

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

24-369

SAP Number

## Human Resources Department

Department Contract Representative  
Telephone Number

Mike Bowers, Director  
(909) 387-5570

Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

Gartner, Inc.  
Amy Collingwood  
(831) 917-1207  
May 7, 2024 – April 30, 2025  
\$1,800,000  
N/A  
\$1,800,000  
7206001000

**Briefly describe the general nature of the contract:** Proposal with Gartner, Inc., subject to County of Ventura Contract No. 7914 as amended, to provide consulting services for the replacement of the County's Employee Management and Compensation System with a new Human Capital Management System, in an amount for consulting professional services not to exceed \$1,800,000 plus optional services beginning May 7, 2024 through April 30, 2025.

### FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*

Bonnie Uphold, Supervising Dep. County Counsel

Date

4/28/2024

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

# Human Capital Management Solution Modernization

## Gartner Proposal

Prepared for:  
San Bernardino County

August 26, 2022 (Revised April 8, 2024)  
Gartner Engagement: 330077222 | Version 3.0



# Gartner®



## Cover Letter

April 8, 2024

Mr. Luther Snoke, Chief Executive Officer, San Bernardino County  
Ms. Diane Rundles, Assistant Executive Officer, San Bernardino County  
Mr. Lynn Fyhrlund, Chief Information Officer, San Bernardino County

Luther, Diane, and Lynn:

Gartner, Inc. (Gartner) is pleased to provide San Bernardino County (the County) with this revised Proposal for Human Capital Management (HCM) Solution Modernization Support. Gartner understands the importance of this effort for the County to prepare for modernization to enable a better experience for their 24,000+ employees.

The current PeopleSoft platform is difficult to maintain and nearing the end of support, and the County wants to use this opportunity to assess business operations, identify potential gaps, and envision future state business processes and requirements aligned with industry and HCM best practices.

As a leading technology research organization, with extensive experience in public sector ERP modernization and business transformation, Gartner is well suited to support the County in this mission-critical objective. Gartner Consulting leverages the power of Gartner's actionable and objective insight, combining it with custom analysis and on-the-ground support, to help client organizations such as San Bernardino County make faster, smarter decisions and achieve stronger performance on your most critical priorities.

We believe our recommended approach meets all your essential needs today and provides the objectivity needed for this engagement. Our offer is valid for 90 days from the submission date of this Proposal. If this Proposal represents your requirements, please arrange for a duly authorized signatory to sign the Authorization page and return the entire Proposal to me via email at [Kimberly.Katsuyama@gartner.com](mailto:Kimberly.Katsuyama@gartner.com).

Please contact me at +1 310-270-7971 if you have any questions. We thank you for this opportunity and look forward to assisting San Bernardino County with this important initiative.



Kimberly Katsuyama, Managing Partner, Gartner Consulting

# Executive Summary

## Current Situation

- San Bernardino County (The County) is currently using PeopleSoft Human Capital Management (HCM) technology which does not provide users a seamless, modernized experience. Other related systems, such as NeoGov and ADP require integrations with PeopleSoft HCM.
- The County would like to develop an HCM strategy and roadmap, assess alternatives, and determine the best solution for the County's current and future needs
- Further, the County seeks to improve the employee experience through emerging technologies and modern functionality such as employee self-service, mobility, and configurable workflows
- The County is also looking for assistance with the solicitation for the target software (SW) solution(s) and the selection of a system integrator (SI), and then would like ongoing project quality assurance to help ensure successful implementation of the new HCM solution.

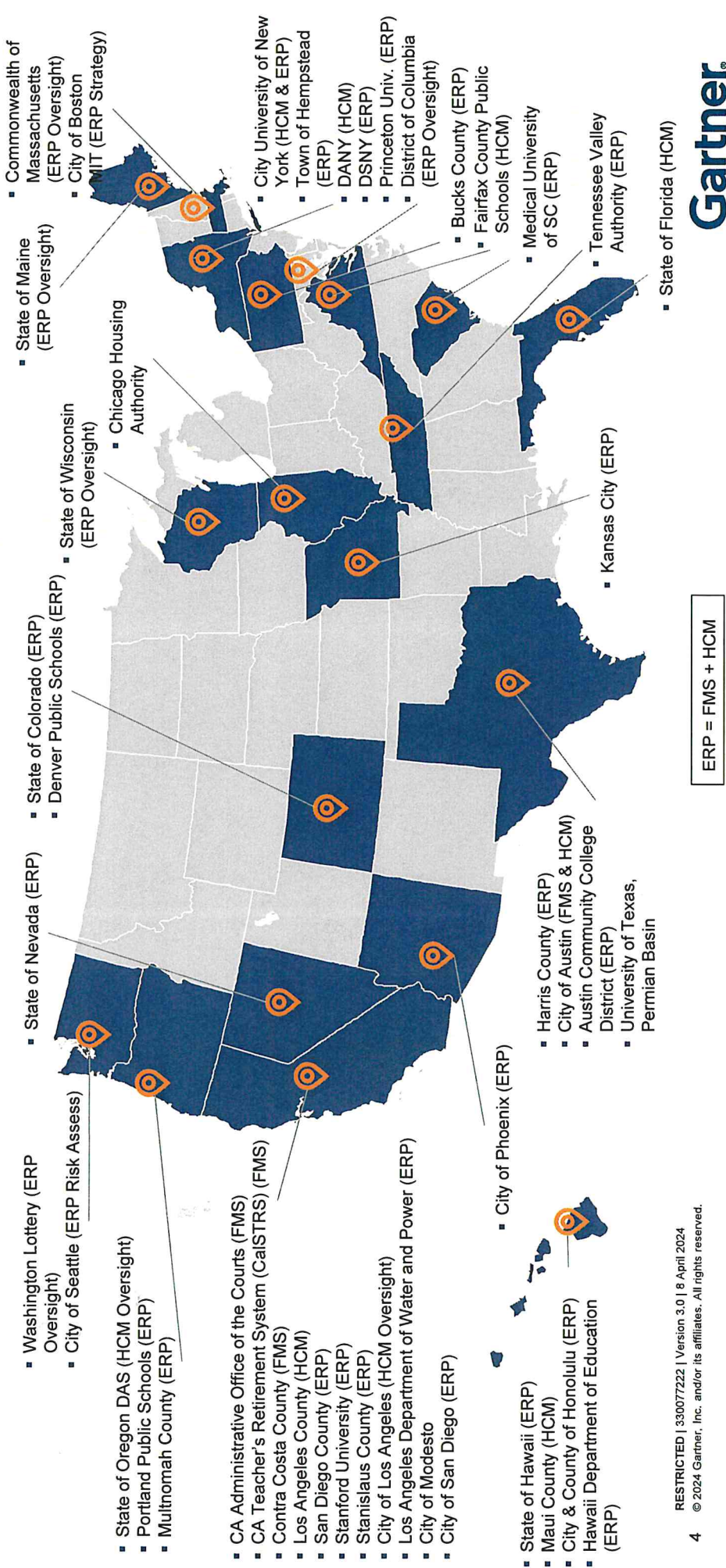
## How Gartner can help

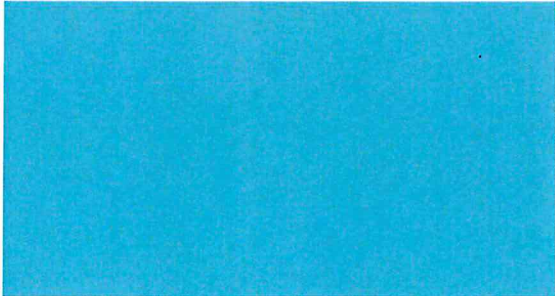
Gartner is prepared to help the County modernize their HCM business applications via a comprehensive four-phased approach:

1. **Develop Application Strategy**
  2. **Select the Right Vendors**
  3. **Assist with Contract Negotiations**
  4. **Manage for Successful Execution**
- Gartner will apply our extensive expertise with large-scale technology modernization projects to assist the County with a **structured stakeholder-driven process** designed to accelerate County progress while managing the risks associated with expected business and technology changes.
  - The Gartner Consulting team will leverage the power of Gartner's **market-leading research**, combining it with custom analysis and on-the-ground support, to help the County move confidently from insight to outcomes.
  - Gartner's Contract Optimization offering provides the County with **skilled assisted negotiation support** to achieve the best value vendor contract.
  - Gartner is resolutely **independent and objective**, with no downstream interests other than ensuring the County's success



# Relevant Gartner Consulting ERP experience with US State & Local Governments and Educational Institutions

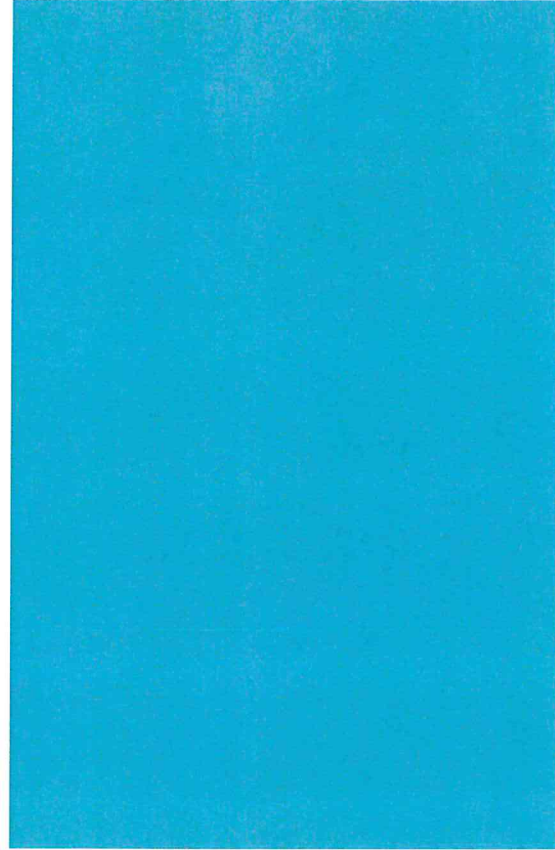




The Statement of Work section, which is incorporated into the Proposal, sets forth Gartner's detailed approach, schedule, staffing, pricing and legal terms.

**Statement of Work**

- *Engagement Approach*
- *Engagement Timeline*
- *Approach Details*
- *Project Team Overview*
- *Assumptions*
- *Investment Summary*
- *Changes to Scope*
- *Authorization*





# Engagement Approach

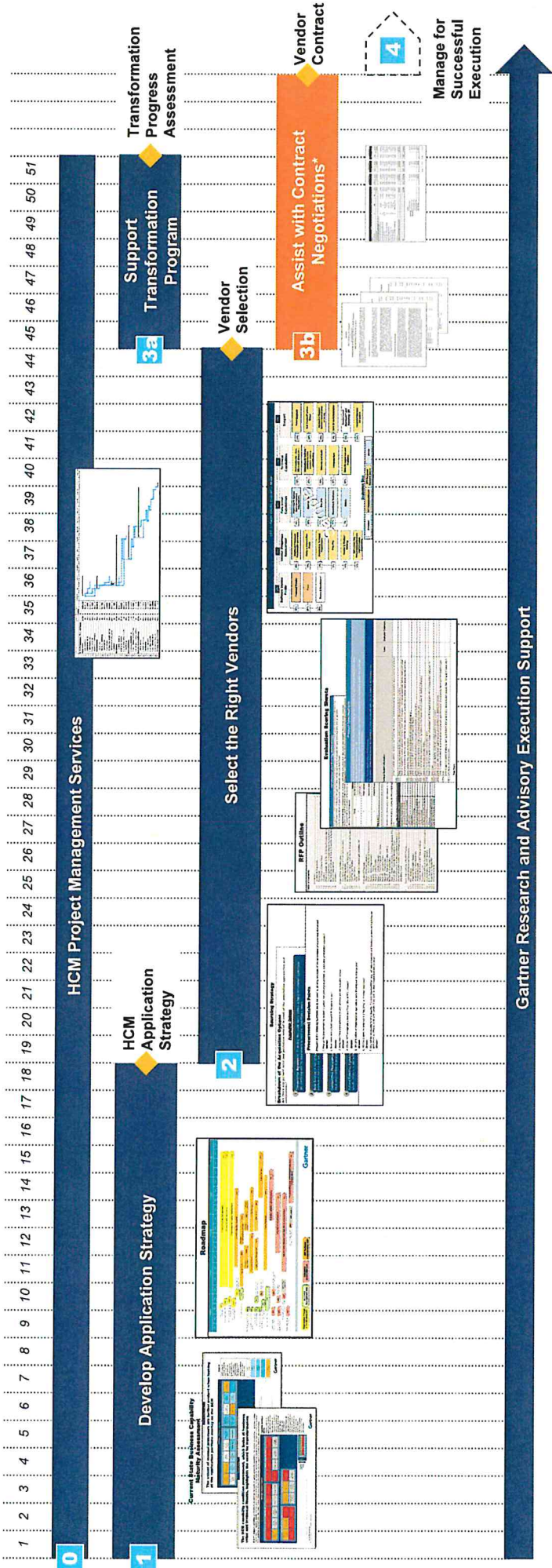
Gartner's standard approach to HCM modernization will support the County from strategy through implementation





# Engagement Timeline

Gartner will provide HCM Strategic Sourcing Support services for 51 weeks leading up to the County completion of contracting with HCM solution partners, followed by a period of optional ongoing Gartner implementation support. The timeline and nature of ongoing implementation support will depend on the implementation approach of the County's selected solution partner(s).



\* Gartner Contract Optimization (GCO) Assisted Negotiation Support services based on a gain-share model. Contract negotiation duration is estimated to span 10 weeks, but may vary.



## Phase 0 – Ongoing: Provide HCM Project Management Services

### Objective(s)

- Establish and execute project management strategy, tools, templates, and processes to support the HCM Modernization project, including communication protocols
- Provide visibility to progress toward HCM Modernization project goals

### Activities Performed by Gartner

- Validate and refine HCM Modernization Project Governance Charter
- Define a format for bi-weekly status reports and establish mechanisms for providing project updates
- Develop a consolidated project plan for pre-implementation activities, including resources, activities, and dependencies
- Track and report on the progress of project activities
- Document and escalate decisions, risks, and issues that impact scope, schedule, budget, or resources
- Transition project management activities to County HCM Project Manager

### County Responsibilities

- Identify and schedule appropriate stakeholders for project activities
- Coordinate County stakeholder calendars and meeting space for project activities
- Make decisions on escalated decisions, issues, and risks as needed
- Approve HCM Pre-Implementation Project Plan and Project Governance Charter

### Deliverables and Work Product(s)

- HCM Pre-Implementation Project Plan
- HCM Project Governance Charter
- Bi-Weekly Status Report

### Time Frame

- Weeks 1 – 51

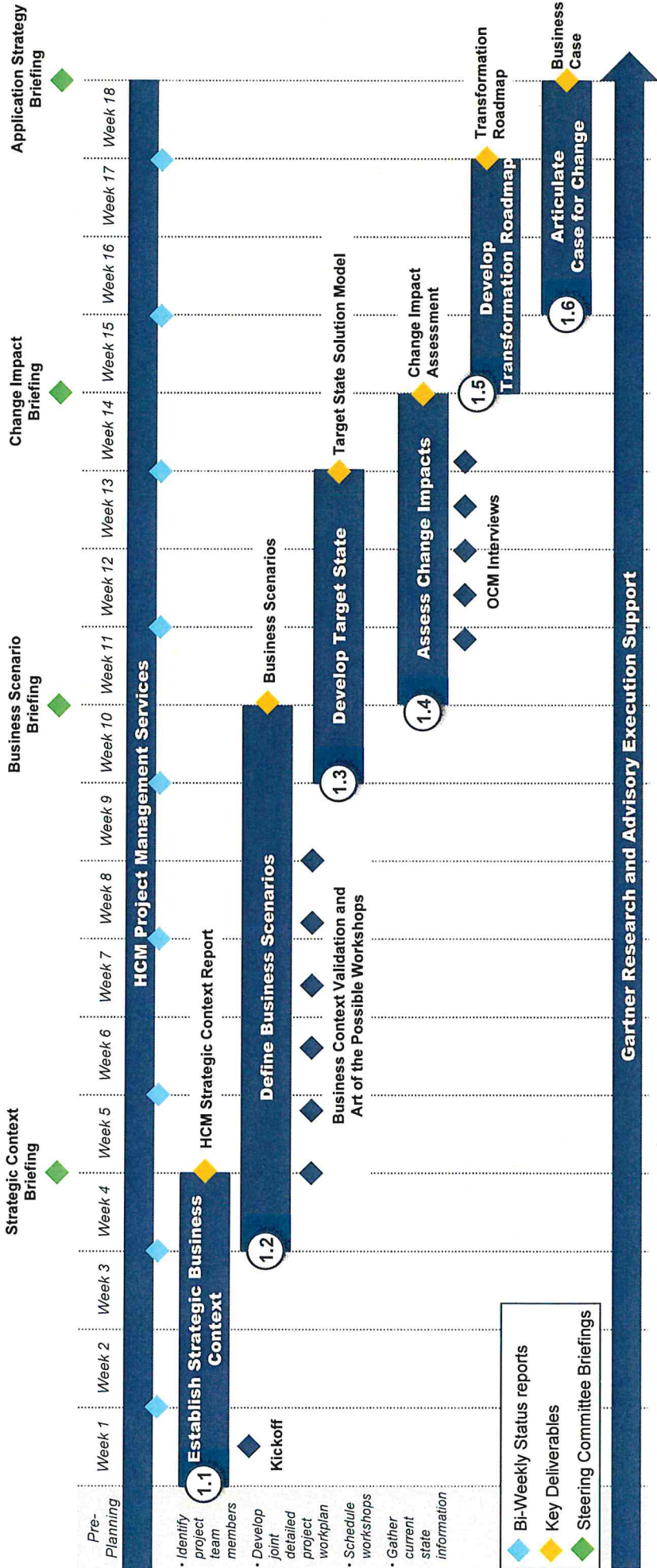
### County Participants

- Executive Steering Committee
- Executive Sponsor
- HCM Business Owner
- HCM Project Manager\*
- HCM IT Lead
- HCM Process Owners
- County Business and IT Stakeholders

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired

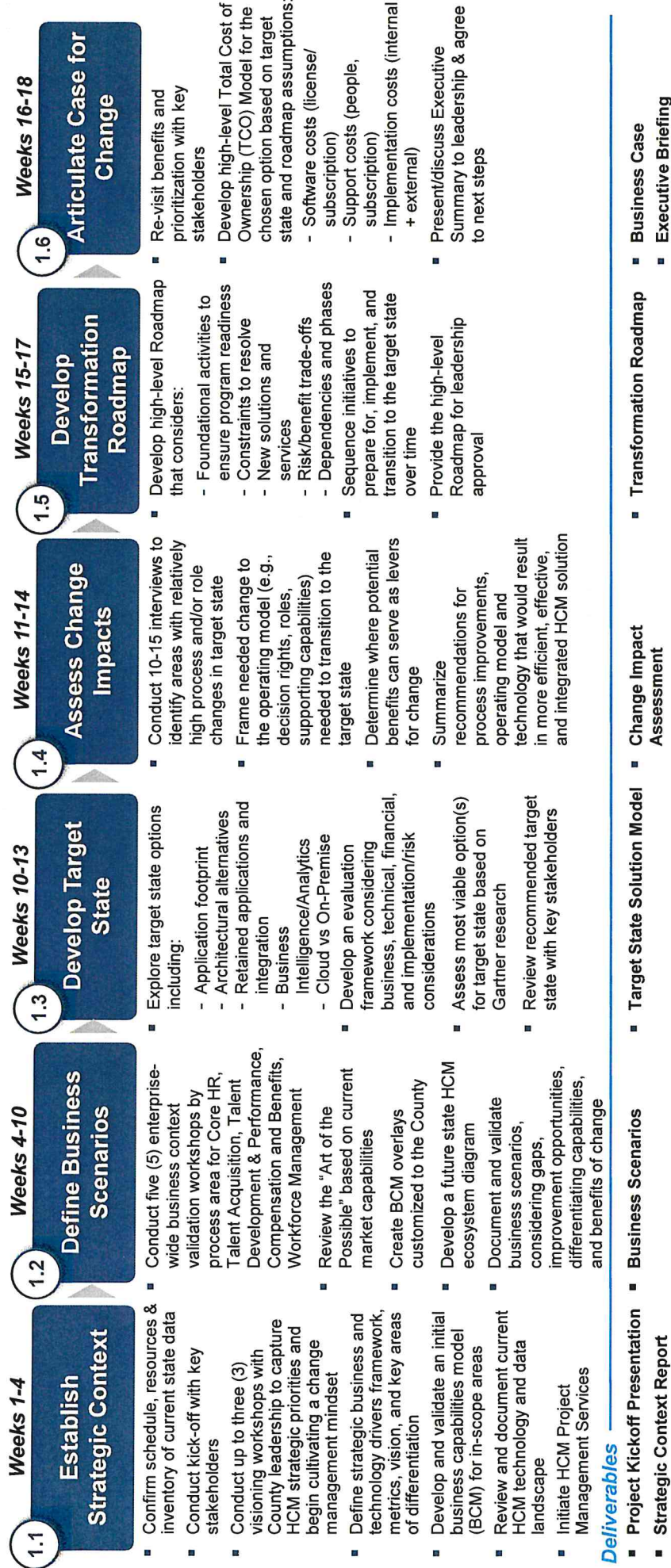
# Phase 1 – Develop Application Strategy

Gartner anticipates completion of Phase 1 within 18 weeks, as detailed in the figure below. This schedule is dependent on the assumptions included in this statement of work.





