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: _____ **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 _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

A NEW DAY

MEMORANDUM

TO: Dustin L. Freeman, Chief of Procurement

THROUGH: Wanyonyi Kendrick, Chief of Information Technologies / CIO — Wanyonyi Kendrick — Digitally signed by Wanyonyi Kendrick Date: 2024.04.18 12:20:40 -04'00'

FROM: Elizabeth Brown, Technology Infrastructure Manager — Elizabeth Brown — Digitally signed by Elizabeth Brown Date: 2024.04.18 12:05:21 -04'00'

SUBJECT: PSC-0348-24 Piggyback State of Florida Contract No. 43230000-NASPO-16-ACS with Carahsoft – Extend Term & Increase award for additional Cloud Solutions licenses

DATE: April 18, 2024

The Information Technologies Division (ITD) requests approval to increase the award for POA-70950-24 - Piggyback State of Florida Contract No. 43230000-NASPO-16-ACS awarded July 31, 2017. The effective date is August 1,2017, through September 30, 2026, with Carahsoft Technology Corporation. The State of Utah competitively procured and awarded a RFP resulting in a Master Agreement Number AR2472 for Cloud Solutions.

ITD Management recommends extending the period of service of PSC-0348-24 through September 30, 2026, to match the underlying piggyback contract.

The total not-to-exceed for this agreement is $148,581.41 and this request is to increase it by $136,0878.18. This amount includes:

- $70,855.62 for quantity 100 ServiceNow Cloud Solution licenses, 12-month term, and training; plus a contingency allowance of 10%.
- $52,860.00 for Kaseware Case Management Cloud Solution – licenses and implementation services - for the Office of Inspector General; plus a contingency allowance of 10%.

The not-to-exceed amount will increase from $148,581.41 to a new total of $284,668.59.

Upon award approval, a request for formal contract amendment #3 (City Contract # 70950-24) will be made through the Office of General Counsel.

Funding Source: Multiple funding source

Tracy Geake — Digitally signed by Tracy Geake Date: 2024.04.18 12:16:27 -04'00'

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St., 9th Floor Jacksonville, FL 32202
Phone: 904-255-8000 Fax: 904-232-6932

A NEW DAY

Attachments: PSC-0348-24 Previous Award Amd2
City Contract #70950-24
Carahsoft Quote for ServiceNow licenses
Carahsoft Quote for Kaseware

cc: Eric Altieri, Help Desk and Data Center Operations Manager
Thomas Ossi, Technology Contract and Records Manager
Ruben Ola, IT Contract Compliance Analyst
Nihal Kekec, IT Contract Administrator

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St., 9th Floor Jacksonville, FL 32202
Phone: 904-255-8000 Fax: 904-232-6932

GOVERNMENT - PRICE QUOTATION

servicenow

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Eric Altieri
Help Desk / Data Center Operations Manager
City of Jacksonville
214 N Hogan St
9th Floor
Jacksonville, FL 32202 USA

EMAIL: EAltieri@coj.net

PHONE: (904) 255-8496

FROM: Josiah Ordakowski
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Josiah.Ordakowski@carahsoft.com

PHONE: (571) 662-4202 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	44624351
QUOTE DATE:	04/18/2024
QUOTE EXPIRES:	06/30/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$70,855.62
TOTAL QUOTE:	$70,855.62

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
		DUE AT SIGNING				
1	PROD12492-2	ServiceNow® Agile Team - Module (Monthly) Term: 12 Months Price/unit: $0.00 Qty: 1 ServiceNow - PROD12492 Start Date: 06/29/2024 End Date: 06/28/2025		$0.00 OM	1	$0.00
2	PROD17243-2	IT Service Management Standard - Fulfiller User v3 Term: 2 Months, 15 Days Price/unit: $58.82 Qty: 70 ServiceNow - PROD17243 Start Date: 06/29/2024 End Date: 09/12/2024		$10,156.87 OM	1	$10,156.87
3	PROD17243-2	IT Service Management Standard - Fulfiller User v3 Term: 9 Months, 16 Days Price/unit: $58.82 Qty: 100 ServiceNow - PROD17243 Start Date: 09/13/2024 End Date: 06/28/2025		$56,078.43 OM	1	$56,078.43
4	PROD22417-2	Integration Hub Starter v4 - Transactions (Monthly) Term 12 Months Price/unit: $0.00 Qty: 1 ServiceNow - PROD22417 Start Date: 06/29/2024 End Date: 06/28/2025		$0.00 OM	1	$0.00

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
		DUE AT SIGNING SUBTOTAL:				$66,235.30
		BILLED MONTHLY IN ARREARS				
5	PROD17230	ServiceNow® Government Learning (Priced Monthly 1 Year Term) Term: 12 Months Price/unit: $0.96 Qty: 4800 ServiceNow - PROD17230		$4,620.32 OM	1	$4,620.32
		BILLED MONTHLY IN ARREARS SUBTOTAL:				$4,620.32
		SUBTOTAL:				$70,855.62
				TOTAL PRICE:		**$70,855.62**
				TOTAL QUOTE:		**$70,855.62**

QUOTE DATE: 04/18/2024
QUOTE NO: 44624351

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE

NASPO Cloud Solutions- FL : 43230000-NASPO-16-ACS
PROD20931, Included Production Instance - Shared Environment (2TB), and PROD20932, Included Non-Production Instance - Shared Environment (2TB), are included at no additional cost.

