10

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: _____ **RESPECTFULLY SUBMITTED** _____
for 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 Division

THROUGH: Wanyonyi Kendrick, Chief of Information Technologies / CIO

Wanyonyi Kendrick — Digitally signed by Wanyonyi Kendrick Date: 2024.02.16 08:35:20 -05'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

Thomas Ossi — Digitally signed by Thomas Ossi Date: 2024.02.15 16:23:38 -05'00'

SUBJECT: **PSC-0348-24 Piggyback State of Florida Contract No. 43230000-NASPO-16-ACS with Carahsoft for DocuSign Licenses - Extend Term**

DATE: February 15, 2024

The Information Technologies Division (ITD) was approved to 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 changing the term of the PSC-0348-24 award from November 29, 2024, to extend the term through February 25, 2025. This request is to align the Carahsoft Statement of Work Quote Number 42699460 with the term of the DocuSign licenses. The total expenditure not-to-exceed amount of $148,581.41 will remain the same.

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

Funding Source: 53106.113002.565091.000636.00000000.00000.0000000

Tracy Geake — Digitally signed by Tracy Geake Date: 2024.02.15 16:29:04 -05'00'

Your favorable consideration of our request is greatly appreciated.

Attachments: PSC-0348-24 Award dated 2/12/2024
City Contract No. 70950-24
Carahsoft Statement of Work Quote No. 42699460

cc: Paul Freeman, Enterprise Applications Manager
Elizabeth Brown, Technology Infrastructure Manager
Ruben Ola, Contract Compliance Analyst

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

DocuSign Government at Carahsoft

DocuSign

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

carahsoft

Product Details
eSignature Envelope Allowance: 20,000

Overage/Usage Fees
eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): $8.80

Customer must reference Quote number on Purchase Order.

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

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

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

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

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

Government - Price Quotation

DocuSign Government at Carahsoft

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

TO: Paul Freeman
Enterprise Application Manager
City of Jacksonville
214 North Hogan Street
FL 9
Jacksonville, FL 32202-4240 USA

EMAIL: pfreeman@coj.net

PHONE: (904) 255-8062

FROM: Grace Ferrara
DocuSign Government at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Grace.Ferrara@carahsoft.com

PHONE: (571) 662-3412 FAX: (703) 871-8505

TERMS: Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472
Contract Term: 07/01/2017 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	42699460
QUOTE DATE:	01/24/2024
QUOTE EXPIRES	02/23/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$45,188.00
TOTAL QUOTE:	$45,188.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRI
1	APT-0415	Customer Success Architect - Per Hour DocuSign, Inc. - APT-0415 Start Date: 02/23/2024 End Date: 02/22/2025	$225.94 COOP	200	$45,188
		SUBTOTAL:			$45,188.
		TOTAL PRICE:			$45,188.
		TOTAL QUOTE:			$45,188.

Please see SOW for scope

Customer must reference Quote number on Purchase Order.

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

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by t parties.

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

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- not to process, store or transmit IL-4 production data without a BCAP connection to NIPRnet; o not to use DocuSign DoD/IL-4 to connect to any DocuSign services or applications via an unauthorized endpoint outside of the NIPRnet or non-BCAP connections;
- Customer is responsible for any Customer Data sent to third party applications (regardless of whether such third-party applications are IL-4 certified);
Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.

Carahsoft

CARAHSOFT TECHNOLOGY CORP.'S

Statement of Work for City of Jacksonville

CARAHSOFT TECHNOLOGY CORP.

11493 Sunset Hills RD, SUITE 100

RESTON, VA 20190

DocuSign

STATEMENT OF WORK

AGREED AND ACCEPTED.

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

DocuSign

STATEMENT OF WORK

Quote Number	42699460
OPP ID	2929833
Estimated Services Start Date	February 23, 2024 This date is an estimate only and is subject to change based on contract signature and resource availability.
Expiration Date	February 22, 2025
Payment Terms:	Net 30
Purchase Order Required?	Yes
Purchase Order Number	
Prepared By:	Grace Ferrara

1. FEE SCHEDULE

1.1. Fees:

Service Description	Billing Type	Estimated Start Date	Estimated End Date	Quantity	List Price	Net Price	Total Amount (USD)
Customer Success Architect - Per Hour - (DSI-0000415)	Services are provided on a time and materials basis, billed monthly in arrears.	February 23, 2024	February 22, 2025	200	250.00	225.94	45,188.00
Total Services & Expense Estimate (PO Amount Required, Excluding Tax)							45,188.00

