



INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION  
111 NW 1<sup>ST</sup> Street • Suite 1300  
Miami, Florida 33128 – 1974  
Telephone 305-375-5289  
Fax 305-375-4407 or 305-372-6128

August 25, 2016

Angie Russo, Account Executive  
Gartner - Public Sector  
12600 Gateway Blvd.  
Ft Myers FL 33913-8006

Re: Kansas Department of Administration Contract No. 35945

Dear Ms. Russo,

Miami-Dade County has elected to access the above referenced contract for the purpose of obtaining Research Assistance Services provided by Gartner, Inc. Prior to requesting approval, the County requires your firm's compliance with the County requirements listed in the attached pages. Unless otherwise noted herein, Gartner shall fully comply with the terms and conditions of Contract No.35945, including the completion of all Contractor's Duties outlined therein.

Please review the attached documents, complete the Acknowledgement of Miami-Dade County Requirements and return the form to my attention. Don't hesitate to contact Ms. Margaret Brown at [mwater@miamidade.gov](mailto:mwater@miamidade.gov), or at 305-375-4914, if you have any questions or need assistance with this matter.

Respectfully,

Beth Goldsmith  
Procurement Contracting Manager  
Internal Services Department  
Procurement Management Services Division  
111 NW 1 Street, Suite 1300  
Miami, FL 33128

Attachment



The following is a summary of additional requirements applicable to the referenced contract:

- **Miami-Dade County Vendor Registration/ Business Entity Registration Application**

Effective September 15, 2014, to be recommended for award, the County requires that vendors complete a Miami-Dade County Vendor Registration via PMS' online Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. The vendor must have the following documents prior to registration: Miami-Dade County Local Tax Receipt (for firms with a physical location within Miami-Dade County), Certificate of Incorporation, W-9, IRS Letter 147C and an Original Notarized Summary Page. During the online registration process, the vendor shall complete the County's Uniform Affidavit Packet (Affidavit Form). In order to complete the online registration process, the vendor shall mail the Original Notarized Summary Page within 48 hours of registering to the Vendor Services Section at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128 for approval. Vendors may contact the Vendor Services Unit at 305-375-5773 for assistance.

- **Independent Private Sector Inspector General (IG) Requirements**

Pursuant to A.O. 3-20, the County has the right to retain the services of an independent private sector inspector general (IPSIG). Upon written notice from the County, the Vendor shall make available to the IPSIG retained by the County all requested records and documents for inspection and copying. The terms of this provision apply to the bidder, its offices, agents and employees. Nothing contained in this provision shall impair any independent right of the County to audit or investigate the operations, activities and performance of the Vendor in connection with this contract. The terms of this provision are neither intended, nor shall they be construed, to impose any liability on the County by the Vendor or third parties.

Pursuant to Ordinance 97-215 Miami-Dade County has established the Office of Inspector General, which is required to perform mandatory random audits on all County contracts throughout the duration of each contract. The cost of the audit for this contract shall be  $\frac{1}{4}$  of 1% of the total contract amount which cost the (Contractor/Vendor/Consultant) agrees is included in the total contract amount. The audit cost will be deducted by the County from progress payments to the (Contractor/Vendor/Consultant). The audit cost shall also be included in all change orders to this contract and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The inspector general is empowered to analyze the necessity of and reasonableness of proposed change orders to the contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/Vendor/Consultant), its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon 14 days prior written notice to (Contractor/Vendor/Consultant) from the Inspector General or IPSIG retained by the Inspector General, the (Contractor/Vendor/Consultant) shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and

copy all documents and records in the (Contractor's/Vendor's/Consultant's) possession, custody or control which, in the Inspector General's or IPSIG's sole judgement, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personal records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of the contract.

Nothing in this contract shall impair any independent right to the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor/Vendor/Consultant) or third parties.

- **Indemnification and Insurance**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County  
111 N.W. 1st Street  
Suite 1300  
Miami, Florida 33128-1974

- **Payment Terms**

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts (if properly retained) which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County  
Information Technology Department  
5680 SW 87th Ave  
Miami FL 33173

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

- **First Source Hiring Referral Program (FSHRP)**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the successful Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

- **Public Records and Contracts for Goods and Services Performed on behalf of a Public Agency**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor shall comply with the state of FL Public Records Law including s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

**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 (305) 375-5773, [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128**

Our firm acknowledges and accepts the following Miami-Dade County requirements:

- Miami-Dade County Vendors Registration
- Independent Private Sector Inspector General (IG), pursuant to the Miami-Dade County Code Section 2-1076.
- Indemnification and Insurance, as detailed in the preceding pages.
- First Source Hiring Referral Program (FSHRP)
- Public Records Requirements

Maria Heygate

Sr. Contracts Specialist

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Print Name

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Title

DocuSigned by:  
*Maria Heygate*  
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August 30, 2016

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date