



**CONTRACT AMENDMENT # 2
RENEWAL#2
REMAINING RENEWALS -2**

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	Gartner Inc.
Contract Number:	99999-SPD-SPD0000208-0014
Solicitation/Event Name:	Management Consulting Services
Contract Award Date	4/11/2023
Current Contract Term:	4/11/2025-4/10/2026

WHEREAS, the Contract is in effect through the Current Contract Term as defined above, and the parties hereto now desire to amend the contract to renew for an additional twelve (12) months.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the **contract** will be renewed for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	4/11/2026
End Date of New Contract Term:	4/10/2027


The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term."

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.


3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services during the term of this Extension, the new contract shall supersede this extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Gartner, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Karoline Bonacci VP, Contrn CtS
Date:	12/18/2026
Company Address:	56 Top Gallant Road Stamford, CT - 06902-7700

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person	Carrie Steele Deputy Commissioner - State Purchasing
Date:	3/27/2026
Company Address:	200 Piedmont Avenue, S.E. Suite 1804, West Tower Atlanta, Georgia 30334-9010

Management Consulting Statewide Agreement **Terms and Conditions**

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Definitions and General Information. The following words shall be defined as set forth below:

“Acceptance” means written confirmation by User Entity that Consultant has completed a Deliverable according to the Acceptance Criteria and accepted for purposes of interim payment. The term is distinct from “Final Acceptance”

“Acceptance Criteria” means the criteria for accepting Deliverables required by this Agreement and the applicable Statement of Work, including but not limited to all specifications and requirements in the Statement of Work and warranties provided therein and hereunder.

“Agency” means the Department of Administrative Services of the State of Georgia.

“Agreement” or **“Statewide Agreement”** means the agreement between the Agency and Consultant as defined by the Management Consulting Statewide Agreement form and its incorporated documents.

“Authorized Representative” means a person representing a party to this Agreement who is authorized to make commitments and decisions on behalf of the party regarding the performance of the Statement of Work. Authorized Representatives shall be identified in the Statement of Work.

“Business Days” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Easter Time, excluding State of Georgia holidays.

“Change Order” means a form of Agreement amendment that makes changes or modifications to the Statement of Work within the Scope of this Agreement.

“Consultant” means the provider of the Services and Deliverables under the Agreement.

“DOAS” means the Georgia Department of Administrative Services

“Deliverables” means all Work Product Consultant is required to deliver to User Entity under this Agreement.

“Delivery Schedule” means that attribute of the Statement of Work setting forth the completion date of each Milestone and the delivery date for each Deliverable.

“Final Acceptance” means the User Entity has accepted all Agreement Deliverables and Change Orders in accordance with the terms of this Agreement.

“Key Persons” means Consultant’s Authorized Representative, the Project Manager and all other Consultant personnel designated in the Statement of Work.

“Management Consulting Statewide Agreement” or **“Agreement”** means the agreement between the Agency and Consultant as defined by the Management Consulting Statewide Agreement Form and its incorporated documents.

“Management Consulting Statewide Agreement Form” means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Consultant’s Response to the RFX, the final pricing documentation for the

Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by Consultant to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless DOAS has accepted Consultant's objection or amendment in writing. The Management Consulting Statewide Agreement Form is defined separately and referred to separately throughout the Management Consulting Statewide Agreement Terms and Conditions as a means of identifying the location of certain information.

"Milestone" means a specific group of Tasks or Deliverables identified as a Milestone in the Statement of Work.

"Project Manager" means Consultant's representative who manages the processes and coordinates the Services with User Entity's Authorized Representative to ensure delivery of the Deliverables and completion of Milestones. Consultant's Project Manager is the person so identified in the Statement of Work.

"Purchase Instrument" means the documentation issued by the User Entity to Consultant for a purchase of goods and services in accordance with the terms and conditions of the Agreement. It may include an identification of the items to be purchased, the delivery date and location, the address where Consultant should submit the invoices, and any other requirements deemed necessary by the User Entity.

"Response", "Consultant's Response" or "Final Response" means Consultant's submitted response to the RFX, including any modifications or clarifications accepted by the DOAS.

"RFX" means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Management Consulting Statewide Agreement Form that was issued to solicit the services that are subject to the Agreement.

"Schedule of Deliverables" means that attribute of the Statement of Work that describes each Task, and Deliverable, measurable attributes of each Deliverable and Milestone with identification of the Services activities that are associated with them, and a planned completion date for each Milestone and Deliverable.

"Services" means all effort to be expended by Consultant as set forth in the Statement of Work and as further defined herein.

"State" means the State of Georgia, the Agency, User Entities, and any other authorized state entities issuing Purchase Instruments against the Agreement.

"Statement of Work" means the means the document that describes the Services to be provided by Consultant including the Tasks, Deliverables and Milestones, the measurable attributes of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties including Amendments.

"Task" means a segment of the Services to be provided by Consultant under this Agreement.

"Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or Consultant and contained in or necessary for the use, or optimal use, of the Deliverables. Third Party Intellectual Property includes COTS Software owned by Third Parties, and derivative works and compilations of any Third-Party Intellectual Property.

"User Entity" or "User Entities" means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled or required to make purchases from this Agreement.

"Work Product" means Deliverables required to be provided to the User Entity by Consultant or Consultant's subcontractors or agents (either alone or with others) for delivery to the User Entity pursuant to the Agreement. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include

any Agency or User Entity Intellectual Property, Consultant Intellectual Property or Third-Party Intellectual Property.