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE. (1) Subscription Products are invoiced annually in advance and the entire Subscription Term is undividable; (2) Professional Services fees are invoiced on a time and materials basis, monthly in arrears; and (3) payments are due as per the invoice schedule and as set forth above. Late payments will accrue interest at a rate of 1.5% per month or the applicable statutory rate for late payments, whichever is lower. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of ServiceNow's delinquency notice. If Customer fails to timely cure a delinquency, ServiceNow may suspend use of the Subscription Products or terminate the Agreement for breach, in addition to any other available rights and remedies. For the purposes of the foregoing, "Customer" will have the same meaning as "Participant".
1.Carahsoft NASPO ValuePoint Cloud Solutions Contract AR2472, and applicable State Participating Addendum (PA), constitute the terms that guide this purchase. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at ServiceNowSLED@carahsoft.com.

2.The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, all found as part of the NASPO master contract AR2472 terms. The Product and Use Definitions, Product Overview, and where applicable, the Service Descriptions for any purchased packaged professional services published as of the effective date of this quote at: https://www.servicenow.com/upgrade-schedules.html ("ServiceNow Subscription Service Terms"). End Customer may request printed copies of the documents incorporated herein by reference by emailing legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms.

3.ServiceNow, through Carahsoft, reserves the right to suspend access to Customer's instances should Customer not provide a valid purchase order prior to the contract term start date.

4. Learning Credits expire 12 months after the purchase date and are Learning Credits used are billed monthly in arrears. In the event that Learning credits are used for onsite training, Travel and Expenses will be charged per onsite training class where the trainer comes onsite. (Not to exceed $2000 per onsite class). Terms for Education Services offerings are set forth on https://www.servicenow.com/upgrade-schedules.html

5.For both Renewal Orders and the Option Year Orders, the following conditions shall apply to maintain pricing for the years on the quote:

i. the Renewal Products in the then expiring order continue to be made commercially available by ServiceNow at the time of the Renewal Order or Option Year Orders, and if not, then the Renewal Order or Option Year Orders shall be for ServiceNow's then available subscription product that is substantially equivalent to the Renewal Product in the expiring order (as determined by ServiceNow);

ii. the pricing model for the expiring order continues to be made available by ServiceNow at the time of the Renewal Order or Option Year Orders;

iii. the units of each Renewal Product in the Renewal Order or Option Year Orders are equal to or greater than the sum of all the units for that Renewal Product in all the Renewal Orders and Option Year Orders purchased by the customer during the subscription term of the then expiring order form;

iv. each Renewal Order and Option Year Orders are for non-refundable, non-cancellable twelve (12) month subscription terms;
and

v. Customer must place the Renewal Order or Option Year Orders before the expiration of the subscription term of the then expiring order. For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of this Order, products not ordered on this Order or professional services, training or events.

An additional uptick to the renewal year following the last option year is typically 10%, if no additional content is purchased, but the percentage may be greater if not specified.

6.Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted.
A. End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system.
B. Carahsoft quotation number for this purchase order.
C. Statement of Work or Change Order (if applicable).

7.Send purchase orders to CSTechOM@carahsoft.com.

8.Please refer to the attached pages for any Additional Terms and Entitlements for this sale.

9. Reinstatement Fees: Renewals are due prior to the expiration of the existing Subscription Term. All Renewal Orders placed after the expiration of the Subscription Term shall include subscription fees for the lapsed period plus a reinstatement fee equal to 10% of the total renewing annual subscription fee multiplied by the number of past months. If the subscription support end date has passed and no cancellation notification has been issued to the prime contractor, ServiceNow reserves the right to include this fee to reinstate the account.

Entitlements

The entitlements and use rights for the Subscription Products ordered hereunder on this Order Form are set forth in the Subscription Product table below.

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product. A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on https://www.servicenow.com/products/entitlements-packages.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

SUBSCRIPTION PRODUCT ENTITLEMENTS

Subscription Product Code and Name	Included ServiceNow Application and Use Rights
PROD17243 IT Service Management Standard	https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/other-document/entitlements/PROD17243.pdf
PROD22417 Integration Hub Starter	https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/other-document/entitlements/PROD22417.pdf
PROD20931 Included Production Instance - Shared Environment (2TB)	https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/other-document/entitlements/PROD20931.pdf
PROD12492 Agile Team	https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/other-document/entitlements/PROD12492.pdf
PROD20932 Included Non-Production Instance - Shared Environment (2TB)	https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/other-document/entitlements/PROD20932.pdf
PROD17243 IT Service Management Standard	https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/other-document/entitlements/PROD17243.pdf

191 University Blvd. #170
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Statement of Work

For

Kaseware Case Management System

To

City of Jacksonville

Office of Inspector General

April 11, 2024

191 University Blvd. #170
Denver, Colorado
80206 sales@kaseware.com

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Statement of Work

Introduction

The Parties to this Statement of Work ("SOW") are Kaseware, Inc. ("Kaseware") and the City of Jacksonville Office of Inspector General ("**COJ OIG**" or "**Client**"). The Kaseware Software Platform ("**System**") will be licensed to the COJ OIG through a Software as a Service (SaaS) subscription agreement as defined in the Kaseware Subscription Agreement. The System will provide a Case management and data analytics application that is flexible enough to meet the requirements summarized and described in this SOW that are derived from discussions with the COJ OIG. This SOW intends to provide a summary of the System's features and functions that will be used by the COJ OIG, an outline of the services that Kaseware will provide, a project plan, a description of relevant processes, and a high-level outline of Kaseware and the COJ OIG responsibilities.

