SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT 81141902-VITA-18-ACS FOR IT RESEARCH AND ADVISORY SERVICES

BID #: PSC-0492-19 **OPEN DATE: 05/13/2019**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: JUNE 1, 2019 THROUGH MAY 31, 2020

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FLORIDA CONTRACT 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 increase the award in the amount of $24,589.17 to Gartner, Inc, under piggyback STATE OF FLORIDA Contract #81141902-VITA-18-ACS for Technical Professionals Small and Midsize Business Services to allow for Enterprise Access. Period of service will be from January 1, 2020 through May 31, 2020. The revised total contract expenditure amount not-to-exceed $79,086.17.

Funding to be encumbered by account AFIT531CSCS-03410, to be executed by formal contract amendment (City Contract #9465-06) through the Office of General Counsel and process via purchase order.

ATTACHMENTS: Recommendation Memo, Vendor Quote, Previous Award

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies/CIO

(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 _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

12/02/19 11:13:28
Procurement Division

November 25, 2019

TO: **Greg Pease, Chief of Procurement Division**

JP 11/25/19

VIA: **Kenneth E. Lathrop, Chief of Information Technologies / CIO** Kenneth E. Lathrop

FROM: **Thomas Ossi, Technology Contract and Records Manager, ITD** Thomas Ossi

SUBJECT: **Gartner Inc. for Technical Professionals Small and Midsize Business Services – Piggyback Award Request Utilizing ACS # 81141902-18 ACS**

Information Technologies Division (ITD) is requesting approval for a piggyback supply contract award with Gartner, Inc for Technical Professionals SMB Services. This service allows clients to access Gartner resources for Enterprise Access. The services will be available to all ITD, giving them access to Gartner "how to execute" specialized IT industry research.

ITD will piggyback off the State of Florida Alternate Contract Source Bid # ACS 81141902-18-ACS. The services will be procured by purchase order. The period of coverage for vendor services shall become effective on January 1, 2020 through May 31, 2020.

The SOF awarded rates are published in Exhibit C. Schedule of Prices Section 2 for Technical Professionals SMB total annual cost $59,014.00. ITD Management is requesting a five-month period of coverage in the amount of $24,589.17. We will require an amendment to the Agreement for IT Research and Advisory Services City Contract # 9465-06 amount awarded $54,497.00 increasing the contract amount $24,589.17 to a not to exceed amount of $79,086.17.

Funding Source AFIT531CSCS - 03410

Your favorable consideration of this request is appreciated.

Attachment: Vendor Quote
SOF ACS# 81141902-18-ACS Exhibit C - Price Schedule
City Contract # 9465-06

ADMINISTRATIVE AWARD
BID No.: PSC-0492-19

DESCRIPTION OF GOODS/SERVICES: Recommend approval to Piggyback State of Florida Contract 81141902-VITA-18-ACS with Gartner, Inc. for IT Research and Advisory Services to allow ITD Management to access Gartner resources in a workgroup environment. The workgroup consist of one (1) advisor and three (3) workgroup members from ITD to research vendor and product ratings, written research reports, and covers a broad range of technology topics providing a knowledge base for specific needs. One (1) Advisor Member at $28,784.00 and three (3) Essentials Member at $8,571.00 per person. The period of service will be from June 1, 2019 through May 31, 2020. The total not-to-exceed cost is $54,497.00.

FUNDING SOURCE: AFIT531CSCS-03410

FOR AGENCY/DEPARTMENT: Information Technologies Division

REQUISITION NUMBER: N/A

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
In accordance of Sec.126.211 (a), Utilization of competitively procured governmental agreements.

RECOMMEND AWARD TO: Gartner, Inc

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies/CIO

PRICE: $54,497.00 **TERMS:** Net 30

REASON FOR NOT ACCEPTING LOW BID: N/A

Purchasing Analyst/Buyer — **~~Manager of Purchasing Services~~** Procurement Analyst

5/09/2019 — 5/9/19

Date — **Date**

APPROVAL:

Gregory Pease, Chief, Procurement Division — 5/13/19 **Date**

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

05/03/19 14:26:43
Procurement

DATE: May 2, 2019

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

FROM: Tom Ossi, Technology Contract and Records Manager Tom Ossi

RE: **Piggyback State of Florida Contract with Gartner, Inc. for IT Research and Advisory Services – Administrative Award Request**

The City of Jacksonville, Information Technologies Division is requesting the approval for an administrative award with Gartner, Inc. for IT Research and Advisory Services. This research includes vendor and product ratings, written research reports, and covers a broad range of technology topics providing a knowledge base for specific needs.These services allow ITD Management to access Gartner resources in a workgroup environment. The workgroup will consist of one advisor and three workgroup members from ITD. The period of coverage for the vendor services shall begin on June 1, 2019, and remain in effect through May 31, 2020.

