Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: DocuSign Licenses

Requested Action and Justification:

Request approval to increase the award with Carahsoft Technology Corporation by $298,111.46 for the addition of the DocuSign Contract Lifecycle Management (CLM) module. Total revised not-to-exceed award amount will be $922,780.05. Also request approval to extend the contract expiration date by one year. Revised expiration will be September 30, 2027.

This award will be executed by contract amendment through the Office of General Counsel and processed via Purchase Order.

Supplier:	Carahsoft Technology Corporation	**Basis of Award:**	N/A	**BID Opening Date:**	

POA #:	70950-24	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	N/A PSC-0348 24	**Contract #:**	70950-24	**Contract ADM #:**	5
Term:	2 years	**Options:**	0	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	N/A
Licenses Verified:	N/A	**JSEB %:**	N/A
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	53101	**Center:**	113001	**Acct:**	531180	**Proj:**	00000000	**Activity:**	00000000	$ 298,111.46
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 922,780.05	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	TSOD:OFFICE OF THE DIRECTOR			
Concurrence:	Signed by: Eggemann, Paul. 520B23B973D48C...	**Title:**	ASST INFO TECH OFFICER - ENTERPRISE APPLICATIONS MANAGER	5/1/2026
Concurrence:	Signed by: Thomas Ossi 3A0D4A0D177419...	**Title:**	ASST INFO TECH OFFICER - TECHNOLOGY CONTRACT AND RECORDS MGR	5/1/2026
Concurrence:	F3E522F095434F5...	**Title:**	DIRECTOR OF TECHNOLOGY SOLUTIONS	5/1/2026
Concurrence:		**Title:**		

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 309A036BE9B74A5...	**Chief of Procurement:**	Signed by: B10F1D517352456...	5/5/2026
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman	

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

carahsoft

CARAHSOFT'S CHANGE ORDER ID 62668197 FOR:

City of Jacksonville

Thursday
April 30th, 2026

SOLUTION PROVIDED BY

docusign™

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT.COM

CHANGE ORDER

AGREED AND ACCEPTED.

City of Jacksonville		**Carahsoft Technology Corporation**	
117 W Duval St Ste 400 Jacksonville, FL 32202-3700 United States		11493 Sunset Hills Rd Reston, VA 20190 United States	
Signature		**Signature**	
Name		**Name**	
Title		**Title**	
Date		**Date**	
		Initials	

Quote Number	Q- 62668197
Change Order Opp ID	4155533
Change Order #	Q- 62668197 - 1
Original Quote Number	Q- 58231235
Original Opp ID	4026493
Project Name	CO 1
Change Order Estimated Start Date	May 15, 2026 This date is an estimate only and is subject to change based on contract signature and resource availability.
Change Order Expiration Date	May 14, 2027
Purchase Order Required?	
Purchase Order Number	
Prepared By	Kylie Price

This Change Order is an addendum to the Services described in the initial Statement of Work referenced above. If a Purchase Order exists for the original services contract referenced above, please ensure funding as well as the expiration date of the Purchase Order is adjusted to align with the expiration date specified by this Change Order. If that is not possible, please provide Docusign with a new Purchase Order as part of the signature process.

1. Changes are as follows:

1.1 Fees

No other changes to Payment Terms and Conditions with the exception of Fees as described below (in addition to the Fees outlined in the SOW):

Change Order Fee Table

Service Description	Billing Type	Estimated Start Date	Estimated End Date	Quantity	List Price	Net Price	Total Amount (USD)
Custom Engagement - Per Hour - (DSI-0000372)	Services are provided on a time and materials basis, billed	February 23, 2026	February 22, 2027	296	275.00	$229.33	$67,881.68

	monthly in arrears.						
Total Services & Expense Estimate (PO Amount Required, Excluding Tax)							$67,881.68

All other terms and conditions of the original Statement of Work still apply other than outlined above.

