

**Corporate Agreement Number**

**T05-TSD-329**

**for**

**Information Technology  
Research and Advisory Services**

**between the**

**State of Washington**

**DEPARTMENT OF INFORMATION SERVICES**

**and**

**GARTNER, INC.**

**Effective Date: May 13, 2005**

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State of Washington  
Department of Information Services  
PO Box 42445  
512 - 12<sup>th</sup> Avenue SE  
Olympia, Washington 98504-2445

**Corporate Agreement Number T05-TSD-329  
for  
Information Technology Research and Advisory Services**

**Parties**

This Agreement is entered into by and between the state of Washington acting through the **Department of Information Services**, an agency of Washington State government ("DIS"), and Gartner, Inc. a corporation licensed to conduct business in the state of Washington, ("Vendor" or "Gartner") located at 56 Top Gallant Road, Stamford, Connecticut 06904 for the purpose of providing End Users with licenses ("Seats") for Gartner's Internet-based access to information technology research and advisory services.

**Recitals**

*Whereas*, the state of Washington acting by and through the Department of Information Services, Technology Brokering Services, has the authority to enter into Corporate Agreements with a manufacturer or provider of an information technology product or service where significant advantages will result to the State when DIS uses its leverage as a corporate buyer; and

*Whereas*, Vendor is the owner and provider of information technology research and advisory services that are of use to the State; and,

*Whereas*, the Department of Information Services has determined that entering into a Corporate Agreement with Vendor will meet the needs of State purchasers and will be in the State's best interest;

*Now therefore*, DIS enters into this contract with Vendor for the provisioning End Users with licenses ("Seats") for Gartner's Internet-based information technology research and advisory services ("Products and Services") at the Prices set forth on Schedule A in accordance with the terms and conditions of this Corporate Agreement.

This Corporate Agreement is an optional use contract that neither financially binds the State nor otherwise obligates the State to purchase any Services hereunder. Nor does this Corporate Agreement prevent the State from purchasing similar Products and Services from other sources. This Corporate Agreement is not for personal use.

1. **Definitions**

**"Advisor Seat"** shall mean a Seat License purchased by an End User that provides the same level of access to Vendor's written Research as the Reference Seat, and in addition provides Standard Analyst Inquiry and other Services, as described in Schedule B.

**"Business Days and Hours"** shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**"Confidential Information"** shall mean information that <sup>may be</sup> exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes the following: names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, End User source code or object code, or End User security data, or any tangible information that an End User marks with the word *Confidential* or any oral information that End User tells Vendor is Confidential Information. Confidential Information shall not include information obtained by Gartner's research, analysis or consulting organization from sources other than the Gartner employees receiving Confidential Information provided under this Agreement

**"Corporate Agreement" or "Agreement"** shall mean this Corporate Agreement, all schedules and exhibits, and all amendments hereto.

**"DIS"** shall mean the Department of Information Services, Technology Brokering Services, the Purchaser hereunder.

**"DIS Business Manager"** shall mean the manager of Technology Brokering Services, who will be the primary contact person with whom the Vendor Account Manager shall work throughout the term of this Corporate Agreement and as further defined in the section titled **DIS Business Manager**.

**"DIS Contract Administrator"** shall mean the TSD Contract Administrator, who shall be the principal point of contact for notices, reports and any other pertinent documentation or information related to this Agreement. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Corporate Agreement.

**"Effective Date"** shall mean the first date this Agreement is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Agreement.

**"End User(s)"** shall mean the individual named user identified in the Order Document that has been submitted to DIS to order the Products and Services pursuant to this Corporate Agreement.

**"License"** shall mean Seat License comprising the rights granted to End User to use the Products and Services that are purchased under this Agreement.

**"Order Document"** shall mean the *Order Form and Seat License Terms*, specifying the End User, and the type of Seat to be licensed under this Agreement, including the license terms agreed to by the End User and shall be substantially in the form attached as Schedule C to this Agreement.

**"Price(s)"** shall mean charges, costs, rates, and/or fees charged for Products and Services under this Agreement and shall be paid in United States dollars.

**"Products and Services"** shall mean End User licenses to access Gartner's Internet-based information technology research and advisory services provided by Vendor through either an Advisor Seat or a Reference Seat, as further described in Schedule B.

**"Proprietary Information"** shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

**"Purchaser"** shall mean the DIS Technology Brokering Services group.

**"Reference Seat"** shall mean a Seat License purchased by an End User that provides access to Vendor's written Research for each licensed User as further described in Schedule B.

**"RCW"** shall mean the Revised Code of Washington.

**"Schedule A: Price List"** shall mean the attachment to this Agreement that identifies the Products and Services and their corresponding Prices available under this Agreement.

**"Schedule B: Products and Services Description"** shall mean the attachment to this Agreement that describes the Products and Services available under this Agreement in detail.

**"Schedule C: Order Form and Seat License Terms"** shall mean the attachment to this Agreement that contains the Seat license terms agreed to by the End User and order and identification information for the End User.

**"Services"** see "Products and Services."

**"State"** shall mean the state of Washington, acting by and through DIS.

**"Vendor"** shall mean Gartner, Inc., its employees, subcontractors and agents.

**"Vendor Account Manager"** shall mean a representative of Vendor who is assigned as the primary contact person whom DIS or the DIS Business Manager shall work with for the duration of this Agreement and as further defined in the section titled **Vendor Account Manager**.

## **Agreement Term**

### **2. Term**

- 2.1. The initial term shall be approximately one (1) year, commencing on the Effective Date and continuing through May 31, 2006.
- 2.2. The term of this Agreement shall automatically renew for one (1) year renewal terms unless either party notifies the other at least ninety (90) days before the end of the term of its desire not to renew the Agreement. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

### **3. Survivorship**

All license and purchase transactions executed pursuant to the authority of this Agreement shall be bound by all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms,

conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of the sections titled **Ownership of Products and Services, License Grant and License Terms, Protection of State's Confidential Information, Publicity, Patent and Copyright Indemnification, Disputes, and Limitation of Liability**, shall survive the termination of this Agreement.

## **Pricing, Invoice and Payment**

### **4. Pricing**

- 4.1. Vendor agrees to provide the Products and Services at the Prices set forth in the Price List attached as Schedule A to this Agreement. In March of each year that this Agreement is in effect DIS and Vendor will review Agreement usage to determine if the State qualifies for lower prices for new purchases and renewals.
- 4.2. If Vendor reduces its Prices for any of the Products and Services during the term of this Agreement, Purchaser shall have the immediate benefit of such lower Prices for new purchases. Vendor will send notice to the DIS Contract Administrator with the reduced prices within fifteen (15) calendar days of the reduction taking effect.

### **5. Taxes**

Purchaser will pay sales and use taxes, if any, imposed on the Products and Services at Purchaser's local rate. Vendor shall pay all other taxes including, but not limited to, Washington Business and Occupation Taxes, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property. Purchaser, as an agency of the Washington State government, is exempt from property tax.

### **6. Invoice and Payment**

- 6.1. Vendor shall submit properly itemized invoices to Purchaser. Invoices shall provide and itemize the following, as applicable:
  - a) Vendor's name and address and remittance address, if different, and phone number;
  - b) Purchaser's name and address, and purchase order number;
  - c) This Agreement number (T05-TSD-329);
  - d) Description of Products and Services, including End User's name and contact information, type of seat, Service activation date, and price;
  - e) Total invoice price, excluding sales tax, for all research seats and all advisory seats, subtotaled separately;
  - f) Sales taxes, if applicable;
  - g) Total invoice price; and
  - h) Payment terms including any available prompt payment discounts.
- 6.2. Payments shall be due within thirty (30) calendar days after the receipt of properly prepared invoices.
- 6.3. Incorrect or incomplete invoices will be returned by Purchaser to Vendor for correction and reissue.

- 6.4. This Agreement number (T05-TSD-329) shall appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement. Purchaser shall not honor drafts, or accept goods on a sight draft basis.
- 6.5. If Purchaser fails to make timely payment, Vendor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar (\$1.00). Payment will not be considered late if a check or warrant is postmarked within thirty (30) calendar days of receipt of Vendor's properly prepared invoice.

## 7. Overpayment to Vendor

Vendor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Agreement within thirty (30) days' written notice. If Vendor fails to make timely refund, Purchaser may charge Vendor one percent (1%) per month on the amount due, until paid in full.

## 8. Advance Payment Prohibited

No advance payment shall be made for the Products and Services furnished by Vendor under this Agreement.

## License Terms and Vendor's Responsibilities

### 9. Ownership of Products and Services

The State acknowledges that the Products and Services are owned by Vendor or its licensors and are protected by copyright and other applicable laws. Vendor shall maintain all title, copyright, and other proprietary rights in the Products and Services. Purchaser and End Users do not acquire any rights, express or implied, in the Products and Services, other than those specified in this Agreement. Vendor hereby warrants and represents to Purchaser and End Users that Vendor is the owner of the Products and Services accessible hereunder or otherwise has the right to grant to Purchaser the licensed rights to the Products and Services provided by Vendor through this Agreement without violating any rights of any third party worldwide. Vendor represents and warrants that Vendor has the right to license the Products and Services to Purchaser as provided in this Agreement; and that End User's use of the Products and Services within the terms of this Agreement will not infringe upon any copyright, patent, trademark or other intellectual property right worldwide or violate any third party's trade secret, contract or confidentiality rights worldwide. Vendor represents and warrants that: (i) Vendor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that any Product and Service infringes any patents, copyrights, or trade secrets of any third party, and (ii) that Vendor has no actual knowledge that any Product and Service infringes upon any patents, copyrights, or trade secrets of any third party.

### 10. License Grant and License Terms

Gartner grants End User a License to use all Products and Services accessible under this Agreement according to the description attached as Schedule B and with the following restrictions:

- 10.1. *Internal Use.* End Users may: (i) print one copy of individual research documents for their individual use, for the benefit of their End User organization; (ii) make limited copies and/or excerpts from individual research documents for internal presentations or reports to

be shared with other End User organization personnel; and (iii) circulate copies of the Products and Services, electronic or otherwise, only to other End Users.

- 10.2. **External Use.** End Users may not reproduce or distribute the Products and Services externally without Gartner's prior written permission, except the End User may externally use an individual research document in its entirety if it purchases a reprint for the individual document. End User may excerpt from the Products and Services only with the prior written approval of Gartner's Vendor Relations, at [quote.requests@gartner.com](mailto:quote.requests@gartner.com). Any approved external use of the Products and Services must comply with Gartner's Copyrighted Materials -- Usage and Quote Policy which may be viewed on Gartner Vendor Relations section of [gartner.com](http://gartner.com). Products and Services may not be stored by End User on any information storage and retrieval system.
- 10.3. **Assignment.** If an End User leaves the employment of its organization or if the End User's job function substantially changes so that access to the Products and Services is no longer necessary, then End User can assign its seat to another End User within the same organization, who shall be bound by all the license terms agreed to in the original Order Document. End User shall inform Vendor's point of contact of the assignment of the seat with the previous and new End User contact information. Vendor will notify Purchaser with previous and new contact information for the End User of the assigned seat.
- 10.4. **Monitoring/Audit.** Gartner may monitor activity on its web site, including access to and use of the Products and Services by End Users. Upon request, DIS agrees to provide Gartner with copies of Order Documents or other relevant evidence of End User's compliance with the license terms. Gartner may conduct on-site audits of End User's systems and/or records to verify compliance with the license terms, but any such audit shall be limited to an examination of those records and/or portions of End User's system that are relevant to determining use of Gartner's Services. Any audit shall be conducted during End User's regular business hours and upon reasonable notice. End User agrees to cooperate with such Gartner Audits.
- 10.5. **Misuse of License ("Seat").** If Gartner discovers misuse of the Products and Services, End User will be required to: (1) stop the conduct that is a misuse of the Seat license; or (2) purchase additional Seats to correspond to the usage. In the event of further misuse by the End User, Gartner may terminate the license, deactivating End User's password and access to the Products and Services.

## 11. Change of Services or Products

Vendor may make minor modifications from time to time in the content of any Service. In such case, Vendor shall provide thirty (30) calendar days written notice to the DIS Contract Administrator and the DIS Business Manager for any addition, cancellation or reorganization of any Products and Services. Vendor may not increase the Prices for any additional Products and Services or reorganization of Products and Services during a then current term of the Agreement If a Product or Service will no longer be offered by Vendor during the term of the Agreement, Vendor shall offer a substitute Product or Service and shall provide a prorated refund, if applicable.