ITD will utilize State of Florida Alternate Contract Source No. 81141902-VITA-18-ACS. The State of Florida contract rates are included in Exhibit C, State of Florida Schedule of Prices. ITD is requesting the Research and Advisory services listed in Exhibit C, Page 2, Table 12, Gartner for IT Leadership Team^2 which will consist of one (1) Advisor Member at $28,784.00 and three (3) Essentials Member at $8,571.00 per person. The total not-to-exceed cost is $54,497.00.

Funding source will be Index Code: AFIT531CSCS Sub Object: 03410 $ 54,497.00

Your favorable consideration of our request is greatly appreciated.

Attachments: Gartner, Inc. Quote dated April 26, 2018
State of Florida Contract #81141902-VITA-18-ACS

CC: AC Alexander Ciprian, IT Contract Administrator

Amy Wilkinson
12651 Gateway Boulevard
Fort Myers, Florida 33913

Telephone: 239-319-8038
Email: Amy.Wilkinson@Gartner.com
gartner.com

Gartner Service Quote

November 25, 2019

Kenneth Lathrop, CIO
City of Jacksonville
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202-3429

Dear Mr. Lathrop,

I am pleased to provide you with a quote for Gartner, Inc. services. Our goal is to help you make great decisions throughout the information technology lifecycle and provide expert guidance as you build toward the successful organization of tomorrow.

Gartner provides independent, objective, relevant and timely information about vendors, products, technologies, industries and markets. We will strive to meet and exceed your expectations, and to directly impact the attainment of your business goals.

This proposal, in conjunction with the **State of Florida Term Contract ACS# 81141902-18-ACS** will serve as our understanding and commitment to serve the City of Jacksonville from *January 1st, 2020 through May 31st, 2020.*

Once a purchase order has been issued, please email the PO to my attention: amy.wilkinson@gartner.com

We look forward to working with you to achieve the City of Jacksonville's objectives during this membership period. If you have any questions, please contact me at 239-319-8038.

Sincerely,
Amy Wilkinson
Amy Wilkinson
Account Executive Gartner | Florida – Local Government
Tel: 239-319-8038 | E-mail: amy.wilkinson@gartner.com

<u>Investment Summary:</u> State of Florida Term Contract ACS# 81141902-18-ACS

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 Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	IT Team	01-JAN-2020	31-MAY-2020		
				Term Total	(Excluding applicable taxes)		$24,589.17
				Total Services:	(Excluding applicable taxes)		$24,589.17

1-1XS1MAQN 2003 FA000118

* All amounts shown will be invoiced on an annual basis, and are exclusive of applicable sales and/or use tax, where applicable.
**Gartner's standard payment terms are net receipt of invoice.

Please Send the PO to Amy Wilkinson: amy.wilkinson@gartner.com in PDF Format.

Please note, the PO must have the following on it:

1. The Service Name
2. Level of Access
3. Contract Term Start and End Date
4. Reference the FL State Contract: **ACS# 81141902-18-ACS**

Thank you!

Best,

Amy Wilkinson

Amy Wilkinson
Account Executive, Gartner
Florida – Local Government
Tel: 239-319-8038
E-mail:amy.wilkinson@gartner.com

STATE OF FLORIDA
ACS# 81141902-18-ACS
EXHIBIT C - SCHEDULE OF PRICES

Rates are effective for April 1, 2019 to March 31, 2020 except where indicated.