Bill To Address	Customer Billing Contact	Ship To Address
117 W Duval St Ste 400 Jacksonville, FL 32202-3700 United States	Name: Paul Freeman Email: pfreeman@coj.net Phone: 904-630-1776	117 W Duval St Ste 400 Jacksonville, FL 32202-3700 United States

1.2 Scope & Deliverables – this Change Order represents completing the scope from the original SOW ("Proof of Concept" project) as well as implementing five (5) additional templates, to be agreed upon and determined by City of Jacksonville, and 40 hours of Digital Transformation Consultant services to support in broader Docusign-initiatives (this may include Remote Online Notary and/or IAM support). The scope, deliverables, and assumptions from the original SOW and corresponding executed Business Requirements Document (BRD) dated September 10, 2025, are still applicable with this Change Order:

1.2.1 Completion of CLM "Proof of Concept" Project:

1.2.2 Templates in scope:

1.2.2.1 Grants (1 template) – configuration completed, has not been tested/refined.

1.2.2.2 Contracts (1 template) – configuration and testing completed.

1.2.2.3 Up to five (5) additional document generation templates, with <50 fields per template

1.2.2.3.1 During the Doc Gen process, the information provided can be saved as attributes to the document. This data can be used to drive automation workflow steps.

1.2.2.3.2 All templates will use the same workflow as currently configured; any changes to the workflow may require additional hours

1.2.2.4 Includes hours for discovery and design of templates prior to configuration.

1.2.3 Test – limited to Grants template and the five (5) additional templates in scope per section 1.2.1.3. The Contracts template previously in scope has completed the UAT process. It is assumed as part of testing that no additional workflow configuration will be required to take all templates live. If configuration changes are required Docusign will assess against remaining budget what may be feasible and may recommend a change order if needed.

1.2.3.1 Unit & QA Testing

1.2.3.2 End-to-End & System Testing - Docusign will conduct system testing of all code and configuration against the defined requirements and design.

1.2.3.3 User Acceptance Testing (UAT) Support – Customer is responsible for identifying resources to conduct UAT testing.

1.2.3.4 Final Demo – At the conclusion of UAT a final demo of the solution shall be given to Customer stakeholders.

1.2.4 Knowledge Transfer:

1.2.4.1 Administrator Knowledge Transfer

1.2.4.2 Docusign will create and deliver a deck as part of these knowledge transfer sessions

1.2.5 Solutions Knowledge Transfer

1.2.5.1 Docusign will create a Solution Design Document as part of these knowledge transfer sessions

1.2.5.2 Session(s) dedicated to walking through configured solution including workflow design

1.2.6 Deploy & Closure:

1.2.6.1 Includes:

1.2.6.1.1 Deployment planning support

1.2.6.1.2 Deployment support

1.2.6.1.3 Go-Live support

1.2.6.1.4 Technical Support Handoff

1.2.6.2 Includes:

1.2.6.2.1 2 weeks of post Go-Live support

1.2.6.2.2 Meetings during the post-production period to provide fixes or updates for issues triaged as defects/bugs. The term Defect or Bug shall mean any defect in the material or workmanship of the Project that materially affects the Project's capability to perform in accordance with the agreed specifications included in the Business Requirements Document.

1.2.7 Project Deliverables

Deliverables	Description
Solution Design Document	The Solution Design Document will be provided to Customer as part of the Solutions knowledge transfer that Docusign will conduct. This deck and walk-through will focus on the solution built as part of this SOW only.
Administrator Knowledge Transfer Deck	The administrator knowledge transfer deck will be provided to Customer as part of the Admin knowledge transfer that Docusign will conduct. This deck and walk-through will focus on the solution built as part of this SOW only.
Deployment from Sandbox to Production	Docusign will assist customer with deploying the customized solution built as part of this SOW into a Production environment.
Support Handoff Document	Docusign will create a handoff document that will outline the customized solution built as part of this SOW and it will be distributed to the Docusign Technical Support team.

1.2.6 Custom Enablement (up to 48 hours)

1.2.6.1 Docusign will partner with Customer on deliverables for end user training - could be mix of the following:

1.2.6.1.1 In-Depth training guides

1.2.6.1.2 Job aids/"one-pagers" for "Approvers"

1.2.6.1.3 Virtual/Recorded training sessions

1.2.6.1.4 Office hours

1.2.7 Managed Services – if any hours remain, City of Jacksonville may identify and prioritize any areas for enhancements/changes that they wish to make in the configuration. Docusign will provide City of Jacksonville with estimated hours for any requested changes.