## 12. Products and Services Support

Vendor shall make available advisory services to assist End Users in understanding and using the online Products and Services. Vendor shall provide the following Product Support Services:

- 12.1. Vendor shall provide a direct point of contact, from whom Purchaser may request assistance with Vendor's Products and Services. Vendor's Product Support Services shall be a local telephone number to a local representative or a toll free telephone number and an email address to assist in answering inquiries regarding Vendor's Products and Services.
- 12.2. Vendor shall provide a response to a request for assistance within eight (8) Business Hours of the request being made.

### 13. Usage Reports

Upon request, Vendor will provide DIS with information or reports regarding the use of Vendor's Products and Services, such as the number and type of Products, topics, or reports being accessed and the number and types of analysts being contacted by End Users.

### 14. Protection of State's Confidential Information

14.1. Vendor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of Confidential Information. Vendor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release or disclose it to any other party without Purchaser's or End User's express written consent or as provided by law. Vendor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser or End User. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

14.2. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Vendor; (3) entered the public domain through no fault of Vendor or subsequent to Purchaser's or End User's communication to Vendor; (4) is in Vendor's possession free of any obligation of confidence at the time of Purchaser's or End User's communication to Vendor; or (5) is communicated by the Client to a third party free of any obligation of confidence.

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14.3. Immediately upon expiration or termination of this Agreement, Vendor shall, at Purchaser's option: (i) certify to Purchaser that Vendor has destroyed all Confidential Information, or (ii) return all Confidential Information to End User or Purchaser; or (iii) take whatever other steps Purchaser requires of Vendor to protect the State's Confidential Information.

14.4. Purchasers may use any reasonable procedures, such as salting databases, to determine how Vendor and Subcontractors use Confidential Information obtained through performance of this Agreement.

14.5. Violation of this section by Vendor or its Subcontractors may result in termination of this Agreement, monetary damages, or penalties.

### 15. Vendor Commitments, Warranties and Representations

15.1 Any written commitment by Vendor within the scope of this Agreement shall be binding upon Vendor. Failure of Vendor to fulfill such a commitment may constitute breach and shall render Vendor liable for damages under the terms of this Agreement. For purposes

of this Agreement, a commitment by Vendor which shall be in writing includes: (a) Prices, discounts, and options committed to remain in force over a specified period of time; and, (b) any warranty or representation made by Vendor in any literature, descriptions, drawings or specifications accompanying or referred to or used to effect the sale to End User as to Product or Services within the scope of this Agreement.

- 15.2 VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. ALL SERVICES SPEAK AS OF THE PUBLICATION DATE AND VENDOR HAS NO OBLIGATION TO ADVISE PURCHASER OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE SERVICES. THE SERVICES ARE INTENDED SOLELY AS A RESEARCH TOOL AND ARE NOT MEANT AS SPECIFIC GUIDES TO ACTION.

## Agreement Administration

### 16. Legal Notices

- 16.1. Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law (except for subpoena or notice of legal process) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, or via facsimile to the parties at the physical addresses provided in this section.

**To Contractor at:**

Gartner, Inc.

Attn: William F. Mohan, Jr.

Director, Government Contracts  
8405 Greensboro Drive – Suite 600  
McLean, VA 22103  
Phone: 703-226-4845  
Fax: 703-226-4703

**To DIS at:**

State of Washington  
Department of Information Services  
Attn: TSD Contract Administrator

*If by US Postal Service:*    *If by Overnight Courier:*  
PO Box 42445                      2411 Chandler Court SW  
Olympia, WA 98504              Olympia, WA 98502  
Phone: 360-725-4200  
Fax: 360-664-0711

or to End Users at the address and fax number listed on their Order Document.

- 16.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.
- 16.3. In the event that a subpoena or other legal process commenced by a third party, in any way concerning the Product or Services provided pursuant to this Agreement is served upon Vendor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

### 17. DIS Business Manager

DIS shall appoint a DIS Business Manager for this Corporate Agreement and will provide oversight of the activities conducted hereunder. The Technology Brokering Services Manager

will be the principal contact for Vendor concerning business activities under this Corporate Agreement. DIS shall notify Vendor, in writing, when there is a new DIS Business Manager assigned to this Corporate Agreement. The DIS Business Manager contact information is:

DIS Business Manager: Technology Brokering Services Manager		
<u>Shipping address:</u> 2411 Chandler Court SW, Olympia WA 98502		
<u>Mailing address:</u> PO Box 42445, Olympia, WA 98504-2445		
Phone: 360-725-4200	Fax: 360-753-1673	E-mail: <a href="mailto:ss@dis.wa.gov">ss@dis.wa.gov</a>

**18. DIS Contract Administrator**

DIS appoints the TSD Contracts Administrator to be responsible for the maintenance and administration of this Agreement, and to be the principal point of contact for Vendor concerning Vendor's performance under this Agreement. The TSD Contract Administrator may also conduct periodic performance or financial audits related to this Agreement.

**19. Vendor Account Manager**

Vendor shall appoint an Account Manager for the State's account. Vendor Account Manager will be the principal point of contact for the DIS Contract Administrator concerning Vendor's performance hereunder and for receipt of notices. Vendor Account Manager will also serve as the focal point for business matters, support coordination, and administrative activities. Vendor shall notify the TSD Contract Administrator and DIS Business Manager, in writing, when there is a new Vendor Account Manager assigned to this Agreement. The Vendor Account Manager information is:

Vendor Account Manager: Sally Caplan, Gartner Public Sector Group		
Address: 2001 Sixth Avenue, Suite 2200 Seattle, WA 98121		
Phone: 206-256-0362	Cell: 425-269-6965	E-mail: <a href="mailto:sally.caplan@gartner.com">sally.caplan@gartner.com</a>

**20. Section Headings, Incorporated Documents and Order of Precedence**

- 20.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- 20.2. Each of the documents listed below is incorporated by this reference into this Agreement as though fully set forth herein.
  - a) Schedule A – *Price List*;
  - b) Schedule B – *Product and Services Description*;
  - c) Schedule C – *Order Document and Seat License Terms*;
  - d) All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Vendor made available to Purchaser or End User and used to effect the sale of Product and Services to End User.
- 20.3. In the event of any inconsistency in this Agreement, it shall be resolved in the following order of precedence:
  - a) Applicable federal and state statutes, laws, and regulations;
  - b) Provisions of this Agreement (T05-TSD-329);

- c) Schedule A - *Price List*;
- d) Schedule B – *Product and Services Description*;
- e) Schedule C – *Order Document and Seat License Terms*;
- f) The terms and conditions contained on any additional Purchaser or End User purchase order documents; and
- g) All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Vendor made available to Purchaser and End User and used to effect the sale of Product and Services to End User.

**21. Entire Agreement**

This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and except as provided in the section **Vendor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Agreement will be effective without the written consent of both parties.

**22. Authority for Modifications and Amendments**

No modification, amendment, alteration, addition or waiver of any section or condition of this Agreement shall be effective or binding unless in writing and signed by authorized representatives of Vendor and DIS.

**23. Additional Products and Services**

Vendor may submit new Products and Services with associated prices to the DIS Contract Administrator. Additional Products or Services that are determined by DIS to be appropriate to the scope of this Corporate Agreement, may be added to Schedule A by an instrument in writing, signed by both Vendor and DIS. Such writing shall include a specific description of the additional Products and/or Services, pricing, and additional terms and conditions as relevant.

**24. Independent Status of Vendor**

In the performance of this Agreement, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. 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, nor will Vendor make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

**25. Governing Law**

This Agreement shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

## 26. Assignment

- 26.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Vendor may assign this Agreement including the proceeds hereof: *provided that*, such assignment shall not operate to relieve Vendor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to DIS that may arise from any breach of this Agreement, its supplements, or warranties made herein, including but not limited to rights of setoff.
- 26.2. With the prior written consent of Vendor, which consent shall not be unreasonably withheld, DIS may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the state of Washington: *provided that*, such assignment shall not operate to relieve the State of any of its duties and obligations hereunder.

## 27. Publicity

- 27.1. Entering into this Corporate Agreement with Vendor is not in any way an endorsement of Vendor or Vendor's Products or Services by Purchaser and shall not be so construed by Vendor in any advertising or other publicity materials.
- 27.2. Vendor agrees to submit to DIS, all advertising, sales promotion, and other publicity matters relating to this Agreement or any Product or Service furnished by Vendor wherein DIS or End User's name is mentioned, language is used, or Internet linkages are provided from which the connection of DIS or End User's name therewith may, in DIS's judgment, be inferred or implied. Vendor further agrees not to publish or use such advertising, sales promotion matter, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS prior to such use, except that Gartner may identify the state of Washington in client listings.

## 28. Review of Vendor's Records

- 28.1. Vendor and its Subcontractors shall maintain commercially acceptable accounting practice books, records, documents and other documents relating to this Agreement, including but not limited to protection and use of the State's Confidential Information. Vendor shall retain all such records for six (6) years after the expiration or termination of this Agreement, including any extensions granted. Records involving matters in litigation related to this Agreement shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Agreement, whichever is later.
- 28.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator, Office of Financial Management and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable. During this Agreement's term, Vendor shall provide access to these items within Thurston County. During the six (6) year period after the Agreement term, delivery of and access to these items will be at no cost to the State. Vendor shall be responsible for any audit exceptions or disallowed costs incurred by Vendor or any of its Subcontractors.

## General Provisions

### 29. Patent and Copyright Indemnification

29.1. Vendor shall, at its expense, defend or settle any claim against DIS or End User that any Products or Services supplied hereunder, or End User's use of the Products or Services within the terms of this Agreement, infringe any patent, copyright, utility model, industrial design, mask work, trade secret, or trademark or similar proprietary right of a third party worldwide. Vendor shall pay resulting costs, damages and attorneys' fees finally awarded provided that DIS or End User:

- a) Promptly notifies Vendor in writing of the claim; and
- b) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Vendor sole control of the defense and all related settlement negotiations.

29.2. Vendor will pay all costs of such defense and settlement and any costs and damages awarded by a court or incurred by DIS or End User. If such claim has occurred, or in Vendor's opinion is likely to occur, DIS agrees to permit Vendor, at its option and expense, either to procure for DIS and End User the right to continue using the Products and Services or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Products and Services is enjoined by a court and Vendor determines that none of these alternatives is reasonably available, Vendor, at its risk and expense, will refund the amount paid by Purchaser for the Products and Services. No termination charges will be payable and Purchaser will pay only those charges which were payable prior to the date of such return.

29.3. Vendor has no liability for any claim of infringement arising solely from:

- a) Vendor's compliance with any designs, specifications or instructions of the End User;
- b) Modification of the Products and Services by End User or a third party without the prior knowledge and approval of Vendor; or
- c) Use of the Products and Services in a way not specified by Vendor;

unless the claim arose against Vendor's Products and Services independently of any of these specified actions.

### 30. Save Harmless

Vendor shall defend, indemnify, and save Purchaser and End User harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from such claim, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Vendor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Vendor's obligation to defend, indemnify, and save harmless Purchaser and End User shall not be eliminated or reduced by any alleged concurrent Purchaser or End User negligence.

### 31. Insurance

31.1. Vendor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In

the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Vendor shall provide written notice of such to DIS within one (1) Business Day of Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at DIS' sole option, result in this Contract's termination.

- 31.2. The minimum acceptable limits shall be as indicated below, with no deductibles, unless otherwise indicated, for each of the following categories:
- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$1 million general aggregate;
  - b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
  - c) Employers Liability insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
  - d) Umbrella policy providing excess limits over the primary policies in an amount not less than Three Million dollars (\$3,000,000); and
  - e) Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000, and coverage of not less than \$1 million per occurrence/\$1 million general aggregate.
- 31.3. Vendor shall pay premiums on all insurance policies. DIS shall be named as an additional insured on all general liability, automobile liability, and umbrella policies, and Vendor shall provide a copy of the policy endorsement(s) designating DIS as an additional named insured. Such policies shall also reference this Agreement number T05-TSD-329 and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to DIS by the insurer.
- 31.4. All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.
- 31.5. Vendor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.
- 31.6. Vendor shall furnish to DIS copies of certificates and endorsements of all required insurance within thirty (30) calendar days of this Contract's Effective Date and copies of renewal certificates and endorsements of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at DIS sole option, result in this Contract's termination.
- 31.7. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor's liability under the indemnities and reimbursements granted to DIS in this Contract.