RESEARCH AND ADVISORY SERVICES

SECTION 1: PRIMARY RESEARCH SERVICES	ANNUAL FEE
Table 1. Gartner for Executive Programs Leadership Team Plus [1]	
Leader	88,360
Partner Member	70,897
Partner Leader (must purchase Enterprise IT Leadership Team Plus Members)	70,897
Delegate Member	46,716
Delegate Leader (must purchase IT Leadership Team Plus Members)	46,716
Advisor Member	34,412
Advisor Leader (must purchase IT Leadership Team Plus Members)	34,412
Cross Function Member	24,019
Table 2. Gartner for Executive Programs Leadership Team [2]	
Leader	81,199
Partner Member	65,036
Partner Leader (must purchase Enterprise IT Leadership Team Members)	65,036
Delegate Member	42,962
Delegate Leader (must purchase IT Leadership Team Members)	42,962
Advisor Member	31,573
Advisor Leader (must purchase IT Leadership Team Members)	31,573
Cross Function Member	22,014
Role Member	15,338
Table 2. Gartner for Executive Programs Leadership Team Essentials [2] - Limited Availability [3]	
Leader	81,199
Essentials Member - Limited Availability [3]	8,571
Table 3. Gartner for Executive Programs Individual Solution	
Member single-user	89,661
Member multi-user	79,558
Member Basic single-user - RENEWAL ONLY [7]	61,096
Member Basic multi-user - RENEWAL ONLY [7]	54,659
Two Onsite Meetings Add-on - Limited Availability [3]	15,944
Table 4. Gartner for IT Executives: CIO Signature - RENEWAL ONLY [7]	
IT Executives CIO Signature single member	101,238
IT Executives CIO Signature multi-member	101,238
Table 5. Gartner for IT Executives: CIO - RENEWAL ONLY [7]	
IT Executives CIO single member	91,547
IT Executives CIO multi-member	81,199
Table 6. Gartner for IT Executives: CIO Essentials - RENEWAL ONLY [7]	
IT Executive CIO Essentials single-member	61,096
IT Executive CIO Essentials multi-member	54,659

STATE OF FLORIDA
ACS# 81141902-18-ACS
EXHIBIT C - SCHEDULE OF PRICES

Rates are effective for April 1, 2019 to March 31, 2020 except where indicated.

RESEARCH AND ADVISORY SERVICES

Table 7. Gartner Add-ons	
CIO Signature Delegate Add-on - Limited Availability [3]	42,981
Two Onsite Meetings Add-on - Limited Availability [3]	15,944
Table 8. Gartner for Enterprise IT Leadership Team Plus [1]	
Leader	63,330
Advisor Member	31,216
Cross Function Member	18,440
Table 9. Gartner for Enterprise IT Leadership Team [2]	
Leader	58,301
Advisor Member	28,784
Cross Function Member	16,930
Role Member	10,647
Essentials Member	8,571
Table 10. Gartner for Enterprise IT Leaders	
Single-member	70,089
Multi-member	58,301
Two Onsite Meetings Add-on - Limited Availability [3]	15,944
Table 11. Gartner for IT Leadership Team Plus [1]	
Leader	31,216
Advisor Member	31,216
Cross Function Member	18,440
Table 12. Gartner for IT Leadership Team [2]	
Leader	28,784
Advisor Member	28,784
Cross Function Member	16,930
Role Member	10,647
Essentials Member	8,571
Table 13. Gartner for IT Leaders	
Advisor single-member	38,107
Advisor multi-member	28,784
Reference single-member	25,597
Reference multi-member	16,248
Table 14. Gartner for Technical Professionals [4]	
Department Advisor	111,389
Department Reference	75,039

STATE OF FLORIDA
ACS# 81141902-18-ACS
EXHIBIT C - SCHEDULE OF PRICES

Rates are effective for April 1, 2019 to March 31, 2020 except where indicated.

RESEARCH AND ADVISORY SERVICES

Table 16. Core Connect Research	
Advisor single-member	34,933
Advisor multi-member	25,491
Reference single-member	22,426
Reference multi-member	12,918
Table 19. Gartner for Finance Leaders	
Gartner for Finance Leaders Team [9]	
Leader	29,002
Advisor Member	29,002
Reference Member	12,546
Gartner for Finance Leaders Individual Access Advisor single-user	38,404
Table 20. Gartner for Human Resources Leaders	
Gartner for Human Resources Leaders Team [9]	
Leader	29,002
Advisor Member	29,002
Reference Member	14,747
Gartner for Human Resources Leaders Individual Access Advisor single-user	38,404
Table 21. Gartner for Legal and Compliance Leaders	
Gartner for Legal and Compliance Leaders Team [9]	
Leader	24,890
Advisor Member	24,890
Reference Member	9,890
Gartner for Legal and Compliance Leaders Individual Access Advisor single-user	32,926