Project Overview

This SOW describes the Kaseware hosted Software-as-a-Service (SaaS) System that will be licensed by the COJ OIG for case management and the high-level characteristics of the associated services.

Kaseware will provide the COJ OIG with the System to facilitate the modernization of The COJ OIG's investigative case management, data analytics and business intelligence systems and processes. The System will be configured through collaboration between Kaseware's professional services team and The COJ OIG's personnel.

Kaseware and the COJ OIG will work collaboratively to develop and deliver the required project plans and user stories for full configuration, implementation, and training required for a successful go-live of the Software.

The System will be deployed to support case management functions through a model with up to 20 System users. Any future deployments for other COJ OIG personnel will be addressed in a separate SOW.

Kaseware will host the solution in Kaseware's Gov. Cloud Azure instance. Kaseware will provide The COJ OIG with licensed versions of the software configured for all functional roles in the Kaseware solution.

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System Features Overview

The System will be delivered containing the following commercially off-the-shelf (COTS) functionalities to meet the use cases provided to Kaseware by the COJ OIG. Kaseware and the COJ OIG have held and conducted requirements discussions, product demonstrations, and project planning sessions. The System that is licensed by Kaseware to the COJ OIG will be configured by Kaseware to provide the COJ OIG with the required functionalities that have been discussed. Kaseware will provide, as an included and commercial off-the-shelf functionality of the System, the required enhancements needed by the COJ OIG for the scheduling of recurring tasks within the System.

Administrative Features and Controls

The System contains extensive, robust, and highly configurable administrative features that will be made available to the COJ OIG. Kaseware will use these features in the delivery of services and support, and all features will be made available to the COJ OIG through the System's user interface. Examples and descriptions of the System features include:

Access Control and Permissions

The System contains robust User Access Management, Access Control, Data Classification, and User Role settings that can be used together to meet the needs for securely partitioning and managing access to data. These settings can be configured to limit, restrict, or deny access to data based on a variety of criteria such as case types, incident types, user groups/teams, individual users, and other COJ OIG-defined data classification criteria.

Forms and Documents

The System contains a dynamic form editing tool that will allow The COJ OIG to create any document or form that is needed in the System. This feature will allow The COJ OIG to create an unlimited number of forms, define each field in a form, define the rules of each field, and define all lists used in the form such as case type or data classification criteria. In addition to offering the ability to create custom forms, each form can be configured to incorporate workflow settings, workflow rules, permissions/protections, and requirements that directly correlate to individual users, as well as groups/teams of users, and types of cases.

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Workflows and Automation

Custom workflows can be created within the System using commercial off-the-shelf editing tools. Features such as documents, forms, cases, investigations, tasks, requests, and more can all be managed with automated workflows that the COJ OIG administrators can create, design, manage, and edit directly within the system to ensure the most efficient and consistent ways of doing business are followed.

Reporting Portals

The System will include one web portal to allow COJ OIG personnel to send a report directly into the System. The report in the web portal can be designed and edited by the System administrators at any time using the System's dynamic form editing tool. Workflow rules allow customizable controls to route submissions to the appropriate group, based on case type, location, priority, and type of submission. Reports received through the portal can include attachments and can be included in a case or investigation. The System portal employs reCAPTCHA validation on public submissions to prevent potential abuse of service. All data entered by the user is copied from the form directly into the Kaseware system for adjudication and deconfliction.

Data Model and Logging

The System includes functionality to configure new entities as part of the System's data model. All the display values, drop-down lists, entity types, case types, user groups, and data classifications required to make the system unique to the COJ OIG will be configured with the help of Kaseware personnel and can then be modified at any time in the future by The COJ OIG system administrators.

APIs and Integrations

The system will be set up to integrate with eGuardian, if applicable or directed to do so. Additionally, the System can integrate with Single Sign On (SSO) providers through SAML 2.0 and other commonly used standards.

Security

The System is architected to be highly secure and is SOC2 Type 2 Compliant with audit reports available upon request.

Search and Report

The System is designed so that all data can be easily discovered and found through robust search tools. Every field contained in the system can be searched, all text, attachments, and images are indexed and made searchable through optical character recognition.

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Results from searches can be downloaded/exported and added to the systems analysis tools such as graphing and timelines. System users can save commonly used searches for repeat use, and results can be exported or downloaded for reporting needs. Reporting can be accomplished via advanced searching, graphing, and mapping within the system and via export to CSV. Queries and reporting are also available for user and workflow data via access to a wide variety of configurable dashboard parts that can display graphs, maps, data tables, and other visualizations that describe System data associated with org. units and their associated user members. The System's Advanced Search capabilities support, at a minimum, Boolean logic, partial match, phonetic, and relationship-based search algorithms within the System's user interface.

Searching and reporting based on geospatial searches are included in the System. System users may visualize where data is on a map, as well as define areas on the map from which to limit search results or reporting. Heat mapping functionalities are included in the System mapping components. Maps in the System may be shared and saved with other users.

Dashboards and Visualizations

The System contains a wide variety of dashboards that can be configured by System users based on the data they have access to and the preferences they choose. System dashboards and visualizations can display thousands of different combinations of settings. Additionally, the System contains a Supervisor Dashboard module that is designed to assist managers and key stakeholders with the management of their teams and workloads. Kaseware's integration to Microsoft PowerBI can also be leveraged by the COJ OIG to produce any further needed reporting and performance analytics that are required. The System's connector to Microsoft PowerBI is included. The System does not include Microsoft PowerBI licenses.