**32. Industrial Insurance Coverage**

Prior to performing work under this Agreement, Vendor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Agreement. Except as prohibited by law, Vendor waives all rights of subrogation against DIS and Purchaser for recovery of damages to the extent they are covered by workers compensation or other insurance required to be purchased by Vendor under this Agreement. Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Vendor, or any Subcontractor or employee of Vendor, which might arise under the industrial insurance laws during the performance of this Agreement.

**33. Licensing Standards**

Vendor shall comply with all applicable local, state, and federal licensing requirements and standards necessary in the performance of this Agreement. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

**34. Compliance with Civil Rights Laws**

During the performance of this Agreement, Vendor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 *et seq.*; the Americans with Disabilities Act (ADA); and chapter 49.60 RCW, Washington Law Against Discrimination. In the event of Vendor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded or terminated in whole or in part under the **Termination for Default** section, and Vendor may be declared ineligible for further Contracts with Purchaser. In addition to the cancellation of this Agreement, Vendor may be subject to remedies under federal and state law.

**35. Severability**

The terms and conditions of this Agreement are declared severable. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

**36. Waiver**

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

**37. Vendor's Proprietary Information**

Vendor acknowledges that Purchaser and End User are subject to chapter 42.17 RCW and that this Agreement shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with chapter 42.17 RCW, Purchaser and End User shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, Purchaser or End User, as applicable, will notify Vendor of the request and of the date that such records will be released to

the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, Purchaser will release the requested information on the date specified.

## **Disputes and Remedies**

### **38. Disputes**

- 38.1. In the event a bona fide dispute concerning a question of fact arises between DIS and Vendor or Vendor and End User and it cannot be resolved between the parties or by the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.
- 38.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.
- a) If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) Business Days.
  - b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
  - c) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.
- 38.3. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.
- 38.4. End User, DIS and Vendor agree that, the existence of a dispute notwithstanding, each will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.

### **39. Non-Exclusive Remedies**

The remedies provided for in this Agreement shall not be exclusive but are in addition to all other remedies available under law.

### **40. Failure to Perform**

If Vendor fails to perform any substantial obligation under this Agreement, Purchaser shall give Vendor written notice of such failure to perform. If, after thirty (30) calendar days from the date of the written notice Vendor still has not performed, then without penalty to Purchaser, Purchaser may withhold all monies due and payable to Vendor until such failure to perform is cured or otherwise resolved.

#### 41. Limitation of Liability

- 41.1. Gartner's liability under this Agreement under any theory of liability shall be limited to the greater of \$250,000 or fees paid by Purchaser during the preceding twelve months under this Agreement. This limitation will not apply to claims for damages for bodily injury (including death) and damage to real property and tangible personal property for which Gartner is legally liable and payments as set forth in Section 29 Patent and Copyright Indemnification.
- 41.2. Except for violation of Gartner's intellectual property rights, neither Vendor nor Purchaser, nor End User shall be liable to each other, regardless of the form of action, for consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss, arising out of the use of the services, whether or not such party has been advised of the possibility of such damages.
- 41.3. Vendor, Purchaser, and End User shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of Vendor, Purchaser or End User. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser or End User acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays shall be beyond the reasonable control and without fault or negligence of Vendor, Purchaser or End User.
- 41.4. Neither Vendor, Purchaser nor End User shall be liable for personal injury or damage to each other's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

#### Agreement Termination

##### 42. Termination for Default

- 42.1. If either Purchaser or Vendor violates any material term or condition of this Corporate Agreement or fails to fulfill in a timely and proper manner its obligations under this Corporate Agreement, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed in writing. If the failure or violation is not corrected, this Corporate Agreement may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party.
- 42.2. If the Failure to Perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a **Termination for Convenience**.
- 42.3. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

##### 43. Termination for Convenience

When, at the sole discretion of DIS, it is in the best interest of the State, the DIS Contracting Officer may terminate this Corporate Agreement, in whole or in part, by thirty (30) calendar days written notice to Vendor. If this Corporate Agreement is so terminated, Purchaser is liable only for payments

required by the terms of this Corporate Agreement for Products and Services received prior to the effective date of termination.

**44. Termination for Withdrawal of Authority**

In the event that the authority of DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, DIS may terminate this Agreement under the **Termination for Convenience** section. No penalty shall accrue to DIS for exercising its rights under this section. This section shall not be construed to permit DIS to terminate this Agreement to acquire similar Products and Services from a third party.

**45. Termination for Non-Allocation of Funds**

If funds are not allocated to continue this Agreement in any future period, DIS will not be obligated to pay any further charges for Products and Services. In such case, DIS agrees to notify Vendor at the earliest possible opportunity of such non-allocation. No penalty shall accrue to DIS for exercising its rights under this section. This section shall not be construed to permit DIS to terminate this Agreement to acquire similar Products and Services from a third party.

**46. Termination for Conflict of Interest**

DIS may terminate this Agreement by written notice to Vendor if DIS determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Agreement is terminated for conflict of interest, DIS shall be entitled to pursue the same remedies against Vendor as it could pursue in the event Vendor breaches this Agreement.

**47. Termination Procedure**

- 47.1. In addition to the procedures set forth below, if Purchaser terminates this Agreement, Vendor shall follow any procedures Purchaser specifies in Purchaser's notice of termination.
- 47.2. Upon termination of this Agreement, Purchaser, in addition to any other rights provided in this Agreement, may require Vendor to deliver to Purchaser any Purchaser property, Products, or Work Products specifically produced or acquired for the performance of such part of this Agreement as has been terminated.
- 47.3. Unless otherwise provided herein, Purchaser shall pay to Vendor the agreed-upon price, if separately stated, for the Products or Services received and accepted by Purchaser: PROVIDED, That in no event shall Purchaser pay to Vendor an amount greater than Vendor would have been entitled to if this Agreement had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Agreement. Purchaser may withhold from any amounts due Vendor such sum as Purchaser determines to be necessary to protect Purchaser from potential loss or liability.
- 47.4. Vendor shall pay the amounts due Purchaser as the result of termination within thirty (30) calendar days of notice of termination. If Vendor fails to make timely payment, Purchaser may charge interest on the amounts due at one percent (1%) per month until paid in full.

**Agreement Execution**

**48. Authority to Bind**

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

**49. Counterparts**

- 49.1. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of the Agreement signed by each party, for all purposes.
- 49.2. Either party may deliver signed documents related to this Agreement by facsimile to the other party, provided that the party delivering such facsimile shall deliver the original signature within seventy-two (72) hours.

*In Witness Whereof*, the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**APPROVED**  
State of Washington  
Department of Information Services

**APPROVED**  
Gartner, Inc.





Signature

Signature

Michael McVicker  
Print or Type Name

William F. Mohan, Jr.  
Print or Type Name

Assistant Director  
Title

5/13/05  
Date

Director, Government Contracts  
Title

5-10-05  
Date

**Approved as to Form**

State of Washington,  
Office of the Attorney General

Signature

Suzanne Shaw

Print or Type Name

Assistant Attorney General

Title

Date

Vendor's Phone Number: 203-316-1111
Vendor's Fax Number:
Vendor's UBI Number: 601-422801
Vendor's Federal Tax ID Number: 04-3099750
Minority or Woman Owned Business Enterprise
Yes _____ No <b>X</b>
(Certification Number)

# Schedule A

## *Price List*

for Agreement #T05-TSD-329 with Gartner, Inc.

May 2005

Number of Seats	Reference Seat	Advisor Seat
100 and above	\$2,600	\$5,600
50-99	\$3,900	\$6,400
25-49	\$4,800	\$7,400
10-24	\$7,000	\$8,600
1-9	\$9,000	\$15,000

## Schedule B

### *Products and Services Description*

#### REFERENCE SEAT LICENSEES

Reference Seat Licensees have access to written Gartner Research, as set forth below, under the terms set forth in this Agreement and the Order Document.

- **Spotlights** — reflect current client issues, consider the issues from several different perspectives and tie together research from all the Core Research Deliverables.
- **Special Reports** — cover underlying research themes that cut across technology or industry-specific research, or provide in-depth strategic analysis of trends, industry developments, vendors, products and services.
- **Research Notes** — focus on companies, products, markets, decision frameworks, tactical guidelines, case studies, and strategic planning assumptions.
- **Perspectives/Research Briefs** — provide analysis and commentary on key technologies, companies, products, market opportunities, events, user and distribution trends, and strategic issues in the IT and telecom market segments tracked by Gartner Dataquest.
- **Executive Summaries** — top-level analysis and recommendations from Gartner Dataquest Cluster research reports.

#### ADVISOR SEAT LICENSEES

Advisor Seat Licensees have the same level of access to Gartner's written Research as the Reference Seat, under the terms set forth in this Agreement and the Order Document, and in addition have the ability to interact with Gartner Analysts through Standard Analyst Inquiry, and the other services set forth below.

- **Standard Analyst Inquiry** — provides Advisor Seat Licensees with access to Gartner analysts for inquiry sessions for the End User's individual business purposes for the benefit of End User's Organization. Inquiry sessions are related only to the interpretation or application of published Gartner Research and are based on applicable Research Service scope of coverage as determined by Gartner. Typically inquiry sessions can take up to 30 minutes of an analyst's time, which maybe extended at the analyst's discretion. Inquiries requiring additional analysis or research by the analyst are not included. Additionally, Standard Analyst Inquiry provides basic technology reviews of business related documents that are 20 pages or less and take up to 60 minutes of analyst's time. Examples of documents include requests for proposals, marketing or business plans and procurement of agreements.
- **Teleconferences** — which are periodic "telephone meetings" on pressing, timely issues. Gartner analysts speak on these topics and then poll the listeners.
- **Webinars:** A subset to Teleconferences where Gartner uses its web site to deliver the presentation. Client logs onto a web meeting place and the conference call is done through their PC while viewing the PowerPoint presentation
- **Talking Technology** — which is currently a monthly audiocassette or CD-ROM that provides an executive summary focusing on current IT issues.
- **Theme Conference Ticket** — which is a ticket for one employee to attend one of Gartner's theme conferences.

**Schedule C**  
***Order Form and Seat License Terms***



### Order Form and Seat License Terms

Please read the licensing terms on the next page carefully. Your submission of this Order Document indicates your agreement to use your Gartner Seat License according to these license terms. To indicate your acceptance and place your order, complete this form and send it with your purchase order via either fax or mail to:

Department of Information Services  
P O Box 42445  
Olympia, WA 98504-2445  
Mail Stop: 42445  
Fax: 360-753-1673

**End User Name:** \_\_\_\_\_

*Please note that an individual form needs to be completed for each license purchase.*

**Title:** \_\_\_\_\_ **Agency/Department** \_\_\_\_\_

**Address:** \_\_\_\_\_  
Street / PO Box / Mail Stop                      City                      State                      Zip

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**License type - Reference or Advisory:** \_\_\_\_\_

**Price:** \$ \_\_\_\_\_

*The term of this license is from June 1<sup>st</sup> through May 31<sup>st</sup>. For Orders placed after June 1<sup>st</sup>, the term will start in the month the order is placed and pricing will be pro-rated through May. For pro-rated pricing contact your TBS Consultant or call 360-725-4200.*

**Is this a renewal or new purchase?** \_\_\_\_\_

*See the next page for the license terms you are agreeing to by submitting this Order.*

#### Gartner Contact Information:

**Sally Caplan**  
Public Sector Group  
Gartner, Inc.  
2001 Sixth Avenue, Suite 2200  
Seattle, Washington 98121  
Office: 206.256.0362  
Cell: 425.269.6965  
[sally.caplan@gartner.com](mailto:sally.caplan@gartner.com)

**Tanya Trachtenberg**  
Gartner, Account Manager  
Public Sector Group  
12600 Gateway BLVD  
Fort Myers, FL 33913  
888.443.8693 x 4956  
941.561.4956 direct  
941.561.4242 fax  
[tanya.trachtenberg@gartner.com](mailto:tanya.trachtenberg@gartner.com)

## License Grant and License Terms

Gartner grants End User a License to use the Services available for a Reference or Advisor Seat as indicated on the Order Document, with the following license terms:

