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

BID #: PSC-0387-23 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – Period of contract from May 1, 2018 through March 13, 2024, with one (1) year renewal option

AGENCY: INFORMATION TECHNOLOGIES DIVISION

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 increase the award by $6,873.33 to Piggyback State of Florida Contract No. 81141902-VITA-18-ACS, with Gartner, Inc. for the purchase of one (1) Essential Member License 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. The period of service for the additional license will retroact from October 1, 2023 through May 31, 2024. The revised total award expenditure not-to-exceed $72,750.33.

Funding Source: 53101.113001.534100.000000.00000000.00000.0000000, to be executed by formal contract amendment #1 (City Contract #704787-23) through Office of General Counsel and process by purchase order(s)

ATTACHMENTS: Recommendation Memo; Vendor Quote; Previous Award

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

CONCURRENCE BY: Wanyonyi Kendrick, Chief of Information Technologies Division/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

DATE: October 17, 2023

TO: Dustin L. Freeman, Chief of Procurement Division

THROUGH: Wanyonyi Kendrick, Chief of Information Technologies / CIO

Wanyonyi Kendrick Digitally signed by Wanyonyi Kendrick Date: 2023.10.25 12:08:56 -04'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

Thomas Ossi Digitally signed by Thomas Ossi Date: 2023.10.17 15:43:47 -04'00'

SUBJECT: **PSC-0387-23 - Piggyback State of Florida Contract for IT Research and Advisory Services with Gartner, Inc.**

The Information Technologies Division (ITD) requests approval to increase the award #PSC-0387-23 with Gartner, Inc. for the purchase of one (1) Essential Member License 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 period of service for the additional license will be October 1, 2023, through May 31, 2024. The current award not to exceed amount is $65,877.00. This purchase request is in the amount of $6,873.33. The new total not-to-exceed amount will be $72,750.33.

Upon award approval, a request for a formal contract amendment will be made through the Office of General Counsel.

Tracy Geake Digitally signed by Tracy Geake Date: 2023.10.25 11:26:25 -04'00'

FUNDING SOURCE: 53101.113001.534100.000000.00000000

Your favorable consideration of our request is greatly appreciated.

Attachments: PSC-0387-23
Contract #704787-23
Gartner Quote
POA-70487-23
State of Florida Contract #81141902-VITA-18-ACS Amd #3

CC: Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator

Gartner

Amy Wilkinson
12651 Gateway Boulevard
Fort Myers, Florida 33913

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

Gartner Service Quote

September 15th, 2023

Wanyonyi Kendrick
City of Jacksonville
220 East Bay Street
Jacksonville, FL 32202-3429

Dear Ms. Kendrick,

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-VITA-18-ACS** will serve as our understanding and commitment to serve the City of Jacksonville from October 1st, 2023 *through May 31st, 2024.*

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

Gartner

Investment Summary: State of Florida Term Contract ACS# 81141902-VITA-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
IT Leadership Team	Essentials Member	1	Elizabeth Brown	01-OCT-2023	31-MAY-2024	$10,310.00	$6,873.33
				Term Total	(Excluding applicable taxes)		$6,873.33
				Total Services:	(Excluding applicable taxes)		$6,873.33

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Continuation of services beyond the current contract term end date listed above will require a minimum contract term of 12 months, as per standard licensing policy.

* 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-VITA-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

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

BID #: PSC-0387-23

OPEN DATE: N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – Period of contract from May 1, 2018 through March 13, 2024, with one (1) year renewal option

AGENCY: INFORMATION TECHNOLOGIES DIVISION

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 one (1) Team Leader at $34,947.00 and three (3) Essentials Team Members at $10,310.00 per member. The period of service will be from June 1, 2023 through May 31, 2024. The requested total expenditure not-to-exceed $65,877.00.