2. **Term.** The term of this Agreement shall be for a period of two (2) years. In the event that this Agreement shall terminate or be likely to terminate prior to the making of an award for a new Agreement for the identified services, the User Entity may, with the written consent of Consultant, extend this Agreement for such period as may be necessary to afford the State a continuous supply of the identified services. Additionally, should this Agreement terminate or expire, existing statements of work shall continue pursuant to the terms of this Agreement.
3. **Certified Source of Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies Consultant as a source of supply to the User Entities of the Services identified in this Management Consulting Statewide Agreement. Orders utilizing Statements of Work shall be placed individually and from time to time by the User Entities. The execution of this Agreement only establishes Consultant as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
4. **Scope of Services.**
 - a. **Performance and Delivery.** Consultant agrees to perform for the User Entity the services set forth in the Statement of Work issued by User Entity pursuant to this Agreement and executed by both User Entity and Consultant. Such services are hereinafter referred to as the "Services."
 - b. **Responsibilities of Consultant.** Consultant shall perform the Services and deliver the Deliverables according to this Agreement including the Acceptance Criteria and the Statement of Work. Consultant shall provide all reports required by the RFX and Statements of Work.
 - c. **Delivery and Review of Deliverables**
 - i. Consultant shall deliver Deliverables and complete Milestones as set forth in the Statement of Work by no later than the date or dates set for delivery in the Statement of Work. Delivery dates, both critical and non-critical, are set forth in the Statement of Work and are subject to User Entity performing its responsibilities in a timely manner.
 - ii. Consultant shall provide written notice to User Entity upon delivery of a completed Deliverable to User Entity. By no later than (i) Fifteen Days after receipt of such notice, or (ii) the date set forth in the Delivery Schedule for User Entity's review, User Entity shall determine whether the Deliverable meets Acceptance Criteria set forth in the Agreement including the Statement of Work. If User Entity determines that the Deliverable meets, in all material respects, Acceptance Criteria, User Entity shall notify Consultant of User Entity's Acceptance. User Entity's acceptance of any Deliverable will not be construed as a waiver of User Entity's rights under this Agreement for any defect that was not discovered, or reasonably could have been discovered by User Entity in reviewing such Deliverable.
 - iii. If the User Entity determines that a Deliverable does not meet, in all material respects, the Acceptance Criteria, User Entity shall notify Consultant in writing of User Entity's rejection of the Deliverable and describe in reasonable detail in such notice the User Entity's basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, Consultant shall, within a fifteen-calendar day period, modify or improve the Deliverable at Consultant's sole expense so that the Deliverable meets, in all material respects, Acceptance Criteria, and notify the User Entity in writing that it has completed such modifications or improvements and re-tender the Deliverable to User Entity. User Entity shall thereafter review the modified or improved Deliverable within fifteen calendar days of receipt of Consultant's delivery of the Deliverable. Failure of the Deliverable to meet in all material respects, the Acceptance Criteria after the second set of Acceptance Tests shall constitute a default by Consultant. In the event of such default, Agency or User Entity may either (i) notify Consultant of such default and instruct Consultant to modify or improve the

Deliverables as set forth in this section 2.3.3, or (ii) notify Consultant of such default and instruct Consultant to cease work on the Deliverable, in which case Consultant shall refund to User Entity all amounts paid by User Entity related to such Deliverable. Such refund shall be in addition to, and not in lieu of, any other remedies User Entity may have for Consultant's default.

- iv. **Final Acceptance.** Final Acceptance means the User Entity has accepted all Agreement Deliverables and Change Orders in accordance with this Section.

5. **Acceptance of Services.** Consultant shall provide written notification of completion of any Deliverables, or other performance of services, to User Entity. User Entity shall have fifteen (15) calendar days from the date of receipt of the notice of completion to provide Consultant with written notification of acceptance or rejection due to unsatisfactory performance. Consultant shall, as quickly as is practicable, correct at its expense all deficiencies caused by Consultant. In the event User Entity does not accept or reject the Services within the said 15 days the Services shall be deemed to be accepted by User Entity.
6. **Compensation and Payment.** Cost shall be at the rates that Consultant quoted in response to the RFX or at additionally reduced rates as negotiated by User Entity. User Entity shall pay Consultant for Services in accordance with the Payment Schedule contained in the Statement of Work, within thirty (30) days after receipt of Consultant's invoice provided that the Services invoiced for have been accepted by the User Entity as hereinafter provided. Unless otherwise agreed in writing by the User Entity and Consultant, Consultant shall not be entitled to receive any other payment or compensation from the User Entity for Services provided by or on behalf of Consultant under the Agreement. Consultant shall be solely responsible for paying insurance premiums and all other costs, expenses, and charges it incurs in connection with its performance under the Agreement. The SOW must include all travel costs and travel expenses must be in accordance with the State Travel Policy <https://sao.georgia.gov/state-travel-policy>. Consultant's invoices for any travel expenses must comply with and shall be submitted in accordance with the State Travel Policy.

If the User Entity in good faith determines that Consultant has failed to perform or deliver any service or deliverable as required by the Agreement, Consultant shall not be entitled to any compensation under the Agreement for such Service or Deliverable until such Service, or Deliverable is performed or delivered. In this event, the User Entity may withhold that portion of Consultant's compensation which represents payment for Services or Deliverables that were not performed or delivered until such time as the Service or Deliverable is performed or delivered. The User Entity's authority to withhold payment shall not in any way affect the User Entity's authority to terminate a Statement of Work or the Agency's sole authority to terminate this Agreement.

7. **Independent Contractor.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Consultant nor any of Consultant's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Consultant shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any Agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement.
8. **Intellectual Property Rights.** Intellectual property rights, other than those outlined in Section 11(i) of this Agreement, shall be as specified in the Statement of Work.
9. **Non-Exclusive Rights and Competing Services.** The Agreement is not exclusive. The State reserves the right to select other consultants to provide goods and services similar to goods and services described in the Agreement during the term of the Agreement. Subject to the provisions of this section, and Consultant's obligations with respect to confidential information, as defined in this agreement and any SOW's issued pursuant thereto, nothing in this Agreement shall preclude or limit in any way the right of Consultant to: (i) provide the

services similar to those contemplated in this Agreement, or, consulting or other services of any kind or nature whatsoever to any individual or entity as Consultant in its sole discretion deems appropriate, or (ii) develop for Consultant or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables. Each party shall be free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other. Consultant may not participate as a contractor or subcontractor in any procurement conducted by the State that is related to services/deliverables provided by Consultant under any Statement of Work issued pursuant to this Agreement, unless specifically authorized by the DOAS Deputy Commissioner of Purchasing in writing. Consultant may not utilize or disclose information obtained during performance of this Agreement that may provide a competitive advantage to one or more suppliers in a contract or a competitive solicitation related to services rendered under this Agreement.

10. No Minimums Guaranteed. This Agreement does not guarantee any minimum level of purchases.

11. Warranty. Except as modified in a Statement of Work, Consultant warrants that in performing the Services:

- a. Consultant will comply with the descriptions and representations as to the Services, including performance, capabilities, accuracy, completeness, characteristics, specifications, standards, functions and requirements that are specified in the relevant Statement of Work, and which otherwise appear herein, and Consultant and any employees of Consultant will perform the Services on time;
- b. Consultant's Services and Deliverables will conform to generally applicable standards in the industry;
- c. The Services will not be in violation of any applicable law, rule or regulation, and Consultant will obtain all permits required to comply with such laws and regulations;
- d. Consultant represents and warrants that to the best of its knowledge all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Agreement shall be wholly original with Consultant or that Consultant has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. Consultant represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Agreement to the best of Consultant's knowledge shall not infringe upon any other work, other than material provided by the State to Consultant to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. Consultant represents and warrants that to the best of Consultant's knowledge, it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Agreement. Consultant is not responsible for any breaches of the foregoing warranties caused by (i) modifications made to the item in question by anyone other than Consultant, its subcontractors working at consultant's direction, or others authorized by Consultant; (ii) the combination, operation, or use of the item with other items Consultant did not supply, recommend, or authorize and which are not required for functionality; (iii) the State's failure to use any new or corrected versions of the item provided by Consultant; or (iv) Consultant's adherence to the State's specifications or instructions.
- e. Consultant will screen all employees supplied to User Entities to ensure that each employee is fully qualified to perform the Services, and if required by law or ordinance, is validly licensed and/or has obtained all requisite permits to perform such Services for User Entities.
- f. Consultant represents and warrants that it has full authority to enter into the Agreement and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber, or interfere with the rights granted to the State, including but not limited to the Agency and User Entities.

