



CITY OF DORAL

RECORD (MASTER) COPY

TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal Department: Information TechnologyDelivered by: Maria Garcia

Name

Date of Transmittal: 05/19/2025

The following record (master) copy is being transmitted to the Office of the City Clerk:

☐ Contract/Agreement☐ Deed☐ Renewal Letter☐ Lease☐ Work Order☐ Trespass Affidavit☐ Special Magistrate Order☒ Other:☐ Vehicle TitleService OrderIs this to be recorded with Miami-Dade County ☐ Yes ☒ NoIs this record: ☐ Capital Improvement ☒ Non-Capital Improvement

Contract / Agreement Termination Date: _____

Description of Record Copy: Gartner Service Order for IT Leaders research and advisory servicesApproved by Council: ☐ Yes ☒ No Council Meeting Date: _____
(Provide Resolution / Ordinance / Minutes attached when applicable)Non-Council Item: this is for IT leaders research and advisory services
(Provide a brief explanation of the reason / need for the purchase, service, etc.)Budgeted Funds: ☒ Yes ☐ No Account No.: 001.22005.500540 FY: 2025**Procurement Use Only**Reviewed: Rm 5/19/2025**City Attorney's Office Use Only**Received: [Signature] 5/20/2025**City Clerk's Office Use Only**Received: [Signature] 5/21/2025



GARTNER SERVICE ORDER (“SO”) Q-00338754

Gartner	Client (Sold To)	Client (Bill To)
GARTNER, INC. 56 TOP GALLANT ROAD STAMFORD, CT 06902-7700 UNITED STATES	CITY OF DORAL 8401 NW 53 TERRACE DORAL, FLORIDA 33166 UNITED STATES	EYLIN FERNANDEZ CITY OF DORAL 8401 NW 53RD TER DORAL, FL 33166-4517 UNITED STATES eylin.fernandez@cityofdoral.com

1. ORDER SCHEDULE

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Service Period 1	Service Period 2
IT Leaders Individual Access Advisor	1	Eylin Fernandez	16	01-Jun-2025 30-Sep-2026	USD 16,712.67 4 months	USD 50,138.00
Total Service Period Fee Exclusive Of Applicable Tax					USD 16,712.67	USD 50,138.00

Due to the multi-year term of this Service Agreement, Client expressly waives its right of termination for convenience. Subject to unavailability of funds appropriated under the Client’s funding authority, Client may modify or cancel the remaining annual contract term(s) of this SA provided that Client notifies Gartner in writing of such at least 60 days prior to the contract start date for the upcoming annual term. The parties understand and agree that they have specifically bargained for lower out-year pricing, and that regulatory restrictions and Gartner policy prohibit discounting for any clients. Therefore, the parties agree that Client shall use its best efforts to seek and obtain sufficient appropriation of funds to meet Client’s payment obligations for ensuing fiscal year(s). Should Client seek termination for lack of appropriated funds, Client shall provide written evidence of such unavailability certified by Client’s authorized representative.

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
IT Leaders Individual Access Advisor	See Attached

3. PAYMENT TERMS

Payment Terms	Billing Schedule	PO Number Required on Invoice
Net 30	Annual in advance	Select Yes/No: _____ PO Number: _____

If Client requires a Purchase Order (“PO”) number to be included on Gartner’s invoice for payment, “yes” must be checked and the PO number entered in the table above. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to americascontracts@gartner.com.

Client agrees to 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.

4. SERVICE TERMS

This Service Order is governed by the Amend 5 to Contract No. 811419 02-VITA- 1 8-ACS between Gartner, Inc. and State Board of Administration of Florida dated 01-May-2018, as last amended 13-Mar-2025 (“Agreement”) and constitutes the entire agreement between Gartner, on behalf of itself and its Affiliates, and Client for the Services. All defined terms not defined in this Service Order are defined in the Agreement. For the purposes of this Service Order, all references to “Service Agreement” in the Agreement shall be a reference to this Service Order.