Records Management and Logging

All actions taken by users within the System are logged and made auditable through included audit and search functions. Users that are configured with Records Manager permissions can also use the System's robust Records Management functions to ensure that information is properly expunged, deleted, redacted, and recorded for compliance with regulations and policies.

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Case Management Features

The case management components of the System incorporate an intuitive and easy-to-learn user interface that allows users to create reports, upload attachments, create evidence records, edit maps, collaborate through chat and tasks, enter case notes, automatically generate a timeline, and create link analysis graphs. Case Management features include, but are not limited to:

Evidence Management

The System with permissions to do so can create, view, and manage evidence directly within a case. Additionally, System users with Evidence Manager permissions assigned to them can track the chain of custody, manage evidence storage rooms, perform audits, and generate barcodes for evidence record keeping.

Mapping

The System contains geospatial analytics and mapping tools that are directly incorporated into a case. System users can create maps and interact with the maps through convenient features like drawing tools, searching, and heat mapping. Mapping features can be saved directly to a case or used independently of a case for data analytics and investigations.

Workflows and Permissions

The System's robust access control, permissions, and workflow features are integrated directly into the case management module. These features support the standardization and automation of business processes across different business units and provide time savings through efficient automated ways of doing business. All workflows and actions are logged and added to the case timeline and system logs.

Reporting and Documentation

Using the System's dynamic form editor, system administrators can design and update documents or reports that are needed for cases in the system. System forms and reports can be stored within a case and can be restricted to users or cases based on things such as user permissions, group permissions, data classifications, and case type. Forms and documents can be exported, emailed, and distributed through the system. Forms and cases can be configured to support collaboration between multiple users and business units.

Media

System users can upload a wide variety of file types directly to a case, or within a report/document. Media files can be viewed directly within the case and can also be

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downloaded for further analysis in other systems. Files and attachments can also be tagged, labeled, and easily connected to other entities and cases in the system.

Collaboration and Tasks

The System contains a variety of collaboration features such as a Chat Function, Case Notes, and Tasks that enable System users to collaborate across business units, teams/groups, geographic areas, and different cases more easily. Tasks can be configured to follow workflow rules in the System and can be created both within and outside of cases. The System's Task Management functionality will be enhanced to support the needs of the COJ OIG for scheduling recurring tasks.

Link Analysis

The System is the only enterprise case management solution on the market that is built on a Multi-Model NoSQL Graph Database. This unique and cutting-edge database technology provides System users with unprecedented link analysis functionality directly included within the case management solution. System users can seamlessly identify and analyze connections between data points within the System's user interface. System's link analysis functionalities support geospatial and timeline analytics tools. Links between data points can be both automatically and manually created. Data import tools included in the System can be leveraged to migrate data into the System and establish links.

Open-Source Intelligence (OSINT)

The System includes extensive Open-Source Intelligence (OSINT) integrations to Shadow Dragon products such as SocialNet and OIMonitor. These features give authorized System users the ability to search over 115+ social media platforms by name, alias, email, and phone number directly through the Systems graphing tools. Authorized users can ingest data from OSINT sources, and the System will automatically generate the links between data points and perform deduplication processes. One license to SocialNet will be included as part of the contract.

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Services Overview

Kaseware Services

Cloud Tenant Installation

The System will be hosted and managed by Kaseware, through Kaseware's Government Azure environment. All hosting costs, updates, and services are included through the user subscription licenses.

Active Directory and SSO Integration Overview:
The System can be integrated into the COJ OIG Active Directory & Single Sign On (SSO) solutions through SAML 2.0. The desired outcome is that the COJ OIG users of the System may access the main System through Single Sign-On (SSO). Multi-factor can also be set-up as an alternative approach.

Service Level Agreement

The System and Services will be provided by Kaseware to The COJ OIG in accordance with the Service Level Agreement.

Project Deliverables

The implementation of the System will be managed through a collaborative and agile project methodology. Kaseware and the COJ OIG will collaborate closely with each other to ensure that all milestones are met, and deliverables are delivered through a flexible, collaborative, agile, and iterative project management process. The agile approach will include iterative and incremental steps towards the go-live of the System to ensure that the project always maintains visible and measurable velocity.

The project will be planned and managed based on the following milestones and deliverables. Additional milestones and deliverables may be added or changed during the project.

Project Kickoff

The project kickoff meeting will be conducted within 30 days of the Effective Date of the fully signed and executed Agreement. It will consist of a meeting with the project managers and key stakeholders from both Kaseware and the COJ OIG. To complete the milestone, Kaseware will provide the COJ OIG with a project plan.

Tenant Stand Up and Access

The Tenant will be hosted in Kaseware's Government Azure Environment and access will be

KASEWARE

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provided by Kaseware for up to 20 COJ OIG users. The Tenant will be accessed through a Kaseware provided URL and may be configured with the System's included Multi Factor Authentication.

Business Analysis
Business Analysis processes will be conducted between Kaseware and the COJ OIG, after the Project Kickoff. To complete the Business Analysis milestone, Kaseware will provide the COJ OIG with a System configuration design plan that outlines the findings of business analysis sessions, a plan for relevant System configurations, and a mutually agreed upon deployment schedule for the COJ OIG team.

System Configuration
Kaseware will configure the System features such as (but not limited to) workflows, forms, case types, access controls, and data classifications based on the requirements in the Business Analysis sessions. Single Sign-On (SSO) access to the System will be configured. To complete the milestone, Kaseware will provide the COJ OIG with a configured Case Management System Tenant that can be accessed through the COJ OIG SSO.