# Phase 1 – Develop Application Strategy



## Deliverables

- Project Kickoff Presentation
- Strategic Context Report
- Project Plan
- Project Governance Charter
- Target State Solution Model
- Change Impact Assessment
- Transformation Roadmap
- Business Case
- Executive Briefing

## Phase 1 – Step 1: Establish Strategic Context

### Objective(s)

- Confirm a mutual awareness of the County's current state HCM
- Provide a solid base for decision-making and prioritization that aligns scope and priorities to strategic drivers with clear outcome metrics

### Activities Performed by Gartner

- Confirm project schedule, resources, and inventory of current state data
- Conduct kick-off with key stakeholders
- Conduct up to three (3) visioning workshops with County leadership to capture HCM strategic priorities and begin cultivating a change management mindset
- Define strategic business and technology drivers framework, metrics, vision, and key areas of differentiation
- Develop and validate an initial business capabilities model (BCM) for in-scope areas
- Review and document current HCM technology and data landscape

### County Responsibilities

- Identify and schedule appropriate stakeholders for project activities
- Actively participate in stakeholder workshops
- Review and provide feedback on initial BCM and all Gartner deliverables
- Provide required documentation and baseline cost information

### Deliverables and Work Product(s)

- Project Kickoff Presentation
- HCM Strategic Context Report

### Time Frame

- Weeks 1 – 4

### County Participants

- Executive Steering Committee
- Executive Sponsor
- HCM Business Owner
- HCM Project Manager\*
- HCM IT Lead
- HCM Process Owners
- County Business and IT Stakeholders

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired



## Phase 1 – Step 2: Define Business Scenarios

### Objective(s)

- Develop a unique set of business scenarios to inform development of the target state and RFP, considering both current capabilities as well as the “Art of the Possible” based on current market solutions

### Activities Performed by Gartner

- Conduct five (5) enterprise-wide business context validation workshops by process area for Core HR, Talent Acquisition, Talent Development and Performance, Compensation and Benefits, and Workforce Management
- For each process area, identify gaps, improvement opportunities, differentiating capabilities and benefits of change
- Coordinate up to 5 solution demonstrations to review the “Art of the Possible” with County stakeholders based on current market capabilities
- Create BCM overlays customized to the County
- Develop future state HCM ecosystem diagram
- Document draft and final business scenarios, considering County feedback

### County Responsibilities

- Prepare for interviews/working sessions in advance per Gartner guidance and materials
- Schedule and participate in business context validation workshops
- Identify participants for and participate in “Art of the Possible” demonstrations
- Validate workshop findings and analysis. Review and approve deliverables

### Deliverables and Work Product(s)

- Business Scenarios

### Time Frame

- Weeks 4 – 10

### County Participants

- Executive Steering Committee
- Executive Sponsor
- HCM Business Owner
- HCM Project Manager\*
- HCM IT Lead
- HCM Process Owners
- County Business and IT Stakeholders

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired

RESTRICTED | 330077222 | Version 3.0 | 8 April 2024

12 © 2024 Gartner, Inc. and/or its affiliates. All rights reserved.

## Phase 1 – Step 3: Develop Target State

### Objective(s)

- Determine the County's HCM system target state based on market trends, alignment with strategic priorities, and County needs identified through business scenario development

### Activities Performed by Gartner

- Explore target state options including:
  - Application footprint
  - Architectural alternatives (e.g., single suite, composable, best-of-breed)
  - Retained applications and integration
  - Business Intelligence/Analytics
  - Cloud vs On-Premise
- Develop an evaluation framework considering business, technical, financial, and implementation/risk considerations
- Assess most viable option(s) for target state based on Gartner research
- Review recommended target state with key stakeholders

### County Responsibilities

- Provide access to HR & IT SMEs to participate in target state design sessions
- Conduct review and provide feedback on target state options
- Select the target state HCM option for the County

### Deliverables and Work Product(s)

- Target State Solution Model

### Time Frame

- Weeks 10 – 13

### County Participants

- Executive Steering Committee
- Executive Sponsor
- HCM Business Owner
- HCM Project Manager\*
- HCM IT Lead
- HCM Process Owners
- County Business and IT Stakeholders

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired



## Phase 1 – Step 4: Assess Change Impacts

### Objective(s)

- Provide the County insights into the types and extent of changes (i.e., processes, technology, service delivery) that will be required to implement and sustain the HCM target state

### Activities Performed by Gartner

- Conduct 10-15 interviews to identify areas with relatively high process and/or role changes in target state
- Frame needed change to the operating model (e.g., decision rights, roles, supporting capabilities) needed to transition to the target state
- Determine where potential benefits can serve as levers for change
- Summarize recommendations for process improvements, operating model and technology that would result in more efficient, effective, and integrated HCM solution

### County Responsibilities

- Participate in change impact assessment working sessions and/or interviews
- Provide comments/feedback on the change impact assessment
- Achieve consensus on the change impacts

### Deliverables and Work Product(s)

- Change Impact Assessment

### Time Frame

- Weeks 11 – 14

### County Participants

- Executive Steering Committee
- Executive Sponsor
- HCM Business Owner
- HCM Project Manager\*
- HCM IT Lead
- HCM Process Owners
- County Business and IT Stakeholders

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired

## Phase 1 – Step 5: Develop Transformation Roadmap

### Objective(s)

- Ensure readiness for transition to the target state by developing a time-based, high-level plan of action considering organizational change, data governance, capability development, process re-engineering, sourcing, and any other required implementation initiatives.

### Activities Performed by Gartner

- Develop a high-level Transformation Roadmap that considers:
  - Foundational activities to ensure program readiness
  - Constraints to resolve
  - New solutions and services
  - Risk/benefit trade-offs
  - Dependencies and phases
- Sequence initiatives to prepare, implement, and transition to the target state over time
- Provide the Transformation Roadmap for leadership approval

### County Responsibilities

- Iterative participation in the development of roadmap initiatives, dependencies, benefit quantification, and support the development of cost estimates/assumptions
- Review and approve Transformation Roadmap

### Deliverables and Work Product(s)

- Transformation Roadmap

### Time Frame

- Weeks 15 – 17

### County Participants

- Executive Steering Committee
- Executive Sponsor
- HCM Business Owner
- HCM Project Manager\*
- HCM IT Lead
- HCM Process Owners
- County Business and IT Stakeholders

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired



## Phase 1 – Step 6: Articulate Case for Change

### Objective(s)

- Establish a clear justification, considering benefits and costs, to proceed with sourcing and implementation of an HCM solution to achieve the target state model

### Activities Performed by Gartner

- Develop high-level total cost of ownership (TCO) model for the selected option based on target state and roadmap assumptions:
  - Software costs (license, subscription)
  - Support costs (people, subscription, services)
  - Implementation costs (systems integration, organizational change management, business process reengineering)
- Refine the initial business case developed by the County
- Present Executive Briefing to leadership

### County Responsibilities

- Collaborate with Gartner on Executive Briefing development and presentation to leadership
- Provide Finance support for benefit quantification
- Work with Gartner to refine the business case

### Deliverables and Work Product(s)

- Business Case
- Executive Briefing

### Time Frame

- Weeks 16 – 18

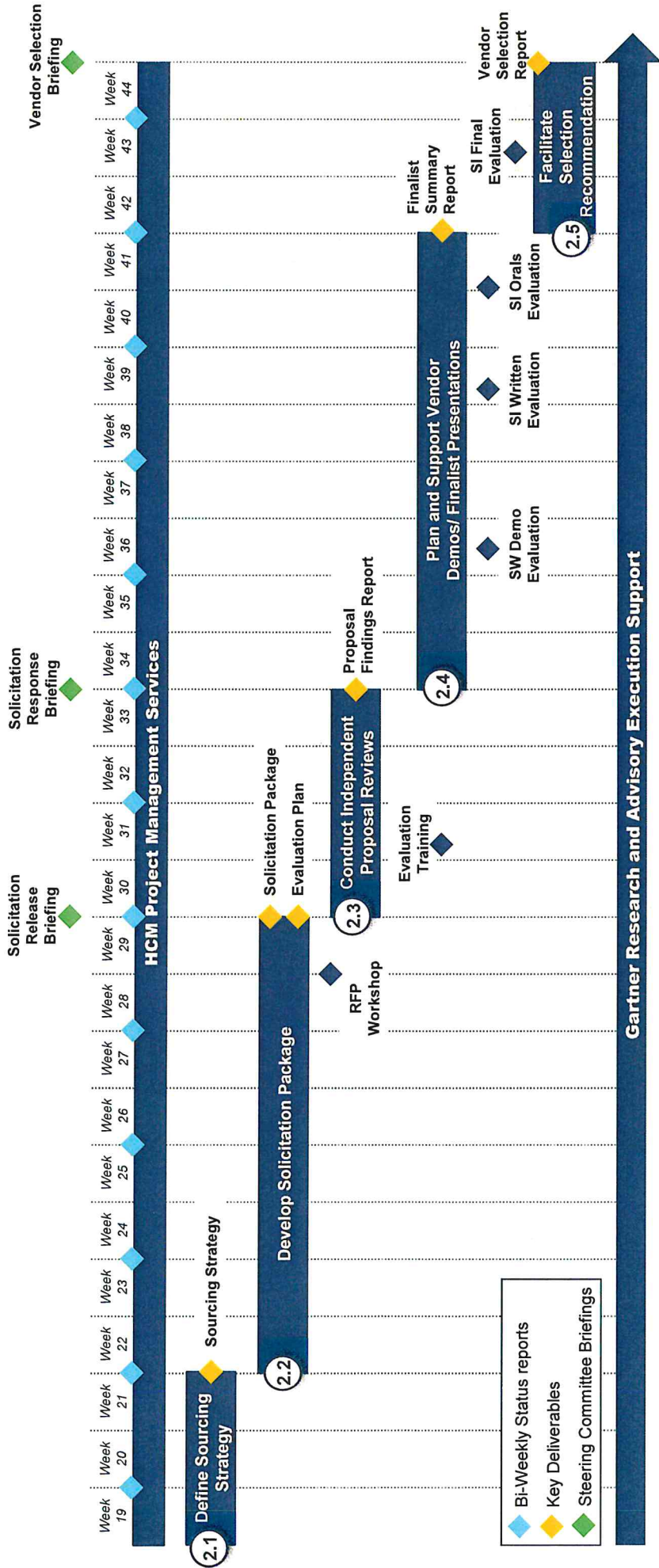
### County Participants

- Executive Steering Committee
- Executive Sponsor
- HCM Business Owner
- HCM Project Manager\*
- HCM IT Lead
- HCM Process Owners
- County Business and IT Stakeholders
- Financial Analyst

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired

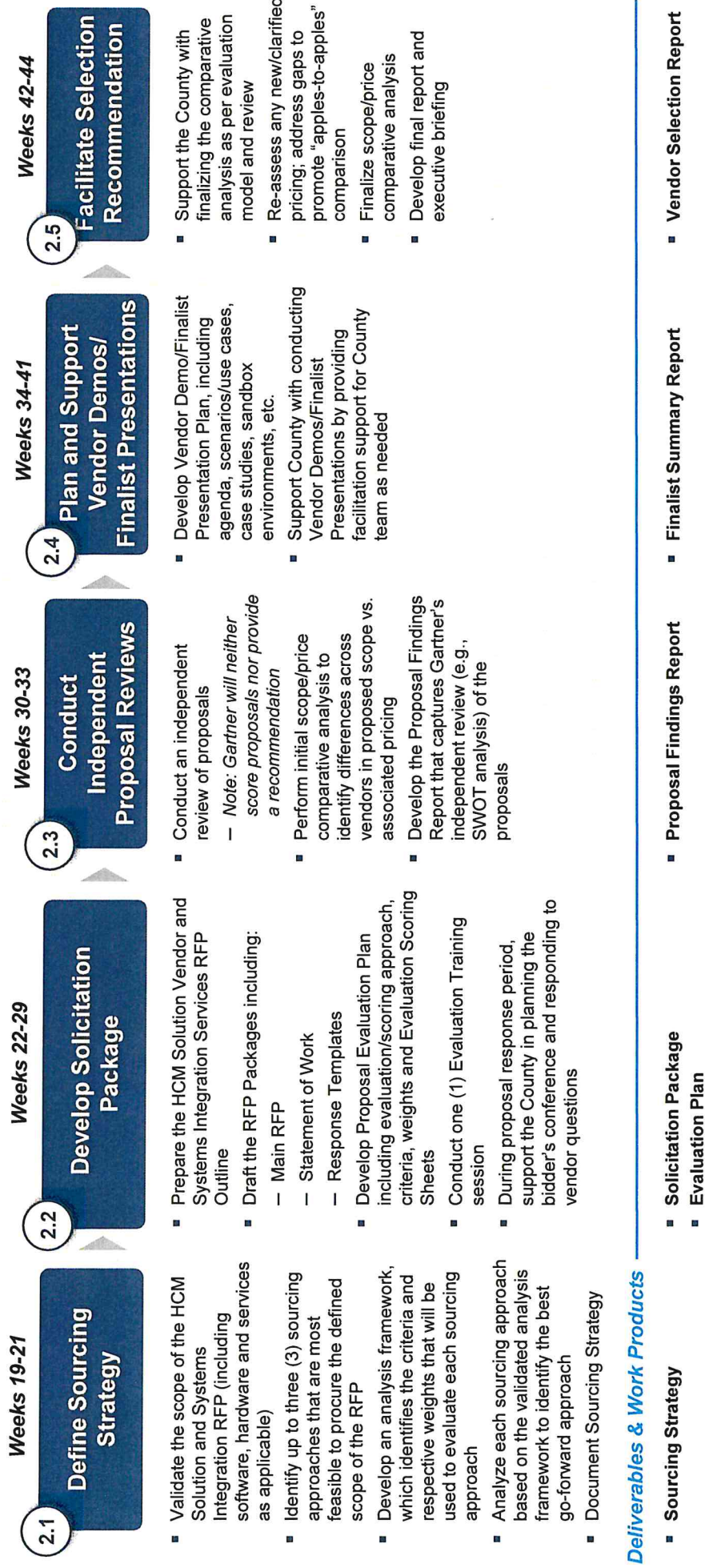
## Phase 2 – Select the Right Vendors

Gartner anticipates completion of Phase 2 within 26 weeks (weeks 19-44 overall), as detailed in the figure below. This schedule is dependent on the assumptions included in this statement of work, including a single RFP for combined HCM software and Systems Integration services.





## Phase 2 – Select the Right Vendors



### Deliverables & Work Products

- Sourcing Strategy
- Solicitation Package
- Evaluation Plan
- Proposal Findings Report
- Finalist Summary Report
- Vendor Selection Report

## Phase 2 – Step 1: Define Sourcing Strategy

### Objective(s)

- Define the go-forward approach the County will employ to procure the necessary product(s) and services to realize the HCM target state

### Activities Performed by Gartner

- Validate the scope of the HCM Solution and Systems Integration RFP (including software, hardware and services as applicable)
- Identify up to three (3) sourcing approaches that are most feasible to procure the defined scope of the RFP
- Develop an analysis framework, which identifies the criteria and respective weights that will be used to evaluate each sourcing approach
- Analyze each sourcing approach based on the validated analysis framework to identify the best go-forward approach
- Document Sourcing Strategy

### County Responsibilities

- Confirm Solicitation Core Team members
- Identify and confirm participants and schedule for meetings
- Provide input/direction on County's procurement guidelines, policies, templates, standards, etc.
- Ensure timely stakeholder review and feedback on deliverables to meet agreed upon project schedule

### Deliverables and Work Product(s)

- Sourcing Strategy

### Time Frame

- Weeks 19 – 21

### County Participants

- Solicitation Core Team (County Contracts/Procurement Lead, RFP Development Lead, others to be determined)
- HCM Business Owner
- HCM Project Manager\*



## Phase 2 – Step 2: Develop Solicitation Package

### Objective(s)

- Develop an HCM Solution Vendor and Systems Integration Services solicitation package to solicit bids that will meet the County's requirements.

### Activities Performed by Gartner

- Prepare the HCM Solution Vendor and Systems Integration Services RFP Outline
- Draft the RFP Packages including:
  - Main RFP
  - Statement of Work
  - Response Templates
- Develop Proposal Evaluation Plan including evaluation/scoring approach, criteria, weights and Evaluation Scoring Sheets
- Conduct Evaluation Training
- During proposal response period, support the County in planning the bidder's conference and responding to vendor questions

### County Responsibilities

- Identify and confirm participants and schedule for meetings
- Provide necessary current state data for solicitation (e.g., transaction volumes, etc.)
- Provide County boilerplate language and Terms & Conditions for inclusion in the RFP
- Ensure timely stakeholder review and feedback

### Deliverables and Work Product(s)

- Solicitation Package
- Evaluation Plan

### Time Frame

- Weeks 22 – 29

### County Participants

- Solicitation Core Team
- HCM Business Owner
- HCM Project Manager\*

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired

## Phase 2 – Step 3: Conduct Independent Proposal Reviews

### Objective(s)

- Conduct an independent and objective review of the submitted HCM Solution and Systems Integration Services proposals.

### Activities Performed by Gartner

- Conduct an independent review of proposals
  - *Note: Gartner will neither score proposals nor provide a recommendation*
- Perform initial scope/price comparative analysis to identify differences across vendors in proposed scope vs. associated pricing
- Develop the Proposal Findings Report that captures Gartner's independent review (e.g., SWOT analysis) of the proposals

### County Responsibilities

- If the number of qualified proposals exceeds five (5), determine the proposals for Gartner's independent review
- Prepare for and facilitate all Evaluation Team meetings
- Prepare for and facilitate all meetings with Proposers (e.g., confidential conversations, finalist presentations, etc.)
- Score proposals, provide a recommendation on the best value vendor(s), and select the top ranked vendor

### Deliverables and Work Product(s)

- Proposal Findings Report

### Time Frame

- Weeks 30 – 33

### County Participants

- Solicitation Core Team
- Proposal Evaluation Team
- HCM Project Manager\*

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired



## Phase 2 – Step 4: Plan and Support Vendor Demos / Finalist Presentations

### Objective(s)

- Determine the Systems Integration Vendor that provides the best HCM technical solution and implementation approach

### Activities Performed by Gartner

- Develop Vendor Demo/Finalist Presentation Plan, including agenda, scenarios/use cases, case studies, sandbox environments, etc.
- Support County with conducting Vendor Demos/Finalist Presentations by providing facilitation support for County team as needed

### County Responsibilities

- Participate in orals/demos
- Score and rank Vendors based on unique/differentiating requirements
- Reach consensus to select a Vendor

### Deliverables and Work Product(s)

- Finalist Summary Report

### Time Frame

- Weeks 34 – 41

### County Participants

- Solicitation Core Team
- Proposal Evaluation Team
- HCM Project Manager\*

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired

## Phase 2 – Step 5: Facilitate Selection Recommendation

### Objective(s)

- Establish preferred Vendor recommendation based on final evaluation, reassessment of solution, pricing and gaps based on an “apples-to-apples” comparison and Vendor clarifications

### Activities Performed by Gartner

- Support the County with finalizing the comparative analysis as per evaluation model and review
- Re-assess any new/clarified pricing; address gaps to promote “apples-to-apples” comparison
- Finalize scope/price comparative analysis
- Develop final report and executive briefing

### County Responsibilities

- Participate in sessions to get solution and pricing clarifications from Vendor
- Review identified Vendor risks and mitigation actions
- Select the preferred Vendor

### Deliverables and Work Product(s)

- Vendor Selection Report

### Time Frame

- Weeks 42 – 44

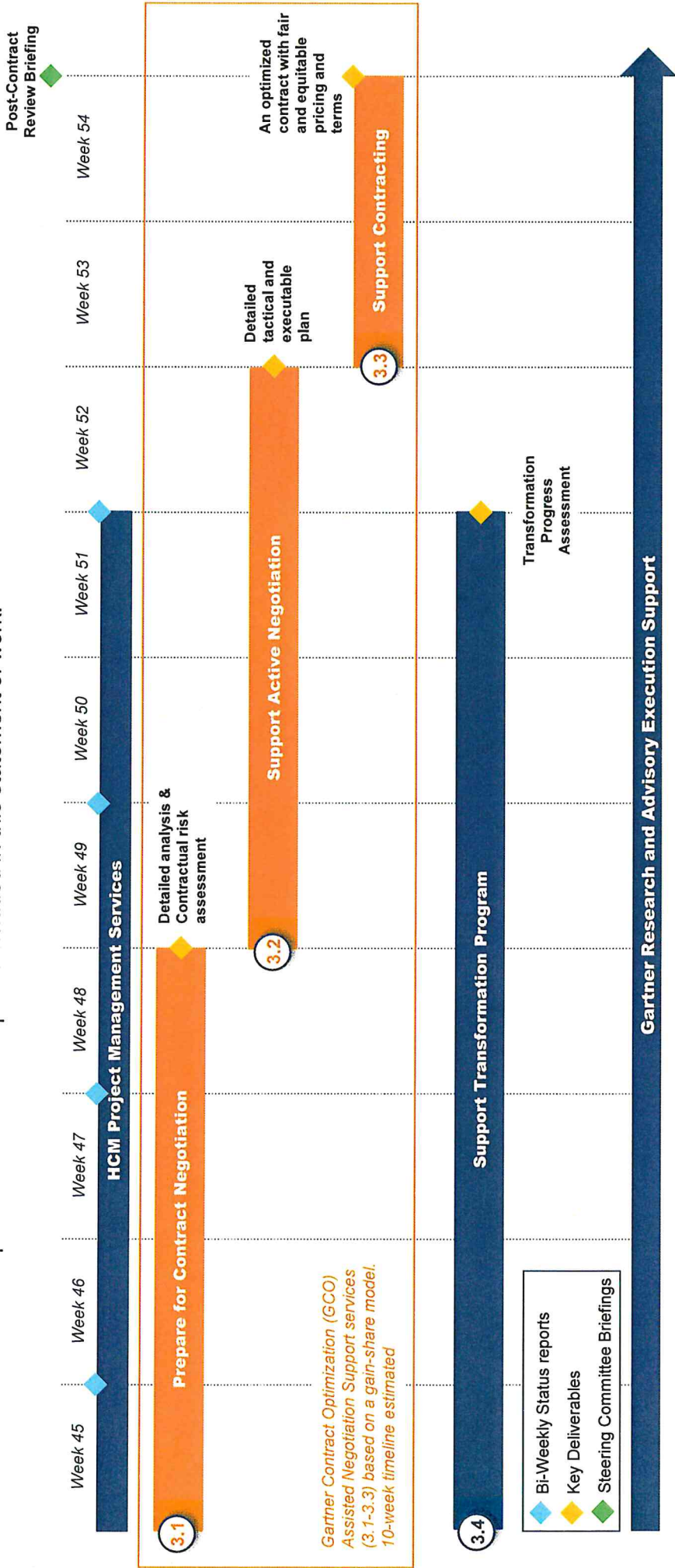
### County Participants

- Solicitation Core Team
- Proposal Evaluation Team
- Executive Steering Committee
- Executive Sponsor
- HCM Business Owner
- HCM Project Manager\*
- HCM IT Lead



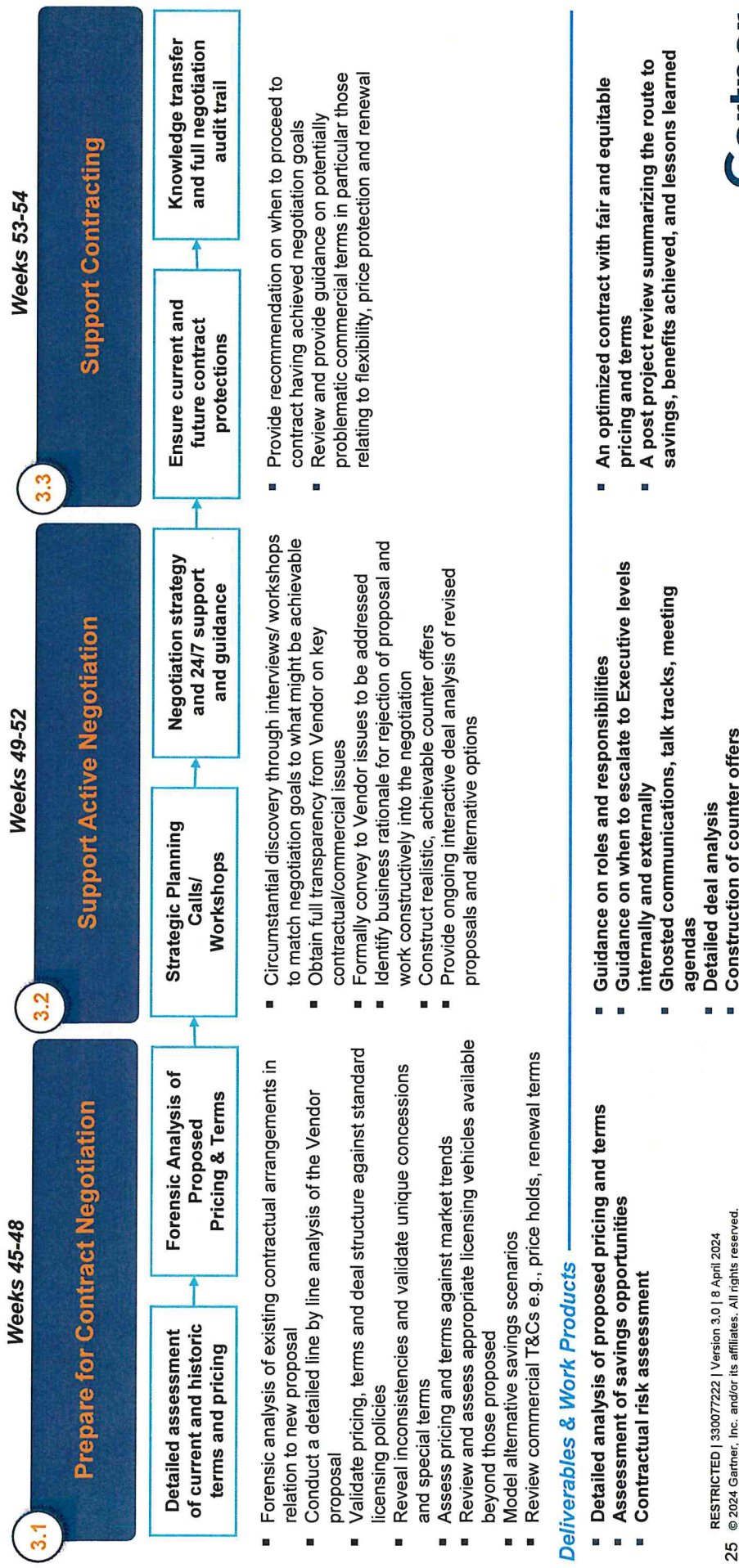
## Phase 3 – Assist with Contract Negotiations

Gartner anticipates that assisted contract negotiations will be completed within 10 weeks (weeks 45-54 overall), as detailed in the figure below. This schedule is dependent on the assumptions included in this statement of work.



## Phase 3 – Steps 1 – 3: Assist with Contract Negotiations

The Gartner Contract Optimization team will provide assistance for commercial due diligence and negotiation support for a success-based fee based on a percentage of savings achieved.



## Phase 3 — Step 1: Prepare for Contract Negotiation

### Objective(s)

- Forensic analysis of proposed pricing and terms to identify savings opportunities and provide input into the negotiation plan

### Activities Performed by Gartner

- Forensic analysis of existing contractual arrangements in relation to new proposal
- Conduct a detailed line by line analysis of the Vendor proposal
- Validate pricing, terms and deal structure against standard licensing policies
- Reveal any inconsistencies and validate unique concessions and special terms
- Assess pricing and terms against market trends
- Review and assess appropriate licensing vehicles available beyond those proposed
- Model alternative savings scenarios
- Review commercial T&Cs e.g., price holds, renewal terms

### County Responsibilities

- Provide access to all current and prior documentation relating to the negotiation e.g., PowerPoint proposals, supporting spreadsheets, draft contracts etc.

### Deliverables and Work Product(s)

- Detailed analysis of proposed pricing and terms
- Assessment of savings opportunities
- Contractual risk assessment

### Time Frame

- Weeks 45 – 48

### County Participants

- Procurement, Contract & Legal Team



## Phase 3 — Step 2: Support Active Negotiation

### Objective(s)

- 24/7 assisted negotiation support to ensure achievement of County's negotiation goals

### Activities Performed by Gartner

- Circumstantial discovery through interviews/workshops to match negotiation goals to what might be achievable
- Detailed tactical and executable plan to generate maximum leverage
- Guidance on roles and responsibilities and when to escalate to Executive levels internally and externally
- Ghosted communications, talk tracks, meeting agendas
- Detailed deal analysis
- Construction of counter offers

### County Responsibilities

- Provide timely access to an executive team aligned with GC as required to manage and control messaging to and from the Vendor
- Provide access to a point person to manage daily interaction with a multi-disciplined team typically to include IT, business leaders, sourcing and legal

### Deliverables and Work Product(s)

- Guidance on roles and responsibilities
- Guidance on when to escalate to Executive levels internally and externally
- Ghosted communications, talk tracks, meeting agendas
- Detailed deal analysis
- Construction of counter offers

### Time Frame

- Weeks 49 – 52

### County Participants

- Procurement, Contract & Legal Team

## Phase 3 — Step 3: Support Contracting

### Objective(s)

- Endorsement that the pricing and terms are acceptable

### Activities Performed by Gartner

- Provide recommendation on when to proceed to contract having achieved negotiation goals
- Review and provide guidance on potentially problematic commercial terms in particular those relating to flexibility, price protection and renewal

### County Responsibilities

- Provide timely access to an executive team aligned with Gartner as required to manage and control messaging to and from the Vendor
- Provide access to a point person to manage daily interaction with a multi-disciplined team typically to include IT, business leaders, sourcing and legal
- Contract execution support

### Deliverables and Work Product(s)

- An optimized contract with fair and equitable pricing and terms
- A post project review summarizing the route to savings, benefits achieved, and lessons learned

### Time Frame

- Weeks 53 – 54

### County Participants

- Procurement, Contract & Legal Team

## Phase 3 – Step 4: Support Transformation Program

### Objective(s)

- Advance organizational readiness to help stakeholders understand, be prepared for, and accept the change that comes with the implementation of a new HCM solution.

### Activities Performed by Gartner

- Develop framework to assess progress, including key indicators
- Assess County progress on foundational activities as described in the Transformation Roadmap from Phase 1 – Step 1.5
- Provide ongoing organizational change management subject matter expertise and change leadership support

### County Responsibilities

- Validate assessment framework and key indicators
- Participate in working sessions and/or interviews
- Lead transformation initiatives
- Review Transformation Progress Assessment

### Deliverables and Work Product(s)

- Transformation Progress Assessment

### Time Frame

- Weeks 45-51 (Parallel activity during first 7 weeks of Negotiation Support)

### County Participants

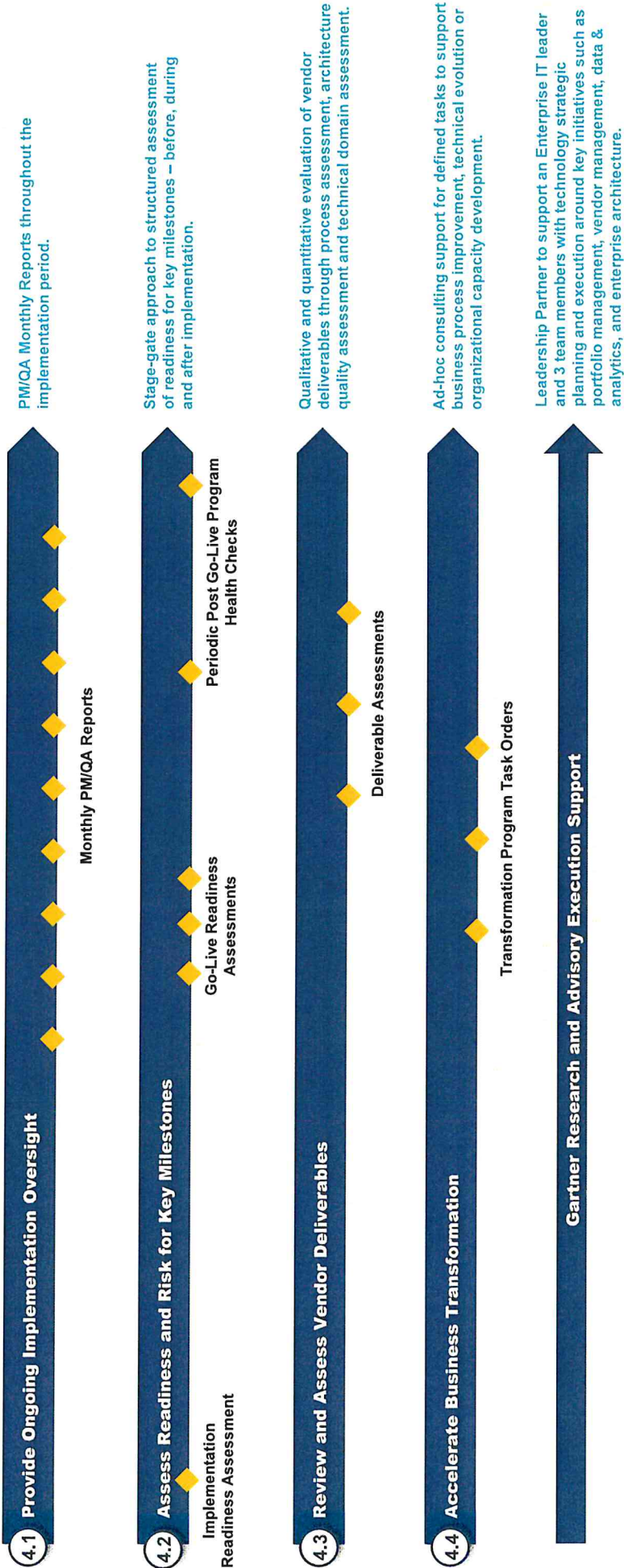
- Executive Steering Committee
- Executive Sponsor
- HCM Business Owner
- HCM Project Manager\*
- HCM IT Lead
- HCM Process Owners
- County Business and IT Stakeholders

\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired



## Phase 4 – Manage for Successful Execution

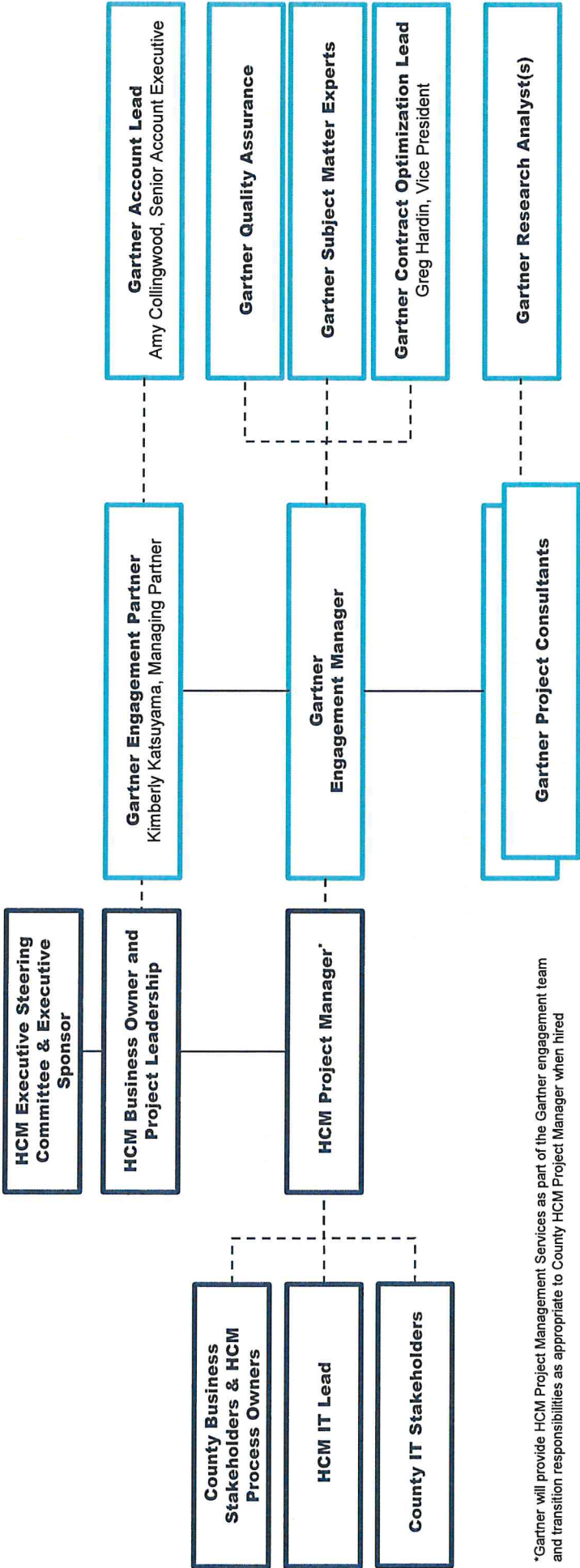
Optional ongoing Gartner support would begin with the Board Approval of and HCM Vendor contract. Specific dates and milestones are dependent on the County HCM implementation plan to be developed by the selected solution partner(s).



# Project Team Overview

## Organization Chart

Gartner has created an organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise.



\*Gartner will provide HCM Project Management Services as part of the Gartner engagement team and transition responsibilities as appropriate to County HCM Project Manager when hired



# Project Team Overview

## County Roles and Responsibilities – Estimated Effort by Phase

| Role                                                   | Expectations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Effort Estimate by Phase |                    |                     |                                                                        |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------|---------------------|------------------------------------------------------------------------|
|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1: Strategy              | 2: Selection       | 3: Negotiation      | 4: Optimization                                                        |
| HCM Executive Steering Committee and Executive Sponsor | <ul style="list-style-type: none"> <li>Provide executive direction on business and technology priorities</li> <li>Secure funding and resource prioritization to support HCM project</li> <li>Provide overall guidance to project team on business needs</li> <li>Resolve escalated issues as needed</li> </ul>                                                                                                                                                                                                                                                                                                                                    | 1-2 days per month       | 1-2 days per month | 1-2 days per month  | 1-2 days per month                                                     |
| HCM Business Owner & Project Leadership                | <ul style="list-style-type: none"> <li>Primary operational business lead accountable for project success</li> <li>Define project objectives and scope</li> <li>Validate business drivers and requirements</li> <li>Drive consensus on target state priorities with HR leads</li> <li>Review and approve Gartner project deliverables</li> </ul>                                                                                                                                                                                                                                                                                                   | 1-2 days per week        | 1-2 days per week  | 1-2 days per week   | 1-2 days per week                                                      |
| HCM Project Manager                                    | <ul style="list-style-type: none"> <li>Provide day-to-day enterprise HCM project leadership</li> <li>Coordinate efforts of multiple workstreams and resources while managing project scope</li> <li>Work with Gartner Project Manager to align resources, activities and dependencies</li> <li>Facilitate the scheduling of Gartner interviews and workshops</li> <li>Review and provide input into Gartner project deliverables</li> <li>Participate in Gartner project status meetings and working sessions</li> <li>Resolve or escalate issues that may arise</li> <li>Manage internal project approval and communication processes</li> </ul> | Full Time                | Full Time          | Full Time           | Full Time<br>+ additional PM support for key implementation milestones |
| HCM IT Lead                                            | <ul style="list-style-type: none"> <li>Provide information about current state technologies and data flows</li> <li>Review and approve technical requirements</li> <li>Define technical standards and guidelines for new solution</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                      | 1 day per week           | 1 day per week     | 1 day per week      | 1 day per week                                                         |
| HCM Process Owners                                     | <ul style="list-style-type: none"> <li>Participate in workshops and review sessions to validate target state requirements and drive enterprise consensus for assigned process area(s): <i>Core HR, Talent Acquisition, Talent Development and Performance, Compensation and Benefits, Workforce Management</i></li> </ul>                                                                                                                                                                                                                                                                                                                         | 1-2 days per week        | 2-3 days per week  | 1-2 hours per month | 1 day per week                                                         |
| County Business and IT Stakeholders                    | <ul style="list-style-type: none"> <li>Participate in discovery activities, interviews and project workshops</li> <li>Review and provide input into project deliverables</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1-2 days per week        | 1-2 days per week  | 1-2 hours per month | 1-2 days per week                                                      |
| Solicitation Core Team                                 | <ul style="list-style-type: none"> <li>Actively participate in the sourcing effort</li> <li>Review and score vendor proposals and demos</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | -                        | 2-3 days per week  | -                   | -                                                                      |
| Procurement, Contract & Legal Team                     | <ul style="list-style-type: none"> <li>Review and approve solicitation packages</li> <li>Oversee selection process</li> <li>Conduct negotiations and contracting</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1-2 days per month       | 1-2 days per week  | 2-3 days per week   | 1-2 days per month                                                     |



# Project Team Overview

## Gartner Roles and Responsibilities

| Gartner Team Member Roles and Responsibilities |                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Account Lead                                   | <ul style="list-style-type: none"><li>▪ Ensure that value delivered is seamlessly integrated with all Gartner services to the County and that recommendations are actionable through ongoing Gartner services.</li><li>▪ Provide additional guidance and context so this engagement is aligned to, and advances, the mission-critical priorities of the County.</li></ul>        |
| Engagement Partner                             | <ul style="list-style-type: none"><li>▪ Ensure that Gartner activities support County goals</li><li>▪ Build and maintain trusted relationship with County leadership</li><li>▪ Provide high-level oversight and resolve issues as necessary</li><li>▪ Ensure that the value delivered through this engagement is seamlessly integrated with all Gartner programs</li></ul>       |
| Engagement Manager                             | <ul style="list-style-type: none"><li>▪ Day-to-day management of engagement initiatives to ensure deliverables are completed on time and meet quality standards.</li><li>▪ Act as the primary point of contact for the Gartner team.</li><li>▪ Work closely with the County to ensure that Gartner is meeting its needs.</li></ul>                                               |
| Project Consultant(s)                          | <ul style="list-style-type: none"><li>▪ Perform primary discovery and analysis activities for each project phase</li><li>▪ Synthesize and validate findings to develop recommendations leveraging the full breadth of Gartner expertise</li><li>▪ Create and present client deliverables</li><li>▪ Develop, facilitate and lead project workshops and working sessions</li></ul> |
| Subject Matter Experts                         | <ul style="list-style-type: none"><li>▪ Provide targeted guidance and best practices to team</li><li>▪ Lead domain-specific working sessions as needed</li><li>▪ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement</li></ul>                                                                                           |
| Quality Assurance                              | <ul style="list-style-type: none"><li>▪ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement</li></ul>                                                                                                                                                                                                                    |
| Gartner Contract Optimization Lead             | <ul style="list-style-type: none"><li>▪ Single point of contact for expert negotiation support services</li><li>▪ Work closely with County procurement, contract and legal team</li><li>▪ Note: County is the face of the negotiations team with the vendor</li></ul>                                                                                                            |
| Research Analysts                              | <ul style="list-style-type: none"><li>▪ Support the core project team by providing context-sensitive perspective to issues specific to the County</li><li>▪ Participate in analysis and review deliverables as needed</li></ul>                                                                                                                                                  |

# Assumptions

## Project Management and Control

A number of crucial activities are accomplished via Gartner's project management process, namely:



- Our project management process guides reporting, risk mitigation, and engagement control throughout:
  - Bi-weekly status meetings with the County HCM project team and regular briefings to the Executive Steering Committee
  - Bi-weekly status reports covering activities completed and planned, as well as issues and decisions and a project health dashboard
  - Gartner will be in constant communication with stakeholders to ensure full awareness of activities, the associated timeline, and actions required to ensure efficient control of project change.

## Assumptions

### County's Participation

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:

#### County's Participation

- County will designate an individual to act as the primary point of contact for this engagement. The County's primary point of contact will be expected to work closely with Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) identify a coordinator to facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.
- The work effort described in this Proposal assumes County's personnel are available to assist in the manner defined in this Proposal. If County's personnel are not available, a change of scope may be necessary.
- County will review and approve documents within five (5) business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by County.
- County will schedule County's resources for engagement activities and provide meeting facilities as necessary.
- County's personnel will be available per the final project schedule.
- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and to ensure a culture of continuous improvement of process and best practice.



# Assumptions

## Primary Assumptions

### Solicitation Development

- The County will use Gartner's work product and deliverable (including bid package and evaluation model) templates without significant modification
- The County will issue a single (1) RFP for combined HCM Software (SW) and Systems Integration (SI) services

### Requirements, Vendor Proposals, Demonstrations, and Reference Checks

- Gartner will review up to five (5) proposals, participate in no more than three (3) combined SW & SI vendor team demos for no more than two (2) days per team, and all demos/oral-presentations will be completed within a two-week period
- Up to one (1) Gartner team member will participate in the demonstrations/oral-presentations
- One (1) final pricing revision request will be incorporated into the SI proposal pricing analysis
- The County will be accountable for direct follow-up with SI's and reference checks

# Assumptions

## Data Collection and Key Personnel

### Data Collection

- The due diligence (as-is) data are reasonably available via interviews and documentation review.
- The County will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.
- Engagement pricing is based on the assumption that Gartner will conduct up to 25 interviews, 5-10 workshops and up to 5 half-day "Art of the Possible" demo sessions over a period of 51 weeks and that the County will arrange all sessions with the County's personnel.
- All data collection and interviews/workshops will take place remotely as described in this Proposal and/or as agreed to at the project kickoff.

### Key Personnel

- Upon signing of a contract, Gartner will identify named personnel as project team members with the appropriate skills and background to deliver fully on the undertakings defined in the Proposal.
- If unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform the County as soon as reasonably possible and substitute appropriate associates with comparable skills.
- Gartner associates identified as Account Partners are not billed for as part of project pricing. Their guidance and support represent a significant value-add to the engagement.
- Where it is indicated in this Proposal, that a proposed team member is a sub-contractor to Gartner, the County agrees to the inclusion of that individual as a member of the project team so long as the sub-contractor is suitably qualified to provide the services. If such inclusion is not reasonably acceptable to the County, Gartner will be informed at the earliest opportunity and requested to find an alternative team member.

# Assumptions

## Place of Performance, Timeline and Deliverables

### Place of Performance

- Except as agreed between Gartner and the County, all Gartner services will be performed at Gartner locations.
- Office space, telephones, printing/copying services and access to the open internet will be made available on a reasonable basis to Gartner at County locations for onsite time.

### Timeline

- Project delays that extend the timeline may result in additional cost

### Deliverables

- Any requests for additional information or resource (beyond the details described in the steps above) that are made by the County will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal).
- All deliverables will be developed using Microsoft Office products (e.g., Word and PowerPoint).
- All Deliverables, provided by Gartner to the County shall be deemed to be accepted within 5 days of receipt by the County unless Gartner receives written notice of non-acceptance within 5 days after their delivery.
- Deliverables will not be made available to anyone outside of the County organization.

### Gartner Independence and Objectivity

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



# Investment Summary – Consulting Services

| HCM Strategic Sourcing Support                                              |                                                                                                                                                                                                                     |                                                                                   |                                                                                                |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Phase                                                                       | Milestones                                                                                                                                                                                                          | Fees                                                                              | Timeframe                                                                                      |
| 0. Provide HCM Project Management Services                                  | 0.0 Ongoing HCM Project Management Services                                                                                                                                                                         | \$500,000                                                                         | Weeks 1 – 51                                                                                   |
| 1. Develop Application Strategy                                             | 1.1 Establish Strategic Business Context<br>1.2 Define Business Scenarios<br>1.3 Develop Target State<br>1.4 Assess Change Impacts<br>1.5 Develop Transformation Roadmap<br>1.6 Articulate Case for Change          | \$545,000                                                                         | Weeks 1 – 18                                                                                   |
| 2. Select the Right Vendors                                                 | 2.1 Define Sourcing Strategy<br>2.2 Develop Solicitation Package<br>2.3 Conduct Independent Proposal Reviews<br>2.4 Plan and Support Vendor Demos/Finalist Presentations<br>2.5 Facilitate Selection Recommendation | \$625,000                                                                         | Weeks 19 – 44                                                                                  |
| 3a. Support Transformation Program (in parallel with Contract Negotiations) | 3.4 Support Transformation Program                                                                                                                                                                                  | \$130,000                                                                         | Weeks 45 – 51                                                                                  |
| 3b. Assist With Contract Negotiations                                       | Fixed Fee Consulting Professional Services for Phases 1-3a:<br>3.1 Prepare for Contract Negotiation<br>3.2 Support Active Negotiation<br>3.3 Support Contracting                                                    | \$1,800,000<br>Success-based fee based on a percentage of savings achieved<br>TBD | 51 weeks<br>10 weeks (estimated)                                                               |
| Optional Services                                                           |                                                                                                                                                                                                                     |                                                                                   |                                                                                                |
| 4. Manage for Successful Execution                                          | 4.1 Provide Ongoing Implementation Oversight                                                                                                                                                                        | \$60,000 per month                                                                | Cadence and timing will vary based on implementation timeline for selected solution partner(s) |
|                                                                             | 4.2 Assess Readiness and Risk for Key Milestones                                                                                                                                                                    | \$75,000 per assessment                                                           |                                                                                                |
|                                                                             | 4.3 Review and Assess Vendor Deliverables                                                                                                                                                                           | \$25,000 - \$100,000 per assessment                                               |                                                                                                |
|                                                                             | 4.3 Accelerate Business Transformation                                                                                                                                                                              | Price varies by task order                                                        |                                                                                                |

# Investment Summary – Optional Research & Advisory Services

| HCM Strategic Sourcing Support            |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |                                                                                                             |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------|
| Optional Services – Research and Advisory |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |                                                                                                             |
| Research and Advisory Services            | Guided Executive Leadership Programs<br>Executive Programs Leadership Team Leader for CIO<br>Executive Programs Leadership IT Executive for ACIO<br>Enterprise IT Leadership Team Leader for CISO<br>Enterprise IT Leadership Team Leader for PMO<br>Enterprise IT Leadership Team Leader for Applications Leader<br>Enterprise IT Leadership Team Leader for I&O Leader<br>Executive Programs Leadership Individual Access or Team Leader for CHRO | \$37,300 – \$132,100 Per Role | Annual subscription, can begin any time. Multi-year contract guarantees rates/flat increase year over year. |
|                                           | Self-Guided Leadership Advisor License<br>Enterprise IT Leadership Advisor Member for IT Division Chief<br>Enterprise IT Leadership Advisor for Emerging Tech Supervisor<br>Gartner for HR Team Leader, Advisor Member or Individual Access for HR Leaders                                                                                                                                                                                          | \$20,500 – \$49,900 Per Role  |                                                                                                             |
|                                           | Technical & Tactical Advisor License<br>40 Departmental Technical Professionals Advisors                                                                                                                                                                                                                                                                                                                                                            | \$150,000 Estimated Total     |                                                                                                             |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |                                                                                                             |

**Guided Executive Leadership Programs** – 1:1 guidance and support from former CIOs, IT, and HR Leaders to support optimal decision-making across each domain required to successfully implement HCM. Includes core Gartner research and exclusive executive/leadership development content.

**Self-Guided Leadership Advisor Licenses** – Individual access to Gartner’s core research & research analysts (unlimited 30-minute calls on any topic)

**Technical & Tactical Advisor Licenses** – Individual access for up to 40 users to Gartner for Technical Professionals research. Tactical-level research is NOT available in Gartner’s core IT research. Unlimited 60-minute working sessions with analysts to respond to day-to-day challenges.



# Investment Summary

## Fees and Expenses

### Fees and Expenses

- Gartner will conduct the proposed scope of work for Phases 1 (Develop Application Strategy) and 2 (Select the Right Vendors), as well as 7 weeks of ongoing Transformation Support (Phase 3a), and 51 weeks of HCM Project Management Services, for a firm-fixed-price of \$1,800,000 (USD). This price is inclusive of travel and other reimbursable expenses. Fees will be billed as defined on the following slide.
- The cost for Phase 3b (Assist with Contract Negotiations) is unknown at this time and will be based on a gain-sharing agreement between the County and the Gartner Contract Optimization team, who will serve as a strategic advisor to the County throughout the negotiation process.
- Assisted Negotiation Support services will be conducted on a risk-reward basis whereby fees (if any) are funded entirely from measured savings achieved. Any fees are based on the actual measured achieved savings with 75% of savings retained by the County and 25% of savings representing the Gartner Fee. Savings are calculated from an agreed Measurement Start Point that reflects a negotiation position with the scope of demand substantially determined.
- Actual cost for Phase 4 (Manage for Successful Execution) is contingent upon the level of support that the County requires and will be finalized once an implementation timeline is agreed to with the County's chosen solution partner(s).



# Investment Summary

## Billing and Invoicing

### Billing and Invoicing

- Gartner will invoice for the Consulting professional fees at the conclusion of major milestones, upon the County's acceptance of the deliverable(s) for that milestone. Note, that if no response is received from the County within five business days, then acceptance of the deliverable is assumed.
- All invoices are payable net 30 days from the date of invoice. While we do not itemize billing for services, we agree and will comply with any reasonable requests for records substantiating our invoices.
- San Bernardino County will provide a Purchase Order (PO) with the following reference: 330077222, USD \$1,800,000 for Consulting. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

| Milestone      | Timing  | Description of Services                                                                                                                  | Line-Item Amount                                                            | Invoice Total |
|----------------|---------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|---------------|
| 1              | Week 18 | <ul style="list-style-type: none"><li>Develop Application Strategy</li><li>Provide HCM Project Management Services (18 weeks)</li></ul>  | <ul style="list-style-type: none"><li>\$545,000</li><li>\$175,000</li></ul> | \$720,000     |
| 2              | Week 44 | <ul style="list-style-type: none"><li>Select the Right Vendors</li><li>Provide HCM Project Management Services (26 weeks)</li></ul>      | <ul style="list-style-type: none"><li>\$625,000</li><li>\$255,000</li></ul> | \$880,000     |
| 3              | Week 51 | <ul style="list-style-type: none"><li>Support Transformation Program</li><li>Provide HCM Project Management Services (7 weeks)</li></ul> | <ul style="list-style-type: none"><li>\$130,000</li><li>\$70,000</li></ul>  | \$200,000     |
| 51 Week Total: |         |                                                                                                                                          |                                                                             | \$1,800,000   |

## Changes to Scope

- The scope of this engagement is defined by this Proposal. All County requests for changes to the Proposal must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise County of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.
- As used herein, “changes” are defined as work activities or work products not originally planned for or specifically defined by this Proposal. By way of example and not limitation, changes may include the following:
  - Any activities not specifically set forth in this Proposal.
  - Providing or developing any deliverables not specifically set forth in this Proposal.
  - Any change in the respective responsibilities of Gartner and County, including any reallocation or any changes in engagement or project manager staffing.
  - Any rework of completed activities or accepted deliverables.
  - Any investigative work to determine the cost or other impact of changes requested by the County.
  - Any additional work caused by a change in the assumptions set forth in this Proposal.
  - Any delays in deliverables caused by modification of acceptance criteria in this Proposal.
  - Any changes to Research Analysts’ time or resources.

# Authorization

- When signed by Gartner Inc. and San Bernardino County, this Proposal is incorporated in and governed by County of Ventura master agreement with Gartner, Inc. (Gartner Inc. Ventura County Master Agreement No. 7914 as amended). Jurisdictions other than Ventura County are able to use this agreement to procure Gartner offerings. These two documents (the Proposal and governing terms) set forth the relationship between the parties for this engagement.
- This Proposal may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change to Scope provision.
- The Proposal is valid for 90 days from 8 April 2024.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Gartner requires a signature on the SOW to place Client's order. To the extent, Client's practices are to request Services automatically via Purchase Orders, the Purchase Order will be considered as a valid and binding confirmation without a written signature. Any pre-printed or additional contract terms included on the Purchase Order shall be inapplicable and of no force or effect.

## SUBMITTED ON BEHALF OF Gartner, Inc.

DocuSigned by:

kimberly katsuyama

SIGNATURE

kimberly katsuyama

Managing Partner

PRINT NAME AND TITLE

4/23/2024

DATE

## AGREED ON BEHALF OF San Bernardino County

SIGNATURE

Dawn Rowe, Chair, Board of Supervisors

PRINT NAME AND TITLE

MAY 07 2024

DATE

PO NUMBER (if applicable)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
LYNN MONTELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
By



Gartner®



# Contacts

**Gartner**  
Kimberly Katsuyama  
Managing Partner  
Gartner Consulting  
310-270-7971  
[kimberly.katsuyama@gartner.com](mailto:kimberly.katsuyama@gartner.com)

**Gartner**  
Mitchell Johnson  
Senior Expert Partner  
Gartner Consulting  
303-324-5920  
[mitchell.johnson@gartner.com](mailto:mitchell.johnson@gartner.com)

**Gartner**  
Amy Collingwood  
Senior Account Executive  
Gartner, Inc  
831-917-1207  
[amy.collingwood@gartner.com](mailto:amy.collingwood@gartner.com)

**Gartner**  
Greg Hardin  
Vice President  
Gartner Contract Optimization  
770-913-2341  
[greg.hardin@gartner.com](mailto:greg.hardin@gartner.com)



COUNTY OF VENTURA CONTRACT NUMBER #7914

This Contract is hereby entered into by and between the County of Ventura ("County") and Gartner, Inc. ("Gartner" or "Contractor") (collectively, "parties").

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing Information Technology Consulting services hereinafter described.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in the Scope of Work entitled: Ventura County RFP 5962 Table 2 – Service Descriptions, Attachment A, which is incorporated herein by reference.

2. **PAYMENTS**

For services rendered in accordance with all terms, conditions and specifications set forth herein and in Attachment A, County will make payment to Contractor in the amount and in the manner specified in the Fee Schedule entitled: Ventura County RFP 5962 Table 1 – Research and Advisory Services, Attachment B.

3. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and no relationship of employer and employee is created by this Contract. Neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be a member, partner, employee, subcontractor or otherwise of Contractor, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or other employee benefits of any kind.

Except as provided in this Contract, Contractor in the performance of the services hereunder agreed to be performed is subject to the control or direction of County solely as to the results to be accomplished by the services and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and applicable requirements of law will be the responsibility of and determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

Contractor will comply with all applicable provisions of the Worker's Compensation Insurance and Safety Act of the State of California (codified as amended

commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all similar state and federal laws, and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said laws which may be incurred by reason of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract. County may withhold its consent to assignment at its discretion.

5. **TIMING**

Time is of the essence in the performance of this Contract.

6. **TERM**

The term of this Contract will commence on March 12, 2019 and be in effect through March 11, 2024, unless earlier terminated pursuant to the terms and conditions set forth herein.

Continuation of the Contract is subject to the appropriation of funds for such purpose by County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this Contract and Contractor will relieve County of any further obligation hereunder.

7. **TERMINATION**

Termination for Breach - Either party may, upon giving ten (10) business days' written notice identifying specifically the basis for such notice, terminate the Master Agreement or a Service Agreement issued subject to the Master Agreement for breach of a material term or condition of the Master Agreement, provided the other party shall not have cured such breach within the ten (10) business day cure period.

Termination for Convenience - County may terminate this Master Agreement for its convenience upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, Contractor shall be entitled to payment of all Service Agreements issued prior to the effective date of such termination. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement for breach and/or County's convenience shall survive such expiration or termination.

8. **TRANSFER OF PROPERTY**

On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for



this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files.

**9. DEFAULT; TERMINATION AFTER DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice. The foregoing requirement for written notice and opportunity to cure does not apply to a termination pursuant to section 6.

**10. INDEMNIFICATION AND HOLD HARMLESS**

Person and/or Tangible Property - Contractor agrees to indemnify, defend and hold harmless the County, its employees, officers and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the Contractor, its personnel, or agents during the course of the Services under this Agreement.

Contractor agrees to waive all rights of subrogation against County for losses arising proximately and directly from the activities and work covered by this Agreement.

**11. INSURANCE PROVISIONS**

A) Contractor, at Contractor's sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial automobile liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles, and also including uninsured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- 3) Workers' compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and employer's liability coverage in the minimum amount of \$1,000,000.
- 4) Professional liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- B) All insurance coverage Contractor is required to obtain and maintain will be primary coverage as respects County, and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Contractor must purchase additional coverage to meet requirements.
- D) For the general liability insurance required above, County and, if applicable, County's dependent special districts are to be named as additional insureds as respects work done by Contractor under the terms of this Contract.
- E) Contractor agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this Contract.
- F) Contractor shall employ commercially reasonable efforts to advise County within thirty (30) days of any cancellation or determination to affect a material change in the insurance coverage's listed herein and/or maintained by Contractor in support of this Agreement
- G) Contractor agrees to provide County with the following insurance documents on or before the commencement date of this Contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsement for general liability insurance.
  - 3. Waiver of Subrogation endorsement (also known as Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for workers' compensation insurance.

Failure to provide these documents will be, at County's sole discretion, grounds for immediate termination of this Contract or suspension of the commencement date.

12. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

**13. SUBSTITUTION OF PERSONNEL**

If Attachment A identifies specific personnel of Contractor to work on this Contract, Contractor will not assign others to work in their place without advance written approval of County. Any substitution will be with a person of commensurate experience and knowledge.

**14. CONTRACTOR INVESTIGATION AND RESEARCH; ENTIRE UNDERSTANDING**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the services to be performed under this Contract, and Contractor acknowledges that Contractor's execution of this Contract is based on such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein. This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, between the parties hereto, and constitutes the entire understanding between them, regarding the subject matter hereof. Contractor acknowledges that no representations, inducements or promises have been made by or on behalf of County except those expressly set forth herein and that no representation, inducement or promise not contained in this Contract will be valid or binding against County.

**15. CONTRACT MONITORING**

County will have the right to review the work being performed by Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered on behalf of County by Brian Ganley or his authorized representative.

**16. CHANGES TO CONTRACT**

County may from time to time require changes in the scope of the services or other terms or conditions of this Contract. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by the parties will be effective only when set forth in a written amendment to this Contract signed by the parties.

**17. CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

**18. CONFIDENTIALITY**



Any reports, information, data, statistics, forms, procedures, systems, studies, communications or other forms of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

19. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA  
GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 SOUTH VICTORIA AVENUE  
VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR: GARTNER, INC.  
LEGAL & CONTRACTS  
1201 WILSON BLVD - 17TH FLOOR  
ARLINGTON, VA 22209

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

20. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by resort to the following documents in the following order:

1. This Contract;
2. County of Ventura RFP # 5962
3. Contactor's Proposal dated December 18, 2018

21. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

22. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect, and will not be affected.

23. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

24. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

25. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition

26. **LIVING WAGE ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4233 and 4236, and as amended from time to time.

Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.

27. **PAYMENT**

Payment terms are typically Net 30 Days, in arrears for deliverables based Consulting services. Payment terms for Subscription based Research Services is net/30 from the date a service agreement is executed and/or access is provided. Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).

28. **ACCESS TO AND USE OF COUNTY TECHNOLOGY**

As part of this contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

29.

#### SPECIAL TERMS — RESEARCH SUBSCRIPTIONS

A. An individual Service Agreement (SA) for subscription-based research and related services (the "Services") once issued is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

B. **Ownership and Use of the Services.** Contractor owns and retains all rights to the Services not expressly granted to County in a SA. Only the individuals named in a SA (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. County agrees to review and comply with the Usage Guidelines for Contractor Services ("Guidelines"), which are accessible to all Licensed Users via the "Policies" section of [gartner.com](http://gartner.com). Among other things, these Guidelines describe how County may substitute Licensed Users, excerpt from and/or share Contractor research documents within the County organization, and quote or excerpt from the Services externally.

C. **Disclaimer of Warranties.** The services are provided on an "as is" basis, and contractor expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of fitness for a particular purpose or as to accuracy, completeness or adequacy of information. Client recognizes the uncertainties inherent in any analysis or information that may be provided as part of the services, and acknowledges that the services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. Contractor shall not be liable for any actions or decisions that county may take based on the services or any information or data contained therein. County understands that it assumes the entire risk with respect to the use of the services.

D. **County Confidential Information.** Contractor agrees to keep confidential any County-specific information communicated by County to Contractor in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Contractor subsequent to County's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of County's communication to Gartner; or (5) is communicated by the County to a third party free of any obligation of confidence. Additionally, Contractor may disclose such information to the extent required by legal process.

#### E. Miscellaneous



A. **Assignability.** A SA and the rights granted to County in a SA may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

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

C. **No Third Party Beneficiaries.** SA's are for the benefit of the parties only.

### 30. SPECIAL TERMS — AD HOC CONSULTING PROJECTS

**Ownership of Deliverables:** Deliverables, as defined in the ordering documents, are subject to the payment of applicable fees contained in an individual Statement of Work. Contractor shall assign to County ownership of any project Deliverable(s) originally created for and submitted to the County, provided, however, that Contractor may use, reproduce, display and distribute excerpts and data from the Deliverables, either alone or together with other material, in the ordinary course of Gartner's business, so long as such excerpts and data do not identify County by name or contain any of the County's confidential or proprietary information, and provided further that Contractor retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Gartner's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property").

Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of County's confidential information.

**Indemnification for Intellectual Property:**

Upon notification of a claim against County alleging any Contract Deliverable infringes a copyright, patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against County. Contractor will not indemnify County however, if the claim of infringement is caused by (1) County's misuse or modification of the Deliverable; (2) County's failure to use corrections or enhancements made available by Contractor; (3) County's use of the Deliverable in combination with any product or information not owned or developed by Contractor (4) Information direction, specification or materials provided by County. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing, or (d) direct the return of the Deliverable and refund to County the fees paid for such Deliverable.

**Preexisting Materials:** County shall retain its rights in any proprietary material that County supplies to Contractor. If the County provides Contractor with materials owned or controlled by County or with use of, or access to, such materials, the County grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work. Contractor grants to County for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Contractor "Preexisting Intellectual Property" embodied in the Deliverables.

**Limitation of Liability:** Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages.

**Warranty:** a) The County warrants that Contractor's use of any materials furnished by the County in connection with a specific consulting order's Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. (b) Contractor warrants that the Deliverables, in the form provided to the County, do not infringe any copyright, trademark, trade secret or other right of any third party. (c) ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE COUNTY.

COUNTY OF VENTURA

CONTRACTOR\* *Gastner, Inc. g*

*Glenna Streed*  
Authorized Signature

*Phillip A. Cummings*  
Authorized Signature

*Glenna Streed*  
Printed Name

Phillip A. Cummings  
Printed Name

*Sr. Buyer*  
Title

Contracts Counsel  
Title

*4-12-19*  
Date

05 March  
Date

04-3099750  
Tax Identification Number

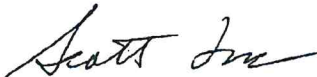
**AMENDMENT NUMBER 5 to**  
**COUNTY OF VENTURA CONTRACT NUMBER 7914**

The County of Ventura and Gartner Inc. (collectively, "Parties") hereby agree that the COUNTY OF VENTURA CONTRACT NUMBER 7914 between the Parties is amended, effective as follows:

1. Replace Attachment A, Gartner Service Agreement with the attached Attachment A, effective May 1, 2024;
2. Replace Attachment B, Gartner Research and Advisory Services Products Price Schedule with the attached Attachment B;
3. The new not-to exceed amount is increased by \$480,860 to \$3,486,230 and the term is extended from May 1, 2024 through April 30, 2025.
4. All other terms and conditions remain the same.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

**Gartner, Inc.**

By: 

Name: Scott Lyon

Title: Director Legal Affairs

Date: March 12, 2024

**County of Ventura**

By: 

Name: Rory Aronsky

Title: Senior Buyer

Date: April 8, 2024