1. **Ownership of Products and Services:** End User acknowledges that the Products and Services are owned by Gartner or its licensors and are protected by copyright and other applicable laws. Gartner shall maintain all title, copyright, and other proprietary rights in the Products and Services. End Users do not acquire any rights, express or implied, in the Products and Services, other than those specified in this Order Document. Gartner hereby warrants and represents to End Users that Gartner is the owner of the Products and Services accessible hereunder or otherwise has the right to grant to End User the licensed rights to the Products and Services provided by Gartner without violating any rights of any third party worldwide.
2. **Use of IDs and Passwords.** Gartner's License for Reference or Advisor Seats applies exclusively to the Named End User on this Order Document. End User shall not share IDs or Passwords with any non-licensed co-workers or employees of End User's organization, or any other individuals.
3. **Internal Use.** End Users may (i) print one copy of individual research documents for their individual use, for the benefit of their End User organization; (ii) make limited copies and/or excerpts from individual research documents for internal presentations or reports to be shared with other End User organization personnel; and (iii) circulate copies of the Products and Services, electronic or otherwise, only to other End Users.
4. **External Use.** End Users may not reproduce or distribute the Products and Services externally without Gartner's prior written permission, except the End User may externally use an individual research document in its entirety if it purchases a reprint for the individual document. End User may excerpt from the Products and Services only with the prior written approval of Gartner's Vendor Relations, at [quote.requests@gartner.com](mailto:quote.requests@gartner.com). Any approved external use of the Products and Services must comply with Gartner's *Copyrighted Materials -- Usage and Quote Policy* which may be viewed on Gartner Vendor Relations section of [gartner.com](http://gartner.com). Products and Services may not be stored by End User on any information storage and retrieval system.
5. **Assignment of Seat.** If an End User leaves the employment of its organization or if the End User's job function substantially changes so that access to Gartner Products and Services is no longer necessary, then End User can assign its seat to another End User within the same organization, who shall be bound by all the license terms agreed to in the original Order Document. End User shall inform Vendor's point of contact of the assignment of the seat with the previous and new End User contact information.
6. **Monitoring/Audit.** Gartner may monitor activity on its web site, including access to and use of the Products and Services by End Users. Upon request, DIS agrees to provide Gartner with copies of Order Documents or other relevant evidence of End User's compliance with the license terms. Gartner may conduct on-site audits of End User's systems and/or records to verify compliance with the license terms, but any such audit shall be limited to an examination of those records and/or portions of End User's system that are relevant to determining use of Gartner's Services. Any audit shall be conducted during End User's regular business hours and upon reasonable notice. End User agrees to cooperate with such audits.
7. **Misuse of License ("Seat").** If Gartner discovers misuse of the Products and Services, End User will be required to: (1) stop the conduct that is a misuse of the Seat license; or (2) purchase additional Seats to correspond to the usage. In the event of further misuse by the End User, Gartner may terminate the license, deactivating End User's password and access to the Products and Services.
8. **Public Disclosure Request.** End User is subject to chapter 42.17 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with chapter 42.17.RCW, End User shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, End User will notify Vendor of the request and of the date that such records will be released to the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, End User will release the requested information on the date specified.

VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. ALL SERVICES SPEAK AS OF THE PUBLICATION DATE AND VENDOR HAS NO OBLIGATION TO ADVISE PURCHASER OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE SERVICES. THE SERVICES ARE INTENDED SOLELY AS A RESEARCH TOOL AND ARE NOT MEANT AS SPECIFIC GUIDES TO ACTION.

**Amendment 06-01**  
to  
**Contract T05-TSD-329**  
for  
**Research and Advisory Services**

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In accordance with Provision 22 (*Authority for Modifications and Amendments*) of Contract Number T05-TSD-329 ("the Contract"), this Amendment 06-01 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Gartner, Inc. ("Vendor").

The purpose of this Amendment is to modify the insurance requirements. The parties agree as follows:

1. Pursuant to Provision 31 (*Insurance*), Subsection 31.2(e) is hereby deleted and replaced as follows:
  - e) Professional Liability Errors and Omissions, with a deductible not to exceed \$1 million, and coverage of not less than \$5 million per occurrence/\$5 million general aggregate.

All other provisions of Contract T05-TSD-329 shall remain in full force and effect.

This Amendment 06-01 shall be effective as of the date signed by DIS.

**Approved**

State of Washington,  
Department of Information Services



*Signature*

**Michael D. McVicker**

*Print or Type Name*

**Assistant Director**

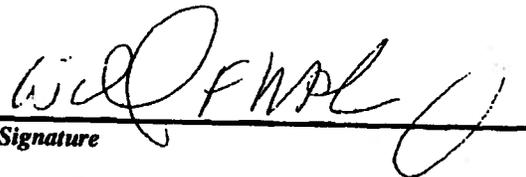
*Title*

**9/27/05**

*Date*

**Approved**

Gartner, Inc.



*Signature*

**William F. Mohan**

*Print or Type Name*

*Title*

**9-23-05**

*Date*

**Amendment 07-02**  
to  
**Contract T05-TSD-329**  
for  
**Research and Advisory Services**

---

In accordance with Provision 22 (*Authority for Modifications and Amendments*) of Contract Number T05-TSD-329 ("the Contract"), this Amendment 07-02 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Gartner, Inc. ("Vendor").

The purpose of this Amendment is to update the Price List. The parties agree as follows:

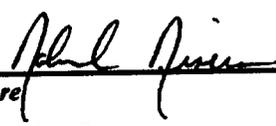
1. Schedule A (*Price List*), is deleted in its entirety and replaced with the new Schedule A attached hereto.

All other provisions of Contract T05-TSD-329 shall remain in full force and effect.

This Amendment 07-02 shall be effective as of the date signed by DIS.

**Approved**

State of Washington,  
Department of Information Services

  
\_\_\_\_\_  
Signature

Roland Rivera

\_\_\_\_\_  
Print or Type Name

Assistant Director

\_\_\_\_\_  
Title

10/10/06  
\_\_\_\_\_  
Date

**Approved**

Gartner, Inc.

  
\_\_\_\_\_  
Signature

William F. Mohan, Jr.

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

10-4-06  
\_\_\_\_\_  
Date

## Schedule A Price List

for Agreement #T05-TSD-329 with Gartner, Inc.

**Prices Effective as of September 1, 2006**

Number of Seats	Reference Seat	Advisor Seat
100 and above	\$2,860	\$6,160
50-99	\$4,290	\$7,040
25-49	\$5,280	\$8,140
10-24	\$7,700	\$9,460
1-9	\$9,900	\$16,500

<b>Gartner for IT Leaders Reference Seat:</b> All Gartner Reference seat research plus all IT Leaders roles web pages, research, toolkits, models, and templates.	<b>\$11,500 annually, multi-user</b> <b>\$18,500 annually, single user*</b>
<b>Gartner for IT Leaders Advisor Seat:</b> All Gartner Advisor seat research and services plus all IT Leaders roles web pages, research, toolkits, models and templates	<b>\$19,500 annually, multi-user</b> <b>\$26,500 annually, single user*</b>
<b>Gartner for IT Leaders Premier:</b> All services with Gartner for IT Leaders Advisor seat plus an assigned, dedicated Gartner Analyst and Gartner Relationship Manager. Includes on-site visits and dedicated, role-specific coaching throughout the term of the contract.	<b>\$38,500 annually, multi-user</b> <b>\$45,500 annually, single user *</b>

**\* Definition of Single User: The Gartner for IT Leaders seat is the only Gartner seat in the organization. Organizations with at least 1 other Reference Seat or 1 other Advisor Seat receive the multi-user discount.**

**Amendment 07-03**  
to  
**Contract T05-TSD-329**  
for  
**Research and Advisory Services**

---

In accordance with Provision 22 (*Authority for Modifications and Amendments*) of Contract Number T05-TSD-329 ("the Contract"), this Amendment 07-03 is entered into by and between the State of Washington, **Department of Information Services** ("DIS") and **Gartner, Inc.** ("Vendor").

The purpose of this Amendment is to update the Price List. The parties agree as follows:

1. Schedule A (*Price List*), is deleted in its entirety and replaced with the new Schedule A attached hereto.

All other provisions of Contract T05-TSD-329 shall remain in full force and effect.

This Amendment 07-03 shall be effective as of the date signed by DIS.

**Approved**

State of Washington,  
Department of Information Services

  
\_\_\_\_\_  
*Signature*

**Roland Rivera**

*Print or Type Name*

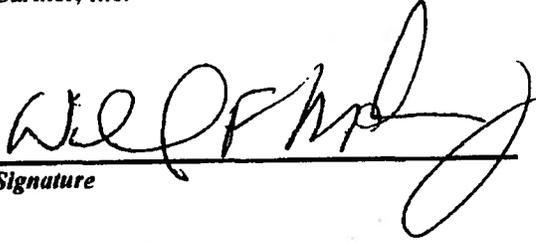
**Assistant Director**

*Title*

**2/15/07**  
*Date*

**Approved**

Gartner, Inc.

  
\_\_\_\_\_  
*Signature*

**William F. Mohan, Jr.**

*Print or Type Name*

**Sr. Director, Govt. Contracts - 2/7/07**

*Title*

*Date*

Gartner Product Description and Deliverables	
Gartner Product List	
<b>Gartner Reference Seat (Core Research)</b>	<ul style="list-style-type: none"> <li>• Unlimited access to Gartner Core Research on <a href="http://www.gartner.com">www.gartner.com</a> for one licensed user.</li> </ul>
<b>Gartner Advisor Seat (Core Research)</b>	<ul style="list-style-type: none"> <li>• Unlimited access to Gartner Core Research on <a href="http://www.gartner.com">www.gartner.com</a> for one licensed user.</li> <li>• Unmetered calls with Gartner Analysts (typically 30 minute call, no limit on number of calls)</li> <li>• Ticket to 1 Gartner Theme Conference which may be transferred to any State of Oregon public employee if user is unable to attend.</li> <li>• Webinars, Podcasts, Monthly CD recordings featuring interviews with Gartner Analysts</li> </ul>
<b>Gartner for IT Leaders Reference Seat Or Advisor Seat (Premium Research)</b>	<ul style="list-style-type: none"> <li>• Includes 1 Gartner Reference Seat or Advisor Seat and all associated deliverables.</li> <li>• Additional access to Gartner for IT Leaders unique webpages, research &amp; toolkits via <a href="http://www.gartner.com">www.gartner.com</a>.</li> <li>• 1 license provides access to ALL ROLES:               <ol style="list-style-type: none"> <li>1. Enterprise Architecture</li> <li>2. Security &amp; Risk Management</li> <li>3. Business Process Improvement</li> <li>4. Sourcing &amp; Vendor Relationships</li> <li>5. Application Management</li> <li>6. Business Intelligence &amp; Information Management</li> <li>7. Infrastructure &amp; Operations</li> <li>8. Portfolio &amp; Program Management</li> </ol> </li> </ul>
<b>Gartner for IT Leaders Premier (Premium Research)</b>	<ul style="list-style-type: none"> <li>• Includes access to 1 Gartner for IT Leaders Advisor Seat and all associated deliverables.</li> <li>• Gartner Analyst assigned to client. 2 on-site visits &amp; 6 one hour consultations over a 12 month period. Work team of up to 20 people may participate in on-site visits and Analyst phone calls.</li> <li>• Relationship Manager assigned to client.</li> </ul>

**STATE OF WASHINGTON**

**Pricing for Gartner Reference Seats & Gartner Advisor Seats**

**New Reference & Advisor pricing effective: June 1, 2007**

Product	50+ SEATS STATEWIDE	25-49 SEATS STATEWIDE	STANDARD GARTNER STATE & LOCAL GOVERNMENT PRICE
<i>REFERENCE</i>			
<i>Single Seat</i>			\$16,500
<i>Multi-Seat (2+)</i>	\$4,791*	\$5,819*	\$ 9,500 **
<i>ADVISOR</i>			
<i>Single Seat</i>			\$24,500
<i>Multi-Seat (2+)</i>	\$7,740*	\$8,954*	\$17,500**

All seat prices are for 1 year, per seat.

**AGGREGATED, TIERED STATEWIDE PRICING IS ONLY AVAILABLE FOR  
GARTNER REFERENCE & ADVISOR SEATS**

\*\* Standard State and Local Government prices are calculated by the number of seats in an INDIVIDUAL organization (State Agency, County, City, Port, Public Utility District, etc.) not by the number of seats across State Agencies or purchasing through the State contract. Single seat pricing applies only if it is the ONLY Gartner seat of any kind in an individual organization.