System Acceptance Testing
System testing will be conducted collaboratively by Kaseware and the COJ OIG project stakeholders. The COJ OIG will support Kaseware in the completion of System Testing within 30 days of the completion of System Configuration. The Testing milestone will be completed when Kaseware and the COJ OIG complete testing sessions and determine that there are no defects or issues that would prevent the Go-Live of the solution.

System Acceptance
The COJ OIG will provide Kaseware with written acceptance of the product after System Configuration and System Testing are completed. Written acceptance will be provided through email to support@kaseware.com. Notice will be provided by the COJ OIG within 10 days of the completion of System Testing. Milestone will be completed when notice is received by Kaseware.

Training
System training will be provided by Kaseware. The COJ OIG will support Kaseware in performing System training within 30 days of completion of Acceptance. The Training milestone will be deemed completed at the end of the last day of training.

System Go Live
Upon completion of System Training, the COJ OIG and Kaseware will coordinate for a System Go Live within 30 days. The System Go Live milestone will be completed at the end of the mutually agreed upon go-live date.

191 University Blvd. #170
Denver, Colorado
80206 sales@kaseware.com

Project Schedule:

A final schedule will be developed collaboratively by both parties upon the full execution of a contract. The project schedule is subject to change pending the completion of the contract. The project is planned to be completed through the schedule outlined in the following table and chart:

Project Milestone	Date Range*
Project Kickoff	NLT 30 days after contract signing.
Tenant Standup and Access	NLT 30 days after Project Kickoff
Onsite Business Analysis Sessions	NLT 30 days after the completion of Project Kickoff.
System Configuration	NLT 60 days after completion of Business Analysis Sessions
System Testing	NLT than 30 days after the completion of System Configuration.
Acceptance	TBD during project
Onsite Training Session	NLT 30 days after the completion of Acceptance.

Change Order and Governance

Either Party may request a change order under this Statement of Work because of an anticipated change of project scope and cost, an increase or change to project Deliverables, scheduling changes, and/or technology limitations (a "**Change Order Requests**"). Change Order Requests must be made in writing and must specify the requested change and the reasons for the change. Within no more than ten (10) days after the receipt of a Change Order Request, the receiving Party shall provide the requesting Party with a written response accepting, rejecting, or proposing modifications to the proposed change order. If the Parties can reach an agreement on the terms of a proposed change order, each such change order shall be signed by the authorized representatives of each Party (each, an "**Approved Change Order**") and shall constitute a formal modification to and become a part of this Statement of Work. In no event shall this Statement of Work be deemed amended except through an Approved Change Order.

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Kaseware Personnel

The following persons are planned to be involved in the project. Additional, and/or modifications to Kaseware personnel and resources may be assigned at Kasewares discretion without The COJ OIG approval or notification requirements.

Name	Title	Email
Korinne Condie	Chief Operations Officer	korinne.condie@kaseware.com
Sarah Crank	Director of Customer Operations	sarah.crank@kaseware.com

The COJ OIG Personnel

The following persons are planned to be involved in the project. Additionally, the COJ OIG personnel and resources may be assigned at the COJ OIG's discretion without Kaseware approval or notification requirements.

Name	Title	Email

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System Pricing

The System and Services costs will be based on the following prices and schedules. All payment terms are listed in the Terms and Conditions within the document titled Kaseware Subscription Agreement.

Subscription Prices and Payment Schedule

All subscription pricing and payment schedule(s) are further defined in the document titled Kaseware Subscription Agreement or in the reseller agreement if applicable.

SUBSCRIPTION PRICES

Product /Service	Quantity	Per User Fee	Total
Standard Commercial Kaseware Annual Subscription	20	$1,668.00	$33,360.00
Shadow Dragon Social Net Annual Subscription User Subscription (250 Queries per day)	1	$2,500.00	$2,500.00
		Total:	**$35,860.00**

Recurring Services Prices and Payment Schedule

N/A

One Time Services Prices and Payment Schedule

The following prices and payment schedule will be used for all one-time services provided by Kaseware to The COJ OIG.

ONE-TIME SERVICE PRICES

Product /Service	Quantity	Per User Fee	Total
Onsite Business Analysis Session (2 days)	1	$8,500.00	$8,500.00
Onsite Training Session (2 days)	1	$8,500.00	$8,500.00

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Payment Schedule

Payments will be made based on the completion of the contract award in the following schedule:

Project Milestone	Date Range	Subscription Fee Payment
Contract Award	NLT 30 days after contract signing.	$52,860.00*
	Total:	**$52,860.00**

**** Subscription Fees will be prepaid on an annual basis for the total annual subscription amount. Subscription fees are $35,860.00***

Services Not Included

Services that are not included in this proposal include:

- Integration with any third-party systems
- Access to Kaseware's API's and Assistance in the use of Kaseware API's outside of standard documentation
- Migration of data from a previous/existing system, this can be scoped out via a change order.

Acceptance

This Statement of Work (this "SOW"), effective as of the Effective Date of the Kaseware Subscription License Agreement (the "**Agreement**"), is a part of and incorporated into the Agreement between the City of Jacksonville Office of Inspector General ("**COJ OIG**") and Kaseware, Inc. ("**Kaseware**"). In the event of any conflict between the Agreement and this Work Order, the terms of the Agreement shall govern.

KASEWARE SHALL NOT PERFORM ANY SERVICES UNDER THIS STATEMENT OF WORK UNTIL KASEWARE HAS RECEIVED THE COJ OIG's PURCHASE ORDER FOR SUCH SERVICES.

KASEWARE, INC.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

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APPENDIX A: Service Level Agreement

Purpose
This document sets forth the Service Level Agreement (SLA) held between Kaseware and its Clients and/or prime contractors during the Subscription Term for a solution not hosted by the Kaseware team. This Service Level Agreement will include, but is not limited to, the platform (Kaseware), the Client support process as outlined by the Kaseware support process and details to provide consistent and visible service delivery processes, and details on service availability requirements and associated credits..

Service and Support Requirements:

1. **Network Access for Users:** In order to use the Service, a Client must have or must obtain access to the Internet or client internal network, either directly or through devices that access Web-based content. A Client must also provide all equipment necessary to make and reliably maintain such connection to the World Wide Web or internal network, preferably with some failover redundancy provided for.
2. **Third-Party Software:** A Client must agree to use software produced by third parties, including, but not limited to approved "browser" software, which as of April 2022 are Edge and Chrome. A Client must acknowledge that Kaseware is not obliged to notify Clients of any third-party software upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by Kaseware or telecommunications facilities, including, but not limited to, the Internet.
3. **Kaseware Environment Approval and Maintenance:** As part of the implementation process, Kaseware will assist the Client in the design an infrastructure and environment solution that meets the Client's requirements. Upon successful installation of that solution, both Kaseware and the Client will agree in writing that the hardware, configuration, and level of Kaseware access is sufficient to meet the service levels outlined in this agreement. No changes, without prior joint approval, will be made to the components of the solution.

Definitions:
- **Initial Response Time –** The time between the receipt of a support request by Kaseware from the client and the first response from Kaseware to that client regarding that support topic.
- **Status Update Intervals** – The time between the initial response from the Kaseware team and a follow-on response to communicate support status.

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Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Severity 1 - Critical	**"Severity 1 Incident"** means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the Kaseware Services and prevents the ability to perform critical functions on the platform, excluding third party integrations. Associated with Client Platform outage or platform unavailability greater than or equal to 50% loss of usability of the system.	1 hour	1 hour*
Severity 2 - Serious	**"Severity 2 Incident"** means a non-catastrophic Event causing a significant component of the Kaseware Services to fail or to perform materially differently than designed, creating significant inconvenience for normal functions but workarounds exist to perform critical functions.	2 hours	4 hours*

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	Associated with service disruption to multiple users although not necessarily causing major financial or contractual risk to Client.		
Severity 3 - Medium	**"Severity 3 Incident"** means an Event that: (a) has minimal current impact on Client, and (b) causes a malfunction of a non-essential Kaseware Service feature. Minor business impact - individual users affected only.	1 business day	N/A
Severity 4 – Low / Minor	**"Severity 4 Incident"** means an Event that: (a) has low impact on Client, and (b) causes a malfunction of a non-essential Kaseware Service feature.	2 business days	N/A

*Kaseware will provide status updates for Severity 1 and Severity 2 events continuously - per the period written above - until the event is resolved or the severity of the event is lowered to 3 or 4.

4. **Service Hours:**
    a. Severity 1 and 2 Events will be provided support 24 hours a day, 7 days a week.
    b. Severity 3 and 4 Events will be provided support during Kaseware Business Hours, which are defined as 8am to 5pm Monday to Friday Mountain Standard Time, except US Public Holidays.

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5. **Client or Prime Contractor Points of Contact:**
   a. Client or Prime Contractor shall identify and designate points of contact who will engage and interact with Kaseware support during Client Onboarding.
   b. Client or Prime Contractor designees will be provided access to Kaseware online support tools to log and track service requests.
   c. If Client experiences a Severity 1 or Severity 2 incident impacting critical platform functions, they may also contact Kaseware's Client support by e-mail at support@kaseware.com and via telephone at + 1 720-507-9133.

6. **Support Process:**
   a. The support process starts when Kaseware support staff have submitted a support request and Kaseware has opened a new service ticket. All support actions, metrics and escalations will be linked and recorded against by the service ticket.
   b. Once a service ticket has been assigned, support team will review the support request and assign the appropriate Severity, service level criteria and request type. If the request type is either a bug requiring technical assistance or a new feature request, the service ticket is passed to the customer operations team for assessment, prioritization and scheduling as part of the development delivery process.
   c. During assessment of and on completion / resolution of the service ticket, the Client will be provided with a resolution progress and feedback pertaining to their request.

7. **Root Cause Analysis (RCA):**
   Once the incident is resolved, RCA shall be performed on all Severity 1 and 2 Incidents.

Service Availability and Service Availability Credits:

1. **Availability Requirement:**
   Kasware will make the Hosted Services available, as measured over the course of each calendar month during the Term and any additional periods during which Kaseware does or is required to perform any Hosted Services (each such calendar month, a "**Service Period**") at least 99.9% of the time, excluding only the time the Hosted Services are not Available solely because of one or more Exceptions. "Available" means the Hosted Services are available and operable for access and use by the Client and its Authorized Users over the Internet in material conformity with the Contract.

   "Maximum Available Minutes" is the total accumulated minutes during service period. Maximum Available Minutes is measured over the course of each calendar month from the initial day in a calendar month where the Tenant has been deployed and its associated roles per the contract have been started and initiated by the Client to the time the Client has initiated an action that would result in stopping or deleting the Tenant.

   "Downtime" is the total accumulated minutes that are part of Maximum Available Minutes that have no instance connectivity.

KASEWARE

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"Monthly Uptime Percentage" for Hosting Services is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a calendar month for a given Kaseware subscription.

