12

SUBJECT: PIGGYBACK State of Florida Contract No. 81141902-VITA-18-ACS for IT Research and Advisory Services

BID #: PSC-0278-23 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – Period of service from March 13, 2018 through March 13, 2021, with four (4) one (1) year renewal options

AGENCY: CLERK OF THE CIRCUIT & COUNTY COURTS

BASIS OF AWARD: PIGGYBACK State of Florida Contract No. 81141902-VITA-18-ACS for IT Research and Advisory Services

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to Piggyback State of Florida Contract No. 81141902-VITA-18-ACS, with Gartner, Inc. for IT Research and Advisory Services. Services will consist of two (2) IT Leaders with Individual Access Advisor. Period of service will be one year from date of contract execution. The requested total expenditure not-to-exceed $66,568.00.

Funding Source: 11801.311001.549040.000000.00000000.00000.0000000, to be executed by purchase order(s)

ATTACHMENTS: Recommendation Memo; Vendor Quote; State Contract; Risk Approval

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Jennifer Spinelli, Chief Financial Officer, Clerk of the Circuit & County Courts

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

JODY PHILLIPS
CLERK OF THE CIRCUIT COURT
DUVAL COUNTY, FLORIDA

October 5, 2022

To:	Gregory Pease, Chief of Procurement
Thru:	Jennifer Spinelli, Chief Financial Officer
From:	Victoria Tomlin, Specialist to the Clerk
Subject:	Piggyback State of Florida Contract No. 81141902-VITA-18-ACS with Gartner, Inc. for IT Research and Advisory Services – Administrative Award Request

The Clerk of Courts requests an administrative award with Gartner, Inc. for IT Research and Advisory Services. Services will consist of two (2) Gartner for IT leader, with Individual Access Advisor.

The contract rates are included in Exhibit C, Schedule of Prices. The pricing is a total of $66,568.00; Table 31. IT Leaders ($33,284.00 each).

Upon award approval, the clerk's office will issue a purchase order with funding source: 11801.311001.549040.

Attachment(s): Pricing Schedule
Services Agreement / Price Quote

Gartner, Inc. Service Agreement for Duval County Clerk of Courts ("Client") of 501 West Adams St Jacksonville, FL 32202

This Service Agreement ("SA") is between Gartner. Inc., of 56 Top Gallant Road. Stamford. CT 06904 ("Gartner") on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client and includes the Master Client Agreement No. 811419 02-VITA- 1 8-ACS between Gartner and Client or Client' s parent or affiliate dated MAY-2018, the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Gartner for IT Leaders	Individual Access Advisor	2	Sheri Pristupa, Beth Dickson	01-OCT-2022	30-SEP-2023		
				Term Total	(Excluding applicable taxes)		$66,568.00
				Total Services:	(Excluding applicable taxes)		$66,568.00

1-2B7N57SD 2302 FA000118

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	Service Description URL
Gartner for IT Leaders Individual Access Advisor	http://sd.gartner.com/sd_itl_individual_advisor.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO's are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Tel. No.

Invoice Recipient Name

Invoice Recipient Email

5. AUTHORIZATION

Client:
Duval County Clerk of Courts

Signature

Date

Print Name

Title

Gartner, Inc.

Signature

Date

Print Name

Title

STATE OF FLORIDA

ACS# 81141902-18-ACS

EXHIBIT C - SCHEDULE OF PRICES

Rates are effective March 1, 2022 and apply to purchase orders received on or before February 28, 2023 with a service delivery start date no later than March 1, 2023.

RESEARCH AND ADVISORY SERVICES	Mar-01-2022 to Feb-28-2023
SECTION 1: PRIMARY RESEARCH SERVICES	
Table 1. Global CIO Team Plus [1] - Invitation Only	
Global CIO	204,473
Renewing Subscriber [6] - For license purchase **before Mar-01-2022** with continuous renewal.	198,400
Divisional CIO	152,850
Global IT Leader	152,850
Table 2. Global IT Leadership Team Plus [1] - Invitation Only	
Global Team Leader	139,749
Global Partner Member	127,434
Advisor Member	48,520
Table 3. Executive Programs Leadership Team Plus for Global Enterprises [1]	
Global Enterprises Team Leader	151,746
Global Enterprises IT Executive (may purchase IT Leadership Team Plus Members)	151,746
Global Enterprises Partner (may purchase Enterprise IT Leadership Team Plus Members)	131,105
Delegate Team Leader - Renewal Only [6] (may purchase IT Leadership Team Plus Members)	54,263
Advisor Team Leader (may purchase IT Leadership Team Plus Members)	39,792
Cross Function Team Member	27,773
Table 4. Executive Programs Leadership Team Plus [1]	
Leader	103,021
Renewing Subscriber [6] - For license purchase **before Mar-01-2022** with continuous renewal.	102,172
IT Executive Team Member or IT Executive Team Leader (IT Executive Team Leader must purchase IT Leadership Team Plus Members)	103,021
Renewing Subscriber [6] - For license purchase **before Mar-01-2022** with continuous renewal.	102,172
Partner Team Member or Partner Team Leader (Partner Team Leader must purchase Enterprise IT Leadership Team Plus Members)	90,953
Renewing Subscriber [6]	
- For license purchase **Feb-01-2021 to Mar-01-2022** with continuous renewal.	87,129
- For license purchase **before Feb-01-2021** with continuous renewal.	83,168

