not expressly granted to the State herein. Only the individuals named in each Service Agreement (SA) (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. State agrees to review and comply with Exhibit E, Gartner Usage Policy, 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 the State may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

2.2 ON DEMAND CONSULTING SERVICES

With respect to On Demand Consulting Services Set Forth in Exhibit E, Contractor shall provide the State ownership of Deliverables originally created for and presented to the State subject to the following. (a) Contractor shall retain sole and exclusive ownership of all Contractor tools, methodologies, questionnaires, responses, and proprietary research along with and data generated in the course of performing the Services, together with all intellectual property rights therein (the "Gartner Materials"). Contractor grants to Client a perpetual, non-exclusive, royalty-free license to use the Gartner Materials embodied in a Deliverables. (b) Nothing contained in this Agreement shall be interpreted to preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor 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 Contractor shall not use or disclose any of State's confidential information. (c) With respect to any benchmarking Services performed by Contractor, the 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 Contractor and contained in Contractor's proprietary database, (ii) the contents of the database belong to Contractor solely, (iii) State's data will become part of the database, (iv) Contractor will code any presentation of State's data to preserve State's anonymity, and (v) the database will be used by Contractor in future consulting and benchmarking engagements. (d) State shall retain its rights in any proprietary material that State supplies to Contractor. If State provides Contractor with materials owned or controlled by State or with use of, or access to, such materials, State grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations herein.

2.2.1 All services performed under this Contract shall be as outlined in Exhibit E -, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten (10) day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, (including DoIT) at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or its personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

2.2.2 All personnel shall observe all regulations or special restrictions in effect at the State Agency.

2.3 The Contractor's personnel shall be allowed only in areas where services are being performed.

TERMINATION FOR CONFLICT OF INTEREST

2.3.2 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if Contractor did not know, or reasonably did not know, of the conflict of interest.

2.3.3 In the event the Contract is terminated as provided above pursuant to a violation by Contractor, the State shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a default of the Contract by Contractor.

QUESTIONS:

Direct any questions to Ryan Aubert, 603-271-0580 or Ryan.Aubert@NH.Gov