**\* In order to qualify for aggregated pricing, a State must agree to these conditions:**

Gartner Reference, Gartner Advisor and Gartner for IT Leaders seats will be contracted annually from June 1st to May 31st. However, Gartner seats may be ordered at anytime and can be prorated to renew on June 1st of the following calendar year based upon the Price List in Schedule A. Gartner for IT Leaders Premier and Gartner EXP are contracted for 12 or 24 months and may not be prorated.

## Pricing for Gartner for IT Leaders

Product	Standard State & Local Government Discount Price
<b>Gartner for IT Leaders</b> <i>REFERENCE</i> Single Seat Multi-Seat (2+)	  \$18,500** \$11,500**
<b>Gartner for IT Leaders</b> <i>ADVISOR</i> Single Seat Multi-Seat (2+)	  \$26,500** \$19,500**
<b>Gartner for IT Leaders</b> <i>PREMIER</i> Single Seat Multi-Seat (2+)	  \$45,500** \$38,500**

\*\* Gartner for IT Leaders is discounted based upon the number of seats in an INDIVIDUAL organization (State Agency, County, City, Port, Public Utility District, etc.) not by the number of seats across State Agencies or purchasing through the State contract. Single seat pricing applies for individual agencies, counties, cities etc that have ONLY one licensed Gartner seat. If a second Gartner seat of any kind is purchased, multi-seat pricing applies to all products acquired.

**Amendment 08-04**  
to  
**Contract T05-TSD-329**  
for  
**Research and Advisory Services**

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In accordance with Provision 22 (*Authority for Modifications and Amendments*) of Contract Number T05-TSD-329 ("the Contract"), this Amendment 07-03 is entered into by and between the State of Washington, **Department of Information Services** ("DIS") and **Gartner, Inc.** ("Vendor").

The purpose of this Amendment is to update the Price List. The parties agree as follows:

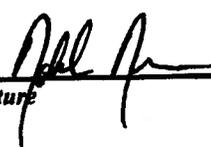
1. Schedule A (*Price List*), is deleted in its entirety and replaced with the new Schedule A attached hereto.

All other provisions of Contract T05-TSD-329 shall remain in full force and effect.

This Amendment 08-04 shall be effective as of June 1, 2008.

**Approved**

State of Washington,  
Department of Information Services

  
\_\_\_\_\_  
*Signature*

Roland Rivera  
\_\_\_\_\_  
*Print or Type Name*

Assistant Director  
\_\_\_\_\_  
*Title*

3/17/08  
\_\_\_\_\_  
*Date*

**Approved**

Gartner, Inc.

  
\_\_\_\_\_  
*Signature*

William F. Mohan, Jr.  
\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title*

2-8-08  
\_\_\_\_\_  
*Date*

## SCHEDULE A

### STATE OF WASHINGTON

**Pricing for Gartner Reference Seats & Gartner Advisor Seats**  
**New Reference & Advisor pricing effective: June 1, 2008**

Product	50+ SEATS STATEWIDE	25-49 SEATS STATEWIDE	STANDARD GARTNER STATE & LOCAL GOVERNMENT PRICE
<b>REFERENCE</b>			
<i>Single Seat</i>			<b>\$17,500</b>
<i>Multi-Seat (2+)</i>	<b>\$5,050</b>	<b>\$6,230</b>	<b>\$10,000 **</b>
<b>ADVISOR</b>			
<i>Single Seat</i>			<b>\$24,500</b>
<i>Multi-Seat (2+)</i>	<b>\$8,280</b>	<b>\$9,580</b>	<b>\$17,500**</b>

All seat prices are for 1 year, per seat.

**AGGREGATED, TIERED STATEWIDE PRICING IS ONLY AVAILABLE FOR  
GARTNER REFERENCE & ADVISOR SEATS**

\*\* Standard State and Local Government prices are calculated by the number of seats in an INDIVIDUAL organization (State Agency, County, City, Port, Public Utility District, etc.) not by the number of seats across State Agencies or purchasing through the State contract. Single seat pricing applies only if it is the ONLY Gartner seat of any kind in an individual organization.

\* In order to qualify for aggregated pricing, a State must agree to these conditions:  
All Reference and Advisor seats must have co-terminus date for renewal (June 1<sup>st</sup> to May 31<sup>st</sup> in Washington State). Seats may be purchased at any time and will be prorated to May 31<sup>st</sup> of the following calendar year.

**Note: These prices do not reflect the DIS 5% Brokerage Fee.**

## Pricing for Gartner for IT Leaders

Product	Standard State & Local Government Discount Price
<b>Gartner for IT Leaders</b> <i>REFERENCE</i> <b>Single Seat</b> <b>Multi-Seat (2+)</b>	  <b>\$19,800**</b> <b>\$12,200**</b>
<b>Gartner for IT Leaders</b> <i>ADVISOR</i> <b>Single Seat</b> <b>Multi-Seat (2+)</b>	  <b>\$28,200**</b> <b>\$20,700**</b>
<b>Gartner for IT Leaders</b> <i>PREMIER</i> <b>Single Seat</b> <b>Multi-Seat (2+)</b>	  <b>\$48,700**</b> <b>\$41,200**</b>

**\*\* Gartner for IT Leaders is discounted based upon the number of seats in an INDIVIDUAL organization (State Agency, County, City, Port, Public Utility District, etc.) not by the number of seats across State Agencies or purchasing through the State contract. Single seat pricing applies for individual agencies, counties, cities etc that have ONLY one licensed Gartner seat. If a second Gartner seat of any kind is purchased, multi-seat pricing applies to all products acquired.**

**Note: These prices do not reflect the DIS 5% Brokerage Fee.**

Gartner Product Description and Deliverables	
Product List	
<b>Gartner Reference Seat (Core Research)</b>	<ul style="list-style-type: none"> <li>• Unlimited access to Gartner Core Research on <a href="http://www.gartner.com">www.gartner.com</a> for one licensed user.</li> </ul>
<b>Gartner Advisor Seat (Core Research)</b>	<ul style="list-style-type: none"> <li>• Unlimited access to Gartner Core Research on <a href="http://www.gartner.com">www.gartner.com</a> for one licensed user.</li> <li>• Unmetered calls with Gartner Analysts (typically 30 minute call, no limit on number of calls)</li> <li>• Ticket to 1 Gartner Theme Conference which may be transferred to any State of Oregon public employee if user is unable to attend.</li> <li>• Webinars, Podcasts, Monthly CD recordings featuring interviews with Gartner Analysts</li> </ul>
<b>Gartner for IT Leaders Reference Seat Or Advisor Seat (Premium Research)</b>	<ul style="list-style-type: none"> <li>• Includes 1 Gartner Reference Seat or Advisor Seat and all associated deliverables.</li> <li>• Additional access to Gartner for IT Leaders unique webpages, research &amp; toolkits via <a href="http://www.gartner.com">www.gartner.com</a>.</li> <li>• 1 license provides access to ALL ROLES:               <ol style="list-style-type: none"> <li>1. Enterprise Architecture</li> <li>2. Security &amp; Risk Management</li> <li>3. Business Process Improvement</li> <li>4. Sourcing &amp; Vendor Relationships</li> <li>5. Application Management</li> <li>6. Business Intelligence &amp; Information Management</li> <li>7. Infrastructure &amp; Operations</li> <li>8. Portfolio &amp; Program Management</li> </ol> </li> </ul>
<b>Gartner for IT Leaders Premier (Premium Research)</b>	<ul style="list-style-type: none"> <li>• Includes access to 1 Gartner for IT Leaders Advisor Seat and all associated deliverables.</li> <li>• Gartner Analyst assigned to client. 2 on-site half-day visits &amp; 6 one hour phone consultations over a 12 month period. Work team of up to 20 people may participate in on-site visits and Analyst phone calls.</li> <li>• Relationship Manager assigned to client.</li> </ul>

**AMENDMENT 09-05  
TO  
CONTRACT T05-TSD-329  
FOR  
RESEARCH AND ADVISORY SERVICES**

In accordance with Provision 22 (*Authority for Modifications and Amendments*) of Contract Number T05-TSD-329, this Amendment is entered into between the State of Washington, Department of Information Services and Gartner, Inc.

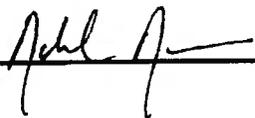
The parties agree as follows:

1. Schedule A (*Price List*), is deleted in its entirety and replaced with the new Schedule A attached hereto.
2. All other provisions of Contract T05-TSD-329 shall remain in full force and effect.

This Amendment shall be effective June 1, 2009.

Approved  
State of Washington,  
Department of Information Services

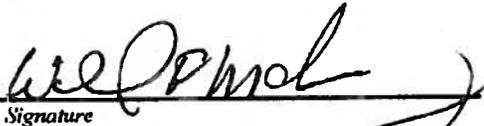
Approved  
Gartner, Inc.

  
\_\_\_\_\_  
Signature

Roland Rivera  
\_\_\_\_\_  
Print or Type Name

Assistant Director  
\_\_\_\_\_  
Title

5/21/09  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

WILLIAM F. MOHAN, JR.  
\_\_\_\_\_  
Print or Type Name

SR. DIRECTOR, GOVT. CONTRACTS 4-14-09  
\_\_\_\_\_  
Title Date

## SCHEDULE A

STATE OF WASHINGTON

### Pricing for Gartner Reference Seats & Gartner Advisor Seats New Reference & Advisor pricing effective: June 1, 2009

Product	50+ SEATS STATEWIDE	25-49 SEATS STATEWIDE	STANDARD GARTNER STATE & LOCAL GOVERNMENT PRICE
<b>REFERENCE</b>			
<b>Single Seat</b>			<b>\$18,025</b>
<b>Multi-Seat (2+)</b>	<b>\$5,201</b>	<b>\$6,417</b>	<b>\$10,300 **</b>
<b>ADVISOR</b>			
<b>Single Seat</b>			<b>\$25,235</b>
<b>Multi-Seat (2+)</b>	<b>\$8,528</b>	<b>\$9,867</b>	<b>\$18,025**</b>

All seat prices are for 1 year, per seat.

**AGGREGATED, TIERED STATEWIDE PRICING IS ONLY AVAILABLE FOR  
GARTNER REFERENCE & ADVISOR SEATS**

\*\* Standard State and Local Government prices are calculated by the number of seats in an INDIVIDUAL organization (State Agency, County, City, Port, Public Utility District, etc.) not by the number of seats across State Agencies or purchasing through the State contract. Single seat pricing applies only if it is the ONLY Gartner seat of any kind in an individual organization.

\* **In order to qualify for aggregated pricing, a State must agree to these conditions:**  
All Reference and Advisor seats must have co-terminus date for renewal (June 1<sup>st</sup> to May 31<sup>st</sup> in Washington State). Seats may be purchased at any time and will be prorated to May 31<sup>st</sup> of the following calendar year.