Monthly Uptime % = (Maximum Available Minutes-Downtime) / Maximum Available Minutes X 100

2. **Exceptions:**
   No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

   a. Failures of the Client's or its Authorized Users' internet connectivity;
   b. Scheduled Downtime as set forth in the "Scheduled Downtime" section;
   c. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, or government action);
   d. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.

3. **Scheduled Downtime:**
   Kaseware will notify the Client at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part.

4. **Remedies for Service Availability Failures:**
   a. If the actual Availability of the Hosted Services is less than 99.9% for any Service Period, such failure will constitute a Service Error for which Kaseware will issue to the Client the following credits on the fees payable for Hosted Services provided during the Service Period:

Availability	**Credit of Fees**
≥99.9%	None
<99.9% but ≥99.5%	5%
<99.5% but ≥99.0%	10%
<99.0% but ≥95.0%	15%
<95.0%	25%

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[Remainder of Page Intentionally Left Blank.]

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

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: 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: 3/8/2024

OTHER

ACTION OF AWARDING AUTHORITY DATE 2/12/2024

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

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
12/7/2023
Date

Department of MANAGEMENT SERVICES

Menu

Home / Business Operations / State Purchasing / State Contracts and Agreements / Alternate Contract Source / Cloud Solutions

Cloud Solutions

43230000-NASPO-16-ACS

Effective Period	08/01/2017 through 09/30/2026
Contract Type	Alternate Contract Source
Contract Information	Contractors Pricing How to Use This Contract [198.1 kB] Information Technology Enterprise Agreements Service Updates Participating Addenda
Contract Documents	Master Agreements Forms
Contract Administration	Bradley Beech 850-487-9847 bradley.beech@dms.fl.gov
Commodity Codes	Please refer to "How to Use This Contract" in the Contract Information section above.

Additional Information

In accordance with subsection 282.703(5), Florida Statutes, "All state agencies shall use the SUNCOM Network for agency telecommunications services as the services become available." Services available from SUNCOM can be found at https://www.dms.myflorida.com/suncom. If you have any questions regarding the services that are available through SUNCOM, please contact the Division of Telecommunications at 888-478-6266, then press 3 for assistance.

Start and end dates vary by contractor:

- **Accenture LLP:** 10/13/2022 through 9/15/2026
- **Atos IT Solutions and Services, Inc.:** 01/16/2019 through 09/15/2026
- **Carahsoft:** 07/31/2017 through 09/30/2026
- **CenturyLink Communications, LLC dba Lumen:** 03/29/2022 through 09/15/2026
- **CherryRoad Technologies:** 07/31/2017 through 09/15/2026
- **CSRA State and Local Solutions LLC:** 09/25/2017 through 09/15/2026
- **Deloitte Consulting LLP:** 07/31/2017 through 09/30/2026
- **DLT Solutions:** 09/25/2017 through 09/30/2021, 01/05/2022 through 09/15/2026
- **EC America, Inc.:** 09/15/2021 through 09/15/2026
- **ECS Federal, LLC:** 04/30/2019 through 09/30/2026
- **Ensono, LLC (formerly Ensono, LP):** 08/11/2021 through 09/15/2026
- **GuideSoft, Inc. dba Knowledge Services:** 07/31/2017 through 09/15/2026
- **Hewlett Packard Enterprise Company:** 05/27/2021 through 09/15/2026

- **Insight Public Sector, Inc.:** 09/25/2017 through 09/30/2026
- **Kyndryl, Inc.:** 06/28/2022 through 09/15/2026
- **NTT DATA, Inc:** 09/25/2017 through 09/30/2026
- **NWN Corporation:** 09/20/2022 through 09/15/2026
- **Presidio Networked Solutions LLC:** 02/26/2021 through 09/15/2026
- **Quest Media and Supplies, Inc.:** 03/02/2021 through 09/15/2026
- **SHI International Corp.:** 09/25/2017 through 09/15/2026
- **Smartronix, Inc.:** 09/25/2017 through 09/30/2026
- **Strategic Cloud Communications, LLC:** 03/12/2021 through 09/15/2026
- **The Consultants Consortium, Inc. dba TCC Software Solutions:** 01/16/2019 through 09/30/2026
- **Unisys Corp.:** 07/31/2017 through 09/30/2026
- **Visionary Integration Professionals, LLC:** 11/1/2022 through 09/15/2026
- **WellSky Corporation:** 08/03/2020 through 09/30/2021, 01/11/2022 through 09/15/2026

Description

This alternate contract source provides cloud solutions, including Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS); for state agency customers, please note that this contract is only available for products and services that are not available on state term contracts or from SUNCOM.

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NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS
Administered by the State of Utah (hereinafter "Lead State")

Alternative Contract Source No: 43230000-NASPO-16-ACS

Carahsoft
Master Agreement No: AR2472
(hereinafter "Contractor")

And

Florida Department of Management Services
(hereinafter "Department/Participating State/Entity")

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions. This Participating Addendum is entered into pursuant to Section 287.042, Florida Statutes.

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

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative contract source is cost-effective and in the best interest of the State.

This Participating Addendum and all incorporated Exhibits, set forth the entire understanding of the Parties and supersedes all prior agreements.

Accordingly, the Parties agree as follows:

1. **Term and Effective Date**
   The initial term of this Participating Addendum will become effective on the date the document is signed by all Parties, and shall be effective through September 30, 2020, unless terminated earlier in accordance with the General Contract Conditions.

2. **Renewal**
   Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Participating Addendum. Renewal determinations will be based upon utilization and achieved savings.

3. **Modifications or Additions to Master Agreement**
   The following changes are modifying or supplementing the Master Agreement terms and conditions.

   a. Scope:
      The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this contract only if they are not offered on a State Term Contract.

In accordance to 74-3.004, F.A.C., Agency requests for Infrastructure as a Service (IaaS) must be submitted via a Service Request to the State Data Center.

b. Exhibits: All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:

1) Exhibit A: Contract Conditions, Florida General
2) Exhibit B: Contract Conditions, Florida Special
3) Exhibit C: NASPO ValuePoint Master Agreement Number AR2472

If a conflict exists among any of the documents, the following shall have priority in the order listed below:

1) The Addendum
2) Florida Special Contract Conditions, Exhibit B
3) Florida General Contract Conditions, Exhibit A
4) NASPO ValuePoint Master Agreement Number AR2472 Exhibit C

c. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

d. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state. Any agency requests for Infrastructure as a Service must be submitted via a service request to the state data center. See section 3.a. above.

e. Authorization: Approval of this Participating Addendum by the State Chief Procurement Official and State Chief Information Officer is an authorization for participation in the NASPO cooperative contract process, it is not intended as an approval of any specific purchase or solution. It is the responsibility of the Customer to validate all terms and conditions and to ensure compliance with all applicable statutes and rules.

f. Request for Quotes: Customers purchasing Cloud Solutions from this Participating Addendum shall create a Request for Quote (RFQ), each time they desire to purchase Cloud Solutions. The Customer shall issue a detailed RFQ to the ACS Contractor(s) who offer the applicable cloud solutions(s). The specific format of the RFQ is left to the discretion of the Customer, but must contain the following:

1) Applicable service and deployment model(s);
2) Data security classification;
3) Service level agreement requirements; and
4) Exit strategy considerations.

g. Enterprise Agreements: The Contractor shall honor any Volume or Enterprise Agreement(s) established between a State of Florida agency and the manufacturer of products or services offered under their Master Agreement.

h. Purchase Orders: Customers shall issue purchase orders under this Participating Addendum to their awarded RFQ Contractor using this State of Florida ACS number 43230000-NASPO-16-ACS. The purchase order period survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

i. Contractor Selection Justification Form: Customers purchasing Cloud Solutions from this Participating Addendum shall attach to the purchase order a completed Contractor Selection Justification Form (Attachment A).

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

5. **Entire Agreement of the Parties**
This document and the attached exhibits constitute the Participating Addendum and the entire understanding of the parties.

6. **Amendments**
All modifications to this Participating Addendum must be in writing and signed by all Parties. No oral modifications to this Participating Addendum are permitted.

Notwithstanding the order listed in section 3b, amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

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

Participating State: Florida	**Contractor: Carahsoft**
By:	By:
Name: Dave Zeckman	Name: Robert R Moore
Title: Chief of Staff	Title: Vice President
Date: 7/31/2017	Date: June 26, 2017

Florida's Chief Procurement Officer:	**Florida's Chief Information Officer**
By:	By:
Name: Raz Ingram	Name: Eric Larson
Title: Director of State Purchasing and Chief Procurement Officer	Title: Executive Director of the Florida Agency for State Technology and Chief Information Officer
Date: 7/28/17	Date: 7/28/17

Alternate Contract Source No. 43230000-NASPO-16-ACS

Exhibit A

GENERAL CONTRACT CONDITIONS

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

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

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

SECTION 2. TERMINATION.

2.1 **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.

2.2 Termination for Cause.
If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES

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

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

3.3 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.

3.4 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), Florida Statutes. 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, Florida Administrative Code, 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.

3.5 Taxes.
The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.6 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 by the Department or Customer. The Contractor must return any overpayment within 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 within the manner and at the location specified in the Purchase Order and any attachments to the Purchase Order.

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

4.3 Department's Contract Manager.
The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

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

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer 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 the designated nonprofit agency and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Department of State Registration.
The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., 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 and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

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

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

5.4 Cooperation with Inspector General.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or

any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.
The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.
All contactors, dealers, and resellers authorized by the Department, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 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. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

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

6.5 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in

a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.6 Information Technology Standards

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

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

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. 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 Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services

c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

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

8.1 Public Records.
The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. 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 reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure 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; and

(e) **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.**

8.2 Protection of Trade Secrets or Confidential Information.
If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must

clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

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

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five 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: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

SECTION 9. DATA SECURITY AND SERVICES.

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

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

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

9.2 Remedial Measures.

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

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

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

SECTION 10. GRATUITIES AND LOBBYING.

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

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

SECTION 11. CONTRACT MONITORING.

11.1 Financial Consequences of Non-Performance.
If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

SECTION 12. CONTRACT AUDITS.

12.1 Payment Audit.

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 E-Verify.

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

13.2 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six 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 or information technology crimes
(b) Fraudulent practices, false pretenses and frauds, and credit card crimes
(c) Forgery and counterfeiting
(d) Violations involving checks and drafts
(e) Misuse of medical or personnel records
(f) Felony theft

13.3 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases 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, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

Alternate Contract Source
No. 43230000-NASPO-16-ACS

EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Delays and Complaints
Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 2 Monthly Transaction Fee Report
The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 3 Quarterly Sales Reports
Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided (to include identification of the cloud solution and service model) and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

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

Section 4 Quarterly Reporting Timeframes

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

Quarter 1 - (July-September) – Due by October 10
Quarter 2 - (October-December) – Due by January 10
Quarter 3 - (January-March) – Due by April 10
Quarter 4 - (April-June) – Due by July 10

Section 5 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

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