SECTION 2: OTHER RESEARCH SERVICES	**ANNUAL FEE**
Global CIO Team Plus [10] **- Invitation Only**	
Global CIO	179,255
Divisional CIO	133,938
Global IT Leader	133,938
Global CIO Team Plus with Industry [10] **(one industry) - Invitation Only**	
Global CIO	186,808
Divisional CIO	146,224
Global IT Leader	146,224
Global IT Leadership Team Plus [10] **- Invitation Only**	
Global Team Leader	122,458
Global Partner Member	79,054
Global Advisor Member	42,498

STATE OF FLORIDA
ACS# 81141902-18-ACS
EXHIBIT C - SCHEDULE OF PRICES

Rates are effective for April 1, 2019 to March 31, 2020 except where indicated.

RESEARCH AND ADVISORY SERVICES

Global IT Leadership Team Plus with Industry [10] (one industry) - Invitation Only	
Global Team Leader	134,744
Global Partner Member	86,909
Global Advisor Member	46,828
Research Board for Global CIOs [10] - Invitation Only	
Global CIO	179,255
Executive Programs Leadership Team Plus with Industry [1] (one industry)	
Leader	100,202
Partner Member	86,305
Partner Leader (must purchase Enterprise IT Leadership Team Plus with Industry Members)	86,305
Delegate Member	54,885
Delegate Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	54,885
Advisor Member	43,404
Advisor Leader (must purchase Industry Advisory Services Leadership Team Plus Members)	43,404
Cross Function Member	29,004
Executive Programs Leadership Team with Industry [2] (one industry)	
Leader	91,944
Partner Member	79,054
Partner Leader (must purchase Enterprise IT Leadership Team with Industry Members)	79,054
Delegate Member	50,353
Delegate Leader (must purchase Industry Advisory Services Leadership Team Members)	50,353
Advisor Member	39,880
Advisor Leader (must purchase Industry Advisory Services Leadership Team Members)	39,880
Cross Function Member	26,587
Role Member	18,832
Executive Programs with Industry (one industry)	
Member (Single User)	100,303
Member (Multi User)	90,131
Member Basic single-user - RENEWAL ONLY [7]	70,796
Member Basic multi-user - RENEWAL ONLY [7]	64,250
Two Additional Meetings Add-on - Limited Availability [3]	16,617
Enterprise IT Leaders Initiative Team [1]	
Leader	84,190
Advisor Member	44,009
Enterprise IT Leaders Initiative Team with Industry [1] (one industry)	
Leader	94,160
Advisor Member	52,468

STATE OF FLORIDA
ACS# 81141902-18-ACS
EXHIBIT C - SCHEDULE OF PRICES

Rates are effective for April 1, 2019 to March 31, 2020 except where indicated.

RESEARCH AND ADVISORY SERVICES

Enterprise IT Leadership Team Plus with Industry [1] (one industry)	
Leader	73,616
Advisor Member	39,275
Cross Function Member	24,069
Enterprise IT Leadership Team with Industry [2] (one industry)	
Leader	67,473
Advisor Member	36,053
Cross Function Member	22,055
Role Member	12,689
Essentials Member	8,863
Industry Advisory Services Leadership Team Plus [1]	
Leader	39,275
Advisor Member	39,275
Cross Function Member	24,069
Industry Advisory Services Leadership Team [2] (one industry)	
Leader	36,053
Advisor Member	36,053
Cross Function Member	22,055
Role Member	12,689
Essentials Member	8,863
Industry Advisory Services (one industry)	
Advisor (Single User)	46,627
Advisor (Multi User)	36,053
Reference (Single User)	31,420
Reference (Multi User)	21,451
Industry Add-on to IT Executives or Enterprise IT Leaders	10,575
Technical Professionals Advisor Team [4] - Limited Availability [3]	55,489
Technical Professionals SMB [4, 5] - Limited Availability [3]	
Advisor SMB	59,014
Reference SMB	39,175
IT Associates [4]	
100 documents - Limited Availability [3]	24,472

STATE OF FLORIDA
ACS# 81141902-18-ACS
EXHIBIT C - SCHEDULE OF PRICES

Rates are effective for April 1, 2019 to March 31, 2020 except where indicated.