Bill To Address	Customer Billing Contact	Ship To Address
11493 Sunset Hills Rd Reston, VA 20190 United States	Name: Carahsoft Accounting Title: Billing Team Email: accounting@carahsoft.com Phone: +1.703.871.8500	117 W Duval St Ste 400 Jacksonville, FL 32202-3700 United States

2. PERIOD AND STANDARD OF PERFORMANCE; OWNERSHIP

2.1. The Services shall commence on the Effective Date and continue until the completion criteria have been met. The Services will be complete when the earliest of the following occur:
- 2.1.1. All hours agreed in this SOW have been utilized.
- 2.1.2. Customer gives written notice to DocuSign that Services are no longer needed.
- 2.1.3. Expiration Date has been reached.

2.2. DocuSign confirms that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standard practice and this SOW. If Customer believes for any reason that the Services have not been completed consistent with the terms of this SOW, it shall promptly notify DocuSign in writing, in no event more than thirty (30) days after receipt of DocuSign's completion notice or the completion criteria being met. Upon receipt of such notice, DocuSign, at its

option, will either use commercially reasonable efforts to re-perform the affected Services in conformance with this SOW or will terminate the affected Services and will refund Customer the prorated amount of fees for the unperformed or nonconforming Services which shall constitute Customer's exclusive rights and remedies in connection with the performance of the Services. Unless Customer delivers a non-completion notice during the specified time, all aspects of the Services will be deemed accepted without objection by Customer.

2.3. Unless expressly stated otherwise, all information, materials, services and deliverables provided by or for DocuSign in the performance of Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the Services under this SOW.

DocuSign

PROJECT SCOPE & DESCRIPTION

3. EXECUTIVE OVERVIEW

DocuSign Professional Services will partner with the City of Jacksonville as they continue to expand their eSignature footprint. This engagement will focus on identifying, prioritizing, and implementing use cases across the City by providing product and insustry-specific expertise.

4. DESCRIPTION OF SERVICES ("PROJECT")

4.1. Initiation, Discovery & Design:
- 4.1.1. Includes hours to complete the following:
- 4.1.2. Pre-project kickoff meeting in conjunction with Customer.
- 4.1.3. Use Case requirements gathering and discovery workshop(s) with Customer IT and business stakeholders to collect detailed functional and technical requirements.
- 4.1.4. Draft project plan and document use case requirements and design to implement the future state landscape that is agreed to by both parties.
- 4.1.5. Advisory Services:
  - 4.1.5.1. Strategic services to identify, prioritize, develop and deploy use cases across customer's organization by:
    - 4.1.5.1.1. building a "roadmap to success" based on identified high-level use cases with envelope usage;
    - 4.1.5.1.2. advising on proof of concepts that showcase new approaches to utilizing DocuSign;
    - 4.1.5.1.3. determining each use case's requirements for successful implementation;
    - 4.1.5.1.4. assisting Customer with implementation of identified and prioritized use cases by introducing DocuSign SMEs, including technical and administrative requirements; collaborating with Customer Project Manager(s) to identify stakeholders and form teams for complete individual site or business unit implementations;
    - 4.1.5.1.5. managing and resolving scope-expanding topics such as customizations, enhancement requests, and implementation issues
    - 4.1.5.1.6. Establishing a centralized Center of Excellence (CoE) to aid enterprise-wide adoption.
    - 4.1.5.1.7. Measuring, analyzing, and presenting project and program success metrics and ROI analyses to appropriate stakeholders within Customer's organization.

4.2. Build & Configure:
- 4.2.1. Includes hours to complete the following:
  - 4.2.1.1. Template Configuration & Advisory Services on identified/prioritized templates
  - 4.2.1.2. System Integration & DocuSign API Advisory (if needed)

4.3. Test:
- 4.3.1. Includes hours to complete the following:
  - 4.3.1.1. Unit & QA Testing
  - 4.3.1.2. End-to-End Testing Support
  - 4.3.1.3. User Acceptance Testing (UAT) Support

4.4. Knowledge Transfer to Project Team:
- 4.4.1. Includes hours of Product Overview for the Project Team
  - 4.4.1.1. DocuSign Basic Concepts
    - 4.4.1.1.1. DocuSign Web Console
    - 4.4.1.1.2. DocuSign Template Creation
    - 4.4.1.1.3. DocuSign Bulk Sending
  - 4.4.1.2. Administrator Knowledge Transfer
    - 4.4.1.2.1. Includes Administrator Knowledge Transfer for admins
- 4.4.2. Solutions Knowledge Transfer:
  - 4.4.2.1. Includes a solutions knowledge transfer for users