- g. Consultant warrants that no State vehicles will be used by Consultant for the performance of services under this Agreement. Consultant shall be responsible for providing transportation necessary to perform all services.
- h. Consultant represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Consultant pursuant to the Agreement are or will be fully satisfied by Consultant so that the State and User Entities will not have any obligations with respect thereto.
- i. Consultant represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in Consultant until fully paid for by the State Entity. Except as otherwise expressly authorized by the State Entity, all Deliverable materials produced by Consultant personnel in performance of Services, including but not limited to Deliverables comprised of software, charts, graphs, diagrams, videos and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Georgia upon full payment by the State Entity, except for Consultant intellectual property, tools, technologies, and methodologies that preexist the Services or are created outside of the terms of this Contract and performance of the Services, that Consultant uses for performing the services, and all modifications and derivatives thereof ("Consultant IP") the State shall have a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use Consultant IP contained in the Deliverables for use in connection with the Deliverables upon full payment by the State Entity.

Subject to the State Entity's obligation to pay, any information, advice, recommendations or other content of any reports, presentations or other communications provided under this Contract ("Reports") shall be owned by the State Entity and shall be a public record. State Entity may not rely on any draft Report. Consultant shall not be required to update any final Report for circumstances of which Consultant becomes aware, or events occurring after its delivery. Consultant may use data, software, designs, utilities, tools, models, systems or other methodologies and know-how ("Materials") that Consultant owns or licenses in performing the Services. Notwithstanding the delivery of any Reports, Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them.)

12. Indemnification.

Consultant does hereby indemnify and shall hold harmless the State and State officers, employees, agents, and volunteers (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all third party claims, demands, causes of action, actions, judgments, or other liability including attorneys' fees (other than liability solely the fault of the Indemnified Party) to the extent arising out of, resulting from or in connection with (1) the violation by Consultant or any employee, agent or subcontractor utilized or employed by Consultant of any third party's trade secrets, proprietary information, trademarks, copyright, patent rights, or other intellectual property rights; (2) Any negligent, intentional or wrongful act or omission of Consultant or any employee, agent or subcontractor utilized or employed by Consultant that results in injuries or death to persons or damage to real or tangible personal property, including theft; (3) the failure of Consultant or any employee, agent or subcontractor utilized or employed by Consultant to perform all obligations owed to its employees including any claim Consultant employees might have or make for privilege, compensation, or benefits under any State employee benefit plan; (4) the failure of Consultant or any employee, agent or subcontractor utilized or employed by Consultant to pay any and all sums that are due and owing to the Internal Revenue Service for withholding, FICA, and unemployment or other state and federal taxes (5) Any failure by Consultant to adhere to the confidentiality provisions of this Agreement.

To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), Consultant (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, Consultant and

its insurers waives any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

Consultant's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. It is hereby clarified that Consultant shall not be liable to indemnify a User Entity for any claims where such claim results from merely following the instructions provided by the User Entity.

13. Limitation of Liability. The following limitation of liability provisions shall apply except as otherwise provided in a Statement of Work:

- a. Except as otherwise provided herein, Consultant's liability for damages to the State for any cause whatsoever under a Statement of Work shall be limited to two times the amount payable under the applicable Statement of Work.
- b. No limitation of Consultant's liability to the State shall apply to Consultant's liability for (a) loss of or damage to real or tangible personal property; (b) claims for personal injury or bodily injury, including death; (c) claims resulting from gross negligence, recklessness, willful and wanton misconduct, intentional misconduct, or bad faith; (e) Consultant's indemnification obligations hereunder; (f) data loss or security breach; (g) breach of confidentiality obligations; (h) any loss or claim to the extent such loss or claims is covered by a policy of insurance maintained, or required by this Agreement to be maintained, by Consultant.
- c. Nothing herein shall limit or affect Consultant's liability for claims brought by any third party.

14. Key Personnel. In the event that any "Key Personnel" are listed in the Statement of Work, the parties agree that such personnel are essential to the Services offered pursuant to the Statement of Work. The parties further agree that should any such Key Personnel no longer be employed by Consultant during the term of this Agreement, for whatever reason, User Entity shall have the right to terminate its Statement of Work for convenience on fifteen (15) days written notice to Consultant if Consultant is unable to provide a suitable replacement for such Key Personnel. Any replacement personnel are subject to approval by User Entity.

15. Termination:

- a. Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Agreement will terminate immediately and absolutely if the User Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Entity cannot fulfill its obligations under the Statewide Contract, which determination is at the User Entity's sole discretion and shall be conclusive.
- b. Each party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize). Upon termination of the Agreement, existing Statements of Work shall continue pursuant to the terms of this Agreement.
- c. User Entity and Consultant each have the right to terminate a Statement of Work if the other party breaches or is in default of any material obligation hereunder which has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize).

- d. Following thirty (30) days' written notice, each party may terminate the Agreement for convenience in whole or in part without the payment of any penalty or incurring any further obligation to the other party. Upon termination of the Agreement, existing Statements of Work shall continue pursuant to the terms of this Agreement.
- e. Following thirty (30) days' written notice, User Entity may terminate a Statement of Work for convenience in whole or in part without the payment of any penalty or incurring any further obligation to the other party. Following termination upon notice, Consultant shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Agreement to User Entities up to and including the date of termination.
- f. This Agreement may be terminated at any time upon mutual written agreement of the parties.
- g. In the event of termination of a Statement of Work for any reason by a User Entity, the User Entity shall pay only those amounts, if any, due and owing to Consultant for the Services actually rendered up to the date specified in the notice of termination for which the User Entity are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of Consultant's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by Consultant in its performance of the Statewide Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Agreement.
- h. Upon receipt of notice of termination of a Statement of Work by a User Entity, Consultant shall not engage in any new Statements of Work under this Agreement without the written approval of DOAS. In the event the termination for default is rescinded, DOAS approval of a new Statement of Work shall no longer be required.
- i. Upon receipt of notice of termination or upon request of DOAS, Consultant shall:
 - i. Cease work under the Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the User Entity may require;
 - ii. Immediately cease using and return to User Entity, any personal property or materials, whether tangible or intangible, provided by User Entity to Consultant;
 - iii. Comply with User Entity's instructions for the timely transfer of any active files and work product produced by Consultant under the Agreement, provided that Consultant shall have no liability in connection with work product identified as incomplete or in progress when delivered to the User Entity upon termination;
 - iv. Cooperate in good faith with User Entity, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
 - v. Promptly return to User Entity any payments made by User Entity for goods and services that were not delivered or rendered by Consultant.

16. Confidentiality: Consultant's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out Consultant's responsibilities under the

Agreement. Consultant shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by the State.

- a. If it is reasonably likely that Consultant will have access to the State's confidential information, then:
 - i. Consultant shall provide to the User Entity a written description of Consultant's policies and procedures to safeguard confidential information, which policies and procedures must be reasonably acceptable to User Entity;
 - ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - iii. Consultant must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by Consultant in connection with the performance of the Agreement; and
 - iv. Consultant shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Agreement.

The private or confidential data shall remain the property of the State at all times. Some services performed for the State may require Consultant to sign a nondisclosure agreement. Consultant understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Agreement.

No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Agreement or thereafter. Any data supplied to or created by Consultant shall be considered the property of the State except as otherwise provided in this Agreement or a Statement of Work. Consultant will keep confidential any confidential information furnished by or on behalf of the State to Consultant ("Confidential Information"). Consultant may disclose Confidential Information only to its employees, agents, or contractors who have a need to know and are bound to keep it confidential, will use the Confidential Information only (i) for the purpose of performing the Services; (ii) as may be required for internal corporate, accounting, or legal review; (iii) as required pursuant to any applicable law, regulation, judicial or administrative order or decree or request by other regulatory organization having authority pursuant to the law; (iv) as otherwise required for compliance with applicable professional standards; or (v) as otherwise requested or authorized by the State. Consultant will protect Confidential Information in accordance with data protection policies and procedures approved in writing by the User Entity. Confidential Information shall not include information that (a) is or becomes publicly available; (b) is known to Consultant prior to receipt hereunder; (c) is independently developed by Consultant; (d) is acquired by Consultant from a source not under any obligation of confidentiality with respect to such information. In the event Consultant is legally required to disclose Confidential Information, Consultant shall, if legally permitted, give the User Entity prompt written notice of such requirement so that User Entity may seek a protective order or other remedy. At the User Entity's election, Consultant must promptly return or destroy any Confidential Information and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained. Further, Consultant must complete a data destruction or return certificate affirming Consultant's destruction or return of data. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, printer spool files, and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques, will not be within the requirement for the return or destruction of records contemplated by this paragraph. Consultant may retain a copy of Confidential Information and data if necessary to comply with its applicable professional standards. In the performance of this Agreement, or at any time thereafter, unless otherwise provided in a statement of Work, Consultant shall not store, transmit to or through, archive, or maintain any Confidential Information on any resources outside of the legal jurisdiction of the United States.

- b. **Subpoena.** In the event that a subpoena or other legal process is served upon Consultant for records containing confidential information, Consultant shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
 - c. **Reporting of Unauthorized Disclosure.** Consultant shall report to the State any unauthorized disclosure of confidential information within two hours of discovery or such time as indicated in the Statement of Work.
 - d. **Consultant's confidential information.** The obligations of confidentiality as provided in this Section shall also be applied to any of Consultant's confidential information shared with DOAS under this Agreement to the extent permitted under state law, including but not limited to O.C.G.A. § 50-18-70 et seq.
 - e. **Survives Termination.** Confidentiality obligations under the Agreement shall survive termination of the Agreement.
17. **Publicity.** Consultant agrees it will not use the name or any intellectual property of the State, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference without the expressed prior written consent of the State. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of the Agency or User Entity, as applicable.
18. **Taxes.** Consultant will pay all taxes lawfully imposed upon it with respect to the Services or this Agreement. By this paragraph, the State makes no representation whatsoever as to the liability or exemption from liability of Consultant to any tax imposed by any governmental entity.
19. **Debarred, Suspended, and Ineligible Status.** Consultant certifies that Consultant and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Consultant will immediately notify DOAS if Consultant is debarred by any state or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
20. **Order of Preference and Priority of Agreement Provisions.** Any pre-printed contract terms and conditions included on Consultant's forms or invoices shall be null and void.

In the case of any inconsistency or conflict among the specific provisions of the Management Consulting Statewide Agreement (including any amendments accepted by both the Agency and Consultant attached hereto), the RFX (including any subsequent addenda and written responses to bidders' questions), and Consultant's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the Management Consulting Statewide Agreement Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the Statement of Work.
 - (iii) Third by giving preference to the specific provisions of the RFX.
 - (iv) Fourth, by giving preference to the specific provisions of Consultant's Response, except that objections or amendments by a Consultant that have not been explicitly accepted by the Agency in writing shall not be included in this Agreement and shall be given no weight or consideration.
21. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and Consultant's Response. The failure of the parties to make reference to the terms of the RFX or Consultant's Response in this document shall not be construed as creating a conflict and will not relieve Consultant of the contractual obligations imposed

by the terms of the RFX and Consultant's Response. The contractual obligations of the State cannot be implied from Consultant's Response.

- 22. Obligations Owed to Third Parties.** Consultant represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Consultant pursuant to the Contract are or will be fully satisfied by Consultant so that the State and the State Entity will not have any obligations with respect thereto.
- 23. Assignment.** Consultant shall not assign the whole or any part of this Agreement without DOAS's prior written consent. For the purpose of construing this clause, a transfer of a controlling interest in Consultant shall be considered an assignment. Consultant shall not subcontract any part of this Agreement without the User Entity's written permission.
- 24. Transition Cooperation and Cooperation with other Consultants.** Consultant agrees that upon termination of this Agreement for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another consultant. Consultant shall provide full disclosure to the State about the services required to perform services for the State.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Agreement, Consultant agrees to cooperate fully with such other contractor. Consultant shall not commit any act, which will interfere with the performance of work by any other contractor.

- 25. Drug Free Work Place.**
- a. If Consultant is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.
 - b. If Consultant is an entity other than an individual, it hereby certifies that:
 - i. A drug free work place will be provided for Consultant's employees during the performance of this Agreement; and
 - ii. It will secure from any subcontractor hired to work in a drug free work place the following written certification: "As part of the subcontracting agreement with (Consultant's Name), (Subcontractor's Name), certifies to Consultant that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Official Code of Georgia Annotated Section 50-24-3."
 - c. Consultant may be suspended, terminated, or debarred if it is determined that:
 - i. Consultant has made false certification hereinabove.
 - ii. Consultant has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.
- 26. Solicitation.** Consultant warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 27. No Third-Party Beneficiaries:** There are no third-party beneficiaries to the Agreement. The Agreement is intended only to benefit the Agency, User Entities, the State, and Consultant.

28. Insurance. Within ten (10) business days of award and before commencing work on this Agreement, Consultant must provide DOAS with certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of Consultant to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of Consultant for Consultant's operations. These are solely minimums that have been established to protect the interests of the State. Consultant shall procure and maintain the insurance policies described below and shall furnish DOAS two insurance certificates referencing the contract number. The certificates must list the State of Georgia as certificate holder and as an additional insured on the Commercial General, Umbrella, and Automobile Liability policies. The insurance certificates must document that the Commercial General Liability insurance coverage provided by Consultant includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company; a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS if permitted by the insurer. Consultant is required to maintain the following insurance coverage's during the term of the statewide contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Consultant qualifies to pay its own workers compensation claims.) In addition, Consultant shall require all subcontractors performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.

- B. Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000

- C. Professional Liability/Errors and Omissions \$2,000,000
D. Umbrella Liability \$2,000,000
E. Automobile Liability
Combined Single Limit \$1,000,000

- F. Cyber Liability: As provided in Statement of Need

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, not renewed, or allowed to lapse for any reason until at least thirty (30) days' prior written notice has been given to DOAS or in the case of non-payment of premium, at least ten (10) days' prior written notice. If the insurer refuses

to include such provision in the policies, Contractor will provide such notice to DOAS. The foregoing policies shall be obtained from insurance companies licensed or authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

- 29. Record Retention and Access.** Consultant shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. Consultant shall permit the Auditor of the State of Georgia or any authorized representative of DOAS and User Entities and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of Consultant relating to orders, invoices or payments or any other documentation or materials pertaining to the Agreement, wherever such records may be located during normal business hours. Consultant shall not impose a charge for audit or examination of Consultant's books and records. If an audit discloses incorrect billings or improprieties of more than 5 percent, the State reserves the right to charge Consultant for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 30. Inability to Perform.** In the event that either party is unable to fulfill the terms of the Agreement due to circumstances beyond their control, including but not limited to, fire, flood, or other acts of nature, or by war or attack by the public enemy or by other act of God, then this Agreement may be terminated for convenience by notice of the conditions causing such inability to perform being given to the other party. At such time both parties shall be entitled to the benefits received only to the extent that they have met the terms of the Agreement.
- 31. Waiver.** The waiver by DOAS, a User Entity, or Consultant of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
- 32. Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
- 33. Compliance with the Law.** Consultant, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment. Consultant, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Agreement. Consultant and Consultant's personnel shall also comply with all State and User Entity policies and standards in effect during the performance of the Agreement which have been provided to Consultant, including but not limited to policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Agreement. If the value of this Contract is \$100,000 or more and Consultant is a company that employs more than five persons, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

34. Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Agreement on behalf of the party at the address identified in the Management Consulting Statewide Agreement Form. Each such notice shall be deemed to have been provided:

- (i) At the time it is actually received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (iii) Upon receipt or refusal to accept delivery in the case of certified or registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

35. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under this Agreement or any informal negotiations which may occur between the parties, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days written notice to the other party of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, the parties may elect to submit the matter for mediation. If the parties agree to mediate, the parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to either party shall not exceed five thousand dollars (\$5,000.00) without written mutual agreement of the parties.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

36. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

37. Open Records Act. Consultant understands that the Georgia Open Records Act ("ORA"), (O.C.G.A. Section 50-18-70, et. seq.) is applicable to this Agreement and the services provided pursuant to this Agreement and agrees to comply with all provisions of the ORA and to make records pertaining to the performance of services or functions under this Agreement available for public inspection upon request, unless otherwise exempt under other provisions of the ORA.

Requests for this Agreement and responses to the RFP and Consultant's proposal, as well as Statements of Work resulting from the RFP will be handled in accordance with the provisions of the RFP and any Statement of Need issued pursuant thereto. As provided in O.C.G.A. § 50-18-72, if Consultant submits records containing trade secrets and wishes to keep such records confidential, Consultant shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated. If Consultant has attached such an affidavit, before producing such records in response to a request under this article, the governmental entity in receipt of the Open Records Act Request shall notify the Consultant of its intention to produce such records as set forth in this paragraph. If the governmental entity makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the Consultant of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the Consultant wishes to prevent disclosure of the requested records, the Consultant may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The Consultant filing such action shall serve the record requestor with a copy of its court filing. If the governmental entity makes a determination that the specifically identified information does constitute a trade secret, the governmental entity shall withhold the records, and the record requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

- 38. Integration.** The Agreement represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Agreement.
- 39. Time is of the Essence.** Except as explicitly provided in an applicable Statement of Work, time is of the essence with respect to the performance of the terms of the Agreement. Consultant shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
- 40. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this Agreement will not be adversely affected.
- 41. Amendments in Writing:** No modifications or alteration of this Agreement will be valid or effective unless each modification or alteration is made as an amendment to this Agreement and signed by both parties.
- 42. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.
- 43. Obligations Beyond Agreement Term.** The Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Agreement. All obligations of Consultant incurred or existing under the Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Agreement.
- 44. Technology Terms and Conditions.** The Technology Terms and Conditions (Attachment 5) of this Agreement is applicable to all consulting services engagements which require the exchange of personal data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII) such as government-issued identification numbers (e.g., Social Security, driver's license, passport, etc.).

**STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
TECHNOLOGY TERMS AND CONDITIONS
Attachment 5**

The following provisions shall apply except as modified in a Statement of Work.

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

- (i) **"Authorized Persons"** means Contractor and its employees, subcontractors, or other agents to the extent necessary for such persons to access Sensitive State Data to enable Contractor to perform the services under this Agreement.
- (ii) **"Data Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store, or dispose of data is breached and Sensitive State Data is exposed to unauthorized access, use, disclosure, alteration, or theft.
- (iii) **"Personally Identifiable Information"** includes, but is not limited to, personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; Personal Information as defined in O.C.G.A. 10-1-911 and/or any successor laws of the State of Georgia; Personally Identifiable Information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; Medical Information as defined in Georgia Code Section 32.1-127.1:05; Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; Nonpublic Personal Information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- (iv) **"Personal Data"** as defined in O.C.G.A. § 10-1-911 means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted:
 - a. Social security number;
 - b. Driver's license number or state identification card number;
 - c. Account number, credit card number, or debit card number, if circumstances exist wherein such a number could be used without additional identifying information, access codes, or passwords;
 - d. Account passwords or personal identification numbers or other access codes; or
 - e. Any of the items contained in subparagraphs (A) through (D) of this paragraph when not in connection with the individual's first name or first initial and last name, if the information compromised would be sufficient to perform or attempt to perform identity theft against the person whose information was compromised.
- (v) **"Sensitive State Data"** means all Personally Identifiable Information and other information that is not intentionally made available by the State on public websites or publications, including but not limited to business, administrative, and financial data, intellectual property, and patient, student, and personnel data and records not required to be publicly disclosed under the Georgia Open Records Act , O.C.G.A. § 50-

18-72 et seq., including any plan, blueprint, or material which if made public would compromise security. Sensitive State Data includes data created or in any way originating with or on behalf of the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or Contractor.

- (vi) **“Security Incident”** means the potentially unauthorized access by non-Authorized Persons to Sensitive State Data Contractor believes could reasonably result in the use, disclosure, alteration, or theft of the Sensitive State Data within the possession or control of Contractor or any cyber-attack, data breach, or identified use of malware that may create a life-safety event, substantially impair the security of data or information systems, or affect critical systems, equipment, or service delivery. A security incident may or may not turn into a Data Breach.

A. Data Ownership and Protection

1. **Data Ownership.** The State will own all right, title and interest, including all intellectual property rights, in its data that is related to the services provided under this Agreement. Contractor shall not access Sensitive State Data, except 1) in the course of data center operations, 2) in response to service or technical issues, 3) as required by Contractor to perform the services covered by this Agreement or 4) at the State's request. Contractor has a limited, non-exclusive license to use Sensitive State Data solely for the purpose of performing its obligations under this Agreement.
2. **Data Protection.** Protection of personal privacy and data shall be an integral part of the business activities of Contractor and designed to ensure that there is no inappropriate or unauthorized access to or use of Sensitive State Data at any time. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of Sensitive State Data and comply with the following conditions:
 - (i) Contractor shall maintain appropriate administrative, physical, and technical security measures to safeguard against unauthorized access, use, disclosure, alteration, or theft of Sensitive State Data. Such security measures shall be in accordance with current NIST 800-53 standards commensurate with the FISMA data classification specified by the State. If no data classification is specified by the State, in accordance with the measures applicable to the FISMA moderate classification.
 - (ii) Contractor shall use industry best practices and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under this Agreement.
 - (iii) Where the security objectives of confidentiality, authentication, non-repudiation, or data integrity are categorized FISMA compliance level moderate or higher, all electronic Sensitive State Data shall be encrypted at rest on portable devices controlled by Contractor and in transit across public networks with controlled access. Unless otherwise provided in the Agreement, Contractor is responsible for encryption of the Sensitive State Data.
 - (iv) Unless otherwise provided in the Agreement Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Sensitive State Data to that which is absolutely necessary to perform job duties.
 - (v) Contractor shall not disclose Sensitive State Data to any third party without the prior written consent of the State except as otherwise provided by the Agreement or required by law. Contractor shall ensure that its employees and agents who will have potential access to Sensitive State Data have passed appropriate, industry standard background screening and possess the qualifications and training to comply with the terms of this Agreement. Contractor shall promote and maintain an awareness of the importance of securing Sensitive State Data among Contractor's employees and agents.

3. Data Location. Contractor shall provide its services to the State solely from location(s) or data centers in the U.S. and Contractor shall notify State of such locations. Storage of Sensitive State Data at rest shall be located solely in location(s) or data centers in the U.S. and Contractor shall notify State of such locations. Contractor shall not allow its personnel or Authorized Persons to store Sensitive State Data on portable devices, including personal computers, except for devices that are used and kept only at U.S. location(s) or data centers. Contractor shall permit its personnel and consultants to access Sensitive State Data remotely only as required to perform services under this Agreement.

B. Security Incident and Data Breach Responsibilities. Contractor shall inform the State of any Security Incident or Data Breach.

1. Incident Response. Contractor may need to communicate with outside parties regarding a Security Incident or data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the Agreement. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Agreement. Any contacting of law enforcement on matters regarding State systems or data must be followed by a report to the Georgia Information Analysis and Sharing Center (G-ISAC) at (404) 561-8497.

2. Security Incident Reporting Requirements. Contractor shall report a Security Incident to the appropriate State identified contact within two hours of discovery.

3. Breach Reporting Requirements. Upon becoming aware of a Data Breach or Security Incident, Contractor shall

- (i) Promptly notify the State identified contact within two hours of discovery or sooner, unless shorter time is required by the Agreement or applicable law;
- (ii) Fully investigate the incident and cooperate fully with the State's investigation of and response to the incident. Except as otherwise required by law, Contractor shall not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the State;
- (iii) promptly implement necessary remedial measures reasonably determined by the State; and
- (iv) document responsible actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary

C. Liability.

1. If Contractor will under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Sensitive State Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the State under law or equity, Contractor shall reimburse the State in full for all costs incurred by the State in investigation and remediation of any Data Breach or Security Incident caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; a website or toll-free number and call center for affected individuals required by law, providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Breach or Security Incident.

2. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Sensitive State Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the State under law or equity, Contractor will reimburse the State in full for all costs reasonably incurred by the State in investigation and remediation of any Data Breach or Security Incident caused by Contractor.

D. Security

1. **Data Center Audit.** If applicable in the performance of the services covered by this Agreement, Contractor shall ensure an independent audit or provide ISO 27001 certification of its data centers at least annually at its expense and provide a copy of the audit report upon request. A Service Organization Control (SOC) 2 audit report or approved equivalent (the ISO 27001 certification) sets the minimum level of a third-party audit.
2. **Security Processes.** Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and Contractor.
3. **Encryption of Data at Rest.** For data categorized as moderate or high in Federal Information Processing Standard 199, Contractor shall ensure confidentiality and integrity of information at rest consistent with security control SC-28, Protection of Information at Rest, in NIST Special Publication 800-53

E. Response to Legal Orders, Demands, or Requests for Data

1. Except as otherwise expressly prohibited by law, Contractor shall:
 - (i) immediately notify the State of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Sensitive State Data;
 - (ii) consult with the State regarding its response;
 - (iii) cooperate with the State's reasonable requests in connection with efforts by the State to intervene and quash or modify the legal order, demand or request; and
 - (iv) upon the State's request, provide the State with a copy of its response.
2. If the State receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Georgia Open Records Act) or request seeking Sensitive State Data maintained by Contractor, the State shall promptly provide a copy to Contractor. Contractor shall promptly supply the State with copies of data required for the State to respond and shall cooperate with the State's reasonable requests in connection with its response.

F. Termination Obligations.

Upon termination or expiration of the Agreement, Contractor shall implement In the State's sole discretion, a secure, orderly (1) destruction of, or (2) return of Sensitive State Data in the format and at a time specified by State. Transfer to State or a third party designated by State shall occur without significant interruption of service and, to the extent technologically feasible, State shall have access to Sensitive State Data during the transfer. Following such transfer, Contractor shall securely destroy Sensitive State Data in its possession or control. Contractor shall not destroy any Sensitive State Data that has not been returned to State in the event of ongoing contract or other disputes between the parties or for so long as amounts remain payable by State.

Destroyed Sensitive State Data shall be permanently deleted and shall not be recoverable according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to the State. Contractor may retain a copy of Sensitive State Data if necessary to comply with law or its applicable professional standards.

G. Compliance

1. Contractor shall comply with all applicable laws and industry standards in performing services under this agreement. Any Contractor personnel visiting the State's facilities will comply with all applicable State policies regarding access to, use of, and conduct within such facilities. The State shall provide copies of such policies to Contractor upon request.

2. Contractor warrants that the service it will provide to the State is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
3. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the service provided to the State, Contractor shall, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the Request.



Supplier Information Sheet

Contract Description		Management Consulting Services	
Statewide Contract Number		99999-SPD-SPD0000208-00014	
Supplier ID Number		0000004217	
Supplier Name		GARTNER INC	
Effective Date	April 11, 2023	Expiration Date	
Number of Suppliers Awarded	39	Contract Type:	Convenience
Table of Contents			Page Number
Supplier Information			2
General Contract Information			3
Ordering Instructions			4
Where to Find Additional Attachments			5
Renewals / Extensions / Amendments			6
NIGP Codes			7
DOAS Contact Information			8

Supplier and Contract Information

Supplier Name & Address

Gartner, Inc.
56 Top Gallant Road
Stamford, CT
006902-7700
PH (203) 964-0096
FX (866) 225-427

Supplier Website:

<https://www.gartner.com/en/consulting>

Primary Supplier Contact**Alternate Supplier Contact**

Name: Milton Pereira
Email: ama.contractadmin@gartner.com
Title: Contract Administrator
Phone Number: 203) 964-0096

Name: Noel Gayle
Email: Noel.Gayle@gartner.com
Title:
Phone Number: 678-296-7592

General Supplier Email:

AMA.Contractadmin@gartner.com

Contract Details

Remittance Address

Gartner, Inc.
P.O. Box 911319 Dallas,
TX 75391-1319
(239) 561-4025
cashapplications@gartner.com

Pricing Structure

Refer to the cost worksheet

Delivery Days

Varies by request

Payment Terms

Net 30

Authorized Users

State and Local Government

Acceptable Ordering Method

Purchase Orders

Acceptable Payment Method(s)

Purchasing Card, ACH, Check

General Contract Information

Through strategically sourced procurement, the State Purchasing Division of the Department of Administrative Services has established a new Statewide Contract(s) for Management Consulting Services, with 38 suppliers. This new statewide contract replaces the prior statewide contract titled (SWC 99999-SPD-SPD0000162), which was awarded in January of 2019.

This statewide contract is a CONVENIENCE CONTRACT for all state of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to all other governmental entities in the state of Georgia, including state authorities, local governments, municipalities, cities, townships, and counties. The contract term is from April 11, 2023, to April 10, 2025. In addition, the State has four (4) one-year renewals through April 2029.

The purpose of the contract is to provide competitive, discounted pricing on consulting services for authorized users throughout the State. The Awarded categories are: 1. Operations, 2. Human Resources, 3. Strategic Planning, and 4. Procurement. Most of the suppliers are professionals in the Management consulting market and have provided consulting services to the state of Georgia for years now.

Key Benefits of the Contract:

- Competitively procured by DOAS saves time and administrative effort.
- On board consulting firms at a faster pace
- Approved consulting suppliers with a variety of specialties
- Flexibility in project scoping
- Broader Agency eligibility (State agencies, higher education, and local government entities)
- Cost efficiency due to the pre-negotiated contract structure
- Reduced risk and compliance

Availability and Special Instructions: It is strongly recommended that the User Agency obtain and review at least three proposals regardless of the anticipated engagement dollar amount. DOAS has placed a \$500,000 cost/SOW value threshold on individual engagements between the Consultant and the User Agency.

User Agency shall obtain DOAS' approval prior to entering into a consulting engagement pursuant to the SWC when the engagement is:

1. Equal to or greater than \$500,000
2. A Change Order (in any amount) to an approved Original Engagement of \$500,000 or greater Requests

For approval of engagements of \$500,000 or greater and Change Orders, should be submitted through the online Management Consulting Engagement Request tool at https://service.doas.ga.gov/app/answers/detailopa/a_id/1606

Requests must include, at the time the request is made, a minimum of **three (3) proposals** from the SWC-awarded supplier list. User Agencies have the right to request proposals and review Consultants' qualifications through a Statement of Need process. The Statement of Need Template is available for use as part of the ordering instructions

GARTNER INC awarded categories are category-1 Operations, category-2 Human Resources, **category-3** – Strategic Planning, **category** -4 Procurement

[CLICK HERE](#) to access the Notice of Award document to see the awarded categories and the awarded suppliers.

Ordering Instructions

The User Agency should submit a Statement of Need request directly to three or more Consultants to make working arrangements, including the scope of services, deliverables, team composition, and work plans.

User Agency has the option to utilize either a project-based pricing model or an hourly rate pricing model to accomplish the goals and tasks outlined in its Statement of Work. Consultant's cost/ compensation model should be fully detailed in its proposed Statement of Work.

Although not an exhaustive list, Management Consulting Services may include the following services:

- Management or strategy consulting
- Program planning and evaluation consulting
- Provisioning of studies, analyses, scenarios, and reports relating to an agency's mission-oriented business programs or initiatives
- Leadership/management coaching services
- Leadership development services
- Customized business training as needed to successfully perform and complete a project
- Policy and regulation review and development
- Process and productivity improvement assessments
- Process workflow analysis
- Organization structure review and recommendations
- Organizational staffing and job position recommendations
- Customer/Citizen satisfaction surveys
- Performance improvement recommendations
- Organizational design
- Employee retention, compensation, and benefits strategies
- Physical location review and assessment
- Succession planning
- Resource utilization analysis
-

Consultant cannot accept nor conduct management consulting engagements under this awarded contract for categories not included as part of the above-mentioned RFQC & RFQ. Per the RFQC & RFQ, the **Consultant cannot accept a consulting engagement for Information Technology/System Integration, Finance, Accounting, Audit, Tax, and Environmental services under this Statewide Contract.**

User Agency must submit a Statement of Need request to three or more Consultants. Consultant agrees to respond via this Statement of Need process, such that the User Agency can evaluate and select the Management Consultant that

- 1) best understands the User Agency's goals and objectives for the project/engagement,
- 2) has the qualifications and experience requested by the User Agency
- 3) provides the User Agency with a compelling approach and cost proposal.

Consultant's engagement shall generally be documented in a Statement of Work (SOW).

The SOW is the document that describes the consulting services to be provided by Consultant including the Tasks, Deliverables and Milestones, the measurable attributes of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties including Amendments.

Consultant is expected to abide by the negotiated terms and conditions contained in its Statewide Contract with DOAS. Consultant shall not add conflicting terms nor modify or delete contract terms via its presentations, project descriptions, proposals, and/or Statements of Work.

The User Agency and Consultant may further negotiate Paragraph 11 "Warranty" and Paragraph 13 "Limitation of Liability" of the Statewide Contract document as it applies to the User Agency's specific Statement of Work. For example, the Statement of Work may include language to address circumstances where a consultant is self-insured.

Consultant shall maintain sufficient qualified personnel and any other necessary business resources throughout the duration of the mutually agreed upon work schedule to meet the deadlines and all other performance requirements of any Statement of Work/purchase order issued by a User Agency.

Consultants shall comply with all State and User Agency policies and standards in effect during the performance of any resulting contract awards, including but not limited to User Agency policies relating to personnel conduct, security, safety, confidentiality, privacy, and ethics.

If authorized by the User Agency, Consultant's invoices for any travel expenses shall be submitted in accordance with the State Travel Policy. (<https://sao.georgia.gov/state-travel-policy>).

DOAS will administer the Statewide Contract and monitor the Consultant's compliance with the contract's terms and conditions.

DOAS will manage any issues with regard to the acquisition process for Management Consulting Services, and DOAS may delegate these responsibilities to User Agencies.

DOAS will be actively managing the Management Consulting Services Statewide Contracts through a Supplier Relationship Management approach.

DOAS will be assessing suppliers' contributions, supplier utilization, User Agency satisfaction, and continuous improvement opportunities.

DOAS will be initiating periodic (either quarterly or semiannually) contract and performance review meetings with each Consultant. User Agencies are solely and individually financially responsible for their respective purchases.

DOAS shall not be responsible for any payment regarding Consultant's services unless DOAS enters into a separate contract with the Consultant to procure Management Consulting Services for DOAS's own internal purposes.

GARTNER INC: Gartner consulting services deliver strategic, data-driven guidance and actionable solutions tailored to the unique needs of state and local government clients. Leveraging deep industry expertise and robust, proprietary research, Gartner supports public sector organizations in optimizing IT investments, enhancing operational efficiency, and driving digital transformation across critical domains such as transportation, procurement, enterprise resource planning (ERP), and artificial intelligence (AI). Their consultant partner with government leaders to assess current technology landscapes, benchmark against industry standards, and develop comprehensive roadmaps for modernization. In transportation, Gartner's research-driven insights help agencies improve mobility, safety, and infrastructure management through innovative technology adoption. In procurement, Gartner guides clients in streamlining processes, increasing transparency, and achieving cost savings with proven best practices. For ERP, their experts assist in selecting, implementing, and optimizing integrated systems that boost productivity and data-driven decision-making. In the rapidly evolving field of AI, Gartner empowers governments to harness advanced analytics and automation, ensuring responsible and effective deployment that enhances citizen engagement and service delivery. By providing objective insights, benchmarking, and hands-on support, Gartner enables state and local governments to navigate complex challenges, maximize value from technology initiatives, and achieve mission-critical outcomes that improve public service delivery and community impact.

Where to Find Additional Contract Documents

All additional contract documents may be found under the “Attachments” dropdown when viewing the contract in TGM, including, but not limited to:

- Pricing (current)
- Attachment A (original solicitation document)
- Original Contract/Terms and Conditions
- Program Requirements Document (PRD)
- Certificate of Insurance
- E-Verify Affidavit
- Renewals/Extensions/Amendments
- Notice of Intent to Award (NOIA)
- Notice of Award (NOA)
- Cost Workbook (from solicitation bid, for evaluation purposes)
- Mandatory Questions
- Mandatory Scored Questions
- Additional Scored Questions
- Addendums

Figure 1: May vary by contract

▼ Attachments	
Display Order	Attachment
1	Supplier Information Sheet
2	Pricing
3	Original Contract
4	Contract Terms & Conditions
5	Attachment A
6	Mandatory Questions
7	Certificate of Insurance
8	E-Verify
9	Addendum 1
10	Addendum 2

Amendments / Renewals / Extensions

Base Term: April 11, 2023 – April 10, 2025

Renewal 1: April 11, 2025 – April 10, 2026

Renewal 2: April 11, 2026 – April 10, 2027

Renewal 3:

Renewal 4:

Renewal 5:

Contract NIGP Codes

91806	Administrative Consulting
91821	Business Consulting
91875	Management Consulting
91890	Strategic Planning and Consulting

DOAS CONTACT INFORMATION

DOAS Contract Manager

View **Contract Summary** Page in **Team Georgia Marketplace ("TGM")** to see the current contract manager and contact information.

- Please CC contract.management@doas.ga.gov on **all communications** to the contract manager, in case that the contract manager is unavailable to respond.

Procurement Help Desk

Telephone: 404-657-6000

Email: procurementhelp@doas.ga.gov

State of Georgia Management Consulting Statewide Agreement Form

Solicitation Title Management Consulting Services	Solicitation Number 99999-SPD0000208	Agreement Number 99999-SPD-SPD0000208-00 14
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1. This Agreement is entered into between the Georgia Department of Administrative Services and the Consultant named below:

Georgia Department of Administrative Services (hereafter called DOAS or Agency)

Consultant's Name
Gartner Inc. (hereafter called Consultant)

2. Agreement to Begin: 04/11/2023	Date of Completion: 04/10/2025	Renewals: Four (4) -- 1 year renewals
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Maximum Amount of this Agreement: Open Contract Award	Total Financial Obligation of the State Entity for the First Fiscal Year: Open Contract Award	Total Financial Obligation of the State Entity for each Renewal Period if Renewed: Open Contract Award
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5. Authorized Person to Receive Agreement Notices for DOAS: Tamar Forbe-Semple / tamar.forbes-semple@doas.ga.gov	Authorized Person to Receive Agreement Notices for Consultant: Nilay Gandhi / nilay.gandhi@gartner.com
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6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

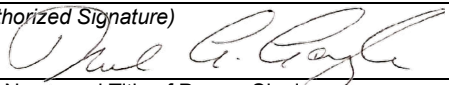
Attachment 1: Management Consulting Statewide Agreement Terms and Conditions
Attachment 2: Solicitation (referenced above)
Attachment 3: Consultant's Final Response
Attachment 4: Service Request Form
Attachment 5: Technology Terms and Conditions
Attachment 6: State Guidelines

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

7. **Consultant (also referred to as "Consultant")**

Consultant's Name (If other than an individual, state whether a corporation, partnership, etc.)

Gartner Inc.

By (Authorized Signature) 	Date Signed 12/16/2022
Printed Name and Title of Person Signing Noel G. Gayle - Managing Partner	
Address 56 Top Galant Rd Stamford, CT 06902	

8. **Georgia Department of Administrative Services**


By (Authorized Signature) 	Date Signed 3/16/2023
Printed Name and Title of Person Signing Jim Barnaby, Deputy Commissioner – State Purchasing Division	
Address 200 Piedmont Avenue, Suite 1308, West Tower, Atlanta, GA 30334	

Exhibit A
Statewide Contract Number: 99999-SPD-SPD0000208-00014
SUPPLIER NAME: Gartner Group, Inc
Effective: April 11, 2023

<u>Job Title</u>	<u>UOM</u>	<u>Current Price</u>
Senior Partner	HR	\$ 594.00
Principal/Partner	HR	\$ 560.00
Senior Director	HR	\$ 520.00
Senior Consultant	HR	\$ 322.00
Consultant	HR	\$ 250.00
Junior Consultant	HR	\$ 210.00
Business Consultant	HR	\$ 361.00
Associate Business Consultant	HR	\$ 286.00
Business Analyst	HR	\$ 230.00
Project Manager	HR	\$ 400.00
Engagement Partner	HR	\$ 476.00
Trainer	HR	\$ 250.00