RESEARCH AND ADVISORY SERVICES

IT News and Insights - per seat	645
Strategic Advisory Services	**UNIT PRICE**
Client - Remote Advisory Engagement	7,755
Client - Internal Advisory Engagement	15,811
Conferences [6] *(price per ticket) - 2019 ticket pricing expires December 31, 2019*	**UNIT PRICE**
2019 IT Symposium/Xpo	4,633
2019 Summit (BI, Data Center, Security, Apps)	3,173
2019 Summit (excludes BI, Data Center, Security, and Apps)	2,669
2020 IT Symposium/Xpo	TBD
2020 Summit (BI, Data Center, Security, or Apps)	TBD
2020 Summit (excludes BI, Data Center, Security, and Apps)	TBD
SECTION 3. RESEARCH SERVICES FOR NON-PROFIT HIGHER EDUCATION UNIVERSITY OR COLLEGE ONLY [8]	**ANNUAL FEE**
Core IT Research Reference for Higher Education	
Campus Reference for a college or university with 1 to 4,999 Student FTE	25,882
Campus Reference for a college or university with 5,000 to 9,999 Student FTE	51,763
Campus Reference for a college or university with 10,000 to 24,999 Student FTE	77,644
Campus Reference for a college or university with 25,000+ Student FTE	103,525
Campus Reference for a community college	25,882
Technical Professionals for Higher Education [4]	
Advisor for designated campus IT Staff only	59,014
Reference for designated campus IT Staff only	39,175
SECTION 4. GARTNER BUSINESS SERVICES	**ANNUAL FEE**
Customer Service & Support Leaders Team [9]	
Leader	30,413
Advisor Member	30,413
Reference Member	13,596
Customer Service & Support Leaders Individual Access	40,786
Chief Human Resources Officers Team [9]	
Leader	75,328
Advisor Member	30,413
Reference Member	16,818
Chief Human Resources Officers Individual Access	82,981

STATE OF FLORIDA
ACS# 81141902-18-ACS
EXHIBIT C - SCHEDULE OF PRICES

Rates are effective for April 1, 2019 to March 31, 2020 except where indicated.

RESEARCH AND ADVISORY SERVICES

Human Resources Professionals [9]	
Up to 20 HR Professionals	37,261
Up to 5 HR Professionals	23,163
Marketing Leaders Team [9] - Limited Availability [3]	
Leader	38,470
Advisor Member	38,470
Reference Member	15,106
Marketing Leaders - Limited Availability [3]	
Advisor (Single User)	46,224
Advisor (Multi User)	38,470

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

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

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

[3] Limited availability and/or eligibility requirements apply. Please check with your Gartner Sales representative before ordering.

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

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

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

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

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).

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

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

[10] Global CIO and Global IT Leadership Team Plus are an invitation only services, require the purchase of a team configuration, and are not available for purchase as standalone licenses. Team Plus with Industry Advisory Services pricing is for one industry and all licenses in a Team Plus with Industry Advisory Services must purchase access to the same industry.

Gartner reserves the right to refresh its pricing and product offerings on an annual basis consistent with the prices listed in the Gartner GSA Group 70 IT schedule price list. The refreshed Pricing and Product offering will be provided in January of each new calendar year and applicable to any renewal of existing services or initiation of new services.

9465-06

AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
GARTNER, INC.
FOR
IT RESEARCH AND ADVISORY SERVICES

THIS AGREEMENT is made and entered into as of the 1st day of June, 2019 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and the laws of the State of Florida, ("City") and Gartner, Inc., a Delaware corporation authorized to do business in Florida ("Contractor"), for IT Research and Advisory Services (the "Services").

