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Header 2

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
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Commodity Line Comments: Please refer to the attached proposal document (WVDEP_743943_Gartner Resp to CRFQ 0313 DEP2300000001_02 Aug 22_final) for complete pricing details.

Extended Description:

Consulting Services for Enterprise IT Leaders

A Quote for the West Virginia Department of Environmental Protection

IT Consulting Services

02 August 2022

Solicitation Number: CRFQ 0313 DEP230000001



02 August 2022

Joseph E Hager III
West Virginia Department of Environmental Protection
Department of Administration
Purchasing Division
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Charleston, WV 25305

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Re: Quote for IT Consulting Services
Solicitation Number: CRFQ 0313 DEP2300000001

Dear Mr. Hager:

Gartner, Inc. (Gartner) is pleased to provide the West Virginia Purchasing Division, on behalf of the West Virginia Department of Environmental Protection (WVDEP) with this Quote for Gartner IT Consulting Services in response to CRFQ 0313 DEP2300000001. This Quote contains an overview of the specific WVDEP's goals and initiatives and a recommended solution to help you achieve those goals.

Our offer is valid for 60 days from the submission date of this Quote.

Please contact me at +1 317 658 7412 or via email at kristen.bixler@gartner.com if you have any questions regarding this Quote. Thank you for this opportunity. We look forward to assisting WVDEP with this key initiative.

Sincerely,

Kristen Bixler
Account Executive

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1.0 Executive Overview

To best achieve its mission of enforcing state and federal environmental laws in West Virginia to help protect its air, water and land and promote a healthy environment, the West Virginia Department of Environmental Protection (WVDEP) must modernize legacy systems, establish robust security standards and ensure compliance with federal guidelines like NIST and FISMA. As the current provider of research and advisory services to WVDEP, only Gartner can continue to equip WVDEP with a deep, broad source of actionable and unbiased insight needed to effectively address WVDEP's technology objectives. Gartner represents the lowest risk and highest probability of successful contract performance for WVDEP.

1.1 WVDEP and Gartner

We possess a unique understanding of WVDEP's critical need for insight, tools and expertise that empower WVDEP's ability to facilitate and achieve its vision to secure processes, ensure robust security compliance and cloud-based solutions and move internally towards multi-factor authentication, zero-trust architecture and early detection and response. No other provider can match the depth, breadth and quality of research, expert advice and time-saving tools that Gartner offers in service to those objectives.

Gartner has partnered with WVDEP personnel and provided research and advisory subscription services that unlock access to essential guidance and resources. Our services are valuable to WVDEP's Gartner license holders. We provide each license holder with unmatched coverage of security and technology topics, and we contextualize service delivery for each individual's specific situation and priorities.

Within the past year alone, WVDEP's Gartner license holders have highly utilized their research and advisory subscription services, with advantages like:

1.1.1 Relevant research with depth and breadth.

In the past year, WVDEP's single license holder accessed over 300 unique research reports that are directly relevant to WVDEP. The volume of research reports Gartner provides is significant for WVDEP because **other research and advisory subscription service providers produce substantially less research**, so they do not produce enough research to offer current, relevant insights across all of the topics that are most critical for WVDEP. On an annual basis, Gartner also produces ten times more research than our closest competitors, which helps ensure WVDEP's ability to access and benefit from a deep, broad source of unbiased insight and recommendations.

In addition, Gartner provided access to insight on topics like FISMA — on which Gartner has published 273 documents — that no other provider can offer. Gartner's closest competitor only lists 59 results for FISMA (with only 3 documents published on the topic in the last year) in their research database, while our second-closest competitor had only four total results for FISMA. This low number of research indicates both competitors will not offer the depth and breadth of insights WVDEP requires. In addition, Gartner provides critical research and tools regarding the implementation of security frameworks like FISMA and NIST. Gartner also provides key research on topics like different IT Risk Management (ITRM) capabilities and how clients can or should utilize ITRM products to ensure security and risk compliance with a range of requirements, including FISMA, FedRAMP, DFARS NIST SP 800-171, RMF ATOs or the upcoming CMMC program. This depth and breadth of research makes it clear that Gartner offers the only technically acceptable solution for WVDEP.

1.1.2 Access to advisors who are subject matter experts.

WVDEP consistently interacts with Gartner advisors and analysts to discuss topics that are critical for WVDEP, such as modernizing legacy applications and implementing Zero Trust Network Architecture, and recently discussed VMware in light of Broadcom acquisition. **Gartner has four times more research and advisory experts than any of our competitors — more than 2,250 total, including 15 analysts dedicated to government research.** Unlike other research providers, our analysts are subject matter experts covering specific IT topic areas rather than generalists covering a broad range of topics, meaning they can provide WVDEP with truly expert insight.

1.1.3 Ongoing interactions on our peer forums.

WVDEP has sought peer advice on topics like understanding the pros and cons of moving to modern micro services/API from traditional feed-based SFTP transmission and preparing for the future of work in the post-pandemic workplace. **Only Gartner offers a private peer community for WVDEP** to interact with **195,000 peers**, share best practices, learn about what similar organizations are doing and avoid possible pitfalls, all free from any IT vendor or marketer participation.

1.2 Why Gartner?

Only Gartner can provide WVDEP with the level of access and service needed to best utilize objective, insightful research and service. Our proposal will demonstrate our responsiveness and unmatched capability to meet WVDEP's stated requirements for Research and Advisory Services in its Request for Proposal (RFP).

As the world's leader in delivering actionable, objective insight to executives and their teams, Gartner is uniquely equipped to continue helping the WVDEP advance its initiatives by providing unbiased insight, fueled by global perspectives and validated by true industry best practices. Our proposal will demonstrate how Gartner IT research and advisory services will continue to deliver insight to help the WVDEP make informed decisions on its most critical priorities and key initiatives through unlimited access to published research, inquiries with Gartner analysts and attendance at Gartner events.

Gartner by the Numbers

76	percent of the Global 500
100	countries served
2,250	research and advisory experts
16,000	client enterprises
16,000	associates
195,000	active Peer Connect participants
380,000	online reviews by the Peer Insight community
490,000	client interactions per year

1.2.1 Our Commitment to Objectivity and Absence of Bias

Objectivity and independence are critical aspects of IT research services and critical to Gartner. The practice of publishing “sponsored” research involves a technology vendor or service provider paying a research firm to publish reports or white papers on their behalf. This practice introduces risk for the WVDEP and compromises objectivity by increasing the risk of relying on a financially incentivized recommendation. Research and advisory services providers need to protect their clients by offering coverage and advice that are completely objective — no research should be done on a “sponsored” or “commissioned” basis, which could potentially compromise independent objectives. **Gartner has never produced research on a sponsored or commissioned basis.**

1.2.2 Our Unique Public Sector Focus

Gartner is the only IT research and advisory subscription services provider with a true public sector focus. Our analysts, research and service delivery approach combine to form a depth and breadth of public sector insight that cannot be matched. We contextualize Gartner research specifically to help our public sector clients **reduce cost, operate more effectively, mitigate risks** and **improve business outcomes**. To support these outcomes, Gartner provides:

- **Dedicated Government Research Practice.** Only Gartner has a dedicated team of government analysts who create research on the most critical government topics. Gartner has 19 dedicated public sector analysts, including 15 government-focused analysts who bring an average of more than 23 years of experience working with government agencies and in the IT field and multiple former state government CIOs
- **Public Sector Service Delivery Team.** Gartner has dedicated government service delivery teams for each level of the government organization. For instance, at the CIO and IT executive level, we offer peer advisory guidance from government Executive Partners with an average of 27 years of experience — 10 of whom are former CIOs with U.S., state and local government agencies. These experts possess extensive backgrounds as public sector executives who have successfully built and implemented crucial government strategies. Our unique team of Executive Partners uses their public sector leadership experience and subject matter expertise to help guide our government clients through their most critical decisions.
- **Peer Networking with both Private and Public Sector Peers.** Only Gartner can connect you with more than 195,000 active peers in our interactive online communities. Our clients have the unique ability to gain real-world insight — free of bias from vendors or other agendas — from other peer organizations facing similar challenges. Through the Gartner Peer Connect online community, WVDEP can independently interact with peers, including those from different industries, to help infuse commercial best practices and innovative practices into government initiatives.

1.2.3 Our Proven Time and Cost Savings for Our Clients

Gartner is the only IT research and advisory subscription services company that has a proven track record of saving the government time and money because of our insight and advice. Many public sector clients have recouped the total cost of their investment in Gartner with tangible and measurable cost savings realized by our unbiased advice, negotiation strategies and recommendations. Our clients mitigate risk to their organizations by leveraging Gartner expertise, which helps ensure the right requirements and language for the most effective procurements.

By choosing Gartner, WVDEP will continue to work with a highly attentive account management team, receive research and insights contextualized to government challenges, unlimited access to analysts, and peer networking opportunities with more than 2,400 public sector peers. To accomplish its critical mission for West Virginia, WVDEP must continue to invest in applications and ensure compliance with FISMA and NIST guidelines efficiently and cost-effectively, it must be armed with actionable, objective insights and subject matter expertise. Only Gartner can continue to provide WVDEP with the capabilities it needs to achieve its mission.

2.0 Response to Section 3. Qualifications

Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor must have IT Consultants with 10 or more years of experience in each of the following areas that are available for an unlimited number of one off consulting sessions of 30 minutes or more.

3.1.1. Cyber Security

3.1.1.1. Compliance with USA Federal Information Security Management Act.

3.1.1.2. Compliance with Payment Card Industry Data Security Standard.

3.1.1.3. Products and services in Cyber Security.

3.1.1.4. Risk management.

3.1.2. Software practices of Agile Methodology.

3.1.3. Artificial Intelligence software vendors and products.

3.1.4. Software Vendors and products.

3.1.5. Software Modernization.

3.1.6. Data Privacy.

Meets and Exceeds Requirement. Gartner has IT subject matter experts in each of the stated topic areas in 3.1, and each has 10 or more years of experience and are available for an unlimited number of 30-minute inquiries. The qualifications and experience of Gartner research analysts are technically superior and provide unique perspective not available elsewhere, as demonstrated by:

- 2,250 research and advisory experts who collectively engage in over **495,000 one-to-one client interactions each year** and 11,000 annual contract reviews for 15,000 client enterprises worldwide.
- Industry-leading analysts that bring deep subject matter expertise, with many analysts having been former IT leaders or CIOs. Gartner's subject matter expert analysts possess an average of **over 15 years of IT industry experience**.
- **19 public sector-focused analysts**, including 15 analysts dedicated to government research, who bring specific experience working with federal, state and local agencies. They possess an average of over 25 years of IT and public sector experience, backgrounds as ex-public-sector CIOs or directors and relevant insight gained

To help WVDEP better understand the qualifications of our analysts, we have provided sample biographies for relevant analysts in each of the required topic areas in 3.1 as **Attachment 1 — Sample Analyst Biographies**.

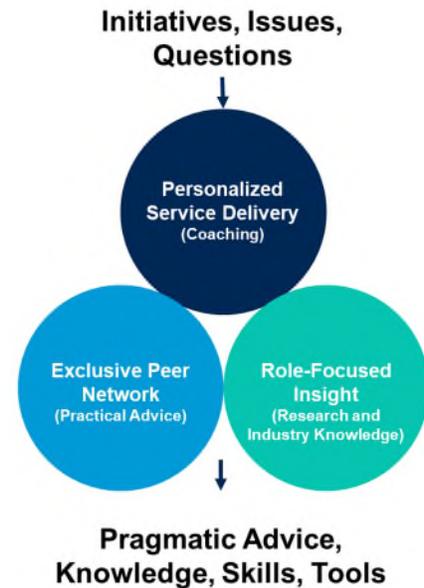
3.0 Response to Section 4. Mandatory Requirements

3.1 Gartner for Enterprise IT Leaders (Security & Risk Management)

Gartner proposes the following solution that will provide WVDEP with the most up-to-date strategic insights and practical research solutions available with **one (1) Gartner for Enterprise IT Leaders (Security & Risk Management) Individual Access license**.

Gartner for Enterprise IT Leaders delivers value through three sources:

- **A customized, proactive service team** driven by an experienced leadership partner and a highly trained Client Success Manager.
- **An exclusive peer community** that hosts virtual events and Q&A forums, as well as Special Interest Groups focused on topics and roles that are member-driven
- **Role-focused Gartner insight** — Members gain access to hard data, fact-based insight and experts with deep domain expertise. Customizable tools, templates and assessments save time and resources



3.1.1 Customized, Proactive Service

The dedicated service delivery team provides a single point of access into Gartner. The team's mission is to help you leverage Gartner and peer insight for your personal and professional goals and priorities:

- Your **Leadership Partner** has experience similar to your job role and meets with you regularly as a coach and sounding board. A kick-off meeting structures a custom, prioritized value plan centered on mutually agreed-upon core improvements and guides your interactions with Gartner and the peer network to maximize the value you receive. WVDEP's assigned Leadership Partner will:
 - Deliver impactful insight on WVDEP's most critical initiatives
 - Challenge conventional wisdom
 - Promote learning and innovation
- Your **Client Success Manager** helps you navigate Gartner resources and is proactive in showing you how to maximize the value of your membership. WVDEP's assigned Leadership Client Manager will:
 - Proactively deliver targeted research and resources
 - Schedule analyst inquiries
 - Highlight and facilitate valuable networking opportunities

3.1.2 Exclusive Peer Community

Through peer collaboration with enterprise IT leaders facing similar challenges, WVDEP will be able to:

- Share real-world experience around critical success factors and common pitfalls
- Validate/refine current approaches and develop new ones when none exist
- Exchange ideas, tips, techniques and tactics
- Understand how others are aligning technology to business requirements, identifying future IT-enabled capabilities and managing project implementation
- Apply Gartner analyst insights and proven tools

Enterprise IT Leaders members receive access to the resources outlined in Table 1, below.

Table 1. Networking Opportunities Available to Gartner for Enterprise IT Leaders Members

Opportunity	Description
Special Interest Groups (SIGs)	Discussion groups that are formed on an ad hoc basis to bring together members with a shared interest in a specific topic. Leadership Partners organize a series of calls to facilitate a group dialogue focused on members' experiences and the issues they face. A successful SIG will address member issues in-depth and provide members with a diverse set of ideas, perspectives and solutions resulting in the development of working peer relationships, actionable steps and best practices, and practical advice and guidance from a member perspective, facilitated by Gartner Leadership Partners.
Bimonthly Webinars	Webinars that provide opportunities to investigate members' "top 10" priorities by exploring strategies and tactics employed by other members, along with insight and context provided by Gartner analysts.
Peer Content	A members-only library, accessed through the My Gartner online portal, that provides access to exclusive research, member-contributed presentations and tools.
Peer Connect	A self-service online directory of IT and business professionals who share unbiased references and opinions on technology products and vendors to help avoid pitfalls and leverage one another's experiences with strategic IT initiatives.
Facilitated Peer Networking	"As needed" interactions among members, facilitated by a service delivery associate.

3.1.3 Security & Risk Management Insight

Resources for each role are aligned based on common themes that Gartner sees, but service delivery is customized for each member. Security and risk management leaders must address multiple challenges related to continuous change and increasing complexity in the business, technology and threat environments. Line-of-business colleagues are not waiting for security leaders to work out the implications of technological change — they are proceeding quickly with testing the new tools of digital business to support their business processes. Shadow IT is reflective of this phenomenon. Furthermore, regulatory compliance will draw security leaders into deeper concerns regarding how safety is provided and environmental control is maintained as part of their mandate. The General Data Protection Regulation (GDPR) requires a level of understanding related to data flows and collection that many organizations seem ill-equipped to address.

Our Security & Risk Management Members are typically most interested in research and advice surrounding:

- FISMA and NIST frameworks and compliance
- Build a Risk-Conscious Culture
- Develop Effective Metrics, Measurement and Reporting
- Improve Integrated Threat, Vulnerability, Incident Management and Response Strategy
- Improve Information Protection and Manage the Insider Threat
- Improve Vendor and 3rd Party Risk Management
- Attract and Retain Experienced Security & Risk Management Professionals
- Security Awareness and Education
- Develop a Unified Identity and Access Management Strategy
- Mature Business-Aligned Security & Risk Management Strategy
- Improve Application Security Lifecycle Management

The member's priorities play a critical role in driving their Engagement plan, as well as determining the research that Gartner does and the services we provide. We have provided a sample Engagement Plan below as an example of the activities a member might participate in.

Figure 1. Engagement is driven through personal service, peers community and Gartner insight

Security & Risk Management Maturity

Proactively protect the information assets with minimal accepted risk to meet the business needs of the organization

Challenges

Mature the practices, processes and reporting for Cybersecurity to ensure that balance between protection and functionality is in place

Expected Outcomes

- **Baseline current Risk & Maturity levels** and identify targeted areas for improvement
- **Identify the acceptable level of risk** and programs required to achieve or minimize that level

Activities

First 30 days

30 – 60 days

60 – 90 days

90 days +

Service Kick Off: Meet with Leadership Partner & Leadership Client Manager to align on strategic areas of engagement moving forward

Leverage ITScore: Complete assessment to create a baseline of your Security & Risk Management maturity level – [ITScore for Information Security](#)

Analyst Inquiry Call: Discuss best organization structure for security and how to improve security risk management practices with Analyst [Tom Scholtz](#)

Attend CISO Huddle: Special Interest Groups (SIG) are exclusive EITL virtual events. Discuss current Cybersecurity topics and threats with true CISO peers

Partner Strategy Consultation: Review ITScore results and create an action plan – [Achieve Level 4 Maturity in Gartner's ITScore for Information Security](#)

Research Application: Evaluate deception as a "low-friction" method to detect lateral threat movement – [Applying Deception Technologies and Techniques to Improve Threat Detection and Response](#)

Partner Strategy Consultation: Accelerate program creation and address common challenges – [Improving Information Security and IT Risk Program Execution With Frameworks and Methodologies](#)

On-Site Workshop: Leadership Partner facilitated workshop with CIO and leadership team – [CIOs Should Manage Technology Risk and Cybersecurity Through the Lens of Business Value](#)

Research Application: CEB Ignition Guide – Managing security incidents – Guide to Developing a Security Incident Response Plan CEB RESEARCH

Leadership Development Coaching: Maintaining a competitive edge – [Five Best Practices to Improve Professional Development in the IT Workforce](#)

Analyst Inquiry Call: Discuss Information Security Management trends and how to prepare for the future with Analyst [Christian Byrnes](#)

Attend Peer Forum Event: Attend member-only EITL Peer Forum, plan 1-1 Peer Connections on Security & Risk Management topics

Note: CEB Research available to EITL Team Plus members only.

3.2 Gartner Research Database

4.1.1 IT Research documents and consulting Gartner or equivalent.

Meets Requirement. Gartner provides all license holders with a commercially available online research database that illuminates intelligent solutions for adopting and implementing

technology in order to unlock value across the organization. The Gartner industry-leading and technically superior research database serves as the basis for all Gartner services, and contains the following distinguishing characteristics:

- Sheer volume, breadth and depth of our available research that is continually refreshed to constantly reflect current technology and business trends.
- Globally recognized proprietary methodologies and 100% original research that bring value and actualized benefits unavailable from any competitor.
- Team of expert analysts, advisors and researchers possessing the experience and knowledge to equip you with truly insightful, strategic guidance on your most critical priorities.
- Rigorous intelligence combined with a deeply collaborative approach to understand your business and your role within it.

3.2.1 Unparalleled Documents

Gartner Research documents far exceed the requirements of this procurement:

- WVDEP will have access to **over 93,000 documents**, including more than 3,700 new documents published in the past year — far more than any competitor. This volume demonstrates Gartner's full view of the entire IT industry — from the needs of the end user through the goals of technology providers.
- We cover an unparalleled **1,300+ topics and trends** such as cloud computing, artificial intelligence, mobility, data analytics, security, enterprise architecture, portfolio management and application trends. We provide Hype Cycles, Magic Quadrants, case studies and much more.
- Reaching beyond IT, Gartner is distinguished by our visibility into challenges and opportunities across the C-suite. Our comprehensive perspective means that we can map the full range of stakeholder needs, impacting the future of your business.
- The Gartner Research Agenda is maintained through a rigorous update process to ensure it stays current and aligned with our clients' most key initiatives. All research is archived after **18 months** unless it is determined to still be relevant and current.

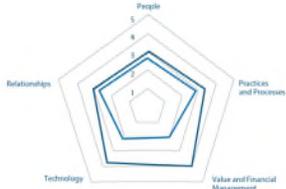
3.2.2 Original Methodologies and Research

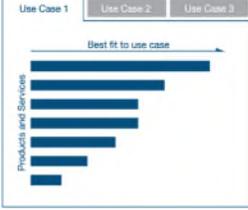
Gartner's compilation of research is technically superior because of its unmatched originality:

- Unlike our competitors, Gartner research is **100% original** — it is created by our own dedicated team of research analysts, does not include any syndicated or third-party research, and provides a compilation of research and value not available elsewhere.
- Gartner brings a unique perspective — Gartner insights are drawn from a fact base including our **495,000 annual one-to-one client interactions, 23,000 annual vendor briefings** and our support for **16,000 client enterprises in approximately 100 countries**.
- Gartner's proprietary methodologies (described on the following pages) cut through the information overload to help clients arrive at the insights they need to chart the right course forward.

- Gartner also brings the world’s largest database of IT key metrics data, with more than 3,000 IT metrics published annually in over 60 current Gartner IT Key Metrics research documents. Use of these metrics helps our clients enable improved budget and investment decisions with regard to the changing environments of business and IT.

Table 1. Gartner Proprietary Methodologies

Gartner Methodology	How These Methodologies Add Value
<p>Gartner IT Scores</p> 	<p>Gartner IT Scores are holistic sets of interactive maturity assessments designed to help CIOs and IT leaders evaluate the maturity of both the IT organization as a provider of IT services, and the enterprise as a consumer of information technology. Unlike other IT maturity assessments, Gartner IT Score measures an organization’s capabilities within the context of enterprise culture, behaviors and capacity for leadership — factors that dramatically impact IT’s effectiveness and its ability to contribute real business value.</p>
<p>Hype Cycles</p> 	<p>Gartner Hype Cycles, such as the Hype Cycle for Cloud Security, provide a customizable, graphic representation of the maturity and adoption of technologies and applications, and how they are potentially relevant to solving real business problems and exploiting new opportunities.</p> <p>Hype Cycles will help WVDEP to:</p> <ul style="list-style-type: none"> • Separate hype from the real drivers of a technology’s commercial promise. • Reduce the risk of their technology investment decisions. • Compare their understanding of a technology’s business value with the objectivity of experienced IT analysts.
<p>Magic Quadrants</p> 	<p>Gartner Magic Quadrants are a culmination of research in a specific market, fully customizable for WVDEP that give a wide-angle view of the relative positions of the market’s competitors. By applying a graphical treatment and a uniform set of evaluation criteria, Gartner Magic Quadrants quickly help clients digest how well technology providers are executing against their stated vision.</p> <p>Magic Quadrants will help WVDEP to:</p> <ul style="list-style-type: none"> • Get quickly educated about a market’s competing technology providers and their ability to deliver on what end users require today and in the future. • Understand how a market’s technology providers are competitively positioned and the strategies they are using to compete for end-user business. • Compare a technology provider’s strengths and challenges with their specific needs.
<p>Vendor Ratings</p> 	<p>Clients use this well-defined methodology to rate IT technology providers — large, small, public or private. Gartner Vendor Ratings assess all the different aspects of a technology provider, such as its strategy, organization, products, technology, marketing, financials and support, to enable WVDEP to:</p> <ul style="list-style-type: none"> • Manage provider portfolio risks while keeping an eye on up-and-coming players and alternate providers. • Understand how providers’ products and services stack up and how they are positioned for long-term survival. • Support key purchase, investment and renewal decisions.

Gartner Methodology	How These Methodologies Add Value
<p>Critical Capabilities</p> 	<p>Gartner Critical Capabilities completes WVDEP's view of the market with deeper insight into vendors' product or service offerings and how these rate against common client-usage scenarios. This essential companion to the Gartner Magic Quadrant enables WVDEP to:</p> <ul style="list-style-type: none"> • Map provider strengths and challenges against specific business requirements. • Narrow down and focus on the product and service criteria most important to you. • Create your own experience with customized use cases based on your unique needs and requirements. • Easily integrate information into your workflow and decision-making process, saving you time.

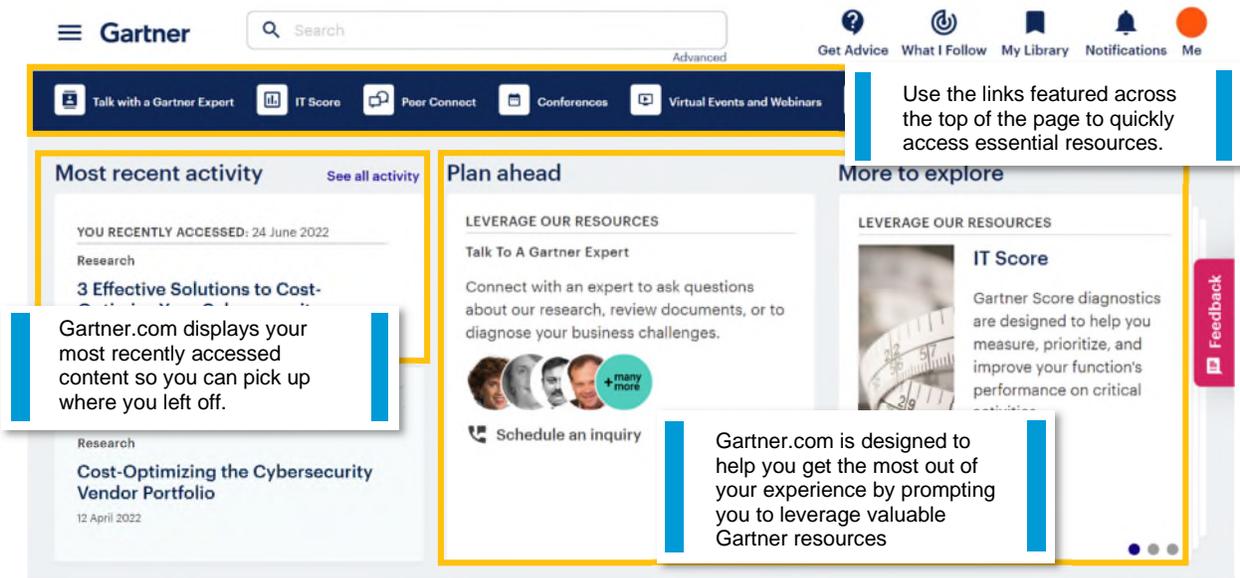
3.3 Gartner.com Experience

A Gartner subscription unlocks access to **gartner.com**, our online insights platform. Gartner's industry-leading and technically superior online research database gives WVDEP **on-demand access to insights, guidance and tools to help WVDEP tackle its critical priorities**. Gartner.com is a unique online experience that is fully customized for WVDEP, with a continuously updated homepage that highlights the research, tools, analysts, peers, videos and webinars that best align with WVDEP's current initiatives and the most recent trends in the industry.

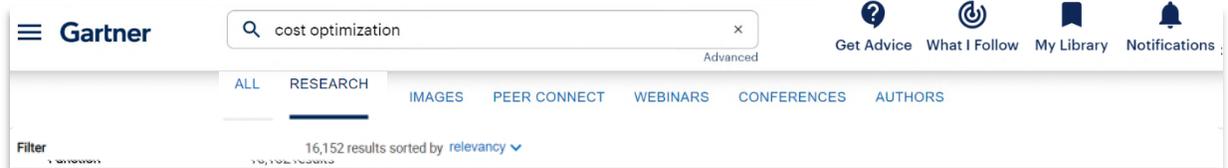
Features of the gartner.com experience include:

- **Personal profile** — Gartner.com creates a unique experience for each licensed user. When users log in for the first time, they complete a personal profile identifying their function and role. This enables Gartner to personalize the homepage to display the most relevant resources for a user's role and current priorities.
- **Intelligent insights platform** — The gartner.com platform is smart, customized and relevant to each user's unique needs. Gartner.com uses a sophisticated algorithm to tailor its user interface to the individual user, curating and recommending resources based on the user's recent activity, usage patterns and preferences, as well as the recent activity of peers. Gartner.com gets smarter every time a user engages with it, saving search time.
- **Intuitive navigation** — In just a few clicks, users can read the latest insights for their current initiatives, schedule an analyst inquiry, connect with peers, register for an upcoming conference and participate in virtual events. Gartner.com also includes quick links that guide users to leverage all resources included in their Gartner subscription.

The gartner.com experience is customized to each licensed user and tailored to WVDEP's priorities and initiatives.

Figure 2. Sample of a personalized gartner.com homepage

3.3.1 Search the Extensive Gartner Research Database



The collective Gartner research database holds over **190,000 documents, including more than 5,000 new documents published annually**. A Gartner subscription provides WVDEP with access to the research and tools relevant to its needs, cutting through the noise and rapidly delivering actionable insights.

To begin exploring Gartner resources, simply input keywords in the search box located near the top of every Gartner page. Gartner's advanced search engine returns the most relevant results across all resources included in a user's subscription, including research documents, tools, templates, Magic Quadrants, figures and infographics, videos, peer discussions, webinars and more. A user can narrow the search results by applying filters based on date, content type, initiative, industry, region, vendor and more.

To help users dive deeper into their research topics, Gartner search results also suggest other questions or search queries related to the research topic. Users are also able to view a snippet of each search result without having to leave the search results page, minimizing the time spent locating the best research or resource for their needs.

Additionally, gartner.com includes a helpful menu for users to explore available Gartner resources at a high level. The menu is accessed by clicking the icon located at the top left of every Gartner page. This menu organizes Gartner resources into intuitive categories, including Topics, Research & Insights, Tools & Benchmarks, Events & Webinars, and more.

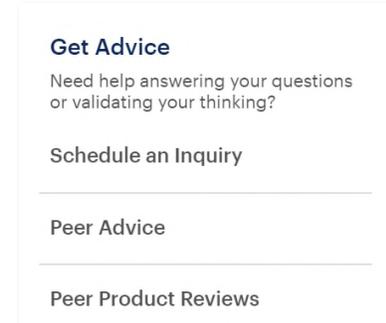
3.3.2 Get Advice from Gartner Experts and Peers

≡ Gartner

Advanced


The Get Advice feature on the gartner.com homepage simplifies the process for licensed users to connect with Gartner experts and peers.

- **Schedule an Inquiry** — Using the Schedule an Inquiry link allows users with analyst access to schedule an inquiry with a Gartner expert, allowing WVDEP to leverage our dedicated team of approximately **2,250 research and advisory experts** for discussions and document reviews.
- **Peer Advice** — **Gartner Peer Connect** is a unique global community where Gartner clients connect with each other to receive decision support on their critical priorities, objective vendor advice and more.
- **Peer Product Reviews** — **Gartner Peer Insights** empowers users to make informed, confident software and service evaluation, purchase and implementation decisions based on the firsthand experiences of IT end user peers.



3.3.3 Keep Track of the Latest Insights and Resources for Your Initiatives

≡ Gartner

Advanced


WVDEP licensed users can save time searching through our research database and stay up to date on the topics that matter most by using the **What I Follow** feature. What I Follow allows users to create customized alerts based on the following parameters:

- **Initiatives** — Users can follow topics relevant to specific initiatives. Making these choices allows the gartner.com platform to recommend more content and topics relevant to WVDEP's goals.
- **Vendors** — By following specific vendors on gartner.com, Gartner helps users save time by quickly delivering the research and insight they need to make informed decisions when considering vendors.
- **Markets** — Users can follow specific IT software and hardware markets to ensure they stay up to date on the latest marketplace developments.
- **Keywords** — As users interact with gartner.com, the platform remembers recent activity and recommends keywords that are relevant to their search history.

3.3.4 Access Gartner Insight On the Go

The **Gartner Mobile** app enables WVDEP licensed users to access Gartner resources from the convenience of their Apple or Android device. Gartner Mobile syncs with a user's profile on gartner.com for a seamless experience.

With Gartner Mobile, users can:

- View a personalized feed of the latest research based on their recent activity, profile and topics they follow.
- Browse, search, read and listen to published research, and save research for offline review.
- Receive notifications for recommendations based on their priorities and interests.

Gartner Mobile is free to download for WVDEP licensed users.

4.1.1.1 IT information for documents or consulting must be provided that is not sponsored or commissioned;

4.1.1.2 IT consulting and documentation must not be sponsored or commissioned within the last 24 months for all IT consulting and documentation whether provided to WVDEP or not.

Meets and Exceeds Requirement. Objectivity and independence are critical aspects of IT research services. Gartner provides a research and advisory service that is completely objective. Our research is **never** done on a "sponsored" or "commissioned" basis, which could potentially compromise our independent objectives. Gartner has not ever produced research on a sponsored or commissioned basis.

3.4 Analyst Inquiry

4.1.1.3 Vendor must have a staff of at least 2000 experts dedicated to writing and contextualizing research.

Meets and Exceeds Requirement. Gartner works with clients to ensure they directly leverage our dedicated team of approximately **2,250** research and advisory experts, who are dedicated to writing and contextualizing research and are available for unlimited discussions, meetings and document reviews. The value our clients gain from one-to-one interactions with our analysts cannot be matched by our competitors. Gartner analysts offer:

- Decades of experience, including hands-on roles in the government.
- Unmetered access that is flexibly available through phone, web or email inquiries.
- Document and contract review services that often lead to millions of dollars of savings for our clients.

3.4.1 Industry-Leading Qualifications

The qualifications and experience of Gartner research analysts are technically superior and provide unique perspective not available elsewhere, as demonstrated by:

- 2,250 research and advisory experts who collectively engage in over **495,000 one-to-one client interactions each year** and 11,000 annual contract reviews for 15,000 client enterprises worldwide.
- Industry-leading analysts that bring deep subject matter expertise, with many analysts having been former IT leaders or CIOs. Gartner's subject matter expert analysts possess an average of **over 15 years of IT industry experience**.
- **19 public sector-focused analysts**, including 14 analysts dedicated to government research, who bring specific experience working with federal, state and local agencies. They possess an average of over 25 years of IT and public sector experience, backgrounds as ex-public-sector CIOs or directors and relevant insight gained from previously leading critical and wide-reaching government initiatives.

3.4.2 Unmetered Access

Gartner provides truly unlimited access to our research analysts. We do not meter usage and we proactively encourage our clients to interact with Gartner analysts as often as possible. Unmetered access means that license holders can:

- **Request an analyst inquiry at any time**, during which a license holder can ask questions or obtain research about their most pressing issues or areas of interest. By equipping license holders with access to these subject matter experts, Gartner can help through every stage of planning, implementing and managing technology initiatives.
- **Request an inquiry with a particular analyst** or let Gartner's account team connect them with the right analyst for their needs. Gartner will leverage our global team of research and advisory experts to help ensure quick delivery of the right expertise at the right time.
- **Benefit from flexible analyst access** available through phone, web or email. Inquiries can be conducted as discussions or written responses, and license holders can request multiple inquiries at once.

3.5 Experienced Peer Partnership

4.1.1.4 Vendor must offer an expert peer partner with 20 years government IT experience with Cyber Security and at least 3 years as an IT director.

Meets and Exceeds Requirement. WVDEP's current Executive Partner, **Glenn Schoonover**, has Cybersecurity experience that spans a variety of sectors. He has more than 20 years of experience at the Director level or higher in the IT sector, including 20 years working for or directly with government clients, as well as 26 years of IT experience with Cyber Security:



Glenn Schoonover

Executive Partner, SRM

Glenn Schoonover, Executive Partner for Security and Risk Management with Gartner, has more than 26 years of IT experience (including more than 20 years

at the Director level or higher), as well as 20 years working for or directly with government clients. Mr. Schoonover served 14 years in the Army in a wide variety of command and staff positions. He completed his military career as first Chief of Network Security at the Pentagon after establishing the Army's first Computer Emergency Response team. He then served in several startups and spent time at Microsoft as a Federal Cyber Security Advisor. He was also the CISO for the State of Vermont and the State of Oklahoma prior to coming to Gartner.

He is experienced in leading organizations to build, refine and mature their Information Security Programs. He has specific experience in developing, assessing and managing information security program compliance with NIST 800-53, and 800-171 as well as policy development and management; risk management program implementation and management; developing and assessing regulatory and framework compliance requirements. He holds a B.S. in Engineering from the United States Military Academy. His industry accreditations include Certified Information Systems Security Professional (CISSP), Healthcare Information Security Privacy Professional (HCISPP) and Certified Information Privacy Professional/Government (CIPP/G).

Mr. Schoonover offers unmatched security expertise for WVDEP built from decades of hands-on experience. Disrupting Glenn's ongoing support and knowledge of WVDEP's challenges and initiatives would increase risk and potentially delay timelines for WVDEP. His extensive experience in leading organizations to build, refine and mature their Information Security Programs, as well as specific experience in developing, assessing and managing information security program compliance with NIST 800-53, and 800-171, policy development, risk management program implementation and regulatory and framework compliance requirements provides unique perspective for WVDEP.

Glenn Schoonover Key Information

Experience	<ul style="list-style-type: none"> • 4 years in total with Gartner • 26 years in IT industry
Education	<ul style="list-style-type: none"> • B.S., Engineering, United States Military Academy

3.6 Gartner Events

4.1.1.5 Vendor must provide tickets to attend a role focused multi-day conference in the USA.

Meets Requirement. The licensed user will receive one (1) Summit ticket. As the world's leading IT conference provider, Gartner provides a global conference experience that delivers new thinking not found anywhere else. Gartner conferences historically attract more than 55,000 IT and business executives, including 8,000 CIOs and 1,500 industry-leading technology providers, to over 75 conferences each year in 22 locations.

Designed to address the actual challenges and scenarios our clients face, each conference features an engaging agenda fueled by comprehensive feedback from Gartner clients and cutting-edge research aligned to your organizational role, project or initiative. These multi-day seminars present in-depth analysis and unbiased insight on a variety of key initiatives and hot topics critical to the success of the business.

Gartner conferences provide the opportunity for individuals and teams to advance projects and key initiatives aligned to their organization's mission critical priorities through relevant learning and insightful advice.

Gartner Summit Conferences align to specific IT and business roles that mirror our research offerings. These role-based Gartner Summit Conferences provide in-depth analysis and insight

on a variety of key initiatives and discuss hot topics critical to the success of the business. Each conference features an engaging agenda fueled by comprehensive feedback from Gartner clients and cutting-edge research aligned to organizational roles and initiatives.

Summit Conferences provide the opportunity to:

- **Get objective, independent research** — Our conferences are a direct extension of Gartner’s industry-leading research services, featuring a breadth and depth of interactive content that no other conference producer in the world can match.
- **Gain a different perspective** — In private one-on-one meetings with Gartner analysts, along with peer group roundtables and interactive workshops, Summit attendees are exposed to new ways of thinking and the latest industry best practices. These are the critical ingredients needed to formulate effective IT and business strategies.
- **Make efficient use of your time** — In a few days, accomplish what would take months to do independently. Attendees can earn certification credits at select Gartner conferences, making time spent more cost-effective. Leaders can also have team members attend to help advance projects and increase collaboration on key initiatives.
- **Review relevant solutions** — Unlike tradeshows, solution providers at Gartner conferences are carefully selected to ensure that they are truly relevant to the event’s role. Typically represented by senior-level executives, the exhibitor component allows attendees to engage in time-efficient, meaningful conversations with solution providers.
- **Form powerful peer connections** — Summit attendees benefit from the most forward-looking and influential IT community in the world. The value of the peer interactions and networking opportunities at these conferences cannot be replicated elsewhere.

Every year Gartner hosts more IT role-focused, multi-day Summit Conferences within the continental United States than any other competing conference provider.

Table 2. Gartner’s 2022 Summit Conferences span multiple roles within the IT organization

Event Name	Date	Location
Virtual Application Innovation & Business Solutions Summit	03 May to 04 May	Americas ET
Security & Risk Management Summit	07 June to 10 June	National Harbor, MD
Virtual Digital Workplace Summit	21 June to 22 June	Americas ET
Data & Analytics Summit	22 August to 24 August	Orlando, FL
Identity & Access Management Summit	22 August to 24 August	Las Vegas, NV
IT Infrastructure, Operations & Cloud Strategies Conference	06 December to 08 December	Las Vegas, NV

The Security & Risk Management Summit and Identity & Access Management Summit also offer accreditation to help advance an attendee’s professional development goals.

4.1.1.6 Vendor must provide access to two (2) members-only events per year focused on security and risk management challenges lasting 1.5 days or more.

Meets Requirement. Beyond our multi-day Summits as described above, we also offer **Special Interest Groups (SIGs)**, which are virtual roundtable discussions that allow clients to gain insights and feedback from their peers on challenges that they face today. Special Interest

Groups are exclusive to members, led by Gartner members and facilitated by Executive Partners. These sessions provide members with a virtual forum for open dialog with those who share common issues. During Special Interest Groups, issues will be addressed with greater depth, more diverse set of ideas, perspectives and solutions. They include Gartner thought leaders, providing a more diverse networking experience.

4.1.1.7 Vendor must publish at least 3,000 focused research documents each year. Published documents must not include tweets, blogs and other social media feeds.

Meets and Exceeds Requirement. WVDEP will have access to **over 93,000 documents**, including more than **3,700 new** documents published in the last year — far more than any competitor. This volume demonstrates Gartner’s full view of the entire IT industry — from the needs of the end user through the goals of technology providers.

Unlike other smaller IT research libraries, Gartner does not consider emails, text messages, tweets, and social media blogs as valid research reports. Gartner provides the largest repository of pre-written material, white papers, company analysis, and market trends in the IT field, making it the only technically acceptable solution for WVDEP.

4.1.1.8 Vendor must provide access to online peer networking that includes a minimum of 30,000 peers through a private portal reserved for IT end user clients and offer subject matter experts only (no IT vendors)

Meets and Exceeds Requirement. Gartner offers many ways for peers to collaborate, including through Gartner Conferences, various peer forums, local briefings and roundtables, one-on-one facilitated conversations and peer group teleconferences. We connect you with true peers, allowing you to broaden your perspective, avoid risky or expensive pitfalls, and expedite the solving of shared challenges. Interfacing with other C-level executives and heads of functions offers uniquely useful perspectives into your most important challenges.

Gartner Peer Connect is a unique global community of Gartner clients connecting with each other for decision support on their mission critical priorities, objective vendor advice and more. **Only Gartner offers a private online peer community, free from any IT vendor or marketer participation.** This means that the advice you receive through this community can be trusted as objective and is not compromised by biased salespeople trying to sell a specific solution.

Figure 3. Only Gartner provides a private online peer community for unbiased insight



Peer Connect offers trusted advice, practical insights and unbiased opinions. Approximately **195,000 Gartner clients participate on Peer Connect**, including **more than 20,000 government clients worldwide** and **7,000 U.S. public sector members**. Within this community, you can independently search for other peers and schedule private one-on-one discussions with them. Forums provide the opportunity for users to request feedback, and 80%

of questions are answered in 48 hours or less. Clients leverage this collective wisdom to save time and money, avoid costly mistakes and implement their initiatives more effectively.

Peer Connect is also accessible through a mobile-friendly website to help users derive even more value from their community membership through increased convenience. Busy members can stay connected anytime, anywhere and on any device. Beyond providing a private forum for asking and answering questions, Peer Connect also includes the following features that inform decision-making and support implementation efforts:

- **Templates** — Ready-to-use tools and templates submitted by members.
- **Articles** — Advice and crowd sourced strategies for tackling key initiatives.
- **Case Studies** — Learn proven methodologies from the forward-looking, real world insights of CIOs and IT leaders.
- **Expert Days** — Interact with leading analysts and follow conversations to identify what topics are trending.

4.1.2 Vendor must provide contract review services to review and provide input and expert analysis.

Meets Requirement. In addition to general inquiries, Gartner analysts are available to provide reviews of documents of 20 pages or fewer. Our analysts provide more than 20,000 strategy reviews, 16,000 proposal reviews and 11,000 contract reviews annually. Gartner clients gain analyst insight on these documents through a 30-minute review session that results in real value. For example:

- Gartner recently helped reduce fees more than **20%** by unbundling a SaaS offering so the client only paid for what it needed.
- We helped a client avoid nearly **15%** increase in costs by pre-negotiation license transfers from acquired businesses rather than buying new licenses.
- Our analysts improved a client's contract by aligning discounts to market ranges and improving protections, which resulted in lowering total costs by more than **35%**.

Gartner also provides contract negotiation advice through three indispensable services:

- **Pricing Proposal and Comparative Analysis** — Identify obscure fees and pay only what you need.
- **Business Terms and Conditions Review** — Find clauses that can lead to unexpected charges, limit your usage rights or add risk.
- **Negotiation Strategy** — Gain effective negotiating strategies to achieve important concessions and real cost savings.

4.1.3 Vendor must assign a leadership partner with 10 or more years of experience in IT management and Cyber Security with US Government systems organizations.

Meets and Exceeds Requirement. Please refer to our response on page 15 for complete details regarding the peer partnership we will provide for WVDEP.

In addition to the dedicated expert peer partner, WVDEP will receive service from an account management team. Gartner delivers the greatest value for IT Research and Advisory Services,

in part because of the specific actions that our Account Executives undertake with their local clients:

- **Contextualized Research** — Not only will WVDEP have access to the industry’s most highly regarded experts and research, the services will be delivered in a personalized, contextualized format by role and key initiative for each Gartner user in two ways: 1) Via a customizable My Gartner home page and Gartner Business Wizard tool that allows each user to identify a specific IT role and key initiatives so that the right research is delivered when it is needed, and 2) Via an account team that is led by a local account executive.
- **Value Plans** — WVDEP will receive customized Value Plans for each licensed user featuring each user’s mission-critical priorities. The Value Plan will align the best resources to these priorities based on where the user is in each project life cycle. In turn, we are able to deliver the most relevant deliverables to each user at the right time. Because research is targeted, users do not have to spend time searching for the information they need.
- **Impact Assessments** — We use Impact Assessments as documented verification that Gartner delivers the value you expect, i.e., cost reduction, decision support, risk mitigation or any other hard dollar or soft-dollar return on investment (ROI) that you share with us. After we have created a Value Plan that captures the contextualized key initiatives and challenges for each user, on a quarterly basis, we will circle back to review not only where we delivered information and value, but also where we need to take additional action to satisfy the key initiatives, based on the value that you expect.
- **On-site Analyst Inquiry** — On occasion, we may have the opportunity to bring an analyst on-site to discuss a hot topic of your choice free of charge, in the form of a roundtable discussion. This “face time” with our analysts is invaluable; it provides the opportunity to sit down with an expert and discuss your most challenging key initiatives from both a business and technology perspective. Through these sessions, you can collaborate with the analyst, ask questions and establish next steps.

4.0 Price Proposal

Table 3. Gartner Solution and Investment Schedule

Gartner Solution	Qty	Investment Period	Unit Price	Total Investment
Gartner for Enterprise IT Leaders — Individual Access Advisor	1	01 Sep 2022 to 31 Aug 2023	\$66,255	\$66,255
Total Investment				\$66,255

Note: The pricing above reflects Multi-user, as opposed to Single-user pricing. This pricing is available to WVDEP on a one-time only basis, for the base period, as WVDEP has existing active licenses. If additional licenses are not purchased by WVDEP with any subsequent renewal, the pricing of the Enterprise IT Leaders: Individual Access Member license shall be at the then current Single-user license price.

4.1 Proposal Validity Period

This Quote is valid for 60 days from 02 August 2022.

4.2 Additional Terms and Conditions

SPECIAL TERMS ADDENDUM

The parties expressly agree the attached special terms listed herein shall control in the areas listed below notwithstanding the language of terms and/or conditions contained in other parts of this solicitation or resultant agreement, and State of West Virginia (“STATE” or “Client”) Terms.

1. A Service Agreement (SA) for subscription-based research and related services (the “Services”) is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.
2. Ownership and Use of the Services. Contractor owns and retains all rights to the Services not expressly granted to STATE. Only the individuals named in this SA (each a “Licensed User”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. STATE 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 STATE may substitute Licensed Users, excerpt from and/or share Contractor research documents within the STATE organization, and quote or excerpt from the Services externally.
3. DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. STATE RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. CONTRACTOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT STATE MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. STATE UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.
4. Client Confidential Information. Contractor agrees to keep confidential any Client-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 Client’s communication to Contractor; or (5) is communicated by STATE to a third party free of any obligation of confidence. Additionally, Contractor may disclose such information to the extent required by legal process.
5. Miscellaneous
 - (a) Assignability. An SA and the rights granted to STATE thereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) Use of Name, Trademark, and Logo. Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(c) Limitation of Liability. To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Minnesota law, such limitation of liability shall be void.”

(d) No Third Party Beneficiaries. This SA is for the benefit of the parties only.

(e) Surviving Clauses. Sections 3, 4 and 5 (b), (c), (d) and (e) shall survive the termination of an individual SA.

4.3 Further Assurances

Gartner Research and Consulting recommendations are produced independently by the Company’s analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see “[Guiding Principles on Independence and Objectivity](#)” on our website, gartner.com or contact the Office of the Ombudsman at ombudsman@gartner.com or +1 203 316 3334.

5.0 Service Descriptions

Service descriptions for the proposed Gartner services are available online via the hyperlinks provided at the following hyperlink: [Gartner for Enterprise IT Leaders Individual Access Advisor](#).

Any questions regarding this Quote should be addressed to:

Kristen Bixler
Account Executive
Gartner, Inc.
56 Top Gallant Road
Stamford, CT 06906
Telephone: +1 317 658 7412
Email: kristen.bixler@gartner.com

This Quote was prepared for the West Virginia Department of Environmental Protection:

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Attachments

Attachments

We have provided the following information as attachments to our response:

- Attachment 1 — Sample Analyst Biographies
- Attachment 2 — Gartner COI

Attachment 1 — Sample Analyst Biographies

Gartner does more than just make our research available — we provide direct support to help you understand what Gartner research means for your organization and ensure maximum benefit for each individual license holder.

Gartner works with our clients to ensure they directly leverage our more than **2,250 dedicated research analysts**, including 15 analysts dedicated to healthcare research, who are available for unlimited discussions, meetings and document reviews. Gartner has four times more analysts than any of our competitors and our analysts are subject matter experts in specific areas (e.g., mobile architecture, business process management), rather than generalists.

Our unrivaled depth and breadth of analysts allow us to offer unlimited access to subject matter experts with specialized focus areas while still providing superior coverage for the full spectrum of IT topics and trends. Gartner's 9:1 client-to-analyst ratio is the lowest in the industry, which will help enable WVDEP to get answers to questions quickly from a subject matter expert.

To demonstrate the qualifications and experience of our research analysts, we have included sample biographies below of analysts that WVDEP would have the ability to interface with.

Cyber Security

Compliance with USA Federal Information Security Management Act



Katell Thielemann

VP Analyst

Katell Thielemann is a VP Analyst focusing on risk and security of cyber-physical systems. In this capacity, Ms. Thielemann provides strategic insights and direction for her clients by helping them understand major market trends, key business issues, leading technology trends and drivers, industry best practices, and future scenarios.

Prior to joining Gartner, Ms. Thielemann held a number of leadership positions at General Electric and Honeywell in global sourcing, program management, P&L, M&A, product management, and strategic planning. These varied backgrounds provide Ms. Thielemann with multifaceted insights on market and business challenges and opportunities.

Katell Thielemann Key Information

Experience

- 8 years in total with Gartner
- 28 years in IT industry
- 23 years in Government industry
- 28 years in Services industry
- 16 years in Manufacturing industry
- 16 years in Transportation industry

Katell Thielemann Key Information	
Education	<ul style="list-style-type: none"> • M.S., Human Centered Computing, UMBC • J.D., University of Maryland • B.A., International Relations, Towson University • D.E.U.G. International Business, Universite Rennes II • Master Certificate Government Contracting, George Washington University • Certified PMP, PMI • GE Certified Master Black Belt • Honeywell Certified Master Black Belt
Top Issues	<ul style="list-style-type: none"> • How do we identify and manage the risks associated with the cyber-physical convergence of technologies? • How is the evolution of cyber-physical systems (CPS) convergence likely to affect my organization's risk profile? • How do we raise awareness of CPS risks, threats and vulnerabilities across our enterprise? • What are leading organizations doing to manage risk and resilience across IT, OT, newly deployed CPSs to include IoT, IIoT, safe cities), supply chain, physical security, and safety? • What are the market trends developing with regard to CPS security products and services?
Key Initiatives	<ul style="list-style-type: none"> • Security and Risk Management Leaders • Cybersecurity and IT Risk • Government Digital Transformation and Innovation

Compliance with Payment Card Industry Data Security Standard



Dana Robyn Ford

Senior Director Analyst, KI Leader

Dayna Ford is a Senior Director Analyst focused on payments within the digital commerce team, which resides in the larger Applications and Software Engineering Leaders group. Ms. Ford's area of expertise includes U.S.-based gateways, processors and acquirers, digital wallets, alternate forms of payment, payment security best practices and payment data reconciliation and analysis.

Previously, Ms. Ford held product management leadership roles with leading payment companies such as Visa, Chase Paymentech, CyberSource and Authorize.Net, where she was responsible for product strategy and execution for product lines serving online and omnichannel businesses from SMBs to large multinationals.

Dana Robyn Ford Key Information	
Experience	<ul style="list-style-type: none"> • 4 years in total with Gartner • 22 years in IT industry • 32 years in Banking, Finance and Insurance industry
Education	<ul style="list-style-type: none"> • B.S., summa cum laude, Southern New Hampshire University
Top Issues	<ul style="list-style-type: none"> • Understanding online payments (i.e., web and mobile) and creating a payment strategy • Understanding and managing payment processing costs and reconciliation • Evaluation and selection of vendors for online payments • Upcoming trends in digital commerce payments • Creating a unified omnichannel payment experience for customers
Key Initiatives	<ul style="list-style-type: none"> • Digital Commerce and CRM Sales Technologies

Products and Services in Cyber Security



Ruggero Contu

Senior Director Analyst

Ruggero Contu is part of a team of analysts who research the emerging security technologies and trends that are impacting commercial and consumer sectors. Focusing on technology product leaders such as tech CEOs, general managers, chief product officers, product managers and product marketers, Mr. Contu develops strategic advice on leveraging emerging technologies and trends to create and deliver highly successful products and services.

In his role as Research Director, Mr. Contu has also been advising Gartner end-user clients on the topics of operational technology (OT) security and threat intelligence, as part of broader research on information security during the last 17 years.

In 2015, he launched and chaired the first Gartner India Security and Risk Summit. Mr. Contu's long-standing research focus on the information security market has enabled him to develop a deep understanding of the technology trends, competitive dynamics and main issues affecting security professionals and technology and service providers (TSPs) in this area.

Alongside his broad coverage of key security technology sectors, Mr. Contu has lately been expanding his coverage on Internet of Things (IoT)-operational technology (OT) security, cloud-based security and threat intelligence services. His research on security is particularly focused on regional trends. His work with TSPs gained him considerable experience in providing advice on the design of optimum go-to-market, product and messaging strategies. This role allows Mr. Contu to help security vendors plan future investments that are aligned with the market direction, security buyers understand how emerging trends can impact their security programs or budgets, and investors identify global growth opportunities for security.

In his previous role at Gartner, Mr. Contu was the leading worldwide market analyst for the IT operations management (ITOM) area. Prior to joining Gartner, Mr. Contu worked at Pernod Ricard, where he helped implement an ERP system dealing with security-related aspects.

Ruggero Contu Key Information	
Experience	<ul style="list-style-type: none"> • 22 years in total with Gartner • 23 years in IT industry
Education	<ul style="list-style-type: none"> • M.S., Information Security, Royal Holloway, University of London • B.A., European Studies, Royal Holloway, University of London, With Honors
Top Issues	<ul style="list-style-type: none"> • Security vendors: Go-to-market planning, product review, comp. landscape, service expansion • Security vendors: Acquisition, partnering and ecosystem planning for forward-looking trends • Security investors: Emerging security technologies and trends, major security market disruptions • Enterprise security buyers: Key security trends for budgeting and forward planning • Enterprise security buyers: Project strategy for threat intelligence services, endpoint security, cloud security projects
Key Initiatives	<ul style="list-style-type: none"> • Digital Workplace Infrastructure and Operations

Risk Management



Malcolm Murray

Managing Vice President, KI Leader

Malcolm Murray is chief of research for Gartner's Risk Management Leadership Council and Audit Leadership Council. He is also a Gartner Fellow and the agenda manager for Strategic Risk Management. He studies best practices for Heads of Enterprise Risk Management and Chief Audit Executives, enabling more than 1,000 executives and more than 40,000 professionals around the world to improve their performance and impact. Mr. Murray has spent more than five years researching and advising risk and audit leaders on how to best manage risk in their organizations and optimize their functions.

In prior roles, Mr. Murray provided advice to corporate executives and heads of government in Asia, Europe, and the U.S. on risk management, strategy development and organizational transformation.

Malcolm Murray Key Information	
Experience	<ul style="list-style-type: none"> • 7 years in total with Gartner • 8 years in IT industry
Education	<ul style="list-style-type: none"> • M.B.A., INSEAD • M.Sc., Stockholm School of Economics • CEMS Master in International Management, Stockholm School of Economics and HEC Paris
Top Issues	<ul style="list-style-type: none"> • Helping risk and audit leaders drive strategic transformation of their functions • Improving the risk governance of organizations • Helping risk and audit functions optimize their use of technology • Driving data and analytics use in risk and audit departments

Malcolm Murray Key Information	
	<ul style="list-style-type: none"> • Improving risk and assurance coverage for organizations
Key Initiatives	<ul style="list-style-type: none"> • Audit Function Strategy and Management • Audit Methodology and Engagement Execution • Audit Planning and Risk Coverage • Enterprise Risk Management Program Management • Risk Management Process

Software Practices of Agile Methodology



Bill Holz

VP Analyst, KI Leader

Bill Holz is a Research VP on the Application Platform Strategies (APS) team in Gartner for Technical Professionals (GTP). Mr. Holz covers a range of technical topics, including software development methodologies (focus on agile) and web development.

Mr. Holz has more than 35 years of industry experience mainly focused on web and mobile development projects and adoption of agile development methodologies. Prior to joining Gartner, he led the Application Development and Enterprise Architecture team at the Project Management Institute (PMI). During his tenure at PMI, he led the implementation of agile development practices, modernization of the application portfolio, delivery of PMI's first mobile application, formation of an enterprise architecture team and acquisition of Gantthead (projectmanagement.com).

Bill Holz Key Information	
Experience	<ul style="list-style-type: none"> • 7 years in total with Gartner • 36 years in IT industry • 36 years in Technology & Telecommunications industry • 14 years in Healthcare industry • 14 years in Government industry
Education	<ul style="list-style-type: none"> • B.S., Electrical and Computer Engineering, Drexel University
Top Issues	<ul style="list-style-type: none"> • Adoption of agile development methodologies and other SDLC best practices • Adoption of DevOps • Application development • Developing web applications • Enterprise agile
Key Initiatives	<ul style="list-style-type: none"> • Application Development for Technical Professionals • Enterprise Applications for Technical Professionals • Application Architecture and Integration for Technical Professionals

Artificial Intelligence Software Vendors and Products



Alexander Linden

VP Analyst

Alex Linden is a Research VP specializing in data science, machine learning and advanced algorithms. Dr. Linden helps clients with making various decisions around data science governance, AI technologies, AI program management. His specialization is to help clients with how to start or expedite their AI / ML journey and how to communicate business value to various stake holders. Dr. Linden is also co-lead of two major Gartner research streams: Gartner's Hype Cycle and Gartner's Use Case Prism.

Prior to rejoining Gartner, Dr. Linden was an entrepreneur, advising The World Bank and Fraunhofer, and he founded two companies himself, one of which, clickworker.com, is still at the forefront of applying microwork (crowdsourcing) to text and image analytics, metadata extraction, and open innovation.

Dr. Linden had his first term at Gartner from 1998 to 2006, where he left as Research VP, Emerging Technologies. During that time, he was worldwide lead on advanced analytics, data mining and semantic technologies, and he initiated Gartner's ongoing series of annual Hype Cycle special reports. Before that, Dr. Linden assumed various midlevel to senior roles at GE and Dresdner Bank as a Data Scientist.

Alexander Linden Key Information

Experience	<ul style="list-style-type: none"> • 9 years in total with Gartner • 36 years in IT industry • 11 years in Banking, Finance and Insurance industry • 10 years in Manufacturing industry • 11 years in Media industry • 21 years in Technology & Telecommunications industry
Education	<ul style="list-style-type: none"> • Postdoc, UC Berkeley • Ph.D., Machine Learning/Computer Science, Bielefeld University • M.S., Computer Science (Computational Linguistics minor), Bonn University
Top Issues	<ul style="list-style-type: none"> • How machine learning and data science can bring business benefit? • How to build, nurture and place data science teams inside the organization? • How machine learning, data science, artificial intelligence will develop? • How AI use cases be prioritized and communicated? • What are the software tools that make this all happen?
Key Initiatives	<ul style="list-style-type: none"> • Artificial Intelligence • Data and Analytics Leaders

Software Vendors and Products



Mike West

Senior Director Analyst

Mike West works on the Software Engineering Strategies team and covers agile transformation, shifting from projects to products, scaling agile, enterprise agile frameworks, organizational strategies and software engineering culture.

Prior to joining Gartner, he worked as a developer and manager in financial services IT at John Hancock and Fidelity Investments and high-tech at Apple. He has extensive experience as a developer, as a manager, and as an analyst in application development methods. And he has logged over 15 years working as an analyst at Gartner.

Mr. West has been an analyst since 1991, covering application development, information risk and cloud.

Mike West Key Information	
Experience	<ul style="list-style-type: none"> • 7 years in total with Gartner • 37 years in IT industry • 19 years in Banking, Finance and Insurance industry • 8 years in Technology & Telecommunications industry
Education	<ul style="list-style-type: none"> • M.B.A., Boston College Graduate School of Management • M.A., Johns Hopkins University • B.A., Williams College
Top Issues	<ul style="list-style-type: none"> • Agile transformation • Shifting from projects to products • Scaling agile • Enterprise agile frameworks • Organization and culture
Key Initiatives	<ul style="list-style-type: none"> • Applications and Software Engineering Leaders

Software Modernization



Howard Eugene Dodd

Senior Director Analyst

Howard Dodd is a Senior Director Analyst in the Software Engineering practice. He helps Software and senior technology leaders create strategies to manage and reduce technical debt while modernizing their enterprise applications and systems.

He specializes in integrating concepts from enterprise architecture, software development, application architectures and software economics into application strategies.

Mr. Dodd has led innovation, software engineering and enterprise architecture teams that developed and delivered critical business functions.

He has led teams through building investment portfolios, workforce design, application management and integrating innovation processes into agile environments.

Howard Eugene Dodd Key Information	
Experience	<ul style="list-style-type: none"> • 1 years in total with Gartner • 31 years in IT industry • 13 years in Healthcare industry • 11 years in Government industry • 3 years in Banking, Finance and Insurance industry
Education	<ul style="list-style-type: none"> • University of Manitoba • Munro College
Top Issues	<ul style="list-style-type: none"> • Develop strategic approach to application modernization • Devising strategies for effective usage of technologies to drive application modernization, manage technical debt and accelerate cloud migration • Enterprise architecture for agile and traditional delivery models • Applying innovation methods to increase value delivery • Application management practices
Key Initiatives	<ul style="list-style-type: none"> • Applications and Software Engineering Leaders • Software Engineering Practices • Software Engineering Technologies

Data Privacy



Bart Willemsen

VP Analyst

Bart Willemsen is a VP Analyst with a focus on all privacy-related challenges in an international context, as well as on ethics and the technology intersection. He is a Fellow of Information Privacy (FIP) with a broad and in-depth history of experience across industries. With detailed knowledge of privacy worldwide, he is also proficient in security/risk management strategy.

Certified in both the security and privacy areas (CISM, CISA, CIPP/E, and CIPM), and with FIP accreditation, Mr. Willemsen brings broad, multidisciplinary knowledge and best practices to his clients.

Mr. Willemsen's previous job responsibility included implementing, auditing and overseeing integral privacy and security programs and compliance strategies for holding companies and their subsidiaries.

He has worked for over 13 years at various international businesses and was a (Chief) Privacy and Security Officer. He represented multiple companies as a member in the Dutch National PT Board working party for information management and the privacy workgroup and was involved in consultation rounds for previous (European) data protection legislation.

Bart Willemsen Key Information	
Experience	<ul style="list-style-type: none">• 6 years in total with Gartner• 14 years in IT industry• 13 years in Transportation industry• 9 years in Healthcare industry• 3 years in Banking, Finance and Insurance industry
Education	<ul style="list-style-type: none">• B.A., (B-ICT) Business Informatics, Information Security, Wageningen and EPBS• B.A., (B-ICT) IT Management, E3 Maastricht
Top Issues	<ul style="list-style-type: none">• Customer and employee privacy and data protection concerns• Developing privacy, incident response, security, audit and compliance programs• Reviewing guidelines, privacy and risk management programs, policies, (white)papers• Ethical challenges in business and society• Artificial Intelligence related privacy and ethics concerns
Key Initiatives	<ul style="list-style-type: none">• Cybersecurity and IT Risk• Security and Risk Management Leaders• Cybersecurity and IT Risk



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Gartner, Inc. 56 Top Gallant Road PO Box 10212 Stamford CT 06904-2212 USA	INSURER A: American Casualty Co. of Reading PA		20427
	INSURER B: Valley Forge Insurance Co		20508
	INSURER C: National Fire Ins. Co. of Hartford		20478
	INSURER D: Continental Casualty Company		20443
	INSURER E: The Continental Insurance Company		35289
	INSURER F: AIG Specialty Insurance Company		26883

COVERAGES **CERTIFICATE NUMBER:** 570093560928 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6081135048	06/30/2021	06/30/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6081318420	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	6011488543	06/30/2021	06/30/2022	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	585006231	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A		N/A	Y	AOS 585006276 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
F	E&O-MPL-Primary	Y	Y	013599052 Cyber/Privacy/Claims SIR applies per policy terms & conditions	06/30/2021	06/30/2022	Professional Liab. Cyber Retention	\$10,000,000 \$10,000,000 \$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respects to the General Liability, Automobile Liability and Professional Liability policies. The General Liability and Automobile Liability policies evidenced herein is Non Contributory to other insurance available to the Certificate Holder, but only to the extent required by written contract with the Insured. In addition, a Waiver of Subrogation can be granted in favor of Certificate Holder as required by written contract but limit to the operations of the Insured under said contract, with respect to the General Liability, Automobile Liability, Professional Liability and workers' Compensation policies. Umbrella Liability policy follows form of underlying coverage: General

CERTIFICATE HOLDER WV Dept. of Environmental Protection 601 57th Street SE Charleston WV 25304 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570093560928

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Gartner, Inc.	
POLICY NUMBER See Certificate Numbe 570093560928			
CARRIER See Certificate Numbe 570093560928	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Lloyd's Syndicate No. 5361	1045F1
INSURER H: Federal Insurance Company	20281
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A	Y	585006326 Retrospective	06/30/2021	06/30/2022		
	OTHER							
H	EPL - Primary			82611717 Claims Made SIR applies per policy terms & conditions	10/15/2021	10/15/2022	Limit per Occurrence	\$10,000,000
							Retention	\$1,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Gartner, Inc.	
POLICY NUMBER See Certificate Numbe 570093560928			
CARRIER See Certificate Numbe 570093560928	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Liability, Automobile Liability and Employer's Liability policies.



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Consulting

Proc Folder: 1058469			Reason for Modification:
Doc Description: BTO216-22 IT Consulting Contract - Enterprise IT Leaders			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-07-19	2022-08-02 13:30	CRFQ 0313 DEP2300000001	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : Gartner, Inc.

Address : See below

Street : 56 Top Gallant Road

City : Stamford

State : CT **Country :** United States **Zip :** 06906

Principal Contact : Kristen Bixler

Vendor Contact Phone: +1 317 658 7412 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

**Vendor
 Signature X**

FEIN# 04-3099750

DATE 01 August 2022

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Environmental Protection referred to as WVDEP or agency to establish a contract for IT Consulting services per the attached specifications and terms and conditions.

INVOICE TO**SHIP TO**

ENVIRONMENTAL
PROTECTION
OFFICE OF ADMINISTRATION
601 57TH ST SE
CHARLESTON WV
US

ENVIRONMENTAL
PROTECTION
601 57TH ST
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Consulting Services for Enterprise IT Leaders	1.00000	EA	\$66,255	\$66,255

Comm Code	Manufacturer	Specification	Model #
81141902			

Extended Description:

Consulting Services for Enterprise IT Leaders

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division’s website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor’s act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

"

"The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

Revised 07/01/2022

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) _____

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
IT Consulting

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Environmental Protection referred to as WVDEP or agency to establish a contract for IT Consulting services.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Services”** means IT Consulting services as more fully described in these specifications.

 - 2.2 “Pricing Page”** means the pages contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1.** Vendor must have IT Consultants with 10 or more years of experience in each of the following areas that are available for an unlimited number of one off consulting sessions of 30 minutes or more.
 - 3.1.1. Cyber Security**
 - 3.1.1.1.** Compliance with USA Federal Information Security Management Act.

 - 3.1.1.2.** Compliance with Payment Card Industry Data Security Standard.

 - 3.1.1.3.** Products and services in Cyber Security.

 - 3.1.1.4.** Risk management.

REQUEST FOR QUOTATION
IT Consulting

- 3.1.2. Software practices of Agile Methodology.
- 3.1.3. Artificial Intelligence software vendors and products.
- 3.1.4. Software Vendors and products.
- 3.1.5. Software Modernization.
- 3.1.6. Data Privacy.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 IT Research documents and consulting Gartner or equivalent.

- 4.1.1.1 IT information for documents or consulting must be provided that is not sponsored or commissioned.
- 4.1.1.2 IT consulting and documentation must not be sponsored or commissioned within the last 24 months for all IT consulting and documentation whether provided to WVDEP or not.
- 4.1.1.3 Vendor must have a staff of at least 2000 experts dedicated to writing and contextualizing research.
- 4.1.1.4 Vendor must offer an expert peer partner with 20 years government IT experience with Cyber Security and at least 3 years as an IT director.
- 4.1.1.5 Vendor must provide tickets to attend a role focused multi-day conference in the USA.
- 4.1.1.6 Vendor must provide access to two (2) members-only events per year focused on security and risk management challenges lasting 1.5 days or more.

REQUEST FOR QUOTATION
IT Consulting

4.1.1.7 Vendor must publish at least 3,000 focused research documents each year. Published documents must not include tweets, blogs and other social media feeds.

4.1.1.8 Vendor must provide access to online peer networking that includes a minimum of 30,000 peers through a private portal reserved for IT end user clients and offer subject matter experts only (no IT vendors)

4.1.2 **Vendor must provide contract review services** to review and provide input and expert analysis.

4.1.3 **Vendor must assign a leadership partner** with 10 or more years of experience in IT management and Cyber Security with US Government systems organizations.

4.1.4 The current contract, ADO ISC2100000584, began on April 1, 2021, and expired on March 31, 2022, and was under the West Virginia Statewide Master Agreement ITCONSULT20.

4.1.5 Any reinstatement fees must be included in bid, if applicable.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by putting the price on the commodity line in WV Oasis. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

REQUEST FOR QUOTATION
IT Consulting

PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by the Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

6. PAYMENT: Agency shall pay a flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. TRAVEL:

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

8. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

8.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

8.2. Vendor will be responsible for controlling cards and keys and will pay a replacement fee if the cards or keys become lost or stolen.

8.3. Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.

8.4. Anyone performing under this Contract will be subject to the Agency's security protocol and procedures.

8.5. Vendor shall inform all staff of the Agency's security protocol and procedures.

9. VENDOR DEFAULT:

9.1. The following shall be considered a vendor default under this Contract.

REQUEST FOR QUOTATION
IT Consulting

- 9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 9.1.2. Failure to comply with other specifications and requirements contained herein.
 - 9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 9.1.4. Failure to remedy deficient performance upon request.
- 9.2. The following remedies shall be available to the Agency upon default.
- 9.2.1. Immediate cancellation of the Contract.
 - 9.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kristen Bixler
Telephone Number: +1 317 658 7412
Fax Number: N/A
Email Address: kristen.bixler@gartner.com