Funding Source: 53101.113001.534100.000000.00000000.00000.0000000, to be executed by formal contract through Office of General Counsel and process by purchase order(s)

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

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED _____ For DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 5/11/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 5/15/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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

DocuSign Envelope ID: C81A50DD-4587-4EA9-8F01-BC7608F1F992

CONTRACT FOR IT RESEARCH AND ADVISORY SERVICES
(Utilizing State of Florida Contract No. 81141902-VITA-18-ACS)

This Contract for IT Research and Advisory Services (this "**Contract**") is dated June 21, 2023, and is between the **City of Jacksonville**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **Gartner, Inc.**, a Delaware corporation ("**Gartner**").

Whereas, effective May 1, 2018, the State of Florida (the "**State**"), through its Department of Management Services, and Gartner entered into State contract number 81141902-VITA-18-ACS (the "**State Contract**") for the provision of IT research and advisory services (the "**Services**").

Whereas, the State entered into the State Contract as an Alternate Contract Source under section 287.042(16), Florida Statutes, using the Commonwealth of Virginia contract number VA-180315-GARG, which was competitively procured and awarded by the Virginia Information Technologies Agency.

Whereas, the City wants to engage Gartner to provide the Services by utilizing the State Contract, and Gartner wants to provide the Services to the City and has agreed to the use of the State Contract.

Whereas, section 126.211, Jacksonville Ordinance Code, authorizes and allows the City to use other governmental entities' contracts that have been competitively procured and awarded.

Whereas, the State Contract was competitively procured and awarded in accordance with law and is in full force and effect until March 13, 2024.

Whereas, on May 15, 2023, the City's General Government Awards Committee and Mayor approved the use of the State Contract by award (Bid No. PSC-0387-23).

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

Now, therefore, the City and Gartner agree as follows:

1. **Engagement of Gartner**. The City hereby engages Gartner and Gartner hereby accepts said engagement for the purpose of providing the City with the Services, as stated in the Service Agreement attached as Attachment A, which is hereby incorporated in and made a part of this Contract. Gartner shall provide the Services in accordance with the provisions of this Contract and the State Contract. Any conflict between the provisions of this Contract and the State Contract will be resolved in favor of this Contract, but only to the extent of any conflict.

2. **Coordination with City**. The City shall designate a project coordinator who will coordinate with Gartner on behalf of the City and administer this Contract according to its terms and conditions. Gartner shall be responsible for coordinating all activities related to the Services with the designated project coordinator.

3. **Term**. The term of this Contract (the "**Term**") commences on June 1, 2023, and terminates on May 31, 2024, unless sooner terminated in accordance with the terms of the State Contract.

4. **Compensation**. The City shall compensate Gartner according to the terms and conditions of the State Contract and the Service Agreement attached as Attachment A.

5. **Maximum Indebtedness**. Notwithstanding any provision in this Contract or the State Contract to the contrary, the maximum indebtedness of the City for all fees, reimbursable items, or other

costs for the Services provided by Gartner during the Term shall not exceed the sum of **Sixty-Five Thousand Eight Hundred Seventy-Seven and 00/100 Dollars ($65,877.00)**.

6. **Taxes**. The City is generally exempt from any taxes imposed by the State of Florida or the federal government. The City will provide exemption certificates upon request. Gartner shall not include any federal, state, or local taxes in any price quotes or invoices to the City.

7. **Pricing Available to Other Entities**. During the Term, the Services shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County, Florida at the contract price provided in this Contract.

8. **Indemnification & Insurance**. Gartner shall comply with the indemnification and insurance provisions attached as Attachments B and C, respectively.

9. **Notices**. Notice to the City under this Contract will be deemed delivered if sent by certified mail, return receipt requested, or by other delivery with receipt to the following:

City of Jacksonville
Information Technologies Division
214 North Hogan Street, 9th Floor
Jacksonville, Florida 32202
Attn: Tom Ossi

10. **Retention of Records; Audit**. As required by section 126.108(a), Jacksonville Ordinance Code, Gartner and each of its respective subcontractors shall maintain all business records directly pertinent to the performance of this Contract (the "**Records**") and shall make such Records available at all reasonable times, including Gartner's regular business hours, for examination by the City during the Term and for three years from the date of final payment under this Contract.