RECITALS:

WHEREAS, the State of Florida, through its Department of Management Services ("State"), is a party with Contractor to State Contract Number 81141902-VITA-18-ACS (the "State Contract") for the provision of IT research and advisory services;

WHEREAS, the State Contract was entered into by the State as an Alternate Contract Source under Section 287.042(16), Florida Statutes, using Contract Number VA-180315-GARG which was competitively procured, awarded and contracted by the State of Virginia through its Virginia Information Technologies Agency;

WHEREAS, Section 126.211 of City's Ordinance Code authorizes and allows City to use contracts of other governmental entities which have been competitively procured, awarded and contracted;

WHEREAS, the State Contract is broad enough to include the Services and Contractor has agreed to allow City to use the State Contract;

WHEREAS, the City's Procurement Division approved the use of the State Contract by Administrative Award dated May 13, 2019; and

WHEREAS, it is in the best interests of the parties to use the State Contract for the Services and to add those contractual provisions City is required to use by ordinance or policy.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1: Engagement of Contractor

City hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing the Services to City. Contractor shall provide the Services in accordance with the

Gartner
C. Dep.

provisions of the State Contract and in accordance with the provisions contained in this Agreement. Any conflict between the provisions of this Agreement and the provisions in the State Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

ARTICLE 2: Coordination and Services Provided by City

City shall designate a Contract Manager who will, on behalf of City, coordinate with Contractor and administer this Agreement. It shall be the responsibility of the designated Contract Manager to coordinate all activities related to the Services with Contractor. City=s Contract Manager shall be: Thomas Ossi, Information Technology Department.

ARTICLE 3: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence as of the Effective Date and shall continue and remain in full force and effect until May 31, 2020, unless sooner terminated by City for convenience, without cause, by giving thirty (30) days' advance written notice to the other party; and/or as provided in the State Contract (the "Term"). During the Term, the Services shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County at the contract price provided in this Agreement.

ARTICLE 4: Payments for Services of Contractor

4.1 City will compensate Contractor for the Services in accordance with the pricing in the Gartner Service Quote attached to this Agreement as **Exhibit A**.

4.2 Notwithstanding any provision in this Agreement or the State Contract to the contrary, the maximum indebtedness of City for all fees, reimbursable items or other costs for Services provided by Contractor during the entire term of this Agreement shall not exceed the sum of **FIFTY-FOUR THOUSAND FOUR HUNDRED NINETY-SEVEN AND 00/100 DOLLARS ($54,497.00).**

ARTICLE 5: Notice:

Notice to City under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Thomas Ossi
Information Technology Department
214 North Hogan Street, 9th Floor
Jacksonville FL 32202

ARTICLE 6: Laws, Ordinances, Rules and Regulations

As required by Section 126.108(b) of City's Ordinance Code, in providing the Services, Contractor must comply with any and all applicable federal, state and local laws, rules,

Gartner
C. Dep.

regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

ARTICLE 7: Conflict of Interest:

Contractor acknowledges that Section 126.110 of City's Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

ARTICLE 8: Prompt Payment to Subcontractors and Suppliers

The following is required by Chapter 126, Part 6, of City's Ordinance Code; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Article 8 shall not apply:

(a) *Generally.* When Contractor receives payment from City for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from City. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of City's Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by City under this Agreement within seven (7) business days after Contractor's receipt of payment from City (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to City, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's or MBE's from

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all prior payments Contractor has received from City. Contractor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's or MBE's, which payment has been made by City to Contractor, Contractor shall return said payment to City. Contractor shall provide notice to City and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said JSEB's or MBE's within five (5) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by City.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between City and any subcontractor, supplier, JSEB or MBE or any third party or create any City liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to City. As a result of said breach, City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of City's Ordinance Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

ARTICLE 9: Non Discrimination

Contractor represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. The Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. Contractor agrees that, if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 10 shall be incorporated into and become a part of the subcontract.

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ARTICLE 10: Records and Audit

Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (3) years after final payment and completion or termination of this Agreement. City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Contractor's place of business and Contractor shall be subject to the provisions of Section 126.108 of City's Ordinance Code, regarding City's access to and examination of records related to this Agreement.

ARTICLE 11: Indemnification

Contractor shall comply with the Indemnification provisions attached to this Agreement as **Exhibit B**.

ARTICLE 12: Insurance

Contractor shall comply with the Insurance Requirements attached to this Agreement as **Exhibit C**.

ARTICLE 13: Limitations of Liability

Provisions in the State Contract which contain a limitation of liability are in no way to be construed as a waiver or limitation by City of its sovereign immunity accorded by the Florida Constitution as codified in § 768.28, Florida Statutes.

ARTICLE 14: Governing Law/Venue

This Agreement is governed by the laws of the State of Florida and the ordinances of City of Jacksonville. Venue for any action arising under this Agreement shall lie exclusively in the appropriate court in Duval County, Florida.