1.2.8 Forty (40) hours of Digital Transformation Consultant (DTC) services

1.2.8.1 Identifying, prioritizing, developing, and deploying use cases across customer's organization by: building a "roadmap to success" based on identified and prioritized use cases (i.e. RON or IAM use cases)

1.2.8.2 Advising on proof of concepts that showcase new approaches to utilizing DocuSign

1.2.8.3 Determining each use case's requirements for successful implementation

1.2.8.4 Assisting Customer with implementation of identified and prioritized use cases by introducing DocuSign SMEs, including technical and administrative requirements

1.2.8.5 Collaborating with Customer Project Manager(s) to identify stakeholders and form teams for complete individual site or business unit implementations

1.2.8.6 Managing and resolving scope-expanding topics such as customizations, enhancement requests, and implementation issues

1.2.9 This Change Order extends the end date of any remaining hours from the original SOW to May 14, 2027.

Government - Price Quotation

Docusign Government at Carahsoft

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Paul Freeman
Enterprise Application Manager
City of Jacksonville
117 W Duval St
Ste 375
Jacksonville, FL 32202 USA

EMAIL: pfreeman@coj.net

PHONE: (904) 630-1776

FROM: Kylie Price
Docusign Government at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Kylie.Price@carahsoft.com

PHONE: (571) 662-3376

TERMS:
Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472
Contract Term: 08/01/2017 to 09/30/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	62668197
QUOTE DATE:	02/11/2026
QUOTE EXPIRES:	05/15/2026
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$67,881.68
TOTAL QUOTE:	$67,881.68

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	DSI-0000372-491	Custom Engagement - Per Hour DocuSign, Inc. - DSI-0000372 Start Date: 05/15/2026 End Date: 01/11/2027		$229.33 COOP	296	$67,881.68

SUBTOTAL:	$67,881.68
TOTAL PRICE:	**$67,881.68**
TOTAL QUOTE:	**$67,881.68**

Customer must reference Carahsoft Quote #62668197 and the NASPO Cloud Solutions - FL: 43230000-NASPO-16-ACS Contract on the Purchase Order.

Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for DocuSign will be governed by the terms and conditions of the Carahsoft Docusign Service Agreement copies of which are found at https://static.carahsoft.com/concrete/files/2616/5962/5258/DocuSign_Master_Services_Agreement_fo_Public_Sector.pdf and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Should the customer purchase any version of DocuSign's IL-4 licensing the below terms will apply.

Reference the Memorandum previously provided to DISA Authorizing Official (dated October 22, 2023) detailing the Provisional Authorization (PA) granted by DISA, exceptions to/exclusions from the PA, and conditions DocuSign is required to meet in order to maintain the PA for U.S. Department of Defense Impact Level 4 (DoD/IL-4). Customer agrees:
- not to use DocuSign DoD/IL-4 in production without a BCAP connection (or DISA approval);
- not to process, store or transmit IL-4 production data without a BCAP connection to NIPRnet; o not to use DocuSign DoD/IL-4 to connect to any DocuSign services or applications via an unauthorized endpoint outside of the NIPRnet or non-BCAP connections;
- Customer is responsible for any Customer Data sent to third party applications (regardless of whether such third-party applications are IL-4 certified);
Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.

Government - Price Quotation

Docusign Government at Carahsoft

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Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
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TO: Paul Freeman
Enterprise Application Manager
City of Jacksonville
117 W Duval St
Ste 375
Jacksonville, FL 32202 USA

EMAIL: pfreeman@coj.net

PHONE: (904) 630-1776

FROM: Kylie Price
Docusign Government at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Kylie.Price@carahsoft.com

PHONE: (571) 662-3376

TERMS:
Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472
Contract Term: 08/01/2017 to 09/30/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	63929304
QUOTE DATE:	03/30/2026
QUOTE EXPIRES:	05/15/2026
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$230,229.78
TOTAL QUOTE:	$230,229.78

