

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
 A Contract Between the State of Nevada
 Acting by and Through its

Agency Name:	Various State Agencies Monitored By: Department of Administration, Purchasing Division
Address:	515 E Musser St, Suite 300
City, State, Zip Code:	Carson City NV 89701
Contact:	Gideon Davis
Phone:	775-684-0196
Email:	gkdavis@admin.nv.gov

Contractor Name:	Gartner
Address:	56 Top Gallant Road
City, State, Zip Code:	Stamford, CT 06902
Contact:	Jay Friedman
Phone:	480-283-8933
Email:	Jay.Friedman@gartner.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 13, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be Date September 12, 2017). ✓

Effective from:	September 12, 2017	✓	To:	August 8, 2021	✓
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	INSURANCE SCHEDULE
ATTACHMENT B:	RESEARCH & ADVISORY SERVICES PRICING
ATTACHMENT C:	RESEARCH & ADVISORY SERVICES DESCRIPTIONS
ATTACHMENT D:	STATE OF NEVADA WORK PLAN

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents*. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.
7. **STATE AGENCY ORDER PLACEMENT.** Orders for Nevada State Agencies shall meet requirements listed below to be placed with the Contractor. It is the responsibility of the Contractor to ensure orders from State agencies include required documents. The State is not liable for any costs incurred by vendors prior to entering into a formal contract or any order that does not meet the requirements listed below.

Orders under \$50,000 shall require: Fully executed State of Nevada Work Plan (*refer to Attachment D*) ✓
 Orders over \$50,000 shall require: Fully executed State of Nevada Work Plan (*refer to Attachment D*) ✓

Orders for the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other entities authorized to use statewide contracts in the State of Nevada shall follow using entity policy. The State is not liable for the obligations of any political subdivision which joins or uses any contract resulting from this agreement.

8. **REPORTS AND FEES.**

- A. **Administrative Fee.** Contractor agrees to provide a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) or official company check. The fee will be payable to the "State of Nevada Purchasing Division." The Administrative Fee will be one percent (1%) and will apply to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the Contract during the quarter.

All administrative fee payments shall include the Contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more

than one contract, then a separate electronic payment and associated transmittal document must be submitted by the Contractor for each contract.

The State will not issue an invoice for the Administrative Fee owed to the State. It is the responsibility of the vendor to pay the Administrative Fee with no prompting from the State. Contractor shall pay the quarterly Administrative Fee within forty five (45) days of quarter end.

- B. Quarterly Reports. Quarterly report forms may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: nyqlyreport@admin.nv.gov

- 1) Nevada Good of the State Quarterly Administrative Fee Report. The Contractor shall submit a Nevada Good of the State Quarterly Administrative Fee Report to the Purchasing Division. The report shall identify total payments (minus returns and credits) received by the Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the Contract.
- 2) Nevada Good of the State Quarterly Usage Report. The Contractor shall submit a Nevada Good of the State Quarterly Usage Report to the Purchasing Division which shall provide the data element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the Contract
Agreement Name	Gartner Good of the State Contract
Report Contact	Name of person completing the report on behalf of the Contractor
Contact Phone	Phone number for the person completing the report
Contact Email	Email address of the person completing the report
Date Submitted	Date the Nevada Good of the State Quarterly Usage Report is submitted to the Purchasing Division
Reporting Quarter	Quarter for which the Contractor is reporting purchases on the Contract
Entity Type	Indicate the type of entity making the purchase: <ul style="list-style-type: none"> • S for State agency • E for University and Community College System • L for Legislative Counsel Bureau • P for political subdivisions • O for other authorized entities
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name
Purchase Description	Description of the product or service purchased
Purchase Authorization	Purchase authorization/contract number supplied by customer to Contractor. Enter contract number, purchase order number, or other authorization number/identifier. If procurement card is used, enter “PCard”
Contract Line Item	Line item number on the Contract
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service/project.
Unit Price	Unit price charged (excluding credits) for the product or service purchased
Extended Price	Total price—quantity delivered “x” unit price charged