ARTICLE 15: Counterparts:

This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[remainder of page left intentionally blank; signature page follows immediately]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

WITNESS:

Alexandra Valenzuela
Signature

Alexandra Valenzuela
Type/Print Name

Contracts Specialist
Title

GARTNER, INC.

By: Kim Blinka
Signature

Kim Blinka
Type/Print Name

Contracts Specialist
Title

ATTEST:

By James R. McCain
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

In compliance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

By:
Director of Finance
Contract No.: 9465-06

Form Approved:

Office of General Counsel

GC-#1295614-v1-Gartner_-_IT_Research_and_Advisory_2019-2020.docx

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EXHIBIT A
Gartner Service Quote

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
IT Leadership Team	Essentials Member	3	Gary Steffens, Joy Bradley-Walker, Paul Freeman	01-JUN-2019	31-MAY-2020	$25,713.00	$25,713.00
IT Leadership Team	Leader	1	Ken Lathrop	01-JUN-2019	31-MAY-2020	$28,784.00	$28,784.00
				Term Total	(Excluding applicable taxes)		$54,497.00
				Total Services:	(Excluding applicable taxes)		$54,497.00

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EXHIBIT B
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of this Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

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Professional Liability $1,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

Cyber Liability & Data Storage $1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010, Automobile Liability CA2048.
B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
C. Contractor's Insurance Primary. The insurance, except for Professional Liability and Cyber Liability, provided by the Vendor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents. Professional Liability and Cyber Liability coverage is primary, but only for the acts, errors and/or omissions of the Vendor.
D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or

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otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Agreement.

G. Certificates of Insurance. Vendor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractorunder this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

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INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: May 2, 2019

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

FROM: Tom Ossi, Technology Contract and Records Manager

RE: **Piggyback State of Florida Contract with Gartner, Inc. for IT Research and Advisory Services – Administrative Award Request**

The City of Jacksonville, Information Technologies Division is requesting the approval for an administrative award with Gartner, Inc. for IT Research and Advisory Services. This research includes vendor and product ratings, written research reports, and covers a broad range of technology topics providing a knowledge base for specific needs.These services allow ITD Management to access Gartner resources in a workgroup environment. The workgroup will consist of one advisor and three workgroup members from ITD. The period of coverage for the vendor services shall begin on June 1, 2019, and remain in effect through May 31, 2020.

ITD will utilize State of Florida Alternate Contract Source No. 81141902-VITA-18-ACS. The State of Florida contract rates are included in Exhibit C, State of Florida Schedule of Prices. ITD is requesting the Research and Advisory services listed in Exhibit C, Page 2, Table 12, Gartner for IT Leadership Team[2] which will consist of one (1) Advisor Member at $28,784.00 and three (3) Essentials Member at $8,571.00 per person. The total not-to-exceed cost is $54,497.00.

Funding source will be Index Code: AFIT531CSCS Sub Object: 03410 $ 54,497.00

Your favorable consideration of our request is greatly appreciated.

Attachments: Gartner, Inc. Quote dated April 26, 2018
State of Florida Contract #81141902-VITA-18-ACS

CC: Alexander Ciprian, IT Contract Administrator

Gartner, Inc. Service Agreement for CITY OF JACKSONVILLE ("Client")

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 of 220 East Bay Street, Jacksonville, FL 32202-3429. ("**Client**"), and includes the Master Client Agreement (ACS# 81141902-VITA-18-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
IT Leadership Team	Essentials Member	3	Gary Steffens, Joy Bradley-Walker, Paul Freeman	01-JUN-2019	31-MAY-2020	$25,713.00	$25,713.00
IT Leadership Team	Leader	1	Ken Lathrop	01-JUN-2019	31-MAY-2020	$28,784.00	$28,784.00
				Term Total	(Excluding applicable taxes)		$54,497.00
				Total Services:	(Excluding applicable taxes)		$54,497.00

1-6DIJ8QN 2003 FA000118

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	Service Description URL
IT Leadership Team Leader	http://sd.gartner.com/sd_itl_team_leader.pdf
IT Leadership Team Essentials Member	http://sd.gartner.com/sd_itl_team_essentials_member.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:
CITY OF JACKSONVILLE

Signature

Date

Print Name

Title

Gartner, Inc.

Signature

Date

Print Name

Title

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

[ ] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

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.

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: