

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**PROCUREMENT ASSISTANCE AND SUPPORT SERVICES (PASS)**

**NASPO MASTER AGREEMENT**  
Master Agreement No.: DPC-1428523190-SA-21-PASS\_ITRAC  
Gartner Inc.  
(hereinafter “Contractor”)  
And  
Commonwealth of Kentucky  
Commonwealth Office of Technology (COT)  
(hereinafter “Participating Entity”)  
Commonwealth Master Agreement #: MA 758 2600000654

This Participating Addendum, (“PA” or “Commonwealth Master Agreement”) is entered into, by and between Commonwealth of Kentucky, Commonwealth Office of Technology (“Participating Entity”, “Customer”, or “COT”) and Gartner Inc. (“Contractor”, “Vendor”, or “Gartner”).

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor’s contact for this Participating Addendum is:

Will McGuire  
Contract Manager  
[will.mcguire@gartner.com](mailto:will.mcguire@gartner.com)  
571-683-4482

Participating Entity’s Procurement contact for this Participating Addendum is:

Jenifer Taylor, CPPB, KCPM  
Assistant Director  
[Jenifer.Taylor@ky.gov](mailto:Jenifer.Taylor@ky.gov)  
502-564-6522

Participating Entity’s COT contact for this Participating Addendum is:

Stephanie R. Williams, NIGP-CPP, CPPO,  
CPPB, MPA  
COT Contracting Officer  
[StephanieR.Williams@ky.gov](mailto:StephanieR.Williams@ky.gov)  
502-234-4898

**II. TERM.** This Participating Addendum is effective upon full execution by all parties and finalized in the Commonwealth’s eProcurement system. This PA will terminate upon termination of the NASPO Master Agreement DPC-1428523190-SA-21-PASS\_ITRAC, as amended, unless this Participating Addendum is terminated sooner in accordance with the terms set forth herein. The Commonwealth reserves the right to extend this PA based on NASPO’s contract renewals or extensions.

This Participating Addendum shall expire on January 18, 2029 per the NASPO Master Agreement DPC-1428523190-SA-21-PASS\_ITRAC. The PA shall include annual renewal options through the final NASPO expiration date of January 18, 2032.

**III. PARTICIPATION AND USAGE.** Per KRS 45A.050(3), any political subdivision, including cities of all classes, counties, school districts, or special districts, may participate in this Participating Addendum to the same extent as the Commonwealth in accordance with the terms and conditions of this Participating Addendum. Issues of interpretation and eligibility for participation by such political subdivisions are solely within the authority of the

State Chief Procurement Official. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

**IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

All terms in this Participating Addendum and any associated Orders/EULAs shall be read as applicable only to the extent permitted by Kentucky law and no term in violation of the Kentucky law, inclusive of Kentucky Procurement Law, shall be given effect.

**V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the NASPO Master Agreement DPC-1428523190-SA-21-PASS\_ITRAC and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. The scope of this PA shall include the following awarded category:

**Category 2 – IT Research, Advisory and Consulting Services ONLY**

- NASPO MASTER AGREEMENT DPC-1428523190-SA-21-PASS\_ITRAC  
[https://s3-us-west-2.amazonaws.com/naspovaluepoint/1767977330\\_State%20of%20North%20Carolina%20NASPO%20DPC-1428523190-SA-21-PASS\\_ITRAC%20January%202026\\_FE.pdf](https://s3-us-west-2.amazonaws.com/naspovaluepoint/1767977330_State%20of%20North%20Carolina%20NASPO%20DPC-1428523190-SA-21-PASS_ITRAC%20January%202026_FE.pdf)
- Gartner Inc NASPO WEBSITE  
<https://www.naspovaluepoint.org/portfolio/procurement-assistance-and-support-services-pass/gartner-inc/>
- a. **Services.** All services available through the NASPO Master Agreement DPC-1428523190-SA-21-PASS\_ITRAC may be offered and sold by Contractor to Purchasing Entities as it relates to the above listed category. Gartner Inc must provide using agencies with a separate Quote and/or Statement of Work for each engagement. Each Quote, Statement of Work and Invoice must include the Commonwealth's Master Agreement Number MA 758 2600000654.
- b. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the NASPO Master Agreement DPC-1428523190-SA-21-PASS\_ITRAC and in this Participating Addendum.

Any amendment to the NASPO Master Agreement DPC-1428523190-SA-21-PASS\_ITRAC shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. The Commonwealth cannot procure goods/services included as part of an amendment until such amendment is published to the NASPO website.

**Any conflict between this Participating Addendum, and the NASPO Master Agreement DPC-1428523190-SA-21-PASS\_ITRAC will be resolved in favor of this Participating Addendum.**

**VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Commonwealth Master Agreement Number, MA 758 2600000654 on the Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the NASPO Master Agreement DPC-1428523190-SA-21-PASS\_ITRAC, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity. Orders that include additional terms and conditions or do not reference the Commonwealth Master Agreement Number, MA 758 2600000654 will not be accepted.

**VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not paid yet. The administrative fee shall be paid in the form of a check Payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one half percent (.5%) of the net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid sixty (60) calendar days after the close of the quarter.

Contractor shall submit to Participating Entity a Sales Report documenting all Contractor's net sales made during the applicable reporting period and such submission, including any supplemental information submitted, is deemed a public record.

Quarterly Sales Reports shall be emailed to Jenifer Taylor, Commonwealth Buyer, at [Jenifer.Taylor@ky.gov](mailto:Jenifer.Taylor@ky.gov). The Sales Report shall be submitted no later than forty-five (45) days after the end of each calendar quarter, and the related administrative fee shall be remitted no later than sixty (60) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report will contain the following information:

- Complete and accurate details of all sales, credits, and the like for the reporting quarter;
- Purchasing Entity Foundation Account Name;
- Total of Net Sales; and
- If no sales were made to Participating Entity during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

End of Quarter	Reporting Date	Pay Date
March 31st	May 15th	May 31st
June 30th	August 15th	August 31st
September 30th	November 15th	November 30th
December 31st	February 15th	February 28th (29)

**Payment of Administrative Fee:**

The Contractor shall timely remit Administrative Fees via check, including reference to this Participating Addendum, Commonwealth Master Agreement MA 758 2600000654, and mailed to the address below:

FINANCE AND ADMINISTRATION CABINET  
**Office of Procurement Services**  
 Jenifer Taylor, CPPB, KCPM  
 200 Mero St., 5<sup>th</sup> Floor  
 Frankfort, KY 40622

**VIII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the applicable Federal requirements set forth therein.

**IX. INFORMATION TECHNOLOGY SECURITY STANDARDS.**

- a. The vendor and any subcontractors shall be required to adhere to Commonwealth policies and standards applicable to the service(s) offered in this Participating Addendum.

[Commonwealth Office of Technology - Home - Commonwealth Office of Technology \(Kentucky\)](#)

- b. Compliance with Kentucky Information Technology Standards (KITS) - The Kentucky Information Technology Standards (KITS) reflect a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The vendor shall stay knowledgeable and shall provide a solution that works in concert with these standards and/or audited third party standards such as ISO 27001 certification and/or a current SOC 2 Type 2 report.

<https://technology.ky.gov/about-the-agency/Pages/kits.aspx>

**X. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Will McQuire  
Contract Manager  
[will.mcquire@gartner.com](mailto:will.mcquire@gartner.com)  
571-683-4482

For Participating Entity:

Jenifer Taylor, CPPB, KCPM  
Assistant Director  
[Jenifer.Taylor@ky.gov](mailto:Jenifer.Taylor@ky.gov)  
502-564-6522

Stephanie R. Williams, NIGP-CPP, CPPO,  
CPPB, MPA  
COT Contracting Officer  
[StephanieR.Williams@ky.gov](mailto:StephanieR.Williams@ky.gov)  
502-234-4898

- XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org). While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

**XII. ARTIFICIAL INTELLIGENCE (AI).**

Vendor agrees to adhere to CIO-126 Artificial Intelligence Policy.pdf, which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements. Notwithstanding the foregoing, parties understand and agree that AskGartner which is available to licensed users does not fall under the provisions of this clause.

### XIII. INSURANCE REQUIREMENTS.

*\*\* Proof of all required insurances should be provided prior to award. \*\**

*A Certificate of Insurance (COI) on an ACORD form is required unless approved by the Commonwealth's Office of the Controller.*

#### A. Required Coverage

The awarded vendor(s) shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded vendor shall be able to produce evidence of insurance in compliance with this Contract:

**Commercial General Liability Insurance** in accordance with minimum limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The Commonwealth, in the Request for Solicitation, may require higher limits depending on the type of solicitation.

#### **Professional Liability Insurance**

Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional Liability Insurance shall have a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

#### B. Evidence of Insurance Coverage

The Contractor shall provide evidence of insurance coverage as required. Failure to do so shall constitute a material breach of this Contract and may result in immediate cancellation of the Contract.

For all required insurance coverages, during the course of the Contract, the awarded vendor shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded vendor shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the contract without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Contract, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller.

Contractor shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the contract term, provide a current, valid Certificate of Insurance.

Contractor and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Contract.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit [www.ambest.com](http://www.ambest.com) for verification. Failure to meet this requirement may result in cancellation of this Contract. A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.

The certificate holder shall be listed as:

Finance and Administration Cabinet, DCM  
Office of Procurement Services  
200 Mero Street, 5th Floor  
Frankfort, Kentucky 40622

Endorsement of Additional Insured. Certificate of Insurance must contain the following language in the Description of Operations box:

“The Commonwealth and its agents are Additional Insureds for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis.”

A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

#### C. Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

- The primary Contractor’s Certificate of Insurance must identify coverage that meets or exceeds the insurance requirements defined in this contract and that covers Subcontractor and its work in support of the Contract or the Subcontractor must submit and maintain a Certificate of Insurance that also meets or exceeds the insurance requirements of the Primary Contractor defined in this contract, with an Additional Insured Endorsement.
- OPS reserves the right to request copies of all Subcontractor’s Certificate(s) of Insurance at any time.

#### XIV. Non-Discrimination

The Equal Employment Opportunity Act of 1978 (the “Act”), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.

- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.


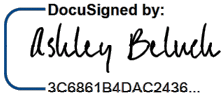

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Gartner Inc.
Signature: 	Signature: 
Name: Jim Barnhart	Name: Ashley Beluch
Title: Chief Information Officer	Title: Senior Contracts Specialist
Date: 4-7-2026	Date: April 6, 2026
Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature: 	
Name: Stacy Blank	
Title: Executive Director	
Date: 4/7/2026	