*Note: These prices do not reflect the DIS 5% Brokerage Fee.*

### Pricing for Gartner for IT Leaders

<i>Product</i>	<i>Standard State &amp; Local Government Discount Price</i>
<b>Gartner for IT Leaders</b> <small>REFERENCE</small> <b>Single Seat</b> <b>Multi-Seat (2+)</b>	  <b>\$20,398**</b> <b>\$12,566**</b>
<b>Gartner for IT Leaders</b> <small>DISCOUNT</small> <b>Single Seat</b> <b>Multi-Seat (2+)</b>	  <b>\$29,046**</b> <b>\$21,321**</b>
<b>Gartner for IT Leaders</b> <small>PRELIMINARY</small> <b>Single Seat</b> <b>Multi-Seat (2+)</b>	  <b>\$50,161**</b> <b>\$42,436**</b>

**\*\* Gartner for IT Leaders is discounted based upon the number of seats in an INDIVIDUAL organization (State Agency, County, City, Port, Public Utility District, etc.) not by the number of seats across State Agencies or purchasing through the State contract. Single seat pricing applies for individual agencies, counties, cities etc that have ONLY one licensed Gartner seat. If a second Gartner seat of any kind is purchased, multi-seat pricing applies to all products acquired.**

*Note: These prices do not reflect the DIS 5% Brokerage Fee.*

Gartner Product List	Product Description and Deliverables
<b>Gartner Reference Seat (Core Research)</b>	<ul style="list-style-type: none"> <li>• Unlimited access to Gartner Core Research on ..... for one licensed user.</li> </ul>
<b>Gartner Advisor Seat (Core Research)</b>	<ul style="list-style-type: none"> <li>• Unlimited access to Gartner Core Research on ..... for one licensed user.</li> <li>• Unmetered calls with Gartner Analysts (typically 30 minute call, no limit on number of calls)</li> <li>• Ticket to 1 Gartner Theme Conference which may be transferred to any State of Washington public employee if user is unable to attend.</li> <li>• Webinars, Podcasts, Monthly CD recordings featuring interviews with Gartner Analysts</li> </ul>
<b>Gartner for IT Leaders Reference Seat Or Advisor Seat (Premium Research)</b>	<ul style="list-style-type: none"> <li>• Includes 1 Gartner Reference Seat or Advisor Seat and all associated deliverables.</li> <li>• Additional access to Gartner for IT Leaders unique webpages, research &amp; toolkits via .....</li> <li>• 1 license provides access to ALL ROLES:               <ol style="list-style-type: none"> <li>1. Enterprise Architecture</li> <li>2. Security &amp; Risk Management</li> <li>3. Business Process Improvement</li> <li>4. Sourcing &amp; Vendor Relationships</li> <li>5. Application Management</li> <li>6. Business Intelligence &amp; Information Management</li> <li>7. Infrastructure &amp; Operations</li> <li>8. Portfolio &amp; Program Management</li> </ol> </li> </ul>
<b>Gartner for IT Leaders Premier (Premium Research)</b>	<ul style="list-style-type: none"> <li>• Includes access to 1 Gartner for IT Leaders Advisor Seat and all associated deliverables.</li> <li>• Gartner Analyst assigned to client. 2 on-site half-day visits &amp; 6 one hour phone consultations over a 12 month period. Work team of up to 20 people may participate in on-site visits and Analyst phone calls.</li> <li>• Relationship Manager assigned to client.</li> </ul>

**AMENDMENT 10-06**  
**TO**  
**CONTRACT T05-TSD-329**  
**FOR**  
**RESEARCH AND ADVISORY SERVICES**

In accordance with Provision 22 (*Authority for Modifications and Amendments*) of Contract Number T05-TSD-329, this Amendment is entered into between the State of Washington, Department of Information Services and Gartner, Inc.

The parties agree as follows:

1. Schedule A (*Price List*), is deleted in its entirety and replaced with the new Schedule A attached hereto.
2. All other provisions of Contract T05-TSD-329 shall remain in full force and effect.

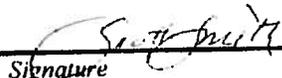
This Amendment shall be effective upon the date of signature of the Department of Information Services.

**Approved**

State of Washington,  
Department of Information Services

**Approved**

Gartner, Inc.

  
\_\_\_\_\_  
Signature

Scott Smith

\_\_\_\_\_  
Print or Type Name

Planning & Design Manager

\_\_\_\_\_  
Title

1/29/10

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Phillip A. Cummings

\_\_\_\_\_  
Print or Type Name

Sr. Director Contracts

\_\_\_\_\_  
Title

Jan. 20, 2010

\_\_\_\_\_  
Date

## SCHEDULE A

### STATE OF WASHINGTON

#### Pricing for Gartner Reference Seats & Gartner Advisor Seats New Reference & Advisor pricing effective: June 1, 2009

<i>Product</i>	<i>50+ SEATS STATEWIDE</i>	<i>25-49 SEATS STATEWIDE</i>	<i>STANDARD GARTNER STATE &amp; LOCAL GOVERNMENT PRICE</i>
<i>REFERENCE</i>			
<i>Single Seat</i>			<b>\$18,025</b>
<i>Multi-Seat (2+)</i>	<b>\$5,201</b>	<b>\$6,417</b>	<b>\$10,300 **</b>
<i>ADVISOR</i>			
<i>Single Seat</i>			<b>\$25,235</b>
<i>Multi-Seat (2+)</i>	<b>\$8,528</b>	<b>\$9,867</b>	<b>\$18,025**</b>

All seat prices are for 1 year, per seat.

**AGGREGATED, TIERED STATEWIDE PRICING IS ONLY AVAILABLE FOR  
GARTNER REFERENCE & ADVISOR SEATS**

\*\* Standard State and Local Government prices are calculated by the number of seats in an INDIVIDUAL organization (State Agency, County, City, Port, Public Utility District, etc.) not by the number of seats across State Agencies or purchasing through the State contract. Single seat pricing applies only if it is the ONLY Gartner seat of any kind in an individual organization.

\* In order to qualify for aggregated pricing, a State must agree to these conditions:  
All Reference and Advisor seats must have co-terminus date for renewal (June 1<sup>st</sup> to May 31<sup>st</sup> in Washington State). Seats may be purchased at any time and will be prorated to May 31<sup>st</sup> of the following calendar year.

**RESETTING AND RESTRUCTURING OF SUBSCRIPTIONS**

During the period of January 1, 2010 to February 28, 2010, Gartner is offering to reset and restructure Customer's seat subscriptions as follows:

- 1) Customers with current subscriptions with a termination date of May 31, 2010 may cancel those subscriptions effective February 28, 2010 by providing written notice *no later than February 28, 2010* to both Gartner *and* the Department of Information Services of the intent to cancel their subscriptions and participate in the restructuring;
- 2) Concurrently with cancellation of current subscriptions as described in #1, Gartner shall restart new 12-month subscriptions effective March 1, 2010 through February 28, 2011;
- 3) Gartner shall give Customers a pro-rated credit for the value of the un-used portion of the cancelled subscriptions (totaling 3 months from March 1, 2010 to May 31, 2010) toward the purchase of the new subscriptions;
- 4) Gartner shall charge the **50+ SEATS STATEWIDE** price as stated in the table above for the new subscriptions regardless of the number of seats purchased by the individual customer.

*Note: These prices do not reflect the DIS 5% Brokerage Fee.*

## Pricing for Gartner for IT Leaders

<i>Product</i>	<i>Standard State &amp; Local Government Discount Price</i>
<b><i>Gartner for IT Leaders</i></b> <b><i>REFERENCE</i></b>  <b><i>Single Seat</i></b> <b><i>Multi-Seat (2+)</i></b>	   <b>\$20,398**</b> <b>\$12,566**</b>
<b><i>Gartner for IT Leaders</i></b> <b><i>ADVISOR</i></b>  <b><i>Single Seat</i></b> <b><i>Multi-Seat (2+)</i></b>	   <b>\$29,046**</b> <b>\$21,321**</b>
<b><i>Gartner for IT Leaders</i></b> <b><i>PREMIER</i></b>  <b><i>Single Seat</i></b> <b><i>Multi-Seat (2+)</i></b>	   <b>\$50,161**</b> <b>\$42,436**</b>

\*\* Gartner for IT Leaders is discounted based upon the number of seats in an **INDIVIDUAL** organization (State Agency, County, City, Port, Public Utility District, etc.) not by the number of seats across State Agencies or purchasing through the State contract. Single seat pricing applies for individual agencies, counties, cities etc that have **ONLY** one licensed Gartner seat. If a second Gartner seat of any kind is purchased, multi-seat pricing applies to all products acquired.

*Note: These prices do not reflect the DIS 5% Brokerage Fee.*

Gartner Product Description and Deliverables	
Gartner Product List	
<b>Gartner Reference Seat (Core Research)</b>	<ul style="list-style-type: none"> <li>• Unlimited access to Gartner Core Research on <a href="http://www.gartner.com">www.gartner.com</a> for one licensed user.</li> </ul>
<b>Gartner Advisor Seat (Core Research)</b>	<ul style="list-style-type: none"> <li>• Unlimited access to Gartner Core Research on <a href="http://www.gartner.com">www.gartner.com</a> for one licensed user.</li> <li>• Unmetered calls with Gartner Analysts (typically 30 minute call, no limit on number of calls)</li> <li>• Ticket to 1 Gartner Theme Conference which may be transferred to any State of Washington public employee if user is unable to attend.</li> <li>• Webinars, Podcasts, Monthly CD recordings featuring interviews with Gartner Analysts</li> </ul>
<b>Gartner for IT Leaders Reference Seat Or Advisor Seat (Premium Research)</b>	<ul style="list-style-type: none"> <li>• Includes 1 Gartner Reference Seat or Advisor Seat and all associated deliverables.</li> <li>• Additional access to Gartner for IT Leaders unique webpages, research &amp; toolkits via <a href="http://www.gartner.com">www.gartner.com</a>.</li> <li>• 1 license provides access to ALL ROLES:               <ol style="list-style-type: none"> <li>1. Enterprise Architecture</li> <li>2. Security &amp; Risk Management</li> <li>3. Business Process Improvement</li> <li>4. Sourcing &amp; Vendor Relationships</li> <li>5. Application Management</li> <li>6. Business Intelligence &amp; Information Management</li> <li>7. Infrastructure &amp; Operations</li> <li>8. Portfolio &amp; Program Management</li> </ol> </li> </ul>
<b>Gartner for IT Leaders Premier (Premium Research)</b>	<ul style="list-style-type: none"> <li>• Includes access to 1 Gartner for IT Leaders Advisor Seat and all associated deliverables.</li> <li>• Gartner Analyst assigned to client. 2 on-site half-day visits &amp; 6 one hour phone consultations over a 12 month period. Work team of up to 20 people may participate in on-site visits and Analyst phone calls.</li> <li>• Relationship Manager assigned to client.</li> </ul>



**AMENDMENT 11-07  
to  
Contract T05-TSD-329  
for**

**Information Technology Research and Advisory Services**

In accordance with Provision 22 Authority for Modifications and Amendments of Contract Number T05-TSD-329, this Amendment is entered into between the State of Washington, Department of Information Services (DIS) and Gartner, Inc.

The parties hereby agree to amend the Contract as follows:

- Section 19 is deleted in its entirety and replaced with the following:

Vendor shall appoint an Account Manager for the State's account. Vendor Account Manager will be the principal point of contact for the DIS Contract Administrator concerning Vendor's performance hereunder and for receipt of notices. Vendor Account Manager will also serve as the focal point for business matters, support coordination, and administrative activities. Vendor shall notify the TSD Contract Administrator and DIS Business Manager, in writing, when there is a new Vendor Account Manager assigned to this Agreement. The Vendor Account Manager information is:

Vendor Account Manager: Jim Wiles, Senior Account Executive		
Address: 3425 Sunridge Drive S., Salem, Oregon 97302		
Phone: 503-763-8581	Cell: 503-383-8903	E-mail: jim.wiles@gartner.com

All other provisions of Contract T05-TSD-329, as previously amended, shall remain in full force and effect.

This Amendment 11-07 shall be effective as of the date signed by DIS.

Approved  
Washington State  
Department of Information Services

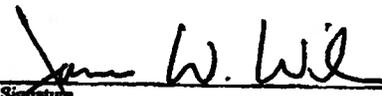
  
Signature

SCOTT SMITH  
Print or Type Name

TAS PROGRAM COORDINATOR  
Title

10/15/10  
Date

Approved  
Gartner, Inc.

  
Signature

JAMES W. WILES  
Print or Type Name

SR ACCT MGR  
Title

10/7/10  
Date

**AMENDMENT 11-08**  
**TO**  
**CONTRACT T05-TSD-329**  
**FOR**  
**RESEARCH AND ADVISORY SERVICES**

In accordance with Provision 22 (*Authority for Modifications and Amendments*) of Contract Number T05-TSD-329, this Amendment is entered into between the State of Washington, Department of Information Services and Gartner, Inc.

The parties agree as follows:

1. Schedule A (*Price List*) is deleted in its entirety and replaced with the new Schedule A attached hereto.
2. All other provisions of Contract T05-TSD-329 shall remain in full force and effect.

This Amendment shall be effective upon signature by the Department of Information Services.

**Approved**

State of Washington,  
Department of Information Services

**Approved**

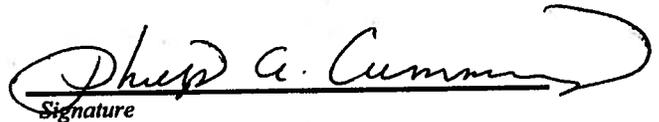
Gartner, Inc.

  
\_\_\_\_\_  
Signature

Scott Smith

\_\_\_\_\_  
Print or Type Name

TAS Program Coordinator 2/16/11  
\_\_\_\_\_  
Title Date

  
\_\_\_\_\_  
Signature

Phillip A. Cummings  
Director, Government Contracts

\_\_\_\_\_  
Print or Type Name

February 16, 2011  
\_\_\_\_\_  
Title Date

## SCHEDULE A

### STATE OF WASHINGTON

#### Pricing for Gartner Core Research Level, Core Connect Level and Gartner for IT Leaders.

Pricing effective: March 1, 2011

##### Price List for Gartner Services:

- (A) All enrollees will have a renewal end date of February, except however, not all Gartner research Services listed below can be pro-rated for partial year terms (i.e., a fifteen-month term). The Gartner account executive will advise if a Gartner research Service may be pro-rated with the approval of Gartner's pricing department. In the event a Service can not be pro-rated Gartner and purchaser agree to work together, in good faith to develop an alternative method to abide by the service renewal date of this Agreement to provide the requested Gartner research Services.
- (B) Core Research Pricing.
- o The Core Research Service and subsequent pricing (Advisor or Reference level) is available to Existing Clients *for renewal only* as of March 1, 2011. For the avoidance of doubt, "renewal only" shall mean those actual users with the Core Research Service. Effective March 1, 2011, the below pricing structure (*Core Research Level – Renewal Only*) is no longer available to any new users desiring to be added to the Core Research Service.
  - o Renewals of existing seats are permitted, at the current seat quantity / price level in effect as of March 1, 2011, unless the renewal seat aggregate drops to a lower seat quantity.
  - o The parties hereby acknowledge that the current expectation is for Client to renew Core Research subscriptions at the 50(+) user level and will receive the corresponding 50(+) user pricing. Gartner will offer to extend this price point as long as Clients renews at least 90% (i.e. 45 users) of the user pricing target.
  - o Conversely, seat additions to the Core Research Level that increase or raise the aggregate to a new or higher seat quantity are no longer permitted. Additional seats that satisfy the aggregation requirements must be priced at the "existing" (prior) price level.
- (C) The rates in the tables below reflect the State of WA Corporate Agreement T05-TSD-329 for Information Technology Research and Advisory Services pricing through February 29, 2012. Thereafter pricing shall be in accordance with the then-current price schedule at the time of order, but no lower than the rates below. The total aggregated number of Gartner seats ordered pursuant to this Agreement at each annual renewal period, for any and all Gartner services offered hereunder, will apply towards the minimum seat quantities indicated in the below Core Research pricing.

**Core Research Level – Renewal Only**

	25+ Pricing	50+ Pricing
Core Research Reference	\$6,610	\$5,360
Core Research Advisor	\$10,160	\$8,780

**Core Connect Level – New Only**

	Multi / Single
Core Connect Reference	\$10,900 / \$19,100
Core Connect Advisor	\$20,500 / \$28,600
Core Connect Upgrade for Core Research Reference	\$2,500
Core Connect Upgrade for Core Research Advisor	\$3,500

Note: Core Connect Upgrade is for renewing legacy Core Research licenses

**Gartner for IT Leaders**

	Multi/Single
Reference	\$12,940 / \$21,010
Advisor	\$22,460 / \$29,920

Note: These prices do not reflect the DIS 5% Brokerage Fee.

**Service Descriptions**

The following is a list of Service Descriptions which describe the Services being purchased pursuant to this Exhibit A.

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Core Research Reference	<a href="http://www.gartner.com/it/sd/sd_core_reference_20100903.pdf">http://www.gartner.com/it/sd/sd_core_reference_20100903.pdf</a>
Core Research Advisor	<a href="http://www.gartner.com/it/sd/sd_core_advisor_20100903.pdf">http://www.gartner.com/it/sd/sd_core_advisor_20100903.pdf</a>
Core Connect Reference	<a href="http://www.gartner.com/it/sd/sd_core_connect_reference_20100720.pdf">http://www.gartner.com/it/sd/sd_core_connect_reference_20100720.pdf</a>
Core Connect Advisor	<a href="http://www.gartner.com/it/sd/sd_core_connect_advisor_2010720.pdf">http://www.gartner.com/it/sd/sd_core_connect_advisor_2010720.pdf</a>
Gartner for IT Leaders - Reference	<a href="http://www.gartner.com/it/sd/sd_it_leaders_reference_20101013.pdf">http://www.gartner.com/it/sd/sd_it_leaders_reference_20101013.pdf</a>
Gartner for IT Leaders – Advisor	<a href="http://www.gartner.com/it/sd/sd_it_leaders_advisor_20101013.pdf">http://www.gartner.com/it/sd/sd_it_leaders_advisor_20101013.pdf</a>

**(D) The determination of multi-user and single user pricing is done at the Individual Government Entity. The Individual Government Entity is defined as each local government organization procuring Gartner research Services. To qualify for multi-user pricing the Individual Government Entity must have more than one of any combination of Gartner research Services listed below.**



STATE OF WASHINGTON  
DEPARTMENT OF INFORMATION SERVICES

*Olympia, Washington 98504-2445*

September 26, 2011

Phillip Cummings, Senior Director  
Gartner, Inc.  
4501 N. Fairfax Dr., 8<sup>th</sup> Floor  
Arlington, VA 22203

**RE: Amendment 12-09**

Dear Mr. Cummings:

The Washington State Legislature recently passed Engrossed Substitute Senate Bill 5931 ("ESSB 5931") consolidating all or portions of the Washington State Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management (the "Agencies"). The consolidated agency created under ESSB 5931, which includes delegation of contracting authority, is the Department of Enterprise Services ("DES"). Accordingly, the authority and funding for the continuation of contract number T05-TSD-329 between the Department of Information Services ("DIS") and Gartner, Inc., dated May 13, 2005 (the "Contract"), has been transferred to DES.

As you may know, section 26.2 of the Contract requires prior written notification and consent of DIS's assignment of the Contract. Therefore, we are sending this letter to obtain the waiver and consent of Gartner with respect to DIS's assignment of the Contract.

Please note that Software AG's assignment does not result in a material breach, default, termination, or other penalty under the Contract by either party; nor does the assignment affect the rights, duties, and obligations of either party under the Contract. DES hereby agrees to assume all of the responsibilities and obligations of DIS under the Contract.

We ask that you document the waiver and consent of Gartner to DIS's assignment by signing a copy of this letter and returning it to me at your earliest convenience. You may send the counter-signed letter by fax (360-407-9174) or by e-mail (jim@dis.wa.gov). If you need additional information regarding this matter, please feel free to contact me.

Regards,

  
Scott Smith

**Acknowledged and Agreed:**  
Gartner, Inc.

  
**Name:** Phillip A. Cummings  
**Title:** Director, Government Contracts  
**Date:** 7/27/11



# Gartner

## Agreement for Technology Advisory Services - Appendix A 2011 Price List

### 1. Price List for Gartner Services.

- (A) All enrollees will have a renewal end date of February, except however, not all Gartner research Services listed below can be pro-rated for partial year terms (i.e., a fifteen-month term). The Gartner account executive will advise if a Gartner research Service may be pro-rated with the approval of Gartner's pricing department. In the event a Service can not be pro-rated Gartner and purchaser agree to work together, in good faith to develop an alternative method to abide by the service renewal date of this Agreement to provide the requested Gartner research Services.
- (B) \*Core Research Pricing.
- The Core Research Service and subsequent pricing (Advisor or Reference level) is available to Existing Clients *for renewal only* as of March 1, 2012. For the avoidance of doubt, "renewal only" shall mean those actual users with the Core Research Service. Effective March 1, 2012, the below pricing structure is no longer available any new users desiring to be added to the Core Research Service.
  - Renewals of existing seats are permitted, at the current seat quantity / price level in effect as of March 1, 2012, unless the renewal seat aggregate drops to a lower seat quantity.
  - Conversely, seat additions that increase or raise the aggregate to a new or higher seat quantity are no longer permitted. Additional seats that satisfy the aggregation requirements must be priced at the "existing" (prior) price level.
- (C) The rates in the tables below reflect the State of WA Corporate Agreement T05-TSD-329 for Information Technology Research and Advisory Services pricing through February 28, 2013. Thereafter pricing shall be in accordance with the then-current price schedule at the time of order, but no lower than the rates below. The total aggregated number of Gartner seats ordered pursuant to this Agreement at each annual renewal period, for any and all Gartner services offered hereunder, will apply towards the minimum seat quantities indicated in the below Core Research pricing.
- (D) The determination of multi-user and single user pricing is done at the Individual Government Entity. The Individual Government Entity is defined as each local government organization procuring Gartner research Services. To qualify for multi-user pricing the Individual Government Entity must have more than one of any combination of Gartner research Services listed below.

# Gartner

## State of Washington Gartner Services Price Schedule (2012)

Service Name	Price
<b>Core RENEWAL ONLY</b>	
Reference 25+ seats	\$6,800
Reference 50+ seats	\$5,500
Advisor 25+ seats	\$10,400
Advisor 50+ seats	\$9,100
<b>Core Connect - Reference</b>	
Single	\$19,700
Multi-User	\$11,200
Legacy Upgrade	\$2,500
5 Block Inquiry Add-on	\$6,700
<b>Core Connect - Advisor</b>	
Single	\$29,500
Multi-User	\$21,200
Legacy Upgrade	\$3,500
<b>Gartner for Technical Professionals (Burton IT1)</b>	
Agency Size < 4,000 - Enterprise	
Reference	\$31,300
Advisor	\$47,000
Agency Size 4000-12,000 - Enterprise	
Reference	\$62,600
Advisor	\$92,900
Agency Size >12,000 - Department (40)	
Reference	\$62,600
Advisor	\$92,900
<b>Gartner for IT Leaders (GITL) - RENEWAL ONLY</b>	
Single	
Reference	\$21,700
Advisor	\$30,900
Multi-User	
Reference	\$13,300
Advisor	\$23,100
<b>Gartner for IT Leaders (GITL) - NEW LICENSES</b>	
Single	
Reference	\$22,900
Advisor	\$32,800

# Gartner

<b>Multi-User</b>	
Reference	\$14,200
Advisor	\$24,200
<b>Workgroup (WG)</b>	
Cross Function - Workgroup	\$68,300
Cross Function - Workgroup Member add-on*	\$14,700
Role - Workgroup	\$50,900
Role- Workgroup Member add-on*	\$8,900
Essentials - Workgroup	\$50,900
Essentials - Workgroup Member add-on*	\$7,000
*Note: WG Member Min 3, Max 10	
<b>IT Executives</b>	
Signature	\$82,700
CIO	
Single	\$75,900
Multi-User	\$67,500
<b>Essentials</b>	
Single	\$50,800
Multi-User	\$45,400

# Gartner

## 2) Service Descriptions

The following is a list of Service Descriptions which describe the Services being purchased pursuant to this Exhibit A.

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Core Research Reference	<a href="http://www.gartner.com/it/sd/sd_core_reference_20100903.pdf">http://www.gartner.com/it/sd/sd_core_reference_20100903.pdf</a>
Core Research Advisor	<a href="http://www.gartner.com/it/sd/sd_core_advisor_20100903.pdf">http://www.gartner.com/it/sd/sd_core_advisor_20100903.pdf</a>
Core Connect Reference	<a href="http://www.gartner.com/it/sd/sd_core_connect_reference_20100720.pdf">http://www.gartner.com/it/sd/sd_core_connect_reference_20100720.pdf</a>
Core Connect Advisor	<a href="http://www.gartner.com/it/sd/sd_core_connect_advisor_2010720.pdf">http://www.gartner.com/it/sd/sd_core_connect_advisor_2010720.pdf</a>
Gartner for IT Leaders - Reference	<a href="http://www.gartner.com/it/sd/sd_it_leaders_reference_20101013.pdf">http://www.gartner.com/it/sd/sd_it_leaders_reference_20101013.pdf</a>
Gartner for IT Leaders - Advisor	<a href="http://www.gartner.com/it/sd/sd_it_leaders_advisor_20101013.pdf">http://www.gartner.com/it/sd/sd_it_leaders_advisor_20101013.pdf</a>
Gartner for IT Leaders - Workgroup	<a href="http://www.gartner.com/it/sd/sd_it_leaders_advisor_workgroup_20101013.pdf">http://www.gartner.com/it/sd/sd_it_leaders_advisor_workgroup_20101013.pdf</a>
Gartner for IT Leaders - Scorecard IT Towers	<a href="http://www.gartner.com/it/sd/sd_itl_scorecard_appdev_20100412.pdf">http://www.gartner.com/it/sd/sd_itl_scorecard_appdev_20100412.pdf</a> <a href="http://www.gartner.com/it/sd/sd_itl_scorecard_entcomputing_unix_20100412.pdf">http://www.gartner.com/it/sd/sd_itl_scorecard_entcomputing_unix_20100412.pdf</a> <a href="http://www.gartner.com/it/sd/sd_itl_scorecard_infraops_20100412.pdf">http://www.gartner.com/it/sd/sd_itl_scorecard_infraops_20100412.pdf</a> Up to 14 other towers are covered
Gartner for IT Leaders - Scorecard: CIO, Security, Green IT	<a href="http://www.gartner.com/it/sd/sd_itl_scorecard_cio_20100412.pdf">http://www.gartner.com/it/sd/sd_itl_scorecard_cio_20100412.pdf</a> <a href="http://www.gartner.com/it/sd/sd_itl_scorecard_green_20100412.pdf">http://www.gartner.com/it/sd/sd_itl_scorecard_green_20100412.pdf</a> <a href="http://www.gartner.com/it/sd/sd_itl_scorecard_security_20100412.pdf">http://www.gartner.com/it/sd/sd_itl_scorecard_security_20100412.pdf</a>
Gartner for IT Leaders - Scorecard: Enhanced	<a href="http://www.gartner.com/it/sd/sd_itl_scorecard_cio_enhanced_20100412.pdf">http://www.gartner.com/it/sd/sd_itl_scorecard_cio_enhanced_20100412.pdf</a> <a href="http://www.gartner.com/it/sd/sd_itl_scorecard_security_enhanced_20100412.pdf">http://www.gartner.com/it/sd/sd_itl_scorecard_security_enhanced_20100412.pdf</a> <a href="http://www.gartner.com/it/sd/sd_itl_scorecard_green_enhanced_20100412.pdf">http://www.gartner.com/it/sd/sd_itl_scorecard_green_enhanced_20100412.pdf</a>
Enterprise IT Leaders - Workgroup	<a href="http://www.gartner.com/it/sd/sd_ent_it_leaders_workgroup_20100526.pdf">http://www.gartner.com/it/sd/sd_ent_it_leaders_workgroup_20100526.pdf</a>
Gartner for IT Executives - Signature	<a href="http://www.gartner.com/it/sd/sd_ite_cio_sig_20100125.pdf">http://www.gartner.com/it/sd/sd_ite_cio_sig_20100125.pdf</a>
Gartner for	<a href="http://www.gartner.com/it/sd/sd_ite_cio_20100125.pdf">http://www.gartner.com/it/sd/sd_ite_cio_20100125.pdf</a>

# Gartner

IT Executives - CIO	
Gartner for IT Executives - Essentials	<a href="http://www.gartner.com/it/sd/sd_ite_cio_essentials_20100125.pdf">http://www.gartner.com/it/sd/sd_ite_cio_essentials_20100125.pdf</a>
Gartner Industry Advisor Services - Reference	<a href="http://www.gartner.com/it/sd/sd_iasg_reference_20100412.pdf">http://www.gartner.com/it/sd/sd_iasg_reference_20100412.pdf</a>
Gartner Industry Advisor Services - Advisor	<a href="http://www.gartner.com/it/sd/sd_iasg_advisor_20100811.pdf">http://www.gartner.com/it/sd/sd_iasg_advisor_20100811.pdf</a>
Gartner Industry Advisor Services - Workgroup	<a href="http://www.gartner.com/it/sd/sd_iasg_advisor_workgroup_20100721.pdf">http://www.gartner.com/it/sd/sd_iasg_advisor_workgroup_20100721.pdf</a>
IT News & Insights	<a href="http://www.gartner.com/it/sd/sd_it_news_insight_20090501.pdf">http://www.gartner.com/it/sd/sd_it_news_insight_20090501.pdf</a>
IT Associates	<a href="http://www.gartner.com/it/sd/sd_it_associates200_20100125.pdf">http://www.gartner.com/it/sd/sd_it_associates200_20100125.pdf</a>
Burton IT1 - Reference	<a href="http://www.gartner.com/it/sd/sd_burtonit1_reference_smb_govt_20100913.pdf">http://www.gartner.com/it/sd/sd_burtonit1_reference_smb_govt_20100913.pdf</a>
Burton IT1 - Advisor	<a href="http://www.gartner.com/it/sd/sd_burtonit1_advisor_smb_govt_20100913.pdf">http://www.gartner.com/it/sd/sd_burtonit1_advisor_smb_govt_20100913.pdf</a>
Strategic Advisor Service - Internal	<a href="http://www.gartner.com/it/sd/sd_sas_internal_20090106.pdf">http://www.gartner.com/it/sd/sd_sas_internal_20090106.pdf</a>
Strategic Advisor Service - Remote	<a href="http://www.gartner.com/it/sd/sd_sas_remote_20090106.pdf">http://www.gartner.com/it/sd/sd_sas_remote_20090106.pdf</a>
Tickets	<a href="http://www.gartner.com/it/sd/sd_symp_event_ticket_20100721.pdf">http://www.gartner.com/it/sd/sd_symp_event_ticket_20100721.pdf</a> <a href="http://www.gartner.com/it/sd/sd_summit_event_ticket_20100721.pdf">http://www.gartner.com/it/sd/sd_summit_event_ticket_20100721.pdf</a>

**Amendment 13-11**  
to  
**Contract T05-TSD-329**  
for  
**Research and Advisory Services**

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In accordance with Provision 22 (*Authority for Modifications and Amendments*) of Contract Number T05-TSD-329 ("the Contract"), this Amendment 13-11 is entered into by and between the State of Washington, **Department of Enterprise Services ("DES")** and **Gartner, Inc. ("Vendor")**.

The purpose of this Amendment is to update the Price List. The parties agree as follows:

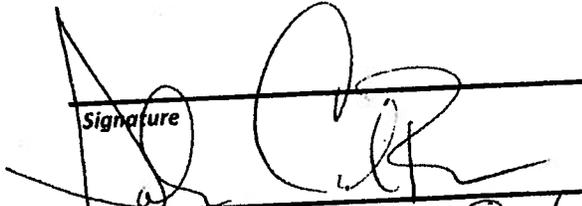
1. Schedule A (*Price List*), is deleted in its entirety and replaced with the new Schedule A attached hereto.

All other provisions of Contract T05-TSD-329 shall remain in full force and effect.

This Amendment 13-11 shall be effective as of September 1, 2012.

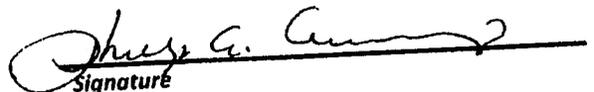
**Approved**

State of Washington,  
Department of Enterprise Services

  
\_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
Dale Colbert  
\_\_\_\_\_  
9-11-12  
\_\_\_\_\_  
Date  
Unit Manager

**Approved**

Gartner, Inc.

  
\_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
Phillip A. Cummings  
Director, Government Contracts  
\_\_\_\_\_  
*Print or Type Name*  
\_\_\_\_\_  
9/10/12  
\_\_\_\_\_  
Date  
Title

# Gartner

State of Washington  
Gartner Services Price Schedule (2012)

Service Name	Price
<b>Core – RENEWAL ONLY</b>	
Reference 25+ seats	\$6,800
Reference 50+ seats	\$5,500
Advisor 25+ seats	\$10,400
Advisor 50+ seats	\$9,100
<b>Core Connect – Reference</b>	
Single	\$19,700
Multi-User	\$11,200
Legacy Upgrade	\$2,500
5 Block Inquiry Add-on	\$6,700
<b>Core Connect – Advisor</b>	
Single	\$29,500
Multi-User	\$21,200
Legacy Upgrade	\$3,500
<b>Gartner for Technical Professionals (Burton IT1)</b>	
Agency Size <4,000 – Enterprise	
Reference	\$31,300
Advisor	\$47,000
Agency Size 4000-12,000 – Enterprise	
Reference	\$62,600
Advisor	\$92,900
Agency Size >12,000 – Department (40)	
Reference	\$62,600
Advisor	\$92,900
<b>Gartner for IT Leaders (GITL) – RENEWAL ONLY</b>	
Single	
Reference	\$21,700
Advisor	\$30,900
Multi-User	
Reference	\$13,300
Advisor	\$23,100

<b>Gartner for IT Leaders (GITL) – NEW LICENSES</b>	
Single	
Reference	\$22,900
Advisor	\$32,800
Multi-User	
Reference	\$14,200
Advisor	\$24,200
<b>Workgroup (WG)</b>	
Cross Function – Workgroup	\$68,300
Cross Function – Workgroup add-on*	\$14,700
Role – Workgroup	\$50,900
Role – Workgroup Member add-on*	\$8,900
Essentials – Workgroup	\$50,900
Essentials – Workgroup Member add-on*	\$7,000
*Note: WG Member Min 3, Max 10	
<b>IT Executives</b>	
Signature	\$82,700
CIO	
Single	\$75,900
Multi-User	\$67,500
Essentials	
Single	\$50,800
Multi-User	\$45,400
<b>Gartner Industry Advisory Services</b>	
Gartner IAS Workgroup Advisor	\$33,700
Gartner IAS Workgroup Member Add-on	\$18,900

Amendment 13-03  
to  
Contract T05-TSD-329  
For Gartner  
Information Technology  
Research and Advisory Services

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This Amendment 13-03 to Agreement Number T05-TSD-329 ("the Agreement") is entered into by and between the State of Washington, Department of Enterprise Services ("DES") and Gartner Inc. ("Contractor and Vendor").

The purpose of this Amendment is to renew the term of the Contract, add a Schedule, and clarify pricing. The parties agree as follows:

1. Pursuant to Provision 2 (*Term*), Vendor and DES hereby agree to renew the Contract for an additional year, through May 30, 2015, and establish new pricing in Attachment A.

**I Transfer Contract activity previously conducted by TAS to "Customer(s):**

1. By signing this Amendment, Contractor hereby consents to this transfer and recognizes that greater direct "Customer contact will occur.
2. Contractor will maintain a list of those enrolled, and assist Customers if they are in doubt about their status.

**II Pricing, Invoice, Payment.**

1. *Contractor agrees to develop, maintain and make available; a complete pricing schedule reflecting the all discounts and provide the DES Contract Administrator a document or a link that can be made available through the DES website.*

**III Administrative Fee and Quarterly Reporting**

1. *A contract administration fee is imposed. Beginning with Sales on January 1, 2014, and the report, due in April 2014, the Vendor will pay a .74 percent ( 0.0074) contract administrative fee on quarterly sales throughout the remainder of the contract.*

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3. *Item 15 of the Agreement is replaced in its entirety. The Vendor will utilize the ConUsage system for reports beginning with an April report which will detail January through March activity. This is an on-line usage reporting system which will be available as a tool to report quarterly contract sales by customer.*
4. *The schedule for these reports will be as noted below;*

<u>Quarter</u>	<u>Quarter Ends</u>	<u>Report Due</u>
1st	March 31st	April 30th
2nd	June 30th	July 31st
3rd	September 30th	October 31st
4th	December 31st	January 31 <sup>st</sup>

**Prior to the due date for your report, an account will be established, and a log-in provided.**  
**The location of the tool is <https://fortress.wa.gov/ga/apps/CSR/login.aspx>.**

**IV Taxes**

1. Adding to Section 6, a new item, 6.4;  
To read....**Contract Administration Fees will be subject to sales tax.**

In addition, in accordance with Section 25 (Authority for Modifications and Amendments) of the Agreement, Contract **T05-TSD-329** is extended for one additional year. The resulting term now extends through May 30, 2015.

All other provisions of Contract **T05-TSD-329** shall remain in full force and effect.

This Amendment, 13-03, shall be effective as of December 30, 2013.

Approved  
State of Washington  
Department of Enterprise Services

  
\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

Approved  
Gartner, Inc.

  
\_\_\_\_\_  
*Signature*

Phillip A. Cumings

\_\_\_\_\_  
**Print or Type Name**

Director, Government Contracts 01/28/2014

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**