11. **Compliance with Laws**. As required by section 126.108(b), Jacksonville Ordinance Code, in providing the Services, Gartner shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances include, but are not limited to, chapter 119, Florida Statutes (Florida Public Records Law), and section 286.011, Florida Statutes (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor, the provisions of this section will be incorporated into and become a part of the subcontract.

12. **Conflicts of Interest**. Gartner acknowledges that section 126.110, Jacksonville 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.

13. **Nondiscrimination**. As required by section 126.404, Jacksonville Ordinance Code, Gartner represents that it has adopted and will maintain throughout the Term a policy of nondiscrimination 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. Gartner 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 for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this

Contract; provided, however, that Gartner shall not be required to produce for inspection records covering periods of time more than one year prior to the day and year first above written. Gartner agrees that, if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

14. **Public Records**. In accordance with section 119.0701, Florida Statutes, Gartner shall:

a. Keep and maintain public records required by the City to perform the Services.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the Term and following completion of this Contract if Gartner does not transfer the records to the City.

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

The above requirements apply to Gartner only if it is a "Contractor" as defined in section 119.0701, Florida Statutes.

IF GARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; RRGOVQA@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 NORTH HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

15. **Modification; Waiver**. No modification of this Contract will be effective unless it is in writing and signed by the parties. No waiver under this Contract will be effective unless it is in writing and signed by the party granting the waiver.

16. **Severability**. If any covenant, term, or provision of this Contract is deemed to be contrary to law, that covenant, term, or provision will be deemed separable from the remaining covenants, terms, and provisions of this Contract and will not affect the validity, interpretation, or effect of the remainder of this Contract.

17. **Governing Law; Venue**. This Contract is governed by the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising under this Contract lies exclusively in the appropriate court in Duval County, Florida.

18. **Counterparts**. This Contract may be executed electronically and in several counterparts each of which will be deemed an original and all of which will constitute one instrument.

In witness whereof, the parties are signing this Contract the day and year first written above.

Attest

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

City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: _____
Lenny Curry
Mayor

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

Witness

DocuSigned by:
By: Jon Maietta
Name: Jon Maietta
Title: Assistant Contracts Manager

Gartner, Inc., a Delaware corporation

DocuSigned by:
By: Alexandra Canizales
Name: Alexandra Canizales
Title: Senior Contracts Specialist

Encumbrance and funding information for internal City use:

Maximum Indebtedness: **$65,877.00**

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with section 24.103(e), Jacksonville Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

_____
Director of Finance
City Contract # 70487-23

Form Approved:

_____
Office of General Counsel

DocuSign Envelope ID: C81A50DD-4587-4EA9-8F01-BC7608F1F992

ATTACHMENT A

Service Agreement

[See attached]

Gartner, Inc. Service Agreement for CITY OF JACKSONVILLE ("Client") of 214 N Hogan st 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-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	Bill Costa, Paul Freeman, Stephanie Barnett	01-JUN-2023	31-MAY-2024	$30,930.00	$30,930.00
IT Leadership Team	Leader	1	Kenneth Lathrop	01-JUN-2023	31-MAY-2024	$34,947.00	$34,947.00
				Term Total	(Excluding applicable taxes)		$65,877.00
				Total Services:	(Excluding applicable taxes)		$65,877.00

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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.

DS ABC

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

6/21/2023
Date

Brian Hughes
Print Name

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

Gartner, Inc.