RESEARCH AND ADVISORY SERVICES	Mar-01-2022 to Feb-28-2023
Delegate Team Member or Delegate Team Leader - Renewal Only [6] (Delegate Team Leader must purchase IT Leadership Team Plus Members)	54,263
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase IT Leadership Team Plus Members)	39,792
Cross Function Team Member	27,773
Table 5. Executive Programs Leadership Team [1]	
Leader	94,628
Renewing Subscriber [6] - For license purchase **before Mar-01-2022** with continuous renewal.	93,892
IT Executive Team Member or IT Executive Team Leader (IT Executive Team Leader must purchase IT Leadership Team Members)	94,628
Renewing Subscriber [6] - For license purchase **before Mar-01-2022** with continuous renewal.	93,892
Partner Team Member or Partner Team Leader (Partner Team Leader must purchase Enterprise IT Leadership Team Members)	83,433
Renewing Subscriber [6]	
- For license purchase **Feb-01-2021 to Mar-01-2022** with continuous renewal.	79,925
- For license purchase **before Feb-01-2021** with continuous renewal.	76,292
Delegate Team Member or Delegate Team Leader - Renewal Only [6] (Delegate Team Leader must purchase IT Leadership Team Members)	49,817
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase IT Leadership Team Members)	36,508
Cross Function Team Member	25,455
Role Team Member	17,735
Executive Programs Leadership Team Essentials [1] - Limited Availability [3]	
Leader	94,628
Renewing Subscriber [6] - For license purchase **before Mar-01-2022** with continuous renewal.	93,892
Essentials Team Member - Limited Availability [3]	9,898
Table 6. Executive Programs	
Member (Single User)	104,341
Renewing Subscriber [6] - For license purchase **before Mar-01-2022** with continuous renewal.	103,678
Member (Multi User)	92,716
Renewing Subscriber [6] - For license purchase **before Mar-01-2022** with continuous renewal.	91,995
Executive Programs Member Basic - Renewal Only [6]	
Member Basic (Single User)	71,334
Member Basic (Multi User)	63,818

RESEARCH AND ADVISORY SERVICES	Mar-01-2022 to Feb-28-2023
Table 7. IT Executives: CIO Signature - Renewal Only [6]	
IT Executives CIO Signature	118,204
Table 8. IT Executives: CIO - Renewal Only [6]	
IT Executives CIO (Single User)	106,889
IT Executives CIO (Multi User)	94,807
Table 9. IT Executives: CIO Essentials - Renewal Only [6]	
IT Executives CIO Essentials (Single User)	71,334
IT Executives CIO Essentials (Multi User)	63,818
Table 10. Gartner Add-ons	
Delegate Add-on to CIO Signature - Limited Availability [3]	50,666
Two Additional Meetings Add-on - Limited Availability [3]	18,612
Table 11. Gartner for CIOs Team Plus [10]	
Team Leader	65,044
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase IT Leadership Team Plus Members)	39,792
Cross Function Team Member	27,773
Table 12. Gartner for CIOs	
Individual Access (Single User)	71,486
Individual Access (Multi User)	65,044
Table 13., Table 14., Table 15. and Table 16. <omitted, not applicable>	
Table 17. Chief Financial Officers Team [7]	
Team Leader	87,989
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase Finance Leaders Team Members)	33,535
Reference Team Member	14,508
Table 18. Chief Financial Officers Individual Access	
Advisor (Single User)	96,929
Advisor (Multi User)	87,989
Table 19. Chief Human Resources Officers Team [7]	
Team Leader	87,989
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase Human Resources Leaders Team Members)	33,535
Reference Team Member	17,052

RESEARCH AND ADVISORY SERVICES	Mar-01-2022 to Feb-28-2023
Advisor Team Member	36,096
Cross Function Team Member	21,322
Table 29. IT Leadership Team [1]	
Team Leader	33,284
Advisor Team Member	33,284
Cross Function Team Member	19,577
Role Team Member	12,312
Essentials Team Member	9,898
Table 30. <omitted, not applicable>	
Table 31. IT Leaders	
Individual Access Advisor (Single User)	44,064
Individual Access Advisor (Multi User)	33,284
Reference (Single User)	29,598
Reference (Multi User)	18,788
Table 32. <omitted, not applicable>	
Table 33. Technical Professionals [4] (per agency)	
Advisor Department	128,802
Reference Department	86,769
Technical Professionals Team [4, 5]	61,417
Additional Team Member	11,865
Table 34. Core Connect	
Advisor (Single User)	36,355
Advisor (Multi User)	26,528
Reference (Single User)	23,339
Reference (Multi User)	13,443
Table 35. and Table 36. <omitted, not applicable>	
Table 37. Customer Service & Support Leaders Team [7]	
Team Leader	33,535
Advisor Team Member	33,535
Reference Team Member	14,000
Table 37. Customer Service & Support Leaders Individual Access	
Advisor (Single User)	44,408
Advisor (Multi User)	33,535

RESEARCH AND ADVISORY SERVICES	Mar-01-2022 to Feb-28-2023
Table 38. Finance Leaders Team [7]	
Team Leader	33,535
Advisor Team Member	33,535
Reference Team Member	14,508
Table 38. Finance Leaders Individual Access	
Advisor (Single User)	44,408
Advisor (Multi User)	33,535
Table 39. Human Resources Leaders Team [7]	
Team Leader	33,535
Advisor Team Member	33,535
Reference Team Member	17,052
Table 39. Human Resources Leaders Individual Access	
Advisor (Single User)	44,408
Advisor (Multi User)	33,535
Table 40. Human Resources Professionals [7]	
Reference - Up to 20 HR Professionals	41,430
Reference - Up to 5 HR Professionals	25,754
Table 41. TalentNeuron™	
Single Country	32,561
Single Country Reference	24,870
Additional 5 Users	4,698
Additional Workbench	11,102
Table 42. Legal, Risk and Compliance Leaders Team [7]	
Team Leader	28,781
Advisor Team Member	28,781
Reference Team Member	11,436
Table 42. Legal, Risk and Compliance Leaders Individual Access	
Advisor (Single User)	38,072
Advisor (Multi User)	28,781
Table 43. and Table 44. <omitted, not applicable>	

RESEARCH AND ADVISORY SERVICES	Mar-01-2022 to Feb-28-2023
SECTION 2: OTHER RESEARCH SERVICES	
IT TEAM PLUS WITH INDUSTRY SOLUTIONS	
Global CIO Team Plus with Industry [2] (one industry) - Invitation Only	
Global CIO	230,105
Divisional CIO	180,209
Global IT Leader	180,209
Global IT Leadership Team Plus with Industry [2] (one industry) - Invitation Only	
Global Team Leader	166,042
Global Partner Member	151,250
Advisor Member	54,167
Executive Programs Leadership Team Plus with Industry for Global Enterprises [2] (one industry)	
Leader	180,313
Global Enterprises IT Executive (may purchase Industry Advisory Services Leadership Team Plus Members)	180,313
Global Enterprises Partner (may purchase Enterprise IT Leadership Team Plus with Industry Members)	155,938
Advisor Team Leader (may purchase Industry Advisory Services Leadership Team Plus Members)	50,209
Cross Function Team Member	33,542
Executive Programs Leadership Team Plus with Industry [2] (one industry)	
Leader	123,542
Renewing Subscriber [6] - For license purchase **before Mar-01-2022** with continuous renewal.	115,521
IT Executive Team Member or IT Executive Team Leader (IT Executive Team Leader must purchase Industry Advisory Services Leadership Team Plus Members)	123,542
Partner Team Member or Partner Team Leader (Partner Team Leader must purchase Enterprise IT Leadership Team Plus with Industry Members)	115,105
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase Industry Advisory Services Leadership Team Plus Members)	50,209
Cross Function Team Member	33,542
Gartner for CIOs Team Plus with Industry [10] (one industry)	
Team Leader	71,459
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase Industry Advisory Services Leadership Team Plus Members)	55,938
Cross Function Team Member	36,459
Enterprise IT Leadership Team Plus with Industry for Global Enterprises [2] (one industry)	
Global Team Leader	140,521
Global Advisor Team Leader (may purchase Enterprise IT Leadership Team Plus with Industry Team Members)	45,417

RESEARCH AND ADVISORY SERVICES	Mar-01-2022 to Feb-28-2023
Advisor Team Member	45,417
Cross Function Team Member	27,813
Enterprise IT Leadership Team Plus with Industry [2] (one industry)	
Team Leader	107,292
Advisor Team Member	45,417
Cross Function Team Member	27,813
Industry Advisory Services Leadership Team Plus [2] (one industry)	
Team Leader	45,417
Advisor Team Member	45,417
Cross Function Team Member	27,813
IT TEAM WITH INDUSTRY SOLUTIONS	
Executive Programs Leadership Team with Industry [2] (one industry)	
Leader	113,334
IT Executive Team Member or IT Executive Team Leader (IT Executive Team Leader must purchase Industry Advisory Services Leadership Team Members)	113,334
Partner Team Member or Partner Team Leader (Partner Team Leader must purchase Enterprise IT Leadership Team with Industry Members)	105,313
Advisor Team Member or Advisor Team Leader (Advisor Leader must purchase Industry Advisory Services Leadership Team Members)	46,146
Cross Function Team Member	30,730
Role Team Member	21,875
Enterprise IT Leadership Team with Industry [2] (one industry)	
Team Leader	98,230
Advisor Team Member	41,667
Cross Function Team Member	25,625
Role Team Member	14,688
Essentials Team Member	10,209
Industry Advisory Services Leadership Team [2] (one industry)	
Team Leader	41,667
Advisor Team Member	41,667
Cross Function Team Member	25,625
Role Team Member	14,688
Essentials Team Member	10,209
IT INDIVIDUAL ACCESS AND IT INDIVIDUAL ACCESS WITH INDUSTRY SOLUTIONS	
Table 6. Research Board for Global Executives - Invitation Only	
Global CIO	220,834

RESEARCH AND ADVISORY SERVICES	Mar-01-2022 to Feb-28-2023
Executive Programs with Industry (one industry)	
Member (Single User)	123,646
Member (Multi User)	110,938
Gartner for CIOs with Industry (one industry)	
Individual Access (Single User)	78,646
Individual Access (Multi User)	71,459
Industry Advisory Services (one industry)	
Individual Access Advisor (Single User)	53,959
Individual Access Advisor (Multi User)	41,667
Reference (Single User)	36,355
Reference (Multi User)	24,792
IT MULTI-USER SOLUTIONS	
Technical Professionals Small & Midsize Business (SMB) [4, 5] (per agency)	
Advisor SMB	68,334
Reference SMB	45,313
IT Associates 100 Research Notes - Limited Availability [3, 4]	30,417
GARTNER BUSINESS SERVICES	
Marketing Leaders Team [7]	
Team Leader	44,480
Advisor Team Member	44,480
Reference Team Member	17,500
Marketing Leaders Individual Access	
Advisor (Single User)	53,438
Advisor (Multi User)	44,480
OTHER SERVICES	**UNIT PRICE**
News and Insights	750
Strategic Advisory Services [4] - for clients with research services	
Internal Advisory Session	18,438
Remote Advisory Services	9,167
Conferences - North America [8] (price per ticket) - *2022 ticket pricing expires December 31, 2022*	
2022 IT Symposium/Xpo	5,183
2022 Summit (BI, Data Center, Security, or Apps)	3,516
2022 Summit (excludes BI, Data Center, Security, and Apps)	2,995

RESEARCH AND ADVISORY SERVICES	Mar-01-2022 to Feb-28-2023
2022 Finance Conference	3,047
2022 ReImagineHR Conference	3,360
2022 Marketing Symposium/Xpo	3,698
RENEWAL ONLY LEGACY SERVICES	
Executive Programs Member Basic with Industry (one industry) - Renewal Only [6]	
Member Basic (Single User)	88,125
Member Basic (Multi User)	80,000
PUBLIC AND NON-PROFIT HIGHER EDUCATION IT STUDENTS INSTITUTIONS ONLY	
Core IT Research Reference for Higher Education [9] (per student campus)	
Core Reference for a community college	33,230
Core Reference for a college or university with 1 to 4,999 Student FTE	33,230
Core Reference for a college or university with 5,000 to 9,999 Student FTE	66,460
Core Reference for a college or university with 10,000 to 24,999 Student FTE	99,690
Core Reference for a college or university with 25,000+ Student FTE	132,920
Technical Professionals for Higher Education [9] (per student campus)	
Technical Professional Advisor for IT Staff only of a college or university	68,334
Technical Professional Reference for IT Staff only of a college or university	45,313

Purchasing guidelines:

"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 named client. 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 licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Certain team solutions are invitation only services as indicated in the pricing table. A maximum of one Leader per team. Each Leader type license must have three (3) to ten (10) team member licenses. A minimum of three (3) Advisor and/or Cross Function team member licenses required per Enterprise IT Leadership Leader and per Partner license. Executive Programs Leadership team solutions with one Leader and less than three (3) team member licenses is permissible so long as one of the team member licenses is an IT Executive or a Partner Leader with at least three (3) Advisor and/or Cross Function team member licenses per Partner license. Global CIO team solutions with one Leader and less than three (3) team member licenses is permissible. All licenses in a Team must be coterminous and of the same team type. For example, a Team Plus configuration may only contain Team Plus licenses and cannot include other types of team licenses such as Team Plus with Industry, Team (non-Plus), Global CIO Team etc.

[2] **Team with Industry** licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Certain team solutions are invitation only services as indicated in the pricing table. A maximum of one Leader per team. Each Leader type license must have three (3) to ten (10) team member licenses. A minimum of three (3) Advisor and/or Cross Function team member licenses required per Enterprise IT Leadership Leader and per Partner license. Executive Programs Leadership team solutions with one Leader and less than three (3) team member licenses is permissible so long as one of the team member licenses is an IT Executive or a Partner Leader with at least three (3) Advisor and/or Cross Function team member licenses per Partner license. Global CIO team solutions with one Leader and less than three (3) team member licenses is permissible. All licenses in a Team must be coterminous and of the same team type. For example, a Team Plus with Industry configuration may only contain Team Plus with Industry licenses for the same Industry and cannot include other types of team licenses such as Team with Industry (non-Plus), Team Plus, Team (no industry, non-Plus), Global CIO Team etc. Team solutions with Industry Advisory Services is for one industry and all licenses in the team must purchase access to the same industry.

[3] Availability is limited. Please check with your Gartner Sales representative before ordering.

[4] Purchasing prerequisite and/or eligibility requirements apply. Check with Sales representatives before purchasing.

[5] Technical Professionals Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Each Technical Professionals Team consists of one (1) Team Leader and four (4) Team Member coterminous licenses. Up to six (6) additional Team Members may be added for a maximum total of ten (10) Team Members per Team Leader. Technical Professionals SMB is a per agency license available only to eligible small and medium size agencies with 4,000 or fewer employees. Please check with Sales representatives before purchasing.

[6] **Renewal Only** and **Renewing Subscriber** services and pricing are available to eligible license holders who purchased the service listed on or before the date specified above or below and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering.

Team Delegate Member and Delegate Leader licenses: purchased on or before February 1, 2020
Executive Programs Member Basic and Member Basic with Industry: purchased on or before April 1, 2019
IT Executives: purchased on or before September 1, 2015 *

* Industry Advisory Services Add-on IT Executives 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).

[7] 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.

[8] Ticket prices apply to orders received by December 31st of the year indicated for the start of each term. For example, ticket prices for Year 2022 or term "Mar 1, 2022 to Feb 28, 2023" applies to orders received on or before December 31, 2022. Future ticket prices have not been released; please check with account representatives for future pricing at the time of purchase.

[9] Higher Education products are only available to eligible public and not-for-profit Higher Education colleges or universities with undergraduate students pursuing two-year associate or four-year baccalaureate degrees in information technology. 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.

[10] Gartner for CIOs team solutions 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 **one (1) to ten (10) team member** licenses. All licenses in a Team with Industry solution must purchase access to the same industry. All licenses in a team must be coterminous and of the same team type. For example, a CIOs Team Plus with Industry configuration may only contain CIOs Team Plus with Industry licenses for the same industry and cannot include other types of team licenses such as Team Plus (no Industry), Team (no industry, non-Plus), Global CIO Team etc.

Department of
MANAGEMENT
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AMENDMENT NO.: 2 – Renewal
Alternate Contract Source No.: 81141902-VITA-18-ACS
Contract Name: Information Technology Research and Advisory Services

This Contract Amendment ("Amendment") to the Information Technology Research and Advisory Services Contract No. 81141902-VITA-18-ACS ("ACS") is made by and between the State of Florida, Department of Management Services ("Department") and Gartner, Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein have the meaning assigned to them in the ACS, unless otherwise defined herein.

WHEREAS, the ACS was executed by the Parties and became effective on May 1, 2018, through March 13, 2021, for the provision of Information Technology Research and Advisory Services, pursuant to State of Virginia Master Agreement No. VA-180315-GARG ("Master Agreement"); and

WHEREAS, the Master Agreement was renewed by written notice to the Contractor for a period of one year in accordance with Section 3.A. of the Master Agreement, with a new expiration date of March 13, 2022; and

WHEREAS, the Parties agreed that the ACS may be amended by written mutual agreement as provided in Section 3, Modifications or Additions to Master Agreement., of the ACS; and

WHEREAS, the Department has evaluated the ACS and determined that continuation of the ACS is cost-effective and in the best interest of the State; and

WHEREAS, the Parties agree to renew the ACS pursuant to Section 2, Renewal, of Exhibit B, Special Contract Conditions of the ACS.; and

ACCORDINGLY, and in consideration of the mutual promises contained in the ACS documents, the Parties agree as follows:

I. ACS Agreement. Exhibit A: Additional Special Contract Conditions is hereby deleted in its entirety and replaced with the attached Exhibit A: Additional Special Contract Conditions, incorporated into the ACS by reference herein.

II. ACS Renewal. The ACS is hereby renewed for a period of one year effective March 14, 2022, with a new expiration date of March 13, 2023, under the same terms and conditions, except as amended herein.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

Department of
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AMENDMENT NO.: 2 – Renewal
Alternate Contract Source No.: 81141902-VITA-18-ACS
Contract Name: Information Technology Research and Advisory Services

V. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: _____
Name: **J. Todd Inman**
Title: **Secretary**

Date: _____

Contractor:
Gartner, Inc.

DocuSigned by:
By: Eunice Appiah
44E038BDEC4A4AF...
Name: Eunice Appiah
Title: Contracts Manager

Date: 3/11/2022 | 12:56 PM EST

Department of
MANAGEMENT
SERVICES
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AMENDMENT NO.: 2 – Renewal
Alternate Contract Source No.: 81141902-VITA-18-ACS
Contract Name: Information Technology Research and Advisory Services

V. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:	**Contractor:**
Department of Management Services	**Gartner, Inc.**
By:	**By:** Eunice Appiah
Name: J. Todd Inman	**Name:** Eunice Appiah
Title: Secretary	**Title:** Contracts Manager
Date: 3/11/2022	**Date:** 3/11/2022 | 12:56 PM EST

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ADDITIONAL SPECIAL CONTRACT CONDITIONS

EXHIBIT A

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Preferred Pricing Affidavit: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.

D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

E. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

   a. Contract compliance
   b. Contract savings (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit anymonthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
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Alternate Contract Source (ACS)
No. 81141902-VITA-18-ACS
For
IT Research and Advisory Services
Gartner, Inc.
State of Virginia
Contract No.: VA-180315-GARG

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Gartner, Inc. at 56 Top Gallant Road Stamford, CT 06902 (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The Virginia Information Technologies Agency (VITA), on behalf of the Commonwealth of Virginia competitively procured Information Technology Research and Advisory Services, and signed contract number VA-180315-GARG with the Contractor, attached hereto as Exhibit D (Master Agreement). The initial contract term is March 13, 2018 through March 13, 2021, and there are four (4) one (1) year renewals available. The Department evaluated the Master Agreement, and hereby acknowledges that use of the Authorized Contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. **Term and Effective Date.**

   The initial term of this Contract will become effective on May 1, 2018 or on the date the document is signed by all Parties, whichever is later, and shall be effective through March 13, 2021, unless terminated earlier in accordance with the Special Contract Conditions, Exhibit B.

2. **Renewal.**

   Upon agreement of the Parties, this Contract may be renewed. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Contract.

3. **Modifications or Additions to Master Agreement.**

   As used in this document, Contract (whether or not capitalized) shall, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to

this Contract must be in writing and signed by all Parties. Amendments to the Master Agreement will be automatically incorporated into this Contract.

All Exhibits attached or listed below are incorporated in their entirety into, and shall form part of this Contract. Exhibits A and B modify or supplement the terms and conditions of the Master Agreement. The Parties agree that these modifications or additions shall apply to actions between the Contractor and the State of Florida (including participating Florida agencies and eligible users). In the event of a conflict, the following order of precedence shall apply:

a) This Contract and amendments, with the latest issued having priority.
b) Exhibit A: Additional Special Terms and Conditions
c) Exhibit B: Special Contract Conditions
d) Exhibit C: State of Florida Schedule of Prices
e) Exhibit D: Master Agreement
f) Purchase Orders

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Price.

The Price Sheet set forth at Exhibit C "State of Florida Schedule of Prices" hereto shall apply to this Alternate Contract Source.

The Department and Contractor agree that pricing for IT Research & Advisory Services shall be based upon and in accordance with Gartner's then current General Services Administration (GSA) Group 70 IT Schedule, plus seven-tenths of one percent (0.7%).

For Contractor services that do not appear on GSA Schedule 70, the Department's pricing will be based upon Gartner State and Local Government pricing, plus seven-tenths of one percent (0.7%).

5. Purchase Orders.

Upon execution of this Contract, Customers, as defined in Section 1.1 of the Special Contract Conditions (Exhibit B), may purchase products and services under this Contract using this State of Florida ACS number 81141902-VITA-18-ACS Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract and its Exhibits.

6. Primary Contacts

Department's Contract Manager:
Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360

Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller2@dms.myflorida.com

Contractor's Contract Manager:
Susan Breed
Gartner, Inc.
12600 Gateway Boulevard
Fort Myers, FL 33913
Telephone: (850) 585-4972
Email: susan.breed@gartner.com

7. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

8. Entire Agreement of the Parties

This document and the attached exhibits constitute the ACS and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

CONTRACTOR **GARTNER, INC.**	**STATE OF FLORIDA** **DEPARTMENT OF MANAGEMENT SERVICES**
Signature:	Rosalyn Ingram Director of State Purchasing and Chief Procurement Officer
Printed Name:	
Printed Title:	Date:
Date:	

Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller2@dms.myflorida.com

Contractor's Contract Manager:
Susan Breed
Gartner, Inc.
12600 Gateway Boulevard
Fort Myers, FL 33913
Telephone: (850) 585-4972
Email: susan.breed@gartner.com

7. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

8. Entire Agreement of the Parties

This document and the attached exhibits constitute the ACS and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

CONTRACTOR
GARTNER, INC.

Signature:
Phillip A. Cummings
Printed Name:
Contracts Counsel
Printed Title:
24 April 2018
Date:

STATE OF FLORIDA
DEPARTMENT OF
MANAGEMENT SERVICES

Rosalyn Ingram
Director of State Purchasing and Chief Procurement Officer
4/24/18
Date:

ADDITIONAL SPECIAL TERMS AND CONDITIONS

Table of Contents

SECTION 1. ELECTRONIC INVOICING. 2
SECTION 2. REPORTING. 2
SECTION 3. PURCHASING CARD PROGRAM. 4
SECTION 4. SUBCONTRACTS. 4
SECTION 5. BUSINESS REVIEW MEETINGS. 5
SECTION 6. PERFORMANCE BOND 5
SECTION 7. ENVIRONMENTAL CONSIDERATIONS. 5
SECTION 8. DELAYS AND COMPLAINTS. 6

1. Electronic Invoicing

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Electronic invoices shall be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. Suppliers can select the method that best meets their capabilities from the following list:

- **cXML (commerce eXtensible Markup Language)**
  This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.
- **EDI (Electronic Data Interchange)**
  This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog products and services.
- **PO Flip via ASN**
  The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the state and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for Electronic Invoicing.

2. Reporting

2.1 Transaction Fee Reports

The Contractor is required to pay the required Transaction Fees, as prescribed by Rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) business days after the end of the reporting period. For information on how to submit Transaction Fee Reports

online, please reference the detailed fee reporting instructions and training presentations available on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Vendor Help Desk by email at feeprocessing@myfloridamarketplace.com, or by telephone at 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM Eastern Time.

2.2 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to each Customer, the Department, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority Respondent utilized during the period, Commodities and services provided by the minority business enterprise, and the amount paid to each minority Respondent on behalf of each purchasing agency ordering under the terms of this Contract.

2.3 Quarterly Sales Reports

The Contractor agrees to submit a completed Contract Quarterly Sales Report, Contract Exhibit E, to the DMS Contract Manager as set forth below. An MS Excel version of the Contract Quarterly Sales Report will be provided by the Contract Manager prior to the first reporting period and upon any revisions to the form.

The Contractor will submit the completed Sales Report forms by email in an MS Excel Format to the Department Contract Manager no later than the due date indicated in Exhibit B, Section 2.5, Additional Special Terms and Conditions. Submission of these reports is considered a material requirement of this Contract and the Contractor.

The Contract Quarterly Sales Report will include all sales (orders) from Customers received (associated with this Contract) during the reporting period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the reporting period, the Contractor must submit a Contract Quarterly Sales Report indicating that there was no activity.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter is considered as Non-Performance by the Contractor.

Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

2.4 Ad hoc Report

The Department may require additional ad hoc reports such as Contract sales information or special report requests. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

2.5 Reporting Schedule

The contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date(s)
MFMP Transaction Report	Calendar month	10 business days after close of the period
Diversity Report	State Fiscal Year	10 business days after close of the period
Quarterly Sales Reports	Quarterly coincide with the State Fiscal Year	Quarter 1 - (July-September) – Due by October 30 Quarter 2 - (October-December) – Due by January 30 Quarter 3 - (January-March) – Due by April 30 Quarter 4 - (April-June) – Due by July 30
Ad hoc Report	As requested	Specific and reasonable timeframe

3. Purchasing Card Program

The State of Florida has implemented a purchasing card program, using the Visa platform. Contractor may receive payment from state agencies by the State's Purchasing Card in the same manner as any other Visa purchases. If the State changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State new Purchasing Card platform within 30 days of notification of such change.

4. Subcontracts

The Contractor is fully responsible for satisfactory completion of all work on this contract. The Contractor shall ensure, and provide assurances to the Department upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor must provide the Customer with the names of any subcontractor considered for work on a

purchase order issued under this Contract. The Customer shall retain the right to reject any of Contractor's or subcontractor's staff whose qualifications or performance, in the Customer's judgment, are insufficient. The Contractor agrees to be responsible for all work performed and all expenses incurred by the subcontractor while performing work under this contract. Any subcontract arrangements must be evidenced by a written document available to the Department upon request.

The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. The Contractor agrees that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Customer and the Department against such claims. The following provisions apply, in addition to any terms and conditions included in the Customer's purchase order.

The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

5. Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Review of Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and / or improve business efficiencies.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over the term of the Contract.

6. Performance Bond

If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of work. Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion, of the Customer.

7. Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall have a plan to support the procurement of products and materials with recycled

content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reduction and / or handling of any hazardous waste generated by the Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be provided as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

In its plan, the Contractor shall describe what efforts the Contractor's company will take to encourage the participation and support of these and other environmental programs and reduce the impact of purchasing Medical and Dental Supplies in the State of Florida. If applicable, the Contractor shall include its plans for utilizing reusable totes for delivery, reduced packaging programs, use of alternative fuel or higher fuel efficient delivery vehicles, program to reduce vehicle miles through order consolidations / incentives, user education programs for more environmental friendly products and product take-back programs.

8. Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis by the Customer. Documented inability to perform under the conditions of the Contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

SPECIAL CONTRACT CONDITIONS

Table of Contents

SECTION 1. DEFINITION. 2
SECTION 2. CONTRACT TERM AND TERMINATION. 2
SECTION 3. PAYMENT AND FEES. 3
SECTION 4. CONTRACT MANAGEMENT. 4
SECTION 5. COMPLIANCE WITH LAWS. 6
SECTION 6. MISCELLANEOUS. 8
SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION 9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY. 10
SECTION 9. DATA SECURITY AND SERVICES. 12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS. 14
SECTION 11. CONTRACT MONITORING. 14
SECTION 12. CONTRACT AUDITS. 16
SECTION 13. BACKGROUND SCREENING AND SECURITY. 17
SECTION 14. INFORMATION TECHNOLOGY. 18

In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference, but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the

Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess

of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Frank Miller
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Telephone #: (850) 488-8855
Email: Frank.Miller2@dms.myflorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

Susan Breed
Gartner, Inc.
12600 Gateway Boulevard
Fort Myers, FL 33913
Telephone: (850)-585-4972
Email: susan.breed@gartner.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.
Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.
If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725, F.S., and 215.473, F.S., respectively. Pursuant to section 287.135(3), F.S., and 287.135(5), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.
Section 215.422, F.S., provides that agencies have five (5) working days, unless the contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.4 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of

such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.
To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is

subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

7.3 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.

Pursuant to section 119.0701(2) (a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Confidential Information.
If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or

otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.
Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.
The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.
Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.

(b) The type of information that was subject to the unauthorized access and acquisition.

(c) The type and number of entities who were, or potentially have been affected by the breach.

(d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.
Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and the Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business

hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).
The Contractor agrees to defend, indemnify, and hold harmless the Department, the Customer, and the State of Florida, its officers, directors, and employees for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

9.5 Annual Certification.
The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

10.3 Communications.
Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to

be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

11.3 Liquidated Damages.
The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10)

calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.
In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes

(b) Information technology crimes;

(c) Fraudulent practices;

(d) False pretenses;

(e) Frauds;

(f) Credit card crimes;

(g) Forgery;

(h) Counterfeiting;

(i) Violations involving checks or drafts;

(j) Misuse of medical or personnel records; and

(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. INFORMATION TECHNOLOGY.

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

14.1 Limitation of Liability.
For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State.

14.2 Information Technology Standards.
Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.

APPROVED
By WVerdejo at 2:40 pm, Oct 31, 2022

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
Stamford CT Office
1600 Summer Street
Stamford CT 06907-4907 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:	The Continental Insurance Company	35289
INSURER C:	National Fire Ins. Co. of Hartford	20478
INSURER D:	Valley Forge Insurance Co	20508
INSURER E:	American Casualty Co. of Reading PA	20427
INSURER F:	AIG Specialty Insurance Company	26883

INSURED
Gartner, Inc.
56 Top Gallant Road
PO Box 10212
Stamford CT 06904-2212 USA

COVERAGES **CERTIFICATE NUMBER:** 570096285067 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			6081135048	06/30/2022	06/30/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			6081318420	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			6011488543	06/30/2022	06/30/2023	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			585006231 AOS	06/30/2022	06/30/2023	X PER STATUTE OTH-ER	
E				585006276 CA	06/30/2022	06/30/2023	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
F	E&O-MPL-Primary			013518083 Cyber/Privacy/Claims SIR applies per policy terms & conditions	06/30/2022	06/30/2023	Professional Liab. Cyber Retention	$10,000,000 $10,000,000 $2,500,000

Certificate No : 570096285067

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Jacksonville its members, officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Cyber policies. General Liability, Automobile Liability and Cyber evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.
A Waiver of Subrogation is granted in favor of The City of Jacksonville its members, officials, employees and agentsr in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability, Cyber and Workers Compensation policies.

CERTIFICATE HOLDER

The City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville FL 32202 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000073310

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Gartner, Inc.
POLICY NUMBER: See Certificate Numbe 570096285067	
CARRIER: See Certificate Numbe 570096285067 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Lloyd's Syndicate No. 2623	AA11286.
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
D		N/A		585006326 Retrospective	06/30/2022	06/30/2023		
	OTHER							
G	E&O-MPL-XS			FSCE02200478	06/30/2022	06/30/2023	Aggregate	$5,000,000
A	EPL - Primary			82611717 Claims Made SIR applies per policy terms & conditions	10/15/2021	10/15/2022	Limit per Occurrence	$10,000,000
							Retention	$1,000,000

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AGENCY CUSTOMER ID: 570000073310

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Gartner, Inc.
POLICY NUMBER: See Certificate Numbe 570096285067	
CARRIER: See Certificate Numbe 570096285067 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

30 Day notice of cancellation to the City of Jacksonville applies to all policies.

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