4.5. Deploy & Closure:
- 4.5.1. Includes hours of:
  - 4.5.1.1. Deployment planning support
  - 4.5.1.2. Deployment support
  - 4.5.1.3. Go-Live support
  - 4.5.1.4. Technical Support Handoff
- 4.5.2. Includes hours of post Go-Live support

4.6. Project Deliverables:

Deliverables	Description

Deployment from Sandbox to Production	DocuSign will assist customer with deploying the customized solution built as part of this SOW into a Production.

4.7. Out of Scope Services:

4.7.1. DocuSign will be responsible for system integration and DocuSign API advisory only.

5. ASSUMPTIONS

5.1. General Assumptions

5.1.1. Implementation will leverage DocuSign eSignature's out-of-the-box functionality, including the user interface. Custom development, including custom UI and integrations is not in scope.

5.1.2. Customer has and at all relevant times will maintain any necessary license rights for any underlying DocuSign products or services to execute the items within this SOW.

5.1.3. At the conclusion of the discovery and design, Customer and DocuSign will jointly determine what work will be assigned to each team to ensure DocuSign's work effort will remain within the SOW budget. Should Customer require DocuSign to complete additional work that exceeds the budget within this SOW, Carahsoft will issue a Change Order to Customer for the additional budget requested.

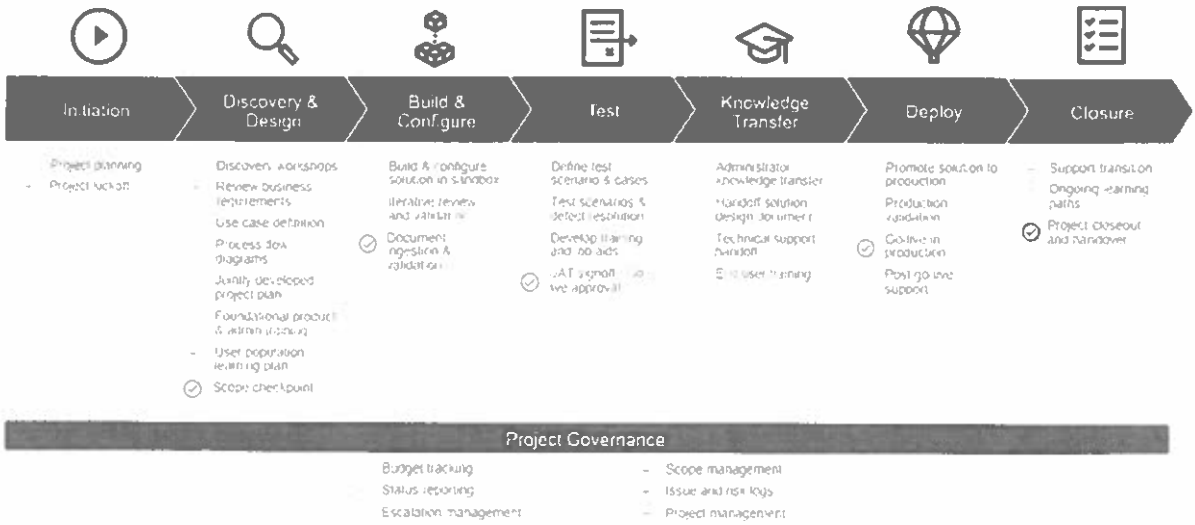
5.1.4. Professional Services will not incorporate DocuSign product enhancements as part of this SOW.

5.1.5. Professional Services will bill for hours associated to supporting the project outlined in this SOW. This work includes project management tasks (i.e. status reporting, project plans, communication plans, project governance and planning meetings), technical work sessions, solution discovery and design, hands-on implementation, project team meetings, and all work to support the success of the project.

5.1.6. For more details on participation in training including rescheduling and cancellation, please reference the DSU policy at https://www.docusign.com/support/docusign-university/cancellation-rescheduling-policy

6. SERVICES DELIVERY APPROACH

The DocuSign implementation approach uses standard methodology built on the delivery of thousands of customer implementations. Below is a high-level overview of this approach. Specific project deliverables and activities that are in scope shall be described in this SOW scope. Items in our methodology that are not described in this SOW will be considered out of scope.



7. ENGAGEMENT RESOURCES

There are several roles involved in the implementation of a Project. