Division of Purchases
900 SW Jackson, Room 102N
Topeka, KS 66612-1286

Dennis R. Taylor, Secretary
Chris Howe, Director

Kansas
Department of Administration

phone: 785-296-2376
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www.da.ks.gov/purch

Sam Brownback, Governor

CONTRACT AWARD

Date of Award: July 28, 2011

Contract ID: 00000000000000000000035945

SMART Vendor ID: 0000002454

Replaces Contract: 03372

Procurement Officer: Bonnie L Edwards

Telephone: 785-296-3125

E-Mail Address: bonnie.edwards@da.ks.gov

Web Address: http://da.ks.gov/purch

Item: Research Assistance (RA) Servi

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

Payment Terms: Net 30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may not use a P-Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

The above referenced contract award was recently posted to the Division of Purchases Internet website. The document can be downloaded by going to the following website:
http://www.da.ks.gov/purch/Contracts/

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:

   - Form DA 146a;
   - written modifications to the executed contract;
   - written contract signed by the parties;
   - the RFP, including any and all amendments; and
   - 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:

   - the Contractor fails to make delivery of goods or services as specified in this contract;
   - the Contractor provides substandard quality or workmanship;
   - the Contractor fails to perform any of the provisions of this contract, or
   - 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.

COST SHEET:

Research and Advisory Services	Unit Pricing ($)
CORE CONNECT	
Gartner Core Connect Reference single-member	19,100
Gartner Core Connect Reference multi-member	10,900
Gartner Core Connect Advisor single-member	28,600
Gartner Core Connect Advisor multi-member	20,500
GARTNER FOR IT LEADERS (GITL)	
GITL Reference single-member	22,200
GITL Reference multi-member	13,800
GITL Advisor single-member	31,800
GITL Advisor multi-member	23,500
GARTNER FOR IT LEADERS (GITL) WORKGROUP	
GITL Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	66,400
GITL Workgroup Cross Function: Add-on Member (up to 7 max. per base Workgroup)	14,300
GITL Workgroup Role: 1 Advisor & 3 Workgroup Members	49,300
GITL Workgroup Role: Add-on Member (up to 7 max. per base Workgroup)	8,600
GITL Workgroup Essentials 1 Advisor & 3 Workgroup Members	43,900
GITL Workgroup Essentials: Add-on Member (up to 7 max. per base Workgroup)	6,800
INDUSTRY ADVISORY SERVICES (IAS-G) - Single Industry	
IAS-G Reference single-member	28,400
IAS-G Reference multi-member	20,000
IAS-G Advisor single member	42,100
IAS-G Advisor multi member	33,700
IAS-G Advisor Add-on to IT Executives or Enterprise IT Leaders	9,900
INDUSTRY ADVISORY SERVICE (IAS-G) WORKGROUP - Single Industry	
IAS-G Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	90,400
IAS-G Workgroup Cross Function: Add-on Member (up to 7 max. per base Workgroup)	18,900
IAS-G Workgroup Role: 1 Advisor & 3 Workgroup Members	68,200
IAS-G Workgroup Role: Add-on Member (up to 7 max. per base Workgroup)	11,500
IAS-G Workgroup Essentials 1 Advisor & 3 Workgroup Members	54,100
IAS-G Workgroup Essentials: Add-on Member (up to 7 max. per base Workgroup)	6,800
ENTERPRISE IT LEADERS (EITL)	
Enterprise IT Leaders single-member	54,000
Enterprise IT Leaders multi-member	45,200
ENTERPRISE IT LEADERS (EITL) WORKGROUP	
EITL Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	88,100
EITL Workgroup Cross Function: Add-on Member (up to 7 max. per base Workgroup)	14,300
EITL Workgroup Role: 1 Advisor & 3 Workgroup Members	71,000
EITL Workgroup Role: Add-on Member (up to 7 max. per base Workgroup)	8,600
EITL Workgroup Essentials 1 Advisor & 3 Workgroup Members	65,600

EITL Workgroup Essentials: Add-on Member (up to 7 max. per base Workgroup)	6,800
IT EXECUTIVE PORTFOLIO	
IT Executives CIO Signature	80,300
IT Executives CIO single member	73,700
IT Executives CIO multi-member	65,500
IT Executive Essentials single-member	49,300
IT Executive Essentials multi-member	44,100
IT NEWS AND INSIGHTS	500
GARTNER FOR IT ASSOCIATES *	
Gartner for IT Associates 200 documents	32,400
Gartner for IT Associates 300 documents	48,600
Gartner for IT Associates 400 documents	64,800
Gartner for IT Associates 500 documents	81,000
Gartner for IT Associates Add-on 100 documents	16,200
* Purchasing terms and conditions apply	
STRATEGIC ADVISORY SERVICES (SAS)	
2011 SAS Worldwide Client - Internal Use of Analyst Time	11,900
2011 SAS Worldwide Client - Remote Advisory Engagement	6,100
2011 SAS Worldwide Client - External Speaking Engagement	18,300
EVENTS	
2011 Symposium Ticket - North America	2,795
2011 Themed Summit Ticket - North America	1,750
BURTON IT1 *	
Gartner Burton IT1 for Small and Mid Size Government Agency **	
Gartner Burton IT1 Advisor for Agency with up to 4,000 Employees	45,600
Gartner Burton IT1 Reference for Agency with up to 4,000 Employees	30,400
Gartner Burton IT1 Department	
Gartner Burton IT1 Department Advisor - up to 40 seats	90,200
Gartner Burton IT1 Department Reference - up to 40 seats	60,800
* Purchasing terms and conditions apply	
** Check with Sales representative for availability.	
IT SCORECARDS	
Level I Scorecard	20,600
Level II Scorecard	41,200
Level I Scorecard - Enhanced	47,800

The pricing for years two through nine of the Gartner proposal are provided for evaluation purposes only. Gartner reserves the right to refresh its pricing and product offerings on an annual basis consistent with the prices listed in the Gartner State & Local price list. The refreshed Pricing and Product offering will be provided to State of Kansas in January of each new calendar year in writing and the pricing will become effective within 14 days of submission to Client by Gartner and applicable to any renewal of existing services or initiation of new services.

Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Gartner, Inc. as expressed by Contractor's bid submitted to the Division of Purchases on July 19, 2011, in response to Bid Event Number EVT0000709.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish Research Assistance (RA) Services for Statewide Optional Use on order of the Agency(s) at the price or prices contained herein.

This contract is entered into this 28th day of July, 2011 by and between the State of Kansas (State) and Gartner, Inc., O'Fallon, MO (Contractor).

Contractor: Gartner, Inc.

By: _____

Printed Name: _____

Title: Phillip A. Cummings
Director, Government Contracts

State of Kansas

By: _____
CHRIS HOWE
DIRECTOR OF PURCHASES

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. 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 statutorily 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."