- 3) Fee Payment and Report Schedule. Contractor agrees to provide Administrative Fee, Nevada Good of the State Administrative Fee Report, and Nevada Good of the State Quarterly Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period Ending	Report Due
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March 31 st	May 15 th
June 30 th	August 14 th
September 30 th	November 14 th
December 31 st	February 14 th

- 4) **Report Modifications.** The Contractor shall agree that the Purchasing Division reserves the right to modify the requested format and contents of the Nevada good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report by providing thirty (30) calendar days written notice to the Contractor. The Contractor shall also agree the Purchasing Division may unilaterally amend the Contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Nevada Good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report. The Contract shall understand and agree that if such an amendment is issued by the Purchasing Division, the Contractor shall comply with all contractual terms, as amended.
- 5) **Timely Reports and Fees.** If the quarterly Administrative Fee is not paid and quarterly reports are not received by forty five (45) days of quarter end, then the Contractor will be in material breach of this Contract.
9. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
10. **RESEARCH AND ADVISORY SERVICE SPECIFIC TERMS:**
- A. An individual Service Agreement (SA) for subscription-based research and related services (the “Services”) once issued is non-cancelable, and may be terminated only for non-appropriation of funds or material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.
- B. **Ownership and Use of the Services.** Contractor owns and retains all rights to the Services not expressly granted to Client herein. Only the individuals named in an SA (each a “Licensed User”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Usage Guidelines for Gartner Services* (“Guidelines”), which are accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.
- C. **Confidential Information.** Contractor agrees to keep confidential any State specific information communicated by State to Contractor in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. 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 Contractor; (3) entered the public domain through no fault of Contractor subsequent to State's communication to Contractor; (4) is in Contractor's possession free of any obligation of confidence at the time of State's communication to Contractor; or (5) is communicated by the State to a third party free of any obligation of confidence. Additionally, Contractor may disclose such information to the extent required by legal process.
- D. **Miscellaneous.**

- 1) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.
- 2) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only. No one other than the State and/or Consultant may rely upon or enforce any provision of this Agreement. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of State and Contractor that no third party shall have the right to (i) rely on the Services provided by Contractor, or (ii) seek to impose liability on Contractor as a result of the provision of Services or any Deliverables furnished to State.

11 **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

12 **INSPECTION & AUDIT.**

- A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

13 **CONTRACT TERMINATION.**

- A. **Termination Without Cause.** Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this Contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. **State Termination for Non-Appropriation.** The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under *Section 13D, Time to Correct*. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the Contract upon breach under subsection 12C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 24, State Ownership of Proprietary Information*.

14 **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

15 **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

- 16 **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
- 17 **INDEMNIFICATION AND DEFENSE.** Contractor agrees to defend, indemnify, and hold harmless the State and the employees, officers and agents of the State from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of this Contract.
- 18 **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this Contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
- 19 **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment A*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment A*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
- 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. **General Requirements.**

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one of this Contract.
- 6) **Approved Insurer:** Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VIP" or better.

C. **Evidence of Insurance.**

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 18A, Insurance Coverage*.
- Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.**
- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 18B, General Requirements*.
 - 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

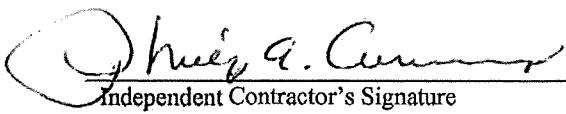
statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

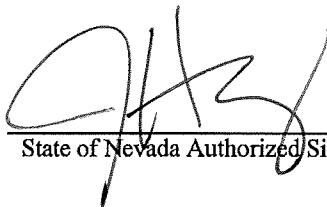
21. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
22. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
23. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
24. **STATE PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
25. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
26. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
27. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

- 28 **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 29 **GENERAL WARRANTY.** Contractor's services are provided on an "as is" basis and Contractor expressly disclaims all warranties.
- 30 **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 31 **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
- 32 **ASSIGNMENT OF ANTITRUST CLAIMS.** Deleted.
- 33 **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

34 **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 7/12/17 Contracts Counsel
Independent Contractor's Signature Date Independent Contractor's Title

 7-13-2017 Administrator
State of Nevada Authorized Signature Date Title

State of Nevada Authorized Signature Date Title

State of Nevada Authorized Signature Date Title

APPROVED BY BOARD OF EXAMINERS

 Signature Board of Examiners

On:

9-12-17

Date

Approved as to form by:

On:

 Deputy Attorney General for Attorney General

13 July 17

Date

ATTACHMENT A – INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **State of Nevada, Purchasing Division – Attention: Gideon Davis, 515 E. Musser St, Suite 300, Carson City, NV 89701** or email gkdavis@admin.nv.gov. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this Contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of Contract.

All certificates required by this Contract shall be sent directly to **State of Nevada, Purchasing Division – Attention: Gideon Davis, 515 E. Musser St, Suite 300, Carson City, NV 89701** or email gkdavis@admin.nv.gov. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

STATE OF NEVADA

Attachment B- Research and Advisory Services Pricing

2017 rates and unit prices are effective for purchase orders received on or before December 31, 2017 with a service start date no later than January 1, 2018.

*2018 rates and unit prices are projected fees for purchase orders received January 1, 2018 to December 31, 2018. Actual rates will be provided by November 30, 2017.

1. Annual Individual Subscription			
RESEARCH AND ADVISORY SERVICES	2017 Subscription Rate	* 2018 Subscription Rate	
TEAM PLUS SOLUTIONS			
Executive Programs Leadership Team Plus¹			
Leader	86,566	91,760	
Partner	71,314	75,592	
Partner Leader (must purchase Enterprise IT Leadership Team Plus Members)	71,314	75,592	
Delegate	45,354	48,075	
Delegate Leader (must purchase IT Leadership Team Plus Members)	45,354	48,075	
Advisor	33,940	35,976	
Advisor Leader (must purchase IT Leadership Team Plus Members)	33,940	35,976	
Cross Function	24,445	25,912	
Executive Programs Leadership Team Plus with Industry¹ (one industry)			
Leader	93,233	98,827	
Partner	78,283	82,980	
Partner Leader (must purchase Enterprise IT Leadership Team Plus with Industry Members)	78,283	82,980	
Delegate	53,334	56,534	
Delegate Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	53,334	56,534	
Advisor	42,122	44,649	
Advisor Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	42,122	44,649	
Cross Function	27,273	28,910	
Enterprise IT Leadership Team Plus¹			
Leader	60,304	63,922	
Advisor	31,011	32,871	
Cross Function	18,788	19,916	
Enterprise IT Leadership Team Plus with Industry¹ (one industry)			
Leader	69,697	73,879	
Advisor	38,182	40,473	
Cross Function	23,334	24,734	

RESEARCH AND ADVISORY SERVICES	2017 Subscription Rate	* 2018 Subscription Rate
Industry Advisory Services Leadership Team Plus¹ (one industry)		
Leader	38,182	40,473
Advisor	38,182	40,473
Cross Function	23,334	24,734
Gartner for IT Leadership Team Plus¹		
Leader	31,011	32,871
Advisor	31,011	32,871
Cross Function	18,788	19,916
TEAM SOLUTIONS		
Executive Programs Leadership Team²		
Leader	79,394	84,158
Partner	65,455	69,382
Partner Leader (must purchase Enterprise IT Leadership Team Members)	65,455	69,382
Delegate	41,617	44,114
Delegate Leader (must purchase IT Leadership Team Members)	41,617	44,114
Advisor	31,112	32,978
Advisor Leader (must purchase IT Leadership Team Members)	31,112	32,978
Cross Function	22,425	23,770
Role	15,960	16,918
Executive Programs Leadership Team with Industry² (one industry)		
Leader	85,556	90,689
Partner	71,819	76,128
Partner Leader (must purchase Enterprise IT Leadership Team with Industry Members)	71,819	76,128
Delegate	48,889	51,823
Delegate Leader (must purchase Industry Advisory Services Leadership Team Members)	48,889	51,823
Advisor	38,687	41,009
Advisor Leader (must purchase Industry Advisory Services Leadership Team Members)	38,687	41,009
Cross Function	25,051	26,554
Role	17,677	18,738
Enterprise IT Leadership Team²		
Leader	55,354	58,675
Advisor	28,485	30,194
Cross Function	17,273	18,310
Role	10,506	11,136
Essentials	8,283	8,780
Enterprise IT Leadership Team with Industry² (one industry)		
Leader	63,940	67,776
Advisor	35,051	37,154
Cross Function	21,415	22,699
Role	12,324	13,063
Essentials	8,283	8,780

RESEARCH AND ADVISORY SERVICES	2017 Subscription Rate	* 2018 Subscription Rate
Industry Advisory Services Leadership Team ² (one industry)		
Leader	35,051	37,154
Advisor	35,051	37,154
Cross Function	21,415	22,699
Role	12,324	13,063
Essentials	8,283	8,780
Gartner for IT Leadership Team ²		
Leader	28,485	30,194
Advisor	28,485	30,194
Cross Function	17,273	18,310
Role	10,506	11,136
Essentials	8,283	8,780
INDIVIDUAL SOLUTIONS		
Executive Programs Individual Solutions		
Member single-user	87,677	92,938
Member multi-user	77,879	82,552
Member Basic single-user	59,798	63,386
Member Basic multi-user	53,435	56,641
Two Onsite Meetings Add-on - Limited Availability ³	15,657	16,596
Executive Programs Individual Solutions with Industry (one industry)		
Member single-user	93,334	98,934
Member multi-user	83,839	88,869
Member Basic single-user	66,566	70,560
Member Basic multi-user	60,405	64,029
Two Onsite Meetings Add-on - Limited Availability ³	15,657	16,596
Enterprise IT Leaders		
Enterprise IT Leaders single-user	66,162	70,132
Enterprise IT Leaders multi-user	55,354	58,675
Two Onsite Meetings Add-on - Limited Availability ³	15,758	16,704
Industry Advisory Services Advisor Add-on (one industry)	10,304	10,922
Industry Advisory Services (one industry)		
Advisor single-user	43,738	46,362
Advisor multi-user	35,051	37,154
Reference single-user	29,495	31,265
Reference multi-user	20,809	22,057
Gartner for IT Leaders		
Advisor single-user	38,586	40,902
Advisor multi-user	28,485	30,194
Reference single-user	26,970	28,588
Reference multi-user	16,667	17,667

RESEARCH AND ADVISORY SERVICES	2017 Subscription Rate	* 2018 Subscription Rate
IT News and Insight	607	650
IT Executive Portfolio - RENEWAL ONLY ⁶		
IT Executives CIO Signature	97,475	103,324
IT Executives CIO single-user	89,293	94,651
IT Executives CIO multi-user	79,394	84,158
IT Executives CIO Essentials single-user	59,798	63,386
IT Executives CIO Essentials multi-user	53,435	56,641
Delegate Add-on to CIO Signature - Limited Availability ³	41,617	44,114
Two Onsite Meetings Add-on - Limited Availability ³	15,657	16,596
Industry Advisory Services Advisor Add-on (one industry)	10,304	10,922

2. Multi-user License Subscription - purchasing prerequisites apply

Multi-user License services provide access to multiple users. Depending on the service, the base license may include unlimited or a set quantity of users, unlimited or a set quantity of documents, unlimited or no inquires for all users or inquires only for certain users within the license. Please refer to product's service description for a full list of deliverables included with each license. We have provided the base license offering to give clients the flexibility to customize the solution to their needs. For example, access for 100 users may be achieved by purchasing multiple licenses of the same service, unlimited inquiries may be achieved by purchasing a license that includes unlimited advisor inquiry access, or a higher allotment of documents may be purchased.

RESEARCH AND ADVISORY SERVICES	2017 Subscription Rate	* 2018 Subscription Rate
Gartner for Technical Professionals ⁴ (per agency)		
Technical Professionals Advisor Department	109,596	116,172
Technical Professionals Reference Department	73,738	78,162
Gartner for Technical Professionals Small & Midsize Business (SMB) ⁵ (per agency)		
Technical Professionals Advisor SMB	55,354	58,675
Technical Professionals Reference SMB	36,869	39,081
Gartner Technology Planner (per agency)		
Technology Planner	109,596	116,172
Technology Planner Essentials - Three Modules (price per module, must purchase 3)	30,809	32,657
Technology Planner Essentials - Two Modules (price per module, must purchase 2)	35,455	37,582
Technology Planner Essentials - 1 Module	43,435	46,041
Gartner Technology Planner Small & Midsize Business (SMB) ⁵ (per agency)		
Technology Planner SMB	55,354	58,675
Technology Planner Essentials SMB - Three Modules (price per module, must purchase 3)	15,657	16,596
Technology Planner Essentials SMB - Two Modules (price per module, must purchase 2)	17,980	19,059
Technology Planner Essentials SMB - 1 Module	22,021	23,342
Gartner for IT Associates ⁴		
Gartner for IT Associates 100 documents	22,122	23,449

NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY	2017 Subscription Rate	* 2018 Subscription Rate
Core IT Research Reference for Higher Education ⁷ (per campus)		
Core Reference for a designated campus with <4,999 Student FTE	23,233	24,627
Core Reference for a designated campus with 5,000-9,999 Student FTE	46,465	49,253
Core Reference for a designated campus with 10,000-24,999 Student FTE	69,697	73,879
Core Reference for a designated campus with 25,000+ Student FTE	92,930	98,506
Core Reference for a designated community college campus	23,233	24,627
Technical Professionals for Higher Education ⁷ (per campus)		
Technical Professionals Advisor Higher Education for a designated campus IT Staff Only	55,354	58,675
Technical Professionals Reference Higher Education for a designated campus IT Staff Only	36,869	39,081

3. Onsite Advisory Services		
STRATEGIC ADVISORY SERVICES	2017 Unit Price	* 2018 Unit Price
Client Internal Advisory Session	14,849	TBD
CONSULTING SERVICES	2017 Hourly Rate	* 2018 Hourly Rate
On-Site Advisory Services: Staff Position/Labor Category		
Project Executive (Senior Director, Vice President, Managing Partner)	420 to 480	TBD
Project Manager - Senior (Director and Associate Director)	329 to 389	TBD
Project Manager - Junior (Consultant and Senior Consultant)	203 to 263	TBD
Lead Analyst (Consultant and Senior Consultant)	203 to 263	TBD
Technical Writer	N/A	TBD
Senior Subject Matter Expert (Director, various areas of expertise)	369	TBD
Subject Matter Expert (Associate Director, various areas of expertise)	329	TBD
Senior Team Member (Senior Consultant, various areas of expertise)	263	TBD
Team Member (Consultant, various areas of expertise)	203	TBD
For Consulting Services, Gartner proposes to define fixed price engagements for a mutually agreed scope of work. Our experience is that fixed price engagements are easier to manage, increase focus and result in higher value delivered to the State.		

4. Value Added Services		
STRATEGIC ADVISORY SERVICES	2017 Unit Price	* 2018 Unit Price
Client Remote Advisory Services	7,374	TBD
EVENTS - North America	2017 Unit Price	* 2018 Unit Price
Symposium Ticket	4,243	TBD
Summit Ticket (BI, Data Center, or Security)	2,930	TBD
Summit Ticket (excludes BI, Data Center, Security)	2,450	TBD
Catalyst Conference Ticket	2,930	TBD
CIO Leadership Forum - Limited Availability ^{3,4}	2,728	TBD

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

¹ Team Plus licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Plus Members coterminous with the Leader license. An Executive Programs Leadership Team Plus with one Team Plus Leader and less than three (3) Team Plus Members is permissible so long as one of the Team Plus Members is a Delegate or Partner. Team Plus with Industry Advisory Services pricing is for one industry and all licenses in a Team Plus with Industry Advisory Services must purchase access to the same industry. All licenses in a Team Plus solution, including subteam members, must be "Team Plus" type licenses.

² Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. An Executive Programs Leadership Team with one Team Leader and less than three (3) Team Members is permissible so long as one of the Team Members is a Delegate or Partner. Team with Industry Advisory Services pricing is for one industry and all licenses in a Team with Industry Advisory Services must purchase access to the same industry. All licenses in a Team solution, including subteam members, must be "Team" type licenses and cannot include "Team Plus" licenses.

³ Limited availability. Check with Sales Representative before purchasing.

⁴ Purchasing prerequisite and/or eligibility requirements applies. Check with Sales representatives before purchasing.

⁵ Gartner for Technical Professionals SMB, Gartner Technology Planner SMB, and Gartner Technology Planner Essentials SMB are available only to eligible small and medium size agencies with 4,000 or less employees. Please check with Sales representatives before purchasing.

⁶ IT Executives Portfolio renewal services are only available to eligible license holders who purchased the service listed on or before June 30, 2014 and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering. Industry Advisory Services Add-on must be coterminous with the base IT Executives license and requires the purchase of the same Industry Add-on license for each user within the IT Executives license (CIO Signature must purchase for the Member and each Delegate).

⁷ Higher Education products are only available to eligible, not-for-profit Higher Education colleges or universities. A Core IT Research Reference for Higher Education license is for one designated, student campus based on the total full-time equivalent (FTE) student enrolment of the college or university, as assessed at the time of purchase. Purchasing prerequisites apply. Check with Sales representatives before purchasing.

Gartner reserves the right to refresh its pricing and product offerings on an annual basis. The refreshed pricing and product offering(s) will be provided to the Client in writing and will become effective within 10 days of submission by Gartner and/or January 1st of each new year.

STATE OF NEVADA

Attachment C - Research and Advisory Services Descriptions

Service	Service Description URL
TEAM PLUS SOLUTIONS	
Executive Programs Leadership Team Plus	
Team Plus Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_leader.pdf
Delegate	http://www.gartner.com/it/sd/sd_ep_team_plus_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_delegate_leader.pdf
Partner	http://www.gartner.com/it/sd/sd_ep_team_plus_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_partner_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ep_team_plus_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_plus_cf.pdf
Executive Programs Leadership Team Plus with Industry (One Industry)	
Team Plus Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_leader.pdf
Delegate	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_delegate_leader.pdf
Partner	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_partner_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_plus_industry_cf.pdf
Enterprise IT Leadership Team Plus	
Team Plus Leader	http://www.gartner.com/it/sd/sd_eitl_team_plus_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_plus_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_plus_cf_member.pdf
Enterprise IT Leadership Team Plus with Industry (One Industry)	
Team Plus Leader	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_plus_industry_cf_member.pdf
Industry Advisory Services Leadership Team Plus (one Industry)	
Team Plus Leader	http://www.gartner.com/it/sd/sd_ias_team_plus_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ias_team_plus_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ias_team_plus_cf_member.pdf

IT Leadership Team Plus	
Team Plus Leader	http://www.gartner.com/it/sd/sd_itl_team_plus_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_itl_team_plus_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_itl_team_plus_cf_member.pdf
TEAM SOLUTIONS	
Executive Programs Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_ep_team_leader.pdf
Delegate	http://www.gartner.com/it/sd/sd_ep_team_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_delegate_leader.pdf
Partner	http://www.gartner.com/it/sd/sd_ep_team_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_partner_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ep_team_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_cf.pdf
Role	http://www.gartner.com/it/sd/sd_ep_team_role.pdf
Executive Programs Leadership Team with Industry (one industry)	
Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_leader.pdf
Delegate	http://www.gartner.com/it/sd/sd_ep_team_industry_delegate.pdf
Delegate Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_delegate_leader.pdf
Partner	http://www.gartner.com/it/sd/sd_ep_team_industry_partner.pdf
Partner Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_partner_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ep_team_industry_advisor.pdf
Advisor Leader	http://www.gartner.com/it/sd/sd_ep_team_industry_advisor_leader.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ep_team_industry_cf.pdf
Role	http://www.gartner.com/it/sd/sd_ep_team_industry_role.pdf
Enterprise IT Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_eitl_team_role_member.pdf
Essentials	http://www.gartner.com/it/sd/sd_eitl_team_essentials_member.pdf
Enterprise IT Leadership Team with Industry (one industry)	
Leader	http://www.gartner.com/it/sd/sd_eitl_team_industry_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_eitl_team_industry_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_eitl_team_industry_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_eitl_team_industry_role_member.pdf

Essentials	http://www.gartner.com/it/sd/sd_eitl_team_industry_essentials_member.pdf
Industry Advisory Services Leadership Team (one industry)	
Leader	http://www.gartner.com/it/sd/sd_ias_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_ias_team_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_ias_team_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_ias_team_role_member.pdf
Essentials	http://www.gartner.com/it/sd/sd_ias_team_essentials_member.pdf
Gartner for IT Leadership Team	
Leader	http://www.gartner.com/it/sd/sd_itl_team_leader.pdf
Advisor	http://www.gartner.com/it/sd/sd_itl_team_advisor_member.pdf
Cross Function	http://www.gartner.com/it/sd/sd_itl_team_cf_member.pdf
Role	http://www.gartner.com/it/sd/sd_itl_team_role_member.pdf
Essentials	http://www.gartner.com/it/sd/sd_itl_team_essentials_member.pdf
INDIVIDUAL ACCESS SOLUTIONS	
Executive Programs Individual Solutions	
Member	http://www.gartner.com/it/sd/sd_ep_member.pdf
Member Basic	http://www.gartner.com/it/sd/sd_ep_member_basic.pdf
Two Onsite Meetings Add-on	http://www.gartner.com/it/sd/sd_ep_2_addl_meetings.pdf Availability of service is limited. Please contact account executive before ordering.
Executive Programs Individual Solutions with Industry (one industry)	
Member	http://www.gartner.com/it/sd/sd_ep_member_industry.pdf
Member Basic	http://www.gartner.com/it/sd/sd_ep_member_basic_industry.pdf
Two Onsite Meetings Add-on	http://www.gartner.com/it/sd/sd_ep_2_addl_meetings.pdf Availability of service is limited. Please contact account executive before ordering.
Enterprise IT Leaders Individual Access Member	
Member	http://www.gartner.com/it/sd/sd_eitl_indiv.pdf
Two Onsite Meetings Add-on	http://www.gartner.com/it/sd/sd_eitl_2_onsite_meetings_addon.pdf Availability of service is limited. Please contact account executive before ordering.
Industry Advisory Services Advisor Add-on for Enterprise IT Leaders (one industry)	http://www.gartner.com/it/sd/sd_iasg_advisor_eitl.pdf
Industry Advisory Services (one industry)	
Advisor	http://www.gartner.com/it/sd/sd_iasg_individual_advisor.pdf
Reference	http://www.gartner.com/it/sd/sd_iasg_reference.pdf
Gartner for IT Leaders	
Advisor	http://www.gartner.com/it/sd/sd_itl_individual_advisor.pdf

Reference	http://www.gartner.com/it/sd/sd_itl_reference.pdf
IT News and Insight	
IT News and Insight	http://www.gartner.com/it/sd/sd_it_news_insight.pdf
RENEWAL ONLY RESEARCH AND ADVISORY SERVICES	
IT Executive Portfolio - RENEWAL ONLY	
CIO Signature	http://www.gartner.com/it/sd/sd_itc_cio_sig.pdf
CIO	http://www.gartner.com/it/sd/sd_itc_cio.pdf
CIO Essentials	http://www.gartner.com/it/sd/sd_itc_cio_essentials.pdf
Delegate Add-on to CIO Signature	http://www.gartner.com/it/sd/sd_itc_cio_sig_addl_delegateAddon.pdf Availability of service is limited. Please contact account executive before ordering.
Two Onsite Meetings Add-on	http://www.gartner.com/it/sd/sd_itc_ep_2_addl_meetings.pdf Availability of service is limited. Please contact account executive before ordering.
Industry Advisory Services Advisor Add-on for IT Executives (one industry)	http://www.gartner.com/it/sd/sd_iasd_advisor_itc.pdf
MULTI-USER RESEARCH SERVICES	
Gartner for Technical Professionals (per agency)	
Technical Professionals Advisor Department	http://www.gartner.com/it/sd/sd_techpro_advisor_dept.pdf
Technical Professionals Reference Department	http://www.gartner.com/it/sd/sd_techpro_reference_dept.pdf
Gartner for Technical Professionals Small & Midsize Business (SMB)	
- Per agency with less than 4000 employees	
Technical Professionals Advisor SMB	http://www.gartner.com/it/sd/sd_techpro_advisor_smb.pdf
Technical Professionals Reference SMB	http://www.gartner.com/it/sd/sd_techpro_reference_smb.pdf
Gartner for Technology Planner (per agency)	
Technology Planner (all modules)	http://www.gartner.com/it/sd/sd_tech_planner.pdf
Technology Planner Essentials (one, two, or three modules)	http://www.gartner.com/it/sd/sd_tech_planner_essentials.pdf
Gartner for Technology Planner Small & Midsize Business (SMB)	
- Per agency with less than 4000 employees	
Technology Planner SMB (all modules)	http://www.gartner.com/it/sd/sd_tech_planner_smb.pdf

Technology Planner Essentials SMB (one, two, or three modules)	http://www.gartner.com/it/sd/sd_tech_planner_essentials_smb.pdf
Gartner For IT Associates	
100 documents	http://www.gartner.com/it/sd/sd_it_assoc100.pdf
NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY	
Core Research for Higher Education University/College (per campus)	
Core Research for Higher Education Reference	http://www.gartner.com/it/sd/sd_core_advisor_he.pdf
Core Research for Higher Education Advisor	http://www.gartner.com/it/sd/sd_core_reference_he.pdf
Gartner for Technical Professionals for Higher Education University/College (per campus)	
Technical Professionals Advisor Higher Education	http://www.gartner.com/it/sd/sd_techpro_advisor_he.pdf
Technical Professionals Reference Higher Education	http://www.gartner.com/it/sd/sd_techpro_reference_he.pdf
OTHER SERVICES	
Strategic Advisory Services	
Client Remote Advisory Services	http://www.gartner.com/it/sd/sd_sas_remote.pdf
Client Internal Advisory Session	http://www.gartner.com/it/sd/sd_sas_internal.pdf
Events	
Symposium Ticket	http://www.gartner.com/it/sd/sd_symp_event_ticket.pdf
T1 Summit Ticket	http://www.gartner.com/it/sd/sd_t1_summit_ticket.pdf
Summit Ticket	http://www.gartner.com/it/sd/sd_summit_event_ticket.pdf
Catalyst Ticket	http://www.gartner.com/it/sd/sd_catalyst_event_ticket.pdf
CIO Leadership Forum	http://www.gartner.com/it/sd/sd_cio_forum_ticket.pdf Availability of service is limited. Please contact account executive before ordering.

ATTACHMENT D – STATE OF NEVADA WORK PLAN

Gartner, Inc. Service Agreement for _____ (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 (“Gartner”) and Client of <Insert Client Company Address> (“Client”), and includes the Master Client Agreement between Gartner and Client or Client’s parent or affiliate dated <Insert Month/Year> the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

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

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

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee</u> \$	<u>Total Fee</u> \$
				Total Services:	(Excluding applicable sales tax)		

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>

3. PAYMENT TERMS

Gartner will invoice Client in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order (“PO”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO’s are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

City, State, Zip

Invoice Recipient Name

Invoice Recipient Email

Invoice Recipient Tel. No.

5. AUTHORIZATION

Client:

Gartner, Inc.

Signature/Date

Signature/Date

Print Name and Title

Print Name and Title

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On:

Date

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

[] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.