DocuSigned by:
Alexandra Canizales
Signature 9EC209859525461

June 6, 2023
Date

Alexandra Canizales
Print Name

Senior Contracts Specialist
Title

FORM APPROVED

By:_____
Office of General Counsel

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

ATTACHMENT B

Indemnification

Gartner and its subcontractors (collectively, the "**Indemnifying Parties**") shall hold harmless, indemnify, and defend the City and its 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, that 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 Party that causes corporeal injury to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the contract, operations, services, or work performed thereunder; and

2. *Environmental Liability*, to the extent the contract 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 the contract 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 the contract, constitutes an infringement of any trademark, 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 Party 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 Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the service or product with a non-infringing service or product or modify such service or product in a way satisfactory to the Indemnified Parties, so that the service or product is non-infringing.

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

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.

ATTACHMENT C

Insurance Requirements

Without limiting its liability under the contract, Gartner (and its subcontractors) shall at all times during the term of the contract procure prior to commencement of work and maintain at its sole expense, and shall endorse to name the City and its members, officers, officials, employees, and agents, insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	*Limits*	
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.

Professional Liability	$1,000,000	Per Claim & Aggregate

Such insurance shall include coverage for Technology Errors and Omissions Liability and 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 the contract 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.

Cyber Liability & Data Storage	$1,000,000	Per Claim & 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 the Contract 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.

If Gartner will perform its services onsite, then Gartner shall maintain the additional below coverages:

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 that 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).

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

Such insurance shall cover Gartner (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability that 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 that are required by the State of Florida, or any restrictive NCCI endorsements that, 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.

Additional Insurance Provisions

A. **Certificates of Insurance**. Gartner shall provide the City with Certificates of Insurance that show the corresponding city contract, bid, or purchase order number in the description, Additional Insureds, Waivers of Subrogation, and Primary & Non-Contributory statement as provided below. The Certificates of Insurance shall be made available upon request from the City.

B. **Additional Insured**. All insurance except Workers' Compensation shall be endorsed to name the City and its members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.

C. **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 and its members, officers, officials, employees, and agents.

D. **Carrier Qualifications**. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes, 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.

E. **Gartner's Insurance Primary**. The insurance provided by Gartner shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or its members, officers, officials, employees, and agents.

F. **Deductible or Self-Insured Retention Provisions**. All deductibles and self-insured retentions associated with coverages required for compliance with the contract shall remain the sole and exclusive responsibility of the named insured Gartner. Under no circumstances will the City or its members, officers, officials, employees, and agents be responsible for paying any deductible or self-insured retentions related to the contract.

G. **Gartner's Insurance Additional Remedy**. Compliance with the insurance requirements of the contract shall not limit the liability of Gartner or its subcontractors, employees, or agents to the City or its members, officers, officials, employees, and agents and shall be in addition to and not in lieu of any other remedy available under the contract or otherwise.

H. **Waiver/Estoppel**. Neither approval by the City nor failure to disapprove the insurance furnished by Gartner shall relieve Gartner of its full responsibility to provide insurance as required under the contract.

I. **Notice**. Gartner shall provide an endorsement issued by the insurer to provide the City 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, Gartner shall provide said 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 Gartner under the contract 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 and others also be named as an additional insured.

L. **Special Provision**. Prior to executing the contract, Gartner shall present the contract and this Attachment C (Insurance Requirements) to its insurance agent affirming: (1) that the agent has personally reviewed the insurance requirements of the contract, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Gartner.

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

BID #: PSC-0387-23 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – Period of contract from May 1, 2018 through March 13, 2024, with one (1) year renewal option

AGENCY: INFORMATION TECHNOLOGIES DIVISION

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 one (1) Team Leader at $34,947.00 and three (3) Essentials Team Members at $10,310.00 per member. The period of service will be from June 1, 2023 through May 31, 2024. The requested total expenditure not-to-exceed $65,877.00.

Funding Source: 53101.113001.534100.000000.00000000.00000.0000000, to be executed by formal contract through Office of General Counsel and process by purchase order(s)

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

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED _____ For DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 5/11/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 5/15/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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