

AMENDMENT

Amendment Date: August 23, 2016

Amendment Number: 4

Contract ID: 0000000000000000000035945

Event ID: EVT0000709

Procurement Officer: Neal Farron
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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	
<p>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.</p> <p>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.</p>	

“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 31th 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