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	-	QTY	EXTENDED PRICE
1	DSI-0000790-491	Enterprise Pro to IAM Enterprise Transition - Full User DocuSign, Inc. - DSI-0000790 Start Date: 05/15/2026 End Date: 01/11/2027	$189.60	COOP	200	$37,920.00
2	DSI-0000793-491	Navigator Agreements - 500 One Time per user DocuSign, Inc. - DSI-0000793 Start Date: 05/15/2026 End Date: 01/11/2027	$0.00	COOP	1,000,000	$0.00
3	DSI-0000148-491	Enterprise Premier Support 22% of Recurring Fees (22% of List Price per $100 of List License Fees). Annual DocuSign, Inc. - DSI-0000148 Start Date: 05/15/2026 End Date: 01/11/2027	$39,574.57	COOP	1	$39,574.57
4	DSI-0000586-491	DocuSign CLM - Standard User - Seat Sub.(Annual) DocuSign, Inc. - DSI-0000586 Start Date: 05/15/2026 End Date: 01/11/2027	$283.2517	COOP	150	$42,487.76
5	DSI-0000582-491	DocuSign CLM - Full Seat Subs. DocuSign, Inc. - DSI-0000582 Start Date: 05/15/2026 End Date: 01/11/2027	$606.9675	COOP	5	$3,034.84
6	DSI-0000658-491	DocuSign Notary for RON - Per Notarized Signer DocuSign, Inc. - DSI-0000658 Start Date: 05/15/2026 End Date: 01/11/2027	$6.5009	COOP	12,000	$78,010.80
7	DSI-0000589-491	DocuSign CLM UAT Sandbox 20% Net DocuSign, Inc. - DSI-0000589 Start Date: 05/15/2026 End Date: 01/11/2027	$3,641.81	COOP	1	$3,641.81
8	DSI-0000761-491	Automation Sends - Additional transactions DocuSign, Inc. - DSI-0000761 Start Date: 05/15/2026 End Date: 01/11/2027	$2.13	COOP	12,000	$25,560.00

SUBTOTAL: $230,229.78

TOTAL PRICE: **$230,229.78**

TOTAL QUOTE: **$230,229.78**

Government - Price Quotation

Docusign Government at Carahsoft

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Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
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Customer must reference Carahsoft Quote #63929304 and the NASPO Cloud Solutions - FL: 43230000-NASPO-16-ACS Contract on the Purchase Order.

Overage/Usage Fees

DocuSign Notary for RON - Per Notarized Signer: $26.56

Automation Sends - Additional Transactions: $5.31

Order Special Terms

Notwithstanding any terms to the contrary in the Agreement including the AI Attachment or the Terms & Conditions section of this Order Form, Customer does not consent to their Customer Data being used for AI Training.

Terms & Conditions

For clarity, for customers who purchase an eSignature to IAM Transition SKU, the Service Schedule for Docusign IAM applies in addition to the Service Schedule for Docusign eSignature, and the AI Attachment for Docusign Services also applies.

Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for DocuSign will be governed by the terms and conditions of the Carahsoft Docusign Service Agreement copies of which are found at https://static.carahsoft.com/concrete/files/2616/5962/5258/DocuSign_Master_Services_Agreement_fo_Public_Sector.pdf and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Should the customer purchase any version of DocuSign's IL-4 licensing the below terms will apply.

Reference the Memorandum previously provided to DISA Authorizing Official (dated October 22, 2023) detailing the Provisional Authorization (PA) granted by DISA, exceptions to/exclusions from the PA, and conditions DocuSign is required to meet in order to maintain the PA for U.S. Department of Defense Impact Level 4 (DoD/IL-4). Customer agrees:
- not to use DocuSign DoD/IL-4 in production without a BCAP connection (or DISA approval);
- not to process, store or transmit IL-4 production data without a BCAP connection to NIPRnet; o not to use DocuSign DoD/IL-4 to connect to any DocuSign services or applications via an unauthorized endpoint outside of the NIPRnet or non-BCAP connections;
- Customer is responsible for any Customer Data sent to third party applications (regardless of whether such third-party applications are IL-4 certified);
Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

AMENDMENT NO.: 2 - Renewal
Alternate Contract Source No.: 43230000-NASPO-16-ACS
Alternate Contract Source Name: Cloud Solutions

This Amendment No. 2 ("Amendment") effective as of October 1, 2020, to the Cloud Solutions Agreement, Contract No. 43230000-NASPO-16-ACS ("ACS" or "Contract") is made by and between the State of Florida, Department of Management Services ("Department"), and Carahsoft ("Contractor"), collectively referred to herein as the "Parties," is effective upon execution by both Parties. All capitalized terms used herein have the meaning assigned to them in the ACS unless otherwise defined herein.

WHEREAS the ACS was entered into by the Parties on July 31, 2017, to continue through September 30, 2020, for the provision of Cloud Solutions, pursuant to State of Utah Master Agreement No. AR2472;

WHEREAS the Parties agreed that the ACS may be amended by mutual agreement as provided in Section 6., "Amendments," of the ACS; and

WHEREAS the Parties agreed that the ACS may be renewed as provided in Section 2, "Renewal," of the ACS.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. ACS Amendment. The ACS is amended to replace Exhibit A: Florida General Contract Conditions in its entirety with Exhibit D: Special Contract Conditions. Any and all references in the ACS to terms and conditions are hereby replaced with the attached Exhibit D: Special Contract Conditions, which are incorporated into the ACS by reference herein.

II. ACS Amendment. The ACS is amended to replace Exhibit B: Florida Special Contract Conditions in its entirety with Exhibit C: Additional Special Contract Conditions, which are incorporated into the ACS by reference herein.

III. ACS Renewal. The ACS is hereby renewed for a period of six (6) years, with a new expiration date of September 30, 2026, under the same terms and conditions, except as amended herein.

IV. 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.

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

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 2 - Renewal
Alternate Contract Source No.: 43230000-NASPO-16-ACS
Alternate Contract Source Name: Cloud Solutions

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

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

State of Florida:
Department of Management Services

DocuSigned by:
By: 16B191447D2C4C0...
Name: Patrick Gillespie
Title: Deputy Secretary

Date: 9/22/2020 | 4:45 PM EDT

Contractor:
Carahsoft

DocuSigned by:
By: E8E3074F3374472...
Name: Colby Bender
Title: Contracts Team Lead

Date: 9/22/2020 | 4:38 PM EDT

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

Department of MANAGEMENT SERVICES
We serve those who serve Florida

ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit C

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Department's Contract as modified and supplemented by the Special Contract Conditions and these Additional Special Contract Conditions.

Contractor acknowledges that the Participating State is an agency of the State of Florida and as such, the Contract will include the terms and conditions in these Additional Special Contract Conditions. All references to the Contract in these Additional Special Contract Conditions include the terms and conditions herein.

A. Information Technology Standard: Pursuant to section 282.0051 and 282.318, F.S. the Department is to establish standards for the implementation and management of information technology resources. Contractor agrees to cooperate with the Department and Customer in furtherance of efforts to comply with the standards, established in Rule Title 60GG, F.A.C., as applicable.

B. Annual Certification: At the request of the Department or the Customer, the Contractor will submit an annual certification demonstrating compliance with the Warranty of Security in accordance with the standards established in Rule Title 60GG, F.A.C.

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

D. E-Verify: The following language replaces Section 13.2, E-Verify, of the Special Contract Conditions:

> The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract (Amendment), the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.
>
> This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not

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be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

E. Contractor and Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department because of any failure of a subcontractor, reseller, distributor, or dealer. The Contract terms are applicable to subcontractors, resellers, distributors, and dealers and shall apply to the Contractor's Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers providing commodities and performing services in furtherance of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

F. Purchases Prerequisites: Before fulfilling any Customer purchases and receiving payment, the Contractor and applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers must have met the following requirements, unless further notated below:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com) *only required by applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers if receiving payment.
- Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com) *only required by applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers if receiving payment.

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

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This

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transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

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

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

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

H. Contract Reporting: The Contractor shall provide the following reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30). The Contractor's first Quarterly Sales Report will be due 30 calendar days after the first full quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at FL DMS Quarterly Sales Report Form. The report shall include all Customer sales received and associated with this Contract during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated, or the Department may choose to not renew the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer, spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority

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code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

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

4) MFMP Transaction Fee Reports. The Contractor shall submit monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located on the Transaction Fee and Reporting website. Assistance with the transaction fee reporting system is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

I. Financial Consequences: The following financial consequences will apply for the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month or quarter, respectively, thereafter.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Financial Consequences Chart

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

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 30 calendar days after close of the period
Quarter 2 - (October-December) – due 30 calendar days after close of the period
Quarter 3 - (January-March) – due 30 calendar days after close of the period
Quarter 4 - (April-June) – due 30 calendar days after close of the period

<u>The Department may not consider renewal of a Contract or price adjustments if the Contractor is late on submitting required reports or for outstanding fees owed.</u>

J. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:
   a. Contract compliance
   b. Savings report (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the Contract.

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Exhibit D

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), 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 the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

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

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

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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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:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 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 sufficient detail 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 and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

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.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

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

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department 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 all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner 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 identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If 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 identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If 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.

4.5.1 Office of Supplier Diversity.
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.

4.5.2 Diversity Reporting.
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 agency purchasing under the Contract.

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://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 https://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. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

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 all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, 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 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 Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

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 the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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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 State of Florida and are not entitled to State of Florida benefits. The Department and Customer 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 its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 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.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

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

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

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6.7 Time is of the Essence.
Time is of the essence regarding 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.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' 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 and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional 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.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold 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 Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the 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.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer 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 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 the Contractor under any contract with the State.

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE 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 Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
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 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. The 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.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that 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 through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
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 through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and 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 the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

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's 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 to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 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 is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer 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 or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or 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.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, 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.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created 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 and the Department 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 the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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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, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer 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. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use 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;

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

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services 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. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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ADMINISTRATIVE AWARD
BID No.: POA-70950-24

DESCRIPTION OF GOODS/SERVICES: Recommend approval to Piggyback State of Florida Contract No. 43230000-NASPO-16-ACS with Carahsoft Technology Corporation for DocuSign eSignature Enterprise Pro Edition licenses and support approved on July 31, 2017. The period of service will be from date of contract execution through November 29, 2024. The estimated annual expenditure amount not-to-exceed $29,000.00.

Funding Source: 53106.113002.565091.010785.00000000.00000.0000000 to be executed by formal contract through the Office of General Counsel and processed via Contract Purchase Agreement and processed by individual Purchase Order Releases

FOR AGENCY/DEPARTMENT: Information Technologies Division

REQUISITION NUMBER: FAIT-500984-24

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

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
In accordance with Piggyback, Sec.126.211.

RECOMMEND AWARD TO: Carahsoft Technology Corporation

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

PRICE: $29,000.00 **TERMS:** Net 30

REASON FOR NOT ACCEPTING LOW BID: N/A

John Hernandez /Buyer
12/6/2023
Date

Manager of Purchasing Services
12/6/23
Date

APPROVAL:

Dustin Freeman, Chief, Procurement Division **Date** 12/7/2023

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

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SUBJECT: Piggyback State of Florida Contract # 43230000-NASPO-16-ACS with Carahsoft for DocuSign Licenses

BID #: PSC-0348-24 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DECEMBER 7, 2023 THRU NOVEMBER 29, 2024

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED**: N/A **OTHER**: N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Administrative Award, Bid No. POA-70950-24 was awarded on December 7, 2023 to piggyback State of Florida Contract # 43230000-NASPO-16-ACS in the not-to-exceed amount of $29,000.00 to Carahsoft Technology Corporation for DocuSign eSignature licensure.

Recommend approval to increase and amend the contract (AMD #1) with Carahsoft Technology Corporation in the amount of $119,581.44 for additional DocuSign Platform Edition Enterprise Pro Edition licenses, envelopes and Enterprise Premier eSign support and implementation services. Total expenditure not-to-exceed $148,581.41.

FUNDING SOURCES: 53106.113002.565091.010785.00000000.00000.0000000, to be executed by formal contract through Office of General Counsel and process by purchase order(s).

ATTACHMENTS: Agency Letter, Vendor Quote, Previous Award, Contract

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Corey Sidlo DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 2/8/2024

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 2/12/2024

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

SUBJECT: Piggyback State of Florida Contract # 43230000-NASPO-16-ACS with Carahsoft for DocuSign Licenses

BID #: PSC-0348-24 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DECEMBER 7, 2023 THRU NOVEMBER 25, 2025

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED**: N/A **OTHER**: N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to change the term of the award with Carahsoft Technology Corporation ending November 29, 2024, to extend through February 25, 2025. This request is to align the Carahsoft Statement of Work Quote Number 42699460 with the term of the DocuSign licenses. Total expenditure not-to-exceed remains at $148,581.41.

FUNDING SOURCES: 53106.113002.565091.000636.00000000.00000.0000000, to be executed by formal contract (AMD #2) through Office of General Counsel and process by purchase order(s).

ATTACHMENTS: Agency Letter, Vendor Quote, Previous Award, Contract

ANALYST: for Corey Sidlo **RESPECTFULLY SUBMITTED**

DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 2/22/2024

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 2/27/2024

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

SUBJECT: Piggyback State of Florida Contract # 43230000-NASPO-16-ACS with Carahsoft for DocuSign Licenses

BID #: PSC-0348-24 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DECEMBER 7, 2023 THRU NOVEMBER 25, 2025

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED**: N/A **OTHER**: N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to change the term of the award with Carahsoft Technology Corporation by extending the award to match the underlying piggyback contract and increase the amount by $136,087.18. Period of extension is February 26, 2025, through September 30, 2026. Total expenditure not-to-exceed $284,668.59.

FUNDING SOURCES: 53106.113002.565091.000636.00000000.00000.0000000, to be executed by formal contract (AMD #3) through Office of General Counsel and process by purchase order(s).

ATTACHMENTS: Agency Letter, Supplier Quote, Previous Award, Contract

ANALYST: _____ Corey Sidlo

RESPECTFULLY SUBMITTED _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 4/25/24

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 4/28/24

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Exemption 5, Piggyback Contracts

Goods and/or Services: PSC-0348-24 Piggyback State of Florida Contract for DocuSign Licenses

Requested Action and Justification:

Request approval to increase the award to Carahsoft Technology Corporation under PSC-0348-24 Piggyback State of Florida Contract No. 43230000-NASPO-16-ACS by $140,000.00 (contract #70950-24, amendment #3) for the continued use of DocuSign Licenses. Total revised not-to-exceed award amount will be $424,668.59.

Supplier:	Carahsoft Technology Corp.	**Basis of Award:**	N/A	**BID Opening Date:**	

POA #:	70950-24	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	N/A PSC-0348 24	**Contract #:**	70950-24	**Contract Amd #:**	3
Term:	1 year	**Options:**	0	**Options Used:**	

Federally Funded:	No	**JSEB Rec:**	N/A	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	N/A	**JSEB %:**	N/A		

Fund:	53101	**Center:**	113001	**Acct:**	546620	**Proj:**	00000000	**Activity:**	00000000	$ 140,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$424,668.59	**Contingent Amt:**	0.00	**DMP/ODPO Amt:**	0.00

Using Agency/BU:	AFIT:INFORMATION_TECHNOLOGIES			
Concurrence:	DocuSigned by: Mamta Gupta D2104A12EBCF4B5...	**Title:**	ASST INFO TECH OFFICER - APPLICATIONS DEV PROJECT MANAGER	1/7/2025
Concurrence:	Kelley, Neal 5A0A2C4...	**Title:**	ASST INFO TECH OFFICER - IT MANAGER - FINANCE	1/8/2025
Concurrence:	B3B297BEAC5E419...	**Title:**	DIRECTOR OF TECHNOLOGY SOLUTIONS	1/8/2025
Concurrence:	F3E522F095434F5...	**Title:**		

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 70B617A4277F4E...	**Chief of Procurement:**	DocuSigned by: B19F1D517352468... 1/14/2025
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	DocuSigned by: Karen Bowling 1C34E1215562481... DS Karen Bowling Chief Administrative Officer For: Mayor Donna Deegan Under Authority Of: Executive Order No: 2023-02
Date:	1/16/2025	**Date:**	1/16/2025

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: PSC-0348-24 Piggyback SOF Contract No. 43230000-NASPO-16-ACS for DocuSign Licenses

Requested Action and Justification:

Request approval to increase contract with Carahsoft Technology Corporation by $200,000.00, in order to renew the software subscriptions for ServiceNow and Kaseware Case Management for 2025. The total revised not-to-exceed award amount will be $624,668.59. The term will remain unchanged with an expiration date of September 30, 2026.

This award will be executed by contract amendment # 4 through the Office of General Counsel and processed via individual Purchase Orders.

The funding codes will vary depending on the software platform.

Supplier:	Carahsoft Technology Corporation	**Basis of Award:**	N/A	**BID Opening Date:**	05/01/2025

POA #:	70950-24	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	N/A PSC-0348 24	**Contract #:**	70950-24	**Contract Amd #:**	4
Term:	2 years	**Options:**	0	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	N/A	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	N/A	**JSEB %:**	N/A		

Fund:	00000	**Center:**	000000	**Acct:**	000000	**Proj:**	00000000	**Activity:**	00000000	$	200,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	

New NTE/GMP:	$ 624,668.59	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	TSOD:OFFICE_OF_THE_DIRECTOR			
Concurrence:	Signed by: Elizabeth Brown 4A9D9B5D4454E9...	**Title:**	ASST INFO TECH OFFICER - TECHNOLOGY INFRASTRUCTURE MANAGER	4/25/2025
Concurrence:	Nihad Kelec	**Title:**	ASST INFO TECH OFFICER - IT MANAGER - FINANCE	4/25/2025
Concurrence:	Signed by: E2D1FDB4B0C4D0...	**Title:**	DIRECTOR OF TECHNOLOGY SOLUTIONS	4/26/2025
Concurrence:	F3E522F095434F5...	**Title:**		

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 70B617A4D77F4E...	**Chief of Procurement:**	DocuSigned by: B19F1D517352458... 4/29/2025
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	DocuSigned by: Karen Bowling 1C34E121562481...
Date:	5/1/2025	**Date:**	5/1/2025

DS
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: 9DD23A6E-09C0-4B92-A9E4-AAEC2EA99E6F

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: ADMIN Award Request: Exemption 126.108 (e), Piggyback Contracts

Goods and/or Services: DocuSign CLM

Requested Action and Justification:

Request approval to amend Piggyback Contract # 70950-24 with Carahsoft Technology Corporation to add below SKUs from the State of Florida Contract #43230000-NASPO-16-ACS (NASPO Contract #AR2472) for DocuSign CLM (contract lifecycle management solutions).

- Docusign CLM - Full Seat Subscription | DSI-0000582-491
- Docusign CLM - Standard User Seat Subscription | DSI-0000586-491
- Docusign CLM - View Only User Seat Subscription | DSI-0000584-491
- Docusign CLM UAT Sandbox | DSI-0000589-491
- Enterprise Premier Support | DSI-0000148-491

The total not-to-exceed award amount and the period of service will remain unchanged.

Supplier:	Carahsoft Technology Corporation	**Basis of Award:**	N/A	**BID Opening Date:**	

POA #:	70950-24	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	N/A piggyback 25	**Contract #:**	70950-24	**Contract Amd #:**	5
Term:	1 year	**Options:**	0	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	N/A	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	N/A	**JSEB %:**	N/A		

Fund:	53101	**Center:**	113001	**Acct:**	531180	**Proj:**	00000000	**Activity:**	00000000	$ 0
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 624,668.59	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	TSOD:OFFICE_OF_THE_DIRECTOR			
Concurrence:	Signed by: Freeman, Paul 12B23B573D646C...	**Title:**	ASST INFO TECH OFFICER - ENTERPRISE APPLICATIONS MANAGER	7/30/2025
Concurrence:	Signed by: Neal Kelsee E201D6B4BA54D6...	**Title:**	ASST INFO TECH OFFICER - IT MANAGER - FINANCE	7/30/2025
Concurrence:	F3E522F0954345...	**Title:**	DIRECTOR OF TECHNOLOGY SOLUTIONS	7/31/2025
Concurrence:		**Title:**		

Procurement Analyst/Buyer:	Signed by: Spitler, Carmella 3929B9B82D67473...
Name:	Spitler, Carmella
Procurement Manager:	Signed by: Marilyn Laidler 643A428ND05144E...
Name:	Marilyn Laidler
Chief of Procurement:	DocuSigned by: B19F1D517352456... 7/31/2025
Name:	Dustin L. Freeman