CITY OF DORAL

GARTNER, INC.



Client Signature
Zeida Sardinas

Print Name
City Manager

Title
5/21/2025

Date

DocuSigned by:

F4323F5556AB4BB...

Gartner Signature
Mark Gruny

Print Name
Sr. Contracts Specialist

Title
May 14, 2025

Date



Certificate Of Completion

Envelope Id: BD5012ED-9EAD-4BD8-A5FA-E193BEE87F8D
Subject: Complete with Docusign: SO_City of Doral_00493557.0_2025-05-14.pdf
Source Envelope:
Document Pages: 2
Certificate Pages: 1
AutoNav: Disabled
Envelopeld Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Mark Gruny
56 Top Gallant Road
Stamford, CT 06904
Mark.Gruny@gartner.com
IP Address: 165.225.223.66

Record Tracking

Status: Original
5/14/2025 1:40:12 PM

Holder: Mark Gruny
Mark.Gruny@gartner.com

Location: DocuSign

Signer Events Signature Timestamp

Mark Gruny
Mark.Gruny@gartner.com
Sr. Contracts Specialist
Gartner, Inc.
Security Level: Email, Account Authentication (None)

DocuSigned by:
Mark Gruny
F4323F5556AB4BB...

Signature Adoption: Pre-selected Style
Using IP Address: 76.148.142.233

Sent: 5/14/2025 1:41:12 PM
Viewed: 5/14/2025 1:41:16 PM
Signed: 5/14/2025 1:42:07 PM
Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

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5/14/2025 1:42:07 PM

Payment Events Status Timestamps



**Alternate Contract Source (ACS)
No. 81141902-VITA-18-ACS
For
IT Research and Advisory Services
Gartner, Inc.
State of Virginia
Contract No.: VA-180315-GARG**

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

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

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

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

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

2. Renewal.

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

3. Modifications or Additions to Master Agreement.

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

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

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

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

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

4. Price.

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

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

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

5. Purchase Orders.

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

6. Primary Contacts

Department's Contract Manager:

Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360

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

Contractor's Contract Manager:

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

7. Warranty of Authority

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

8. Entire Agreement of the Parties

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

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

CONTRACTOR
GARTNER, INC.

STATE OF FLORIDA
DEPARTMENT OF
MANAGEMENT SERVICES

Signature:

Printed Name:

Printed Title:

Date:

Rosalyn Ingram
Director of State Purchasing and Chief
Procurement Officer

Date:

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

Contractor's Contract Manager:

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

7. Warranty of Authority

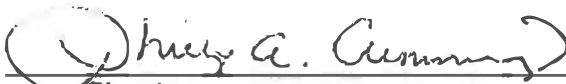
Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

8. Entire Agreement of the Parties

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

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

CONTRACTOR
GARTNER, INC.



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

STATE OF FLORIDA
DEPARTMENT OF
MANAGEMENT SERVICES


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

ADDITIONAL SPECIAL TERMS AND CONDITIONS

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1. Electronic Invoicing

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

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

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

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

2. Reporting

2.1 Transaction Fee Reports

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

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

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

2.2 Diversity Reporting

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

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

2.3 Quarterly Sales Reports

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

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

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

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

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

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

2.4 Ad hoc Report

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

2.5 Reporting Schedule

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

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

3. Purchasing Card Program

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

4. Subcontracts

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

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

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

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

5. Business Review Meetings

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

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

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

6. Performance Bond

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

7. Environmental Considerations

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

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

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

8. Delays and Complaints

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

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SPECIAL CONTRACT CONDITIONS

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

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SECTION 1. DEFINITION.

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

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

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

2.2 Renewal.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

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

2.3.2 Termination for Convenience.

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

2.3.3 Termination for Cause.

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

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

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

3.3 Payment Invoicing.

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

3.4 Purchase Order.

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

3.5 Travel.

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

3.6 Annual Appropriation.

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

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

3.7 Transaction Fees.

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

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

4.3 Department's Contract Manager.

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

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

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

4.4 Contractor's Contract Manager.

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

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

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

4.5 Diversity Reporting.

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

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

4.6 RESPECT.

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

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

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

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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

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

5.2 Dispute Resolution, Governing Law, and Venue.

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

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5.3 Department of State Registration.

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

5.4 Suspended, Convicted and Discriminatory Vendor Lists.

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

5.5 Contractor Certification.

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

5.6 Cooperation with Inspector General and Records Retention.

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

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5.7 Inspection.

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

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

6.2 Assignment.

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

6.3 Independent Contractor.

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

6.4 Risk of Loss.

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

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

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

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

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

6.10 Cooperative Purchasing.

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

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

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

7.1 Workers' Compensation Insurance.

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

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

7.2 General Liability Insurance.

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

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

7.3 Indemnification.

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

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

8.1 Public Records.

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

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

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

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Confidential Information.

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

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

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

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

8.3 Document Management.

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

8.4 Intellectual Property.

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

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

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

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

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

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9.2 Warranty of Security.

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

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

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

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

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

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

9.4 Indemnification (Breach of Warranty of Security).

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

9.5 Annual Certification.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

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

10.3 Communications.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

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

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

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

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

11.3 Liquidated Damages.

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

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

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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

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

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

12.2 Payment Audit.

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

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SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

- (a) Computer related crimes
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;

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- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

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

SECTION 14. INFORMATION TECHNOLOGY.

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

14.1 Limitation of Liability.

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

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

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14.2 Information Technology Standards.

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



CONTRACT AMENDMENT NO.: 5

Contract No.: 81141902-VITA-18-ACS

Contract Name: Information Technology Research and Advisory Services

This Contract Amendment ("Amendment") to Alternate Contract Source No. 81141902-VITA-18-ACS ("Contract") through the State of Virginia, Master Agreement No. VA-180315-GARG ("Master Agreement") is made by the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Gartner, Inc.** ("Contractor"), with its principal place of business located at 56 Top Gallant Road, Stamford, CT, 06902; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract, which became effective on April 24, 2018, for the provision of Information Technology Research and Advisory Services; pursuant to the Master Agreement, and;

WHEREAS the Master Agreement was extended for a period of six months, with a new Master Agreement expiration date of September 13, 2025, and;

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability, and;

WHEREAS the Parties agree to extend the Contract for six (6) months per s. 287.057(13), F.S.,

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

I. Contract Extension. The Contract is extended for a period of six (6) months pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of September 13, 2025.

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

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Contract are incorporated by reference as if fully rewritten herein. The terms and conditions of the Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

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



CONTRACT AMENDMENT NO.: 5

Contract No.: 81141902-VITA-18-ACS

Contract Name: Information Technology Research and Advisory Services

State of Florida:
Department of Management Services

By: DocuSigned by:
Pedro Allende
694713929499485...

Name: Pedro Allende

Title: Secretary

Date: 3/13/2025 | 4:51 PM EDT

Contractor:
Gartner, Inc.

By: Signed by:
Ashley Beluch
981A3DCA4F4F4C2...

Name: Ashley Beluch

Title: Senior Contracts Specialist

Date: 3/12/2025 | 10:06 AM EDT

STATE OF FLORIDA

ACS# 81141902-18-ACS

Exhibit C – Gartner Research and Advisory Services (RAS) Subscription Products Price Schedule

Gartner RAS Products Price Schedule

Gartner delivers deep, global functional and technology insight to senior leaders and their teams in every major role across the enterprise. Our expert guidance and tools enable faster, smarter decisions for organizations to execute on their mission-critical priorities.



Founded in 1979, we have **nearly 19,500 associates** in ~85 offices around the world

19K+



We serve **more than 15,000 client enterprises** in 90+ countries and territories in the public and private sectors

15K+



Delivering insight fueled in part by more than **460,000 yearly client interactions**

460K+

Cross-function and technology roles work together to drive digital transformation for your organization. Gartner works with your team across the org—from strategy to execution—to help drive better outcomes.



Gartner Research and Insights for Technology Leaders and Their Teams

Click role to view available products and pricing.

Chief Information Officer (CIO)	CDAO / CDO / Head of Data & Analytics	CISO / Head of Security & Risk Mgmt	Head of IT Infra. & Operations	Head of Artificial Intelligence	Head of Software Engineering	Head of Enterprise Applications	Head of Enterprise Architecture	Head of Program & Portfolio Mgmt	Head of Sourcing, Procurement & Vendor Mgmt
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Gartner Research and Insights for Cross-functional Leaders and Their Teams.

Click role to view available products and pricing.

Head of Customer Service & Support	Chief Financial Officer (CFO) / Finance Leader	Chief Human Resource Officer (CHRO) / Head of HR	General Counsel (GC) / Chief Legal Officer / Assurance Leader	Chief Marketing Officer (CMO) / Marketing Leader	Chief Communications Officer (CCO) / Communications Leader	Head of Research & Development/ R&D Leader
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Additional Products

Click role to view available products and pricing.

Conferences	Limited Availability
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Table 1 - Research and Advisory Services Subscription Price Schedule

Rates are effective February 1, 2025 and apply to purchase orders received on or before January 31, 2026 with a service delivery start date no later than February 1, 2026.

Refer to [Purchasing Guidelines](#) for purchasing requirements and product configuration.

Gartner RAS Subscriptions		Year 2025
Chief Information Officer (CIO)		
Executive Programs v2		Back to cover page
Executive Programs v2 Guided Team ²		
Guided Team Leader		137,083
CIO Guided Member or CIO Guided Leader Member		137,083
CDAO, CISO, I&O, or Software Engineering Leaders Guided Member *		137,083
CDAO, CISO, I&O, or Software Engineering Leaders Guided Leader Member *		137,083
AI Leaders Guided Member	Limited Availability	139,167
Partner Member or Partner Leader Member	Limited Availability	135,775
CIO Self-Directed Member or CIO Self-Directed Leader Member		78,021
CDAO, CISO, I&O, or Software Engineering Leaders Self-Directed Member *		70,832
CDAO, CISO, I&O, or Software Engineering Leaders Self-Directed Leader Member *		70,832
Advisor Member or Advisor Leader Member		60,377
Cross Function Member		39,394
* Other role-based domains may be available; check with account representative.		
Executive Programs v2 Self-Directed Team ²		
Self-Directed Team Leader		78,021
CIO Self-Directed Member or CIO Self-Directed Leader Member		78,021
CDAO, CISO, I&O, or Software Engineering Leaders Guided Member *		137,083
CDAO, CISO, I&O, or Software Engineering Leaders Guided Leader Member *		137,083
AI Leaders Guided Member	Limited Availability	139,167
CDAO, CISO, I&O, or Software Engineering Leaders Self-Directed Member *		70,832
CDAO, CISO, I&O, or Software Engineering Leaders Self-Directed Leader Member		70,832
Advisor Member or Advisor Leader Member		60,377
Cross Function Member		39,394
* Other roles may be available; check with account representative.		

Gartner RAS Subscriptions		Year 2025
Executive Programs v2 Extended Team ²		
Guided CDAO , CISO , I&O , or Software Engineering Leaders Team Member		52,083
Self-Directed CDAO , CISO , I&O , or Software Engineering Leaders Team Member		46,352
Advisor Member		46,352
Cross Function Member		24,797
Executive Programs v2 Individual Access ¹		
Guided Individual Access	Single License	150,822
	Multi License	137,083
Self-Directed Individual Access	Single License	85,932
	Multi License	78,021

Executive Programs

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Executive Programs Leadership Team Plus ²		
Team Leader		126,554
	Renewing Subscriber ⁶ (before 01-Feb-2024)	118,811
IT Executive Team Member or IT Executive Team Leader		126,554
Partner Team Member or Partner Team Leader	Limited Availability	108,316
	Renewing Subscriber ⁶ (before 01-Mar-2022)	98,583
Delegate Team Member or Delegate Team Leader		Renewal Only
Advisor Team Member or Advisor Team Leader		46,593
Cross Function Team Member		32,610
Executive Programs Leadership Team ²		
Team Leader		115,664
	Renewing Subscriber ⁶ (before 01-Feb-2024)	110,202
IT Executive Team Member or IT Executive Team Leader		115,664
Partner Team Member or Partner Team Leader	Limited Availability	101,230
	Renewing Subscriber ⁶ (before 01-Mar-2022)	90,433
Delegate Team Member or Delegate Team Leader		Renewal Only
Advisor Team Member or Advisor Team Leader		41,860
Cross Function Team Member		29,186
Role Team Member		21,608

Gartner RAS Subscriptions		Year 2025
Executive Programs Individual Access ¹		
Individual Access Member	Single License	125,477
Individual Access Member	Multi License	111,605
	Renewing Subscriber 6 (before 01-Mar-2022)	104,315
Executive Programs Leadership Team Plus with Industry ² (one industry)		Upon request
Executive Programs Leadership Team with Industry ² (one industry)		Upon request
Executive Programs Individual Access with Industry ¹ (one industry)		Upon request

Gartner for CIOs

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Gartner for CIOs Team Plus		
Team Leader ²		71,846
Advisor Team Member or Advisor Team Leader		46,593
Cross Function Team Member		32,610
Gartner for CIOs Individual Access		
Individual Access Advisor ¹	Single License	78,955
	Multi License	71,846
Gartner for CIOs Team Plus with Industry ² (one industry)		Upon request
Gartner for CIOs with Industry Individual Access ¹ (one industry)		Upon request

Gartner Research Board — Limited Availability

Research Board for Global Executives ¹		
Global CIO Research Board		250,625
Global CIO Team Plus ²		
Global CIO		246,558
Divisional CIO		184,222
Global IT Leader		184,222
Global IT Leadership Team Plus ²		
Global Team Leader		163,756
Global Partner Member		147,702
Advisor Member		54,110

Gartner RAS Subscriptions	Year 2025
Global CIO Team Plus with Industry ² (one industry)	Upon request
Global IT Leadership Team Plus with Industry ² (one industry)	Upon request

Data and Analytics		Back to cover page
Gartner for CDAOs Executive		
Individual Access Advisor ¹	Single License	150,822
	Multi License	137,083
Team Leader ²		137,083
Team Member		52,083
Gartner for CDAOs		
Individual Access Advisor ¹	Single License	77,868
	Multi License	70,832
Team Leader ²		70,832
Team Member		46,352

InfoSec / Cybersecurity		Back to cover page
Gartner for CISOs Executive		
Individual Access Advisor ¹	Single License	150,822
	Multi License	137,083
Team Leader ²		137,083
Team Member		52,083
Gartner for CISOs		
Individual Access Advisor ¹	Single License	77,868
	Multi License	70,832
Team Leader ²		70,832
Team Member		46,352

Gartner RAS Subscriptions		Year 2025
Infrastructure & Operations		Back to cover page
Gartner for I&O Leaders Guided		
Individual Access Advisor ¹	Single License	150,822
	Multi License	137,083
Team Leader ²		137,083
Team Member		52,083
Gartner for I&O Leaders Self-Directed		
Individual Access Advisor ¹	Single License	77,868
	Multi License	70,832
Team Leader ²		70,832
Team Member		46,352

Artificial Intelligence		Back to cover page
Gartner for AI Leaders Guided		Limited Availability ³
Individual Access Advisor ¹	Single License	153,125
	Multi License	139,167
Team Leader ²		139,167
Team Member		53,125

Software Engineering		Back to cover page
Gartner for Software Engineering Leaders Executive		
Individual Access Advisor ¹	Single License	150,822
	Multi License	137,083
Team Leader ²		137,083
Team Member		52,083

Gartner RAS Subscriptions		Year 2025
Gartner for Software Engineering Leaders		
Individual Access Advisor ¹	Single License	77,868
	Multi License	70,832
Team Leader ²		70,832
Team Member		46,352

Enterprise IT Leaders — Limited Availability		Back to cover page
Enterprise IT Leadership Team Plus ²		
Team Leader		96,967
	Renewing Subscriber ⁶ (before 01-Feb-2021)	86,787
Advisor Team Member		40,864
Cross Function Team Member		24,174
Enterprise IT Leadership Team ²		
Team Leader		89,243
	Renewing Subscriber ⁶ (01-Feb-2020 to 01-Feb-2021)	86,180
Advisor Team Member		38,158
Cross Function Team Member		22,370
Role Team Member		14,564
Essentials Team Member		11,415
Enterprise IT Leadership Team Plus with Industry ² (one industry)		Upon request
Enterprise IT Leadership Team with Industry ² (one industry)		Upon request

IT Leaders		Back to cover page
IT Leadership Team Plus ²		
Team Leader		40,864
Advisor Team Member		40,864
Cross Function Team Member		24,174

Gartner RAS Subscriptions			Year 2025
IT Leadership Team ²			
Team Leader			38,158
Advisor Team Member			38,158
Cross Function Team Member			22,370
Role Team Member			14,564
Essentials Team Member			11,415
IT Leader Individual Access ¹			
Individual Access Advisor	Single License		50,138
	Multi License		38,158
Reference	Single License		33,724
	Multi License		21,543
Industry Advisory Services Leadership Team Plus ² (one industry)			
Team Leader			51,667
Advisor Team Member			51,667
Cross Function Team Member			31,667
Industry Advisory Services Leadership Team ² (one industry)			
Team Leader			47,396
Advisor Team Member			47,396
Cross Function Team Member			28,959
Role Team Member			17,917
Essentials Team Member			14,271
Industry Advisory Services Individual Access ¹ (one industry)			
Individual Access Advisor	Single License		61,250
	Multi License		47,396
Reference	Single License		41,459
	Multi License		28,230

Gartner RAS Subscriptions		Year 2025
Technology Professionals		Back to cover page
Technical Professionals Team ^{4, 5} (Includes 1 Team Leader and up to 4 Team Member)		70,928
Additional Team Member		13,461
Technical Professionals Department ^{4, 5} (per agency)		
Advisor Department		148,948
Reference Department		100,140

Customer Service & Support		Back to cover page
Customer Service & Support Leaders		
Individual Access Advisor ¹	Single License	50,424
	Multi License	38,158
Team Leader ²		38,158
Advisor Member		38,158
Reference Member		15,834

Finance		Back to cover page
Chief Financial Officers		
Individual Access Advisor ¹	Single License	113,794
Individual Access Advisor ¹	Multi License	103,299
Team Leader ²		103,299
Advisor Member or Advisor Leader		38,158
Reference Member		16,338
Finance Leaders		
Individual Access Advisor ¹	Single License	50,424
	Multi License	38,158
Team Leader ²		38,158
Advisor Member		38,158
Reference Member		16,338

Gartner RAS Subscriptions		Year 2025
Human Resources		Back to cover page
Chief Human Resources Officers		
Individual Access Advisor ¹	Single License	114,721
Individual Access Advisor ¹	Multi License	103,299
Team Leader ²		103,299
Advisor Member or Advisor Leader		38,158
Reference Member		19,109
Human Resources Leaders		
Individual Access Advisor ¹	Single License	50,424
	Multi License	38,158
Team Leader ²		38,158
Advisor Member		38,158
Reference Member		19,109
Human Resources Professionals ⁴		
Reference - Up to 20 HR Professionals		47,477
Reference - Up to 5 HR Professionals		29,529

Legal, Risk and Compliance		Back to cover page
Legal, Risk and Compliance Leaders or Legal, Risk and Compliance Leaders for Audit & Risk		
Individual Access Advisor ¹	Single License	44,478
	Multi License	33,644
Team Leader ²		33,644
Advisor Member		33,644
Reference Member		13,437

Marketing		Back to cover page
Chief Marketing Executives		
Individual Access Member ¹	Single License	139,581
	Multi License	124,781

Gartner RAS Subscriptions		Year 2025
Team Leader ²		124,781
Advisor Member or Advisor Leader		49,166
Reference Member		19,375
Marketing Leaders		
Individual Access Advisor ¹	Single License	56,827
	Multi License	45,842
Team Leader ²		45,842
Advisor Member		45,842
Reference Member		17,855

Communications		Back to cover page
Communications Leaders		
Individual Access Advisor ¹	Single License	53,542
	Multi License	40,105
Team Leader ²		40,105
Advisor Member		40,105
Reference Member		21,980

Research & Development		Back to cover page
R&D Leaders		
Individual Access Advisor ¹	Single License	51,977
	Multi License	38,158
Team Leader ²		38,158
Advisor Member		38,158
Reference Member		21,353

Gartner RAS Subscriptions		Year 2025
Conferences		Back to cover page
North America Conferences ⁷ (price per ticket)		
IT Symposium/Xpo		6,172
Summit (D&A, Security, IOCS, or Apps)		4,193
Summit (excludes D&A, Security, IOCS, or Apps)		3,568
Finance Conference		3,646
RelImagineHR Conference		4,297
Marketing Symposium/Xpo		4,428

Limited Availability ³			Back to cover page
Core Connect Individual Access ¹			
Advisor	Single License		42,085
	Multi License		30,710
Reference	Single License		27,018
	Multi License		15,562
News and Insights			
IT News and Insights			855
News and Insights			855
Strategic Advisory Services ³ Availability only to clients with research subscriptions licenses.			
Internal Advisory Session			25,105
Remote Advisory Services			12,917
Technical Professionals Small & Midsize Business (SMB) ⁴ (per agency)			
Advisor SMB			81,355
Reference SMB			54,688
Technical Professionals for Higher Education ^{4,8} (per student campus)			
Advisor			81,355
Reference			54,688

Gartner RAS Subscriptions	Year 2025
Core IT Research Reference for Higher Education ^{4,8} (per student campus)	
Core Reference HE Campus for a community college	39,167
Core Reference HE Campus for a college or university with 1 to 4,999 Student FTE	39,167
Core Reference HE Campus for a college or university with 5,000 to 9,999 Student FTE	78,334
Core Reference HE Campus for a college or university with 10,000 to 24,999 Student FTE	117,500
Core Reference HE Campus for a college or university with 25,000+ Student FTE	156,667
Gartner for IT Associates ⁴	
IT Associates 100 Research Notes	37,084

Renewal Only Services		Back to cover page
Executive Programs Member Basic for MSE ¹ Renewing Subscriber ⁶ (before 01-Jan-2019)		
Individual Access ¹	Single License	81,658
Individual Access ¹	Multi License	73,379
Executive Programs Member Basic with Industry ¹ Renewing Subscriber ⁶ (before 01-Jan-2019)		Upon request
IT Executives ¹ Renewing Subscriber ⁶ (before 01-Jan-2014)		
IT Executives CIO Signature	Single License	139,104
CIO Signature Additional Delegate Add-on	Single License	65,417
IT Executives CIO	Single License	127,456
IT Executives CIO	Multi License	113,425
IT Executives CIO Essentials	Single License	85,340
IT Executives CIO Essentials	Multi License	76,328
Enterprise IT Leaders Individual Access ¹ Renewing Subscriber ⁶ (before 01-Jan-2023)		
Individual Access ¹	Single License	90,734
Individual Access ¹	Multi License	76,106

Gartner RAS Subscriptions	Year 2025
Add-On for Executive Programs, Enterprise IT, and Supply Chain Leaders	
Executive Programs - Two Additional Meetings Add-on	29,584
Enterprise IT Leaders - Two Additional Meetings Add-on	24,771

FA000119 version 2025-01-27

Product Availability

The availability of products may change; check with your Gartner account executive before purchasing. Should a product listed herein be no longer available for new license purchases, Gartner will notify client of the change or provide an amended price list designating such product as renewal only or for renewing subscriber. For products not listed herein, Gartner may offer to an eligible client rates consistent with the then-current Gartner Public Sector pricing plus any applicable administrative fees for the service(s) ordered or rates consistent with a similar product listed herein as a substitution provided the product has the same license type and pricing. Check with your Gartner account executive before purchasing.

Product Description

The service description for each product is provided as a hyperlink in blue font in the product name.

Purchasing Guidelines

¹ “Single License” applies to a buying center that has one individual license; “Multi License” applies to a buying center that has at least two qualifying licenses within the same agency or named client. To qualify for Multi License 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 License pricing qualification.

² Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Certain team solutions are Limited Availability services as indicated in the pricing table. A maximum of one (1) Leader and three (3) to ten (10) Members per team unless otherwise indicated in the list above. A minimum of three (3) Advisor and/or Cross Function team member licenses required per Enterprise IT Leadership Leader and per Partner license. All licenses in a Team must be coterminous and of the same team type. For example, a Team Plus configuration may only contain Team Plus licenses and cannot include other types of team licenses such as Team Plus with Industry, Team (non-Plus), etc. Team solutions with Industry Advisory Services is for one industry and all licenses in the team must purchase access to the same industry.

Product specific team solution guidelines:

Executive Programs v2 Team:

- CIO Guided Member, CIO Guided Leader Member, Partner Member, and Partner Leader Member require an Executive Programs v2 Guided Team Guided Team Leader. CIO and Partner Leader Member licenses requires Executive Programs v2 Extended Team Advisor or Cross Function Members.
- Role-based (CDAO, CISO, Software Engineering Leaders, etc.) Leader Member licenses requires EXP v2 Extended Team Members with the same role-based domain and the same guided or self-directed designation. Other roles may be available. Contact Gartner account representative for availability.

Executive Programs Leadership Team Plus and Gartner for CIOs Team Plus:

- IT Executive Team Leader, Delegate Team Leader, and Advisor Team Leader require Gartner for IT Leadership Team Plus Team Members.
- Partner Team Leader requires three Gartner for Enterprise IT Leadership Team Plus Advisor and/or Cross Function Team Members before other Team Member licenses can be added.

Executive Programs Leadership Team:

- IT Executive Team Leader, Delegate Team Leader, and Advisor Team Leader require Gartner for IT Leadership Team Members.
- Partner Team Leader requires three Gartner for Enterprise IT Leadership Team Advisor and/or Cross Function Team Members before other Team Member licenses can be added.

Gartner for Chief Financial Officers Team:

- Advisor Team Leader requires Gartner for Finance Leaders Team Members.

Gartner for Chief Human Resources Officers Team:

- Advisor Team Leader requires Gartner for Human Resources Leaders Team Members.

Gartner for Chief Marketing Officers Team:

- Advisor Team Leader requires Gartner for Marketing Leaders Team Members.

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

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

⁵ Technical Professionals Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Each Technical Professionals Team consists of one (1) Team Leader and four (4) Team Member coterminous licenses. Up to six (6) additional Team Members may be added for a maximum total of ten (10) Team Members per Team Leader.

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

⁷ Ticket prices apply to orders received by December 31st of the year indicated for the start of each term. For example, ticket prices for Year 2025 applies to orders received on or before December 31, 2025. Future ticket prices have not been released; please check with account representatives for future pricing at the time of purchase.

⁸ Higher Education products are only available to eligible public and not-for-profit Higher Education colleges or universities with undergraduate students pursuing two-year associate or four-year baccalaureate degrees in information technology. A Core IT Research Reference for Higher Education license is for one designated, student campus based on the total full-time equivalent (FTE) student enrollment of the college or university, as assessed at the time of purchase. Purchasing prerequisites apply. Check with Sales representatives before purchasing. Technical Professionals for Higher Education is only available to IT staff of the designated college or university.