



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

State of West Virginia
Master Agreement

Order Date: 2019-08-15

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 ITCONSULT20	Procurement Folder: 618926
Document Name: ITCONSULT20: Information Technology & Advisory Services	Reason for Modification:
Document Description: Statewide Contract for Gartner Services	
Procurement Type: Statewide MA (Open End)	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2019-08-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2021-07-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000100841 GARTNER INC PO BOX 60179 FT MYERS FL 33906 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: John P Toomey Requestor Phone: (304) 957-8158 Requestor Email: john.toomey@wv.gov

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount	Open End
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AGENCY COPY

MA 08/16/2019

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 8/18/19 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: AUG 29 2019 ELECTRONIC SIGNATURE ON FILE
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8-29-19

Extended Description:

STATEWIDE CONTRACT ITCONSULT20:

The Vendor, Gartner Inc., agrees to enter into a Statewide Contract with the West Virginia Office of Technology for Information Technology and Advisory Services per the Participating Addendum Agreement between the West Virginia Purchasing Division, the West Virginia Office of Technology, and the original contract between Gartner Inc. and the State of Kansas (Kansas Contract No. 00*35945), all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81141902			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Information Technology & Advisory Services

Extended Description:

Gartner Inc. Services for Information Technology & Advisory Services:

See attached Pricing Pages for Contract Pricing.

STATE OF WEST VIRGINIA OFFICE OF TECHNOLOGY & GARTNER INC.
PARTICIPATING ADDENDUM AGREEMENT FOR GARTNER
KANSAS CONTRACT NO. 00*35945.

This Participating Addendum Agreement ("Addendum") is entered into by the West Virginia Purchasing Division (at the request of the West Virginia Office of Technology) ("State") and Gartner Inc. ("Gartner") to provide the State with a contract that will allow it the ability to obtain Gartner products and services under the terms and conditions contained in the existing State of Kansas Department of Administration contract number 00*35945 that has an effective date of July 28, 2011, ("Kansas Contract"), subject to the modifications contained herein. (The contract resulting from this Addendum and related documents will be referred to as the "Contract").

Whereas, the State of Kansas has entered into a contract with Gartner dated July 28, 2011 and extended by Amendment Four until July 31, 2021.

Whereas, the West Virginia Office of Technology has requested permission from the Purchasing Division to adopt and utilize the terms of the contract between Kansas and Gartner, in an arrangement commonly referred to as piggybacking.

Whereas, this Addendum and supporting documents, once approved by the Purchasing Division and the Attorney General's office, memorialize the intent of the State and Gartner to contract under the terms of the Kansas Contract as modified to provide for West Virginia law.

Whereas, the West Virginia Office of Technology has requested that the resulting contract be treated as a statewide contract available to other state agencies.

The parties Agree as follows:

- 1. Scope of work:** This Addendum extends the terms and conditions contained in the Kansas Contract to the State of West Virginia, subject to any modifications or additions to those terms and conditions contained herein. By signing this Addendum, Gartner agrees to provide the Research and Advisory Subscription for information technology (IT) related services offered under the Kansas Contract to the State and the State agrees to pay for those commodities or services.
- 2. Required Changes to Contract:** The Kansas Contract as it relates to the State and Gartner shall be modified as follows to comply with laws specific to the State.
 - a. Kansas to West Virginia:** Any reference to "Kansas" will be replaced with "West Virginia"
 - b. WV-96:** The Kansas Contract, as it relates to the State of West Virginia, is modified to include the terms contained in the WV-96 Agreement Addendum which is attached

hereto as Exhibit A and modified herein.

i. Modifications to the WV-96: The WV-96 Agreement Addendum is modified as follows:

1. PAYMENT: Term 6 entitled "PAYMENT" is removed in its entirety and replaced with the following:

PAYMENT – Invoices shall be issued annually upon commencement of Services and are due net 30 days.

2. RIGHT TO REPOSSESSION – Term 16 entitled "RIGHT TO REPOSSESSION" is deleted in its entirety.

3. DELIVERY – Term 17 entitled "DELIVERY" is deleted in its entirety.

4. CONFIDENTIALITY – Term 18 entitled "CONFIDENTIALITY" is modified by removing the phrase "and incorporated into the contract through a separately approved and signed non-disclosure agreement."

5. THIRD PARTY SOFTWARE – Term 19 entitled "THIRD PARTY SOFTWARE" is deleted in its entirety and Gartner hereby certifies that no third party software terms will be imposed upon the State.

a. Other Modifications – The following terms are hereby incorporated into the Contract, only as it relates to the State, through this Addendum:

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

ii. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia.

Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

iii. **BACKGROUND CHECK:** The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

5. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.


Contract Documents:

- a. **Participating Addendum Agreement** (this document) – First Priority
- b. **WV-96** (Attached as Exhibit A) – Second Priority
- c. **Kansas Contract** (Attached as Exhibit B) – Third Priority

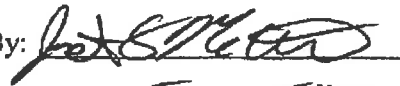
IN WITNESS WHEREOF, the parties have executed this Participating Addendum Agreement as of the date of execution by both parties below.

Participating Entity:

State of West Virginia
(through the Purchasing Division)


By: 
Print Name: Frank W. Hager
Title: Assistant Director
Date: 8/16/19

State of West Virginia
Office of Technology


By: 
Print Name: Justin T. McAllister
Title: CFO

Contractor:

Gartner, Inc.

By: 
Print Name: Phillip A. Cummings
Title: Contracts Counsel
Date: 12 August 2019

State of West Virginia
Attorney General (as to form)

By: 
Print Name: John S. Gray
Title: Deputy Attorney General

Date: 8/12/19

Date: AUG 29 2019

EXHIBIT A - WV-96

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): Office of Technology

Vendor: Gartner Inc.

Contract/Lease Number ("Contract"): 00*35945

Commodity/Service: Research and Advisory Subscription for IT related services

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV Office of Technology

Vendor: Gartner Inc.

By: [Signature]

By: [Signature]

Printed Name: Justin J. McAllister

Printed Name: Phillip A. Cummings

Title: CFO

Title: Contracts Counsel

Date: 8/12/19

Date: 12 August 2019

EXHIBIT B – Contract Documents

Conditions:

- Amendment 1 – Price Increase 8/1/12 (Prices effective August 1, 2012 to July 31, 2013)
- Amendment 2 – Price Increase 8/1/13 (Prices effective August 1, 2013 to July 31, 2014)
- Amendment 3 – Price Increase 8/1/14 (Prices effective August 1, 2014 to July 31, 2015)
- Amendment 4 – Contract renewal through July 31, 2021 and updated price list and terms of agreement
- Amendment 5 – Price Increase 8/1/17 (Prices effective August 1, 2017 to July 31, 2018)
- Amendment 6 – Price Increase 8/1/17 (Prices effective August 1, 2018 to July 31, 2019)

TERMS AND CONDITIONS

1. **Contract Documents:** In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
 - o Form DA 146a;
 - o written modifications to the executed contract;
 - o written contract signed by the parties;
 - o the RFP, including any and all amendments; and
 - o Contractor's written proposal submitted in response to the RFP as finalized.

2. **Contract Formation:** No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful contractor.

3. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Division of Purchases
900 SW Jackson St, Room 102N
Topeka, Kansas 66612-1286
RE: Contract Number 35945

or to any other persons or addresses as may be designated by notice from one party to the other.

4. **Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - o the Contractor fails to make delivery of goods or services as specified in this contract;
 - o the Contractor provides substandard quality or workmanship;
 - o the Contractor fails to perform any of the provisions of this contract, or
 - o the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

5. **Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
6. **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this

contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.
8. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.
9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

11. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
12. **Proof of Insurance:** Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.
13. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.
14. **Confidentiality:** The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

15. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.
16. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.
17. **Hold Harmless:** The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

18. **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.
19. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.
20. **Retention of Records:** Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

21. **Antitrust:** If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.
22. **Modification:** This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
23. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

24. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
25. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or

limit the scope or intent of this contract.

26. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
27. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.
28. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.
29. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.
30. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.
31. **Debarment of State Contractors:** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.
32. **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.
33. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.
34. **Injunctions:** Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract

execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
36. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

37. **Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

38. **Definitions:** A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".
39. **Indefinite Quantity Contract:** This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.
40. **HIPAA Confidentiality:** Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

41. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.
42. **Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

43. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials,

machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Division of Purchases said issue is due to imperfection in material, design, workmanship or contractor fault.

44. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
45. **Implied Requirements:** All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.
46. **Acceptance:** No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.
47. **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.
48. **Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the state entity for which it was developed.
49. **Data:** Any and all data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.
50. **Certification of Materials Submitted:** The RFP, together with the specifications set forth herein and all data submitted by the contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
51. **Inspection:** The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.
52. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

SPECIFICATIONS

The term of this contract is for a five (5) year period from the date of award with a one (1) additional five (5) year renewal by written agreement of the parties. The purpose of this RFP is to establish a multi-vendor statewide contract, from which state agencies and all subdivisions of government can obtain subscription services for information technology research, product evaluations, expert advice, decision models, and other information beneficial for the research, development and implementation of information technology projects and services through state and local government.

There shall be no guaranteed minimum or maximum work to any one Contractor or to Contractors in the aggregate from this contract. It is the intent of the state to offer most RA work through this RFP but the state reserves the right to offer RA work through other RFP's.

The RFP may be re-released, at the sole discretion of the Division of Purchases, throughout the effective period, including any subsequent renewal periods, to permit additional Contractors to be added to the qualified list. Contractors selected to be on the qualified list during the initial or following solicitations and during the initial and any subsequent renewal periods do not need to resubmit proposals to subsequent releases. Contractors already on the qualified list may update their responses, if a re-release is made.

RFP responses will be evaluated on a pass/fail basis. Criteria for inclusion in the qualified list may include but is not limited to financial standing, depth of resources, demonstrated competence in successfully delivering RA services, and recognition that there have been no major problems in delivery of prior services to the State of Kansas.

5.1. Services to be provided:

The state often requires that RA services be engaged for larger IT projects, topics, issues, actions, plans, budgets or agencies. These services usually pose significant impact in their conclusions to warrant the acquisition of external information.

5.2. State Resources if Provided:

The state agency may assign agency staff to work with Contractor staff on a RA engagement. If agency staff is assigned, the Contractor and agency shall clearly designate in the executed award which entity is responsible for supervision of the assigned person(s) and how their performance is to be measured. Special care shall be taken in the event there are shared personnel resources to maintain the independent nature of the RA activity relative to the project.

5.3. General Provisions:

Unless a departure is otherwise specifically noted in writing within a Purchase Order, the following provisions shall apply to all Purchase Orders issued pursuant to this Contract:

1. All charges shall be billed in accordance with the response to a given Purchase Order. Prices and deliverables shall not change during the term of the award unless a written amendment to the award is negotiated between the agency and Contractor.
2. All work will generally be delivered to or offices based in Topeka, Kansas. There will be no reimbursement for travel expenses other than as listed below:
 - a. For work done in Topeka, no travel expense shall be paid.
 - Work required by the agency to be performed outside Topeka may receive reimbursement at the rates stated in the State of Kansas "Employee Travel Expense Reimbursement Handbook" in effect at the time the travel expense is incurred. Reimbursement for travel shall require prior written approval by the agency head or designee. Invoices for all travel expense reimbursement shall include applicable receipts.
3. The state agency will normally provide office space, supplies and equipment unless otherwise specified in the Purchase Order. Any abuse of agency-provided resources by the Contractor or its subcontractor may result in

the award termination, the Contractor being removed from the qualified list and/or recovery of any associated costs, at the sole discretion of the agency with the approval of the Director of the Division of Purchases or the Director's designee. Recovery of any associated costs may include non-payment of current invoices, deductions from future invoices or any other means available to the agency for such recovery.

4. All contracts entered into under this RFP must conform to all federal and state laws and regulation applicable to the agency.
5. All documents and materials, including but not limited to patents and royalties, pertaining to the work accomplished shall become the property of the state agency upon completion thereof, without restrictions as to their further use. The Federal Government shall also be granted a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and allow others to use for Federal Government purposes, such software, modifications, plans, documents and documentation as result under this contract, the Contractor may not release any such data without the written approval of the agency or the Federal Government.
6. Contractors shall provide the usual support services to their assigned staff. Monitoring assigned tasks will be completed by agency staff. This does not, however, release the Contractor of its responsibility for supervision of their staff.
7. Neither Contractor nor Contractor's personnel shall be deemed to be employees of the State. Contractor shall take appropriate measures to ensure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law. Contractor shall at all times comply with applicable employment laws as regards their employees.
8. The contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all goods and services delivered. Fault-free performance includes, but is not limited to, the manipulation of data with correct results when using dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.

Hardware and software products, individually and in combination, shall provide the correct system date and correct calculations which utilize or refer to the date data, without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward across the year 2000.
9. The Contractor must be in good standing with the State of Kansas and have no significant problems in prior work for the state.
10. The Contractor is responsible for the work performed by their subcontractors and management of their subcontractors.
11. Data confidentiality must be maintained by the Contractor and any of its subcontractors. Contractor may be exposed to confidential state documents. The Contractor shall adhere to applicable confidentiality and security provisions as communicated by the agency. Contractor shall operate under the direction, control and supervision of the agency for the purpose of handling confidential or secured information. In the event a Contractor or subcontractor violates this provision, the Contractor and/or subcontractor may, at the sole discretion of the Director of the Division of Purchases, be barred from submitting proposals for future Purchase Orders.
12. No Contractor may perform Research Assistance Services for a project where they have any other interest, whether as a prime or subcontractor. Appointment as a Research Assistance Contractor shall preclude appointment for any other work on the same project so long as the Research Assistance assignment remains active.
13. If an agency so designates, security clearances, which may include background investigations, shall be obtained on all personnel of the Contractor and their subcontractors, if any, prior to the beginning of any work for an agency. Costs to obtain such clearances or complete such background investigations shall be borne by the affected agency. However, Contractor and Contractor's employees or subcontractors shall comply fully with requests for information necessary to affect such clearances or investigations.

State of Kansas
Department of Administration
DA-146a (Rev. 04-11)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutory required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment." |

Procurement and Contracts
900 SW Jackson, Room 102N
Topeka, KS 66612-1286



Phone: (785) 296-2376
Fax: (785) 296-7240
chris.howe@da.ks.gov
www.da.ks.gov/purch

Dennis R. Taylor, Secretary
Chris Howe, Director

Sam Brownback, Governor

AMENDMENT

Amendment Date: August 6, 2012

Amendment Number: 4

Contract ID: 0000000000000000000035945

Procurement Officer: Bonnie L Edwards
Telephone: 785/296-7240
E-Mail Address: bonnie.edwards@da.ks.gov
Web Address: <http://da.ks.gov/purch>

Agency / Business Unit: Statewide Optional Use

Period of Contract: Date of Award through July 30, 2016
(With the option to renew for one (1) additional five (5) year renewal period)

Contractor: GARTNER INC
12600 GATEWAY BLVD
FORT MYERS, FL 33913-8006
Local Telephone: (607) 857-5746
Contact Person: Eric Pautz
Email: eric.pautz@gartner.com

Conditions:

1. Price increase effective 8/1/12 through 7/31/13. Please see separate attachment for pricing sheets.

AMENDMENT

Amendment Date: June 26, 2013

Amendment Number: 2

Contract ID: 0000000000000000000035945

Procurement Officer: Bonnie L Edwards
Telephone: 785/296-3125
E-Mail Address: bonnie.edwards@da.ks.gov
Web Address: <http://da.ks.gov/purch>

Agency / Business Unit: Statewide Optional Use

Period of Contract: July 28, 2011 through July 30, 2016
(With the option to renew for one (1) additional five (5) year renewal period)

Contractor: GARTNER INC
12600 GATEWAY BLVD
FORT MYERS, FL 33913-8006
Local Telephone: (607) 857-5746
Contact Person: Eric Pautz
Email: eric.pautz@gartner.com

Conditions:

1. Gartner has implemented a price increase effective 8/1/13, which includes products specifically for higher education and additional products that were recently acquired by Tech Planner.

Procurement & Contracts
Office of Facilities & Procurement Management
900 S.W. Jackson St., Room 451 South
Topeka, KS 66612



Phone: (785) 296-2376
Fax: (785) 296-7240
<http://admin.ks.gov/offices/procurement-and-contracts>

Jim Clark, Secretary

Sam Brownback, Governor

AMENDMENT

Amendment Date: August 29, 2014

Amendment Number: 3

Contract ID: 00000000000000000000000035945

Event ID: EVT000709

Procurement Officer: Bonnie L Edwards
Telephone: 785/296-3125
E-Mail Address: bonnie.edwards@da.ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Research Assistance (RA) Services

Agency / Business Unit: Statewide Optional Use

Period of Contract: July 28, 2011 through July 30, 2016
(With the option to renew for one (1) additional five (5) year renewal period)

Contractor: GARTNER INC
12600 GATEWAY BLVD
FORT MYERS, FL 33913-8006
Local Telephone: (607) 857-5746
Contact Person: Eric Pautz
Email: eric.pautz@gartner.com

Conditions: Gartner has implemented price increases effective 8/1/14 – 7/31/15, these increase include some additions of services to be provided.

Procurement & Contracts
Office of Facilities & Procurement Management
900 S.W. Jackson St., Room 451 South
Topeka, KS 66612



Phone: (785) 296-2376
Fax: (785) 296-7240
<http://admin.ks.gov/offices/procurement-and-contracts>

Jim Clark, Secretary

Sam Brownback, Governor

AMENDMENT

Amendment Date: August 29, 2014

Amendment Number: 3

Contract ID: 00000000000000000000035945

Event ID: EVT000709

Procurement Officer: Bonnie L Edwards
Telephone: 785/296-3125
E-Mail Address: bonnie.edwards@da.ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Research Assistance (RA) Services

Agency / Business Unit: Statewide Optional Use

Period of Contract: July 28, 2011 through July 30, 2016
(With the option to renew for one (1) additional five (5) year renewal period)

Contractor: GARTNER INC
12600 GATEWAY BLVD
FORT MYERS, FL 33913-8006
Local Telephone: (607) 857-5746
Contact Person: Eric Pautz
Email: eric.pautz@gartner.com

Conditions: Gartner has implemented price increases effective 8/1/14 – 7/31/15, these increase include some additions of services to be provided.

AMENDMENT

Amendment Date: August 23, 2016

Amendment Number: 4

Contract ID: 0000000000000000000035945

Event ID: EVT0000709

Procurement Officer: Neal Farron
Telephone: 785/296-3122
E-Mail Address: neal.farron@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: **Research Assistance (RA) Services**

Agency / Business Unit: Statewide Optional Use

Period of Contract: August 1, 2016 through July 31, 2021

Contractor: GARTNER INC
56 Top Gallant Road
Stamford, CT 06902
Tax ID: 04-3099750
SMART Supplier ID: 0000002454
Telephone Client Services: 203-316-1200

Contact Person: Jamie Combs
Email: jamie.combs@gartner.com
Telephone: 314-420-0854

Conditions:

By mutual agreement of both parties:

1. This contract is renewed through July 31, 2021.
2. For the period of August 1, 2016 to July 31, 2017 the attached Price list for contract SW 895 (attached) is in effect for this contract.
3. The attached documents, "RESEARCH & ADVISORY SERVICES TERMS ADDENDUM" and "Gartner, Inc. Consulting Services Supplement to the Kansas Research and Advisory Services Agreement" are added to this contract.

STATE OF KANSAS

Price List for Contract SW 895

Prices are effective August 1, 2016 to July 31, 2017.

The rates herein apply to service delivery start date and purchase orders received during the effective dates. Supplier may offer to a Client rates consistent with the then current Gartner Public Sector pricing for the service(s) ordered or the rates listed herein in effective at the time of purchase.

RESEARCH AND ADVISORY SERVICES	
TEAM SOLUTIONS	Unit Price
Executive Programs Leadership Team ¹	
Leader	76,200
Delegate or Delegate Leader	39,900
Partner or Partner Leader	62,800
Advisor or Advisor Leader	29,800
Cross Function	21,500
Role	15,300
Executive Programs Leadership Team with Industry ¹	
Leader	84,700
Delegate or Delegate Leader	48,400
Partner or Partner Leader	71,100
Advisor or Advisor Leader	38,300
Cross Function	24,000
Role	17,500
Enterprise IT Leadership Team ²	
Leader	53,100
Advisor	27,300
Cross Function	16,600
Role	10,100
Essentials	7,900
Enterprise IT Leadership Team with Industry ²	
Leader	63,300
Advisor	34,700
Cross Function	20,500
Role	12,200
Essentials	7,900
Industry Advisory Services Team ²	
Leader	34,700
Advisor	34,700
Cross Function	20,500
Role	12,200
Essentials	7,900

IT Leadership Team ²	
Leader	27,300
Advisor	27,300
Cross Function	16,600
Role	10,100
Essentials	7,900
INDIVIDUAL SOLUTIONS	Unit Price
Executive Programs Individual Solutions	
Member (Single User)	84,100
Member (Multi User)	74,700
Member Basic (Single User)	57,400
Member Basic (Multi User)	51,300
Two Onsite Meetings Add-on - LIMITED AVAILABILITY ³	15,000
Executive Programs Individual Solutions with Industry	
Member (Single User)	92,400
Member (Multi User)	83,000
Member Basic (Single User)	65,900
Member Basic (Multi User)	59,800
Enterprise IT Leaders	
Member (Single User)	63,500
Member (Multi User)	53,100
Two Onsite Meetings Add-on - LIMITED AVAILABILITY ³	15,100
Industry Advisory Services	
Advisor (Single User)	43,300
Advisor (Multi User)	34,700
Reference (Single User)	29,200
Reference (Multi User)	20,600
Advisor Add-on to IT Executives or Enterprise IT Leaders	10,200
Gartner for IT Leaders	
Advisor (Single User)	37,000
Advisor (Multi User)	27,300
Reference (Single User)	25,900
Reference (Multi User)	16,000
Core Connect	
Advisor (Single User)	33,300
Advisor (Multi User)	23,900
Reference (Single User)	22,200
Reference (Multi User)	12,600
IT News and Insight	580

MULTI-USER SOLUTIONS	Unit Price
Gartner for Technical Professionals⁴	
Department Advisor	105,100
Department Reference	70,700
Gartner for Technical Professionals SMB^{4,5}	
SMB Advisor	53,100
SMB Reference	35,400
Gartner Technology Planner	
Technology Planner	105,100
Technology Planner Essentials - Three Modules (per module)	29,600
Technology Planner Essentials - Two Modules (per module)	34,000
Technology Planner Essentials - One Module	41,700
Gartner Technology Planner SMB⁵	
Technology Planner SMB	53,100
Technology Planner Essentials SMB - Three Modules (per module)	15,000
Technology Planner Essentials SMB - Two Modules (per module)	17,200
Technology Planner Essentials SMB - One Module	21,100
Gartner for IT Associates⁴	
200 documents	41,600
Add-on 100 documents	20,800
OTHER SERVICES	Unit Price
Strategic Advisory Services	
Remote Advisory Engagement	7,100
Internal Advisory Engagement	14,200
External Speaking Engagement	22,900
Non-Client Advisory Engagement	30,300
Events⁶ - 2016 ticket pricing valid to December 31, 2016	
2016 Symposium Ticket	4,000
2016 T1 Summit Ticket	2,750
2016 Summit Ticket (excludes BI, Data Center, Security)	2,350
2016 Catalyst Conference Ticket	2,750
2017 Symposium Ticket	TBD
2017 T1 Summit Ticket	TBD
2017 Summit Ticket (excludes BI, Data Center, Security)	TBD
2017 Catalyst Conference Ticket	TBD
RENEWAL ONLY RESEARCH AND ADVISORY SERVICES⁷	Unit Price
IT Executive Portfolio - RENEWAL ONLY⁷	
IT Executives CIO Signature	93,500
IT Executives CIO (Single User)	85,700
IT Executives CIO (Multi User)	76,200

IT Executives CIO Essentials (Single User)	57,400
IT Executives CIO Essentials (Multi User)	51,300
Delegate Add-on to CIO Signature - LIMITED AVAILABILITY ³	39,900
NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY ⁸	Unit Price
Core IT Research Reference for Higher Education	
Core Reference for one designated campus with <4,999 Student FTE	22,200
Core Reference for one designated campus with 5,000-9,999 Student FTE	44,400
Core Reference for one designated campus with 10,000-24,999 Student FTE	66,600
Core Reference for one designated campus with 25,000+ Student FTE	88,800
Core Reference for one designated community college campus	22,200
Technical Professionals for Higher Education	
Technical Professionals Advisor for one designated campus IT Staff only	53,100
Technical Professionals Reference for one designated campus IT Staff only	35,400
CONSULTING SERVICES	
Gartner Consulting helps our clients deliver high business-impact IT projects. Our experienced practitioners tailor our proven solutions to our clients' specific issues to help them achieve their top priorities and drive business value. General rates for Consulting Services range from \$160.00/hour to \$590.00/hour. Actual rates assess will be dependent upon Scope of Work and resources deemed necessary for completion. Projects are deliverables-based and tied to a fixed price agreed upon in advance.	

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

¹ Each Executive Programs Leadership Team must consist of one Leader and three (3) to ten (10) Team Members. A maximum of one Leader per Team. A Team with one Leader and less than three (3) Team Members is permissible so long as one of the Team Member is a Delegate or Partner. All Team Member licenses must be coterminous with the Leader license. Executive Programs Leadership Team with Industry pricing is for one industry and all licenses in an Executive Programs Leadership Team with Industry must purchase access to the same industry.

² Each Team must consist of one Leader and three (3) to ten (10) Team Members. A maximum of one Leader per Team. All Team Member licenses must be coterminous with the Leader license. Industry Advisory Services Team pricing is for one industry and all licenses in an Industry Advisory Services Team must purchase access to the same industry.

³ Limited availability. Check with Sales Representative before purchasing.

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

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

⁶ Ticket prices apply to orders received by December 31st of the Event year indicated. For example, 2016 Symposium ticket price applies to orders received on or before December 31, 2016. 2017 ticket prices have not been released; please check with account representatives for 2017 ticket pricing at the time of purchase.

⁷ IT Executives Portfolio renewal services are only available to eligible license holders who purchased the service listed on or before June 30, 2014 and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering.

⁸ Higher Education products are only available to eligible not-for-profit Higher Education colleges or universities. License is for one designated student campus and must meet purchasing prerequisites. Check with Sales representatives before purchasing.

Gartner reserves the right to refresh its pricing and product offerings on an annual basis. The refreshed pricing and product offering(s) will be provided to the Client in writing and will become effective within 10 days of submission by Gartner and/or upon the Agreement's annual renewal date.

RESEARCH & ADVISORY SERVICES TERMS ADDENDUM

The parties mutually agree, notwithstanding terms and conditions that may appear elsewhere in this Agreement, the following terms are applicable to and shall control in the areas listed below:

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

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

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND GARTNER 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. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner 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 Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. *Miscellaneous*

(a) **Assignability.** This SA and the rights granted to Client hereunder 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.** This SA is for the benefit of the parties only.

Gartner, Inc. Consulting Services Supplement to the Kansas Research and Advisory Services Agreement

This Agreement between Gartner, Inc. with offices located at 56 Top Gallant Road, Stamford, CT 06904 (“Gartner”) and State of Kansas (“CLIENT”) amends the terms of the Master Research and Advisory Services Agreement between Gartner and the State of Kansas, and shall apply to all Consulting and/or Benchmarking Services ordered from Gartner. The specific engagement and related fees shall be set forth in separate Statements of Work.

1. Intellectual Property. (a) Gartner shall retain sole and exclusive ownership of the Gartner tools, methodologies, questionnaires, responses, and proprietary research and data generated in the course of performing the consulting services, together with all intellectual property rights therein and the report delivered to Client (the “Deliverables”) (collectively, the “Gartner Materials”). Gartner grants to CLIENT a perpetual, non-exclusive, royalty-free license to use and to disclose the Deliverables, subject to the limitations set forth below.

(b) Nothing contained in this Agreement shall preclude Gartner from rendering services to others or developing work products that are competitive with, or functionally comparable to, the consulting services performed. Gartner shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services, provided that Gartner shall not use or disclose any of CLIENT’s confidential information, as defined below.

(c) With respect to any benchmarking Services performed by Gartner, CLIENT acknowledges that (i) the contents of the Benchmarking Report (as defined in the applicable Statement of Work) and other deliverables are based upon information which is proprietary to Gartner and contained in Gartner’s proprietary database, (ii) the contents of the database belong to Gartner solely, (iii) CLIENT’s data will become part of the database, (iv) Gartner will code any presentation of CLIENT’s data to preserve CLIENT’s anonymity, and (v) the database will be used by Gartner in future consulting and benchmarking engagements.

(d) CLIENT shall retain its rights in any proprietary material that CLIENT supplies to Gartner. If CLIENT provides Gartner with materials owned or controlled by CLIENT or with use of, or access to, such materials, CLIENT grants to Gartner all rights and licenses that are necessary for Gartner to fulfill its obligations under each Statement of Work for consulting services.

2. Use of Deliverables. Subject to payment in full of the applicable fees, Gartner grants to CLIENT for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Unless the Deliverable is a Request for Proposal (RFP) or similar document intended to be distributed by CLIENT, CLIENT shall not make the Deliverables available, in whole or in part, to anyone outside of CLIENT or quote excerpts from the Deliverables to the public, without the prior written consent of Gartner. Notwithstanding the foregoing, CLIENT may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with CLIENT who are engaged by CLIENT to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

3. **Confidentiality.** (a) The parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with each Statement of Work, including the Gartner Materials (“**Confidential Information**”). The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party’s communication to the receiving party; (iv) it is in the receiving party’s possession free of any obligation of confidence at the time of the disclosing party’s communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party’s written permission.

(b) Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party’s confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party’s expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.

4. **Limitation of Liability.** (a) 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 consulting services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Gartner or its employees, Gartner’s total liability arising out of this Agreement and the provision of the consulting services shall be limited to the fee paid by CLIENT under the Statement of Work under which such liability arises.

5. **Expenses.** If any aspect of the consulting services or the Deliverables become the subject of compulsory process for documents, testimony or other investigation, the parties will negotiate in good faith and agree on the fees to be paid in this regard.

6. **Acceptance Procedure.** Gartner shall perform any Consulting Services in accordance with the schedule set forth in this Agreement or the time specified in a Purchase Order issued by CLIENT. Unless otherwise agreed to by Gartner and CLIENT in any Exhibit or Statement of Work incorporated in this Agreement, Gartner shall provide written notification of performance of any Services, to CLIENT (“**Delivery Notice**”). CLIENT shall have fifteen (15) days from the date of receipt of the Delivery Notice to provide Gartner with written notification of acceptance or rejection due to unsatisfactory performance. CLIENT’s failure to provide written notification of acceptance or rejection shall constitute acceptance for purposes of submission of an invoice by Gartner and Payment. In the event CLIENT issues a rejection notice, Gartner shall, as quickly as is practicable, correct at its expense all deficiencies caused by Gartner. CLIENT shall not unreasonably withhold or delay such acceptance or rejection.

7. **Employee Hiring.** CLIENT acknowledges that Gartner has invested substantial time and expense in recruiting, hiring, training and retaining employees. CLIENT agrees not to solicit or hire any of Gartner’s employees or agents who are involved with the consulting services during the term of this Agreement and for 12 months thereafter, without Gartner’s prior written consent. For purposes of this section “to hire” means to hire as an employee or otherwise to engage or retain as an independent contractor or consultant. The prohibition on solicitation shall

not apply to employees of either Party who respond to general employee recruitment activities (i.e. job fairs, newspapers, employment websites, etc.) that are routinely made available to the general public.

8. No Third-Party Beneficiaries. This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Gartner and CLIENT that no third party shall have the right to (i) rely on the consulting services provided by Gartner or (ii) seek to impose liability on Gartner as a result of the consulting services or any Deliverables furnished to CLIENT.

The parties have caused this Agreement to be executed by their authorized representatives.

GARTNER, INC.

Authorized Signatory

Date

CLIENT

Signature

Date

Tracy Diel, Director of Purchases

Office of Procurement & Contracts
900 S.W. Jackson St., Room 451 South
Topeka, KS 66612



Phone: (785) 296-2376
Fax: (785) 296-7240
<http://admin.ks.gov/offices/procurement-and-contracts>

Sarah Shipman, Secretary

Sam Brownback, Governor

AMENDMENT

Amendment Date: September 26, 2017

Amendment Number: 5

Contract ID: 0000000000000000000000035945

Event ID: EVT0000709

Procurement Officer: Neal Farron
Telephone: 785/296-3122
E-Mail Address: neal.farron@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: **Research Assistance (RA) Services**

Agency / Business Unit: Statewide, Optional Use

Period of Contract: August 1, 2017 through July 31, 2021

Contractor: GARTNER INC
56 Top Gallant Road
Stamford, CT 06902
Tax ID: 04-3099750
SMART Supplier ID: 0000002454
Telephone Client Services: 203-316-1200

Contact Person: Jamie Combs
Email: jamie.combs@gartner.com
Telephone: 314-420-0854

Conditions:

The parties mutually agree to the attached "Price List for Contract SW 895" effective for the period of August 1, 2017 to July 31, 2018.

STATE OF KANSAS

Price List for Contract SW 895

Prices are effective August 1, 2017 to July 31, 2018.

The rates herein apply to service delivery start date and purchase orders received during the effective dates. Supplier may offer to a Client rates consistent with the then current Gartner Public Sector pricing for the service(s) ordered or the rates listed herein in effective at the time of purchase.

RESEARCH AND ADVISORY SERVICES	
TEAM PLUS SOLUTIONS	Unit Price
Executive Programs Leadership Team Plus ¹	
Leader	85,700
Partner	70,600
Partner Leader (must purchase Enterprise IT Leadership Team Plus Members)	70,600
Delegate	44,900
Delegate Leader (must purchase IT Leadership Team Plus Members)	44,900
Advisor	33,600
Advisor Leader (must purchase IT Leadership Team Plus Members)	33,600
Cross Function	24,200
Executive Programs Leadership Team Plus with Industry ¹	
Leader	92,300
Partner	77,500
Partner Leader (must purchase Enterprise IT Leadership Team Plus with Industry Members)	77,500
Delegate	52,800
Delegate Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	52,800
Advisor	41,700
Advisor Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	41,700
Cross Function	27,000
Enterprise IT Leadership Team Plus ¹	
Leader	59,700
Advisor	30,700
Cross Function	18,600
Enterprise IT Leadership Team Plus with Industry ¹	
Leader	69,000
Advisor	37,800
Cross Function	23,100
Industry Advisory Services Team Plus ¹	
Leader	37,800
Advisor	37,800
Cross Function	23,100
IT Leadership Team Plus ¹	
Leader	30,700
Advisor	30,700
Cross Function	18,600

TEAM SOLUTIONS	Unit Price
Executive Programs Leadership Team ²	
Leader	78,600
Partner	64,800
Partner Leader (must purchase Enterprise IT Leadership Team Members)	64,800
Delegate	41,200
Delegate Leader (must purchase IT Leadership Team Members)	41,200
Advisor	30,800
Advisor Leader (must purchase IT Leadership Team Members)	30,800
Cross Function	22,200
Role	15,800
Essentials - Limited Availability ³	8,200
Executive Programs Leadership Team with Industry ²	
Leader	84,700
Partner	71,100
Partner Leader (must purchase Enterprise IT Leadership Team with Industry Members)	71,100
Delegate	48,400
Delegate Leader (must purchase Industry Advisory Services Leadership Team Members)	48,400
Advisor	38,300
Advisor Leader (must purchase Industry Advisory Services Leadership Team Members)	38,300
Cross Function	24,800
Role	17,500
Essentials - Limited Availability ³	8,200
Enterprise IT Leadership Team ²	
Leader	54,800
Advisor	28,200
Cross Function	17,100
Role	10,400
Essentials	8,200
Enterprise IT Leadership Team with Industry ²	
Leader	63,300
Advisor	34,700
Cross Function	21,200
Role	12,200
Essentials	8,200
Industry Advisory Services Leadership Team ²	
Leader	34,700
Advisor	34,700
Cross Function	21,200
Role	12,200
Essentials	8,200

IT Leadership Team ²	
Leader	28,200
Advisor	28,200
Cross Function	17,100
Role	10,400
Essentials	8,200
Gartner for Marketing Leaders Team ² - Limited Availability ³	
Leader	35,200
Advisor	35,200
Reference	12,400
INDIVIDUAL SOLUTIONS	Unit Price
Executive Programs Individual Solutions	
Member (Single User)	86,800
Member (Multi User)	77,100
Member Basic (Single User)	59,200
Member Basic (Multi User)	52,900
Two Onsite Meetings Add-on - Limited Availability ³	15,500
Executive Programs Individual Solutions with Industry	
Member (Single User)	92,400
Member (Multi User)	83,000
Member Basic (Single User)	65,900
Member Basic (Multi User)	59,800
Enterprise IT Leaders	
Member (Single User)	65,500
Member (Multi User)	54,800
Two Onsite Meetings Add-on - Limited Availability ³	15,600
Industry Advisory Services	
Advisor (Single User)	43,300
Advisor (Multi User)	34,700
Advisor Add-on to Enterprise IT Leaders or IT Executives ^{4,7}	10,200
Reference (Single User)	29,200
Reference (Multi User)	20,600
Gartner for IT Leaders	
Advisor (Single User)	38,200
Advisor (Multi User)	28,200
Reference (Single User)	26,700
Reference (Multi User)	16,500
Gartner for Marketing Leaders - Limited Availability ³	
Advisor (Single User)	42,300
Advisor (Multi User)	35,200

Core Connect	
Advisor (Single User)	34,400
Advisor (Multi User)	24,700
Reference (Single User)	22,900
Reference (Multi User)	13,000
IT News and Insight	600
MULTI-USER SOLUTIONS	Unit Price
Gartner for Technical Professionals⁵	
Department Advisor	108,500
Department Reference	73,000
Gartner for Technical Professionals Team⁵ - Limited Availability³	51,600
Gartner for Technical Professionals SMB^{4,5}	
SMB Advisor	54,800
SMB Reference	36,500
Gartner Technology Planner	
Technology Planner	108,500
Technology Planner Essentials - Three Modules (price per module, must purchase 3)	30,500
Technology Planner Essentials - Two Modules (price per module, must purchase 2)	35,100
Technology Planner Essentials - One Module	43,000
Gartner Technology Planner SMB⁵	
Technology Planner SMB	54,800
Technology Planner Essentials SMB - Three Modules (price per module, must purchase 3)	15,500
Technology Planner Essentials SMB - Two Modules (price per module, must purchase 2)	17,800
Technology Planner Essentials SMB - One Module	21,800
Gartner for IT Associates⁴	
100 documents	21,900
OTHER SERVICES	Unit Price
Strategic Advisory Services	
Remote Advisory Engagement	7,300
Internal Advisory Engagement	14,700
Events⁶ - 2017 ticket pricing valid to December 31, 2017	
2017 Symposium Ticket	4,200
2017 Summit Ticket (BI, Data Center, or Security)	2,900
2017 Summit Ticket (excludes BI, Data Center, Security)	2,425
2017 Catalyst Conference Ticket	2,900
2018 Symposium Ticket	4,425
2018 Summit Ticket (BI, Data Center, or Security)	3,050
2018 Summit Ticket (excludes BI, Data Center, Security)	2,550
2018 Catalyst Conference Ticket	3,050

RENEWAL ONLY RESEARCH AND ADVISORY SERVICES ⁷	Unit Price
IT Executive Portfolio - RENEWAL ONLY ⁷	
IT Executives CIO Signature	96,500
IT Executives CIO (Single User)	88,400
IT Executives CIO (Multi User)	78,600
IT Executives CIO Essentials (Single User)	59,200
IT Executives CIO Essentials (Multi User)	52,900
Delegate Add-on to CIO Signature - Limited Availability ³	41,200
NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY	Unit Price
Core IT Research Reference for Higher Education ⁸ (per student campus)	
Core Reference for a college or university with 1 to 4,999 Student FTE	23,000
Core Reference for a college or university with 5,000 to 9,999 Student FTE	46,000
Core Reference for a college or university with 10,000 to 24,999 Student FTE	69,000
Core Reference for a college or university with 25,000+ Student FTE	92,000
Core Reference for a community college	23,000
Technical Professional for Higher Education ⁸ (per student campus)	
Technical Professional Advisor for IT Staff only of a college or university	54,800
Technical Professional Reference for IT Staff only of a college or university	36,500
CONSULTING SERVICES	
Gartner Consulting helps our clients deliver high business-impact IT projects. Our experienced practitioners tailor our proven solutions to our clients' specific issues to help them achieve their top priorities and drive business value. General rates for Consulting Services range from \$160.00/hour to \$590.00/hour. Actual rates assess will be dependent upon Scope of Work and resources deemed necessary for completion. Projects are deliverables-based and tied to a fixed price agreed upon in advance.	

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

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

² Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. An Executive Programs Leadership Team with one Team Leader and less than three (3) Team Members is permissible so long as one of the Team Members is a Delegate or Partner. Executive Programs Leadership Team Essentials is limited to select markets and may only consist of one (1) Team Leader and up to ten (10) Team Essentials Members per Team (other Team Member types are not permitted); contact your Account Executive for availability in your area. Team with Industry Advisory Services pricing is for one industry and all licenses in a Team with Industry Advisory Services must purchase access to the same industry. All licenses in a Team solution, including subteam members, must be "Team" type licenses and cannot include "Team Plus" licenses.

³ Limited availability. Check with Sales Representative before purchasing.

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

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

⁶ Ticket prices apply to orders received by December 31st of the Event year indicated. For example, 2017 Symposium ticket price applies to orders received on or before December 31, 2017. 2018 ticket prices have not been released; please check with account representatives for 2018 ticket pricing at the time of purchase.

⁷ IT Executives Portfolio renewal services are only available to eligible license holders who purchased the service listed on or before June 30, 2014 and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering. Industry Advisory Services Add-on must be coterminous with the base IT Executives license and requires the purchase of the same Industry Add-on license for each user within the IT Executives license (CIO Signature must purchase for the Member and each Delegate).

⁸ Higher Education products are only available to eligible, not-for-profit Higher Education colleges or universities. A Core IT Research Reference for Higher Education license is for one designated, student campus based on the total full-time equivalent (FTE) student enrolment of the college or university, as assessed at the time of purchase. Purchasing prerequisites apply. Check with Sales representatives before purchasing.

Gartner reserves the right to refresh its pricing and product offerings on an annual basis. The refreshed pricing and product offering(s) will be provided to the Client in writing and will become effective within 10 days of submission by Gartner and/or upon the Agreement's annual renewal date.

STATE OF KANSAS

DEPARTMENT OF ADMINISTRATION
OFFICE OF PROCUREMENT AND CONTRACTS
900 S.W. JACKSON ST., ROOM 451 SOUTH
TOPEKA, KS 66612



PHONE: (785) 296-2376
FAX: (785) 296-7240
<http://admin.ks.gov/offices/procurement-and-contracts>

GOVERNOR JEFF COLYER, M.D.
SARAH SHIPMAN, SECRETARY

AMENDMENT

Amendment Date: May 7, 2018
Amendment Number: 6
Contract ID: 0000000000000000000035945
Event ID: EVT0000709
Procurement Officer: Neal Farron
Telephone: 785/296-3122
E-Mail Address: neal.farron@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>
Item: **Research Assistance (RA) Services**
Agency / Business Unit: Statewide, Optional Use
Period of Contract: August 1, 2018 through July 31, 2021
Contractor: GARTNER INC
56 Top Gallant Road
Stamford, CT 06902
Tax ID: 04-3099750
SMART Supplier ID: 0000002454
Telephone Client Services: 203-316-1200

Contact Person: Jamie Combs, Senior Account Executive
Email: jamie.combs@gartner.com
Telephone: 314-420-0854

Conditions:

The parties mutually agree to the attached "Price List for Contract SW 895" effective for the period of August 1, 2018 to July 31, 2019.

STATE OF KANSAS

Price List for Contract SW 895

Prices are effective August 1, 2018 to July 31, 2019.

The rates herein apply to service delivery start date and purchase orders received during the effective dates. Supplier may offer to a Client rates consistent with the then current Gartner Public Sector pricing for the service(s) ordered or the rates listed herein in effective at the time of purchase.

RESEARCH AND ADVISORY SERVICES	
TEAM PLUS SOLUTIONS	Unit Price
Executive Programs Leadership Team Plus ¹	
Team Leader	88,600
Partner Member	73,000
Partner Leader (must purchase Enterprise IT Leadership Team Plus Members)	73,000
Delegate Member	46,400
Delegate Leader (must purchase IT Leadership Team Plus Members)	46,400
Advisor Member	34,700
Advisor Leader (must purchase IT Leadership Team Plus Members)	34,700
Cross Function Member	25,000
Executive Programs Leadership Team Plus with Industry ¹	
Team Leader	96,300
Partner Member	80,900
Partner Leader (must purchase Enterprise IT Leadership Team Plus with Industry Members)	80,900
Delegate Member	52,800
Delegate Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	52,800
Advisor Member	41,700
Advisor Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	41,700
Cross Function Member	27,900
Enterprise IT Leadership Team Plus ¹	
Team Leader	61,700
Advisor Member	31,700
Cross Function Member	19,200
Enterprise IT Leadership Team Plus with Industry ¹	
Team Leader	69,000
Advisor Member	37,800
Cross Function Member	23,100
Industry Advisory Services Leadership Team Plus ¹	
Team Leader	37,800
Advisor Member	37,800
Cross Function Member	23,100
IT Leadership Team Plus ¹	
Team Leader	31,700
Advisor Member	31,700
Cross Function Member	19,200

TEAM SOLUTIONS	Unit Price
Executive Programs Leadership Team ²	
Team Leader	81,300
Partner Member	67,000
Partner Leader (must purchase Enterprise IT Leadership Team Members)	67,000
Delegate Member	42,600
Delegate Leader (must purchase IT Leadership Team Members)	42,600
Advisor Member	31,800
Advisor Leader (must purchase IT Leadership Team Members)	31,800
Cross Function Member	23,000
Role Member	16,300
Executive Programs Leadership Team Essentials ² - Limited Availability ³	
Team Leader	81,300
Essentials Member	8,500
Executive Programs Leadership Team with Industry ²	
Team Leader	88,400
Partner Member	74,200
Partner Leader (must purchase Enterprise IT Leadership Team with Industry Members)	74,200
Delegate Member	48,400
Delegate Leader (must purchase Industry Advisory Services Leadership Team Members)	48,400
Advisor Member	38,300
Advisor Leader (must purchase Industry Advisory Services Leadership Team Members)	38,300
Cross Function Member	25,600
Role Member	18,100
Executive Programs Leadership Team Essentials with Industry ² - Limited Availability ³	
Team Leader	88,400
Essentials Member	8,500
Enterprise IT Leadership Team ²	
Team Leader	56,700
Advisor Member	29,200
Cross Function Member	17,700
Role Member	10,800
Essentials Member	8,500
Enterprise IT Leadership Team with Industry ²	
Team Leader	63,300
Advisor Member	34,700
Cross Function Member	21,200
Role Member	12,200
Essentials Member	8,500

Industry Advisory Services Leadership Team ²	
Team Leader	34,700
Advisor Member	34,700
Cross Function Member	21,200
Role Member	12,200
Essentials Member	8,500
IT Leadership Team ²	
Team Leader	29,200
Advisor Member	29,200
Cross Function Member	17,700
Role Member	10,800
Essentials Member	8,500
Gartner for Marketing Leaders Team ² - Limited Availability ³	
Team Leader	37,000
Advisor Member	37,000
Reference Member	15,000
INDIVIDUAL SOLUTIONS	Unit Price
Executive Programs Individual Solutions	
Member single-user	89,700
Member multi-user	79,700
Member Basic single-user	61,200
Member Basic multi-user	54,700
Two Additional Meetings Add-on - Limited Availability ³	16,000
Executive Programs Individual Solutions with Industry	
Member single-user	96,400
Member multi-user	86,600
Member Basic single-user	68,100
Member Basic multi-user	61,800
Enterprise IT Leaders	
Member single-user	67,700
Member multi-user	56,700
Two Onsite Meetings Add-on - Limited Availability ³	16,100
Industry Advisory Services	
Advisor single-user	44,800
Advisor multi-user	34,700
Advisor Add-on to Enterprise IT Leaders or IT Executives ^{4,7}	10,200
Reference single-user	30,200
Reference multi-user	20,600

Gartner for IT Leaders	
Advisor single-user	39,500
Advisor multi-user	29,200
Reference single-user	27,600
Reference multi-user	17,100
Gartner for Marketing Leaders - Limited Availability³	
Advisor single-user	44,400
Advisor multi-user	37,000
Core Connect	
Advisor single-user	35,600
Advisor multi-user	25,500
Reference single-user	23,700
Reference multi-user	13,400
IT News and Insight	620
MULTI-USER SOLUTIONS	Unit Price
Gartner for Technical Professionals⁴	
Technical Professionals Advisor Department	112,200
Technical Professionals Reference Department	75,500
Gartner for Technical Professionals Team⁴ - Limited Availability³	53,300
Gartner for Technical Professionals SMB^{4,5}	
Technical Professionals Advisor SMB	56,700
Technical Professionals Reference SMB	37,700
Gartner for IT Associates⁴	
Gartner for IT Associates 100 documents	23,100
GARTNER BUSINESS SERVICES	Unit Price
Gartner for Customer Service & Support Leaders Team⁹	
Team Leader	29,200
Advisor Member	29,200
Reference Member	13,100
Gartner for Customer Service & Support Leaders Individual Access	39,200
Gartner for Finance Leaders Team⁹	
Leader	29,200
Advisor Member	29,200
Reference Member	13,100
Gartner for Finance Leaders Individual Access	39,200
Gartner for Human Resources Leaders Team⁹	
Leader	29,200
Advisor Member	29,200
Reference Member	16,200
Gartner for Human Resources Leaders Individual Access	39,200

Gartner for Legal and Compliance Leaders Team ⁹	
Leader	25,300
Advisor Member	25,300
Reference Member	10,100
Gartner for Legal and Compliance Leaders Individual Access	33,500
Gartner for Sales Leaders Team ⁹	
Leader	31,800
Advisor Member	29,200
Reference Member	13,100
Gartner for Sales Leaders Individual Access	39,200
OTHER SERVICES	Unit Price
Strategic Advisory Services	
Client - Remote Advisory Engagement	7,500
Client - Internal Advisory Engagement	15,200
Events ⁶ - 2018 ticket pricing valid to December 31, 2018	
2018 Symposium Ticket	4,425
2018 Summit Ticket (BI, Data Center, Security, or Applications)	3,050
2018 Summit Ticket (excludes BI, Data Center, Security, and Applications)	2,550
2018 Catalyst Conference Ticket	3,050
2019 Symposium Ticket	TBD
2019 Summit Ticket (BI, Data Center, Security, or Apps)	TBD
2019 Summit Ticket (excludes BI, Data Center, Security, Apps)	TBD
2019 Catalyst Conference Ticket	TBD
RENEWAL ONLY RESEARCH AND ADVISORY SERVICES ⁷	Unit Price
IT Executives Portfolio - RENEWAL ONLY ⁷	
IT Executives CIO Signature	99,800
IT Executives CIO single-user	91,400
IT Executives CIO multi-user	81,300
IT Executives CIO Essentials single-user	61,200
IT Executives CIO Essentials multi-user	54,700
Delegate Add-on to CIO Signature - Limited Availability ³	42,600
NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY	Unit
Core IT Research Reference for Higher Education ⁸ (per student campus)	
Core Reference for a community college	24,000
Core Reference for a college or university with 1 to 4,999 Student FTE	24,000
Core Reference for a college or university with 5,000 to 9,999 Student FTE	48,000
Core Reference for a college or university with 10,000 to 24,999 Student FTE	72,000
Core Reference for a college or university with 25,000+ Student FTE	96,000
Technical Professional for Higher Education ⁸ (per student campus)	
Technical Professionals Advisor for IT Staff only of a college or university	56,700
Technical Professionals Reference for IT Staff only of a college or university	37,700

CONSULTING SERVICES

Gartner Consulting helps our clients deliver high business-impact IT projects. Our experienced practitioners tailor our proven solutions to our clients' specific issues to help them achieve their top priorities and drive business value. General rates for Consulting Services range from \$160.00/hour to \$590.00/hour. Actual rates assessed will be dependent upon Scope of Work and resources deemed necessary for completion. Projects are deliverables-based and tied to a fixed price agreed upon in advance.

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

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

² Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. An Executive Programs Leadership Team with one Team Leader and less than three (3) Team Members is permissible so long as one of the Team Members is a Delegate or Partner. Executive Programs Leadership Team Essentials is limited to select markets and may only consist of one (1) Team Leader and up to ten (10) Team Essentials Members per Team (other Team Member types are not permitted); contact your Account Executive for availability in your area. Team with Industry Advisory Services pricing is for one industry and all licenses in a Team with Industry Advisory Services must purchase access to the same industry. All licenses in a Team solution, including subteam members, must be "Team" type licenses and cannot include "Team Plus" licenses.

³ Limited availability. Check with Sales Representative before purchasing.

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

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

⁶ Ticket prices apply to orders received by December 31st of the Event year indicated. For example, 2018 Symposium ticket price applies to orders received on or before December 31, 2018. 2019 ticket prices have not been released; please check with account representatives for 2019 ticket pricing at the time of purchase.

⁷ IT Executives Portfolio renewal services are only available to eligible license holders who purchased the service listed on or before June 30, 2014 and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering. Industry Advisory Services Add-on must be coterminous with the base IT Executives license and requires the purchase of the same Industry Add-on license for each user within the IT Executives license (CIO Signature must purchase for the Member and each Delegate).

⁸ Higher Education products are only available to eligible, not-for-profit Higher Education colleges or universities. A Core IT Research Reference for Higher Education license is for one designated, student campus based on the total full-time equivalent (FTE) student enrolment of the college or university, as assessed at the time of purchase. Purchasing prerequisites apply. Check with Sales representatives before purchasing.

⁹ Gartner Business Services Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Team Leader per Team. Each Team Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. A Gartner for Customer Service & Support Team, Gartner for Legal and Compliance Leaders Team, or Gartner for Sales Leaders Team with one Team Leader and two Team Members is permissible. All licenses in a Team must be of the same business domain; for example, a Gartner for Sales Leaders Team may only consist of Gartner for Sales Leaders Team licenses.

Gartner reserves the right to refresh its pricing and product offerings on an annual basis. The refreshed pricing and product offering(s) will be provided to the Client in writing and will become effective within 10 days of submission by Gartner and/or upon the Agreement's annual renewal date.

Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612



Phone: 785-298-2376
Fax: 785-298-7240
www.admin.ks.gov/offices/procurement-and-contracts

Duane Goossen, Acting Secretary

Laura Kelly, Governor

AMENDMENT

Amendment Date: May 13, 2019

Amendment Number: 7

Contract ID: 000000000000000000000035945
Event ID: EVT0000709

Procurement Officer: Neal Farron
Telephone: 785/296-3122
E-Mail Address: neal.farron@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Research Assistance (RA) Services

Agency / Business Unit: Statewide, Optional Use

Period of Contract: August 1, 2019 through July 31, 2021

Contractor: GARTNER INC
56 Top Gallant Road
Stamford, CT 06902
Tax ID: 04-3099750
SMART Supplier ID: 0000002454
Telephone Client Services: 203-316-1200

Contact Person: Jamie Combs, Senior Account Executive
Email: jamie.combs@gartner.com
Telephone: 314-420-0854

Conditions:

The parties mutually agree to the attached "Price List for Contract SW 895" effective for the period of August 1, 2019 to July 31, 2020.

STATE OF KANSAS

Price List for Contract SW 895

Prices are effective August 1, 2019 to July 31, 2020.

The rates herein apply to service delivery start date and purchase orders received during the effective dates. Supplier may offer to a Client rates consistent with the then current Gartner Public Sector pricing for the service(s) ordered or the rates listed herein in effective at the time of purchase.

RESEARCH AND ADVISORY SERVICES	
TEAM PLUS SOLUTIONS	Unit Price
Executive Programs Leadership Team Plus ¹	
Leader	91,500
Partner Member	77,300
Partner Leader (must purchase Enterprise IT Leadership Team Plus Members)	77,300
Delegate Member	47,900
Delegate Leader (must purchase IT Leadership Team Plus Members)	47,900
Advisor Member	35,800
Advisor Leader (must purchase IT Leadership Team Plus Members)	35,800
Cross Function Member	25,800
Executive Programs Leadership Team Plus with Industry ¹ (one industry)	
Leader	99,500
Partner Member	85,700
Partner Leader (must purchase Enterprise IT Leadership Team Plus with Industry Members)	85,700
Delegate Member	54,500
Delegate Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	54,500
Advisor Member	43,100
Advisor Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	43,100
Cross Function Member	28,800
Enterprise IT Leaders Initiative Team ¹	
Leader	83,600
Advisor Member	43,700
Enterprise IT Leaders Initiative Team with Industry ¹ (one industry)	
Leader	93,500
Advisor Member	52,100
Enterprise IT Leadership Team Plus ¹	
Leader	65,300
Advisor Member	32,700
Cross Function Member	19,800
Enterprise IT Leadership Team Plus with Industry ¹ (one industry)	
Leader	73,100
Advisor Member	39,000
Cross Function Member	23,900

IT Leadership Team Plus ¹	
Leader	32,700
Advisor Member	32,700
Cross Function Member	19,800
Industry Advisory Services Leadership Team Plus ¹ (one industry)	
Leader	39,000
Advisor Member	39,000
Cross Function Member	23,900
TEAM SOLUTIONS	Unit Price
Executive Programs Leadership Team ²	
Leader	84,000
Partner Member	70,900
Partner Leader (must purchase Enterprise IT Leadership Team Members)	70,900
Delegate Member	44,000
Delegate Leader (must purchase IT Leadership Team Members)	44,000
Advisor Member	32,800
Advisor Leader (must purchase IT Leadership Team Members)	32,800
Cross Function Member	23,800
Role Member	16,800
Executive Programs Leadership Team Essentials ² - Limited Availability ³	
Leader	84,000
Essentials Member	8,800
Executive Programs Leadership Team with Industry ² (one industry)	
Leader	91,300
Partner Member	78,500
Partner Leader (must purchase Enterprise IT Leadership Team with Industry Members)	78,500
Delegate Member	50,000
Delegate Leader (must purchase Industry Advisory Services Leadership Team Members)	50,000
Advisor Member	39,600
Advisor Leader (must purchase Industry Advisory Services Leadership Team Members)	39,600
Cross Function Member	26,400
Role Member	18,700
Executive Programs Leadership Team Essentials with Industry ² (one industry) - Limited Availability ³	
Leader	91,300
Essentials Member	8,800
Enterprise IT Leadership Team ²	
Leader	60,100
Advisor Member	30,200
Cross Function Member	18,300
Role Member	11,200
Essentials Member	8,800

Enterprise IT Leadership Team with Industry² (one industry)	
Leader	67,000
Advisor Member	35,800
Cross Function Member	21,900
Role Member	12,600
Essentials Member	8,800
IT Leadership Team²	
Leader	30,200
Advisor Member	30,200
Cross Function Member	18,300
Role Member	11,200
Essentials Member	8,800
Industry Advisory Services Leadership Team² (one industry)	
Leader	35,800
Advisor Member	35,800
Cross Function Member	21,900
Role Member	12,600
Essentials Member	8,800
INDIVIDUAL SOLUTIONS	Unit Price
Executive Programs	
Member (Single User)	92,700
Member (Multi User)	82,300
Two Additional Meetings Add-on - Limited Availability ³	16,500
Executive Programs with Industry (one Industry)	
Member (Single User)	99,600
Member (Multi User)	89,500
Enterprise IT Leaders	
Member (Single User)	71,600
Member (Multi User)	60,100
Industry Add-on (one industry) ⁴	10,500
Two Onsite Meetings Add-on - Limited Availability ³	16,600
IT Leaders	
Advisor (Single User)	40,800
Advisor (Multi User)	30,200
Reference (Single User)	28,500
Reference (Multi User)	17,700
Industry Advisory Services (one Industry)	
Advisor (Single User)	46,300
Advisor (Multi User)	35,800
Reference (Single User)	31,200
Reference (Multi User)	21,300

Core Connect	
Advisor (Single User)	36,800
Advisor (Multi User)	26,300
Reference (Single User)	24,500
Reference (Multi User)	13,800
IT News and Insight	640
MULTI-USER SOLUTIONS	Unit Price
Technical Professionals⁴	
Advisor Department	115,900
Reference Department	78,000
Technical Professionals Team⁴ - Limited Availability³	55,100
Technical Professionals SMB^{4,5}	
Advisor SMB	58,600
Reference SMB	38,900
IT Associates⁴	
100 documents	24,300
GARTNER BUSINESS SERVICES	Unit Price
Customer Service & Support Leaders Team⁹	
Leader	30,200
Advisor Member	30,200
Reference Member	13,500
Customer Service & Support Leaders Individual Access	40,500
Finance Leaders Team⁹	
Leader	30,200
Advisor Member	30,200
Reference Member	14,000
Finance Leaders Individual Access	40,500
Chief Human Resources Officers Team⁹	
Leader	74,800
Advisor Member	30,200
Reference Member	16,700
Chief Human Resources Officers Individual Access	82,400
Human Resources Leaders Team⁹	
Leader	30,200
Advisor Member	30,200
Reference Member	16,700
Human Resources Leaders Individual Access	40,500
Human Resources Professionals⁹	
Up to 20 HR Professionals	37,000
Up to 5 HR Professionals	23,000

Legal & Compliance Leaders Team ⁹	
Leader	26,100
Advisor Member	26,100
Reference Member	10,400
Legal & Compliance Leaders Individual Access	34,600
Marketing Leaders Team ²	
Leader	38,200
Advisor Member	38,200
Reference Member	15,000
Marketing Leaders	
Advisor (Single User)	45,900
Advisor (Multi User)	38,200
OTHER SERVICES	Unit Price
Strategic Advisory Services	
Client - Remote Advisory Engagement	7,700
Client - Internal Advisory Engagement	15,700
Conferences ⁶ - 2019 ticket pricing valid to December 31, 2019	
2019 IT Symposium/Xpo Ticket	4,600
2019 Summit Ticket (BI, Data Center, Security, or Applications)	3,150
2019 Summit Ticket (excludes BI, Data Center, Security, and Applications)	2,650
2019 Catalyst Ticket	3,150
2020 Symposium Ticket	TBD
2020 Summit Ticket (BI, Data Center, Security, or Apps)	TBD
2020 Summit Ticket (excludes BI, Data Center, Security, Apps)	TBD
2020 Catalyst Ticket	TBD
RENEWAL ONLY RESEARCH AND ADVISORY SERVICES ⁷	Unit Price
Executive Programs - Renewal Only ⁷	
Member Basic (Single User)	63,200
Member Basic (Multi User)	56,500
Executive Programs with Industry (one industry) - Renewal Only ⁷	
Member Basic (Single User)	70,300
Member Basic (Multi User)	63,800
IT Executives - Renewal Only ⁷	
CIO Signature	103,100
CIO Member (Single User)	94,400
CIO Member (Multi User)	84,000
CIO Essentials Member (Single User)	63,200
CIO Essentials Member (Multi User)	56,500
Delegate Add-on to CIO Signature - Limited Availability ³	44,000
Industry Add-on (one industry) ⁴	10,500

NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY	Unit Price
Core IT Research Reference for Higher Education⁸ (per student campus)	
Core Reference for a community college	25,700
Core Reference for a college or university with 1 to 4,999 Student FTE	25,700
Core Reference for a college or university with 5,000 to 9,999 Student FTE	51,400
Core Reference for a college or university with 10,000 to 24,999 Student FTE	77,100
Core Reference for a college or university with 25,000+ Student FTE	102,800
Technical Professionals for Higher Education⁸ (per student campus)	
Advisor for IT Staff only of a college or university	58,600
Reference for IT Staff only of a college or university	38,900
CONSULTING SERVICES	
Gartner Consulting helps our clients deliver high business-impact IT projects. Our experienced practitioners tailor our proven solutions to our clients' specific issues to help them achieve their top priorities and drive business value. General rates for Consulting Services range from \$160.00/hour to \$590.00/hour. Actual rates assess will be dependent upon Scope of Work and resources deemed necessary for completion. Projects are deliverables-based and tied to a fixed price agreed upon in advance.	

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

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

² Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per Team. Each Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. An Executive Programs Leadership Team with one Team Leader and less than three (3) Team Members is permissible so long as one of the Team Members is a Delegate or Partner. Executive Programs Leadership Team Essentials is limited to select markets and may only consist of one (1) Team Leader and up to ten (10) Team Essentials Members per Team (other Team Member types are not permitted); contact your Account Executive for availability in your area. Team with Industry Advisory Services pricing is for one industry and all licenses in a Team with Industry Advisory Services must purchase access to the same industry. All licenses in a Team solution, including subteam members, must be "Team" type licenses and cannot include "Team Plus" licenses.

³ Limited availability. Check with Sales Representative before purchasing.

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

⁵ Technical Professionals SMB is available only to eligible small and medium size agencies with 4,000 or fewer employees. Please check with Sales representatives before purchasing.

⁶ Ticket prices apply to orders received by December 31st of the Conference year indicated. For example, 2019 IT Symposium/Xpo ticket price applies to orders received on or before December 31, 2019. 2020 ticket prices have not been released; please check with account representatives for 2020 ticket pricing at the time of purchase.

⁷ IT Executives Portfolio renewal services are only available to eligible license holders who purchased the service listed on or before June 30, 2014 and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering. Industry Advisory Services Add-on must be coterminous with the base IT Executives license and requires the purchase of the same Industry Add-on license for each user within the IT Executives license (CIO Signature must purchase for the Member and each Delegate).

⁸ Higher Education products are only available to eligible, not-for-profit Higher Education colleges or universities. A Core IT Research Reference for Higher Education license is for one designated, student campus based on the total full-time equivalent (FTE) student enrollment of the college or university, as assessed at the time of purchase. Purchasing prerequisites apply. Check with Sales representatives before purchasing.

⁹ Gartner Business Services Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Team Leader per Team. Each Team Leader type license must have three (3) to ten (10) Team Members coterminous with the Leader license. A Customer Service & Support Team or Legal & Compliance Leaders Team with one Team Leader and two Team Members is permissible. All licenses in a Team must be of the same business domain; for example, a Finance Leaders Team may only consist of Finance Leaders Team licenses. Human Resources Professionals requires the purchase and maintenance of a coterminous Chief Human Resources Officers Team or Human Resources Team.

Gartner reserves the right to refresh its pricing and product offerings on an annual basis. The refreshed pricing and product offering(s) will be provided to the Client in writing and will become effective within 10 days of submission by Gartner and/or upon the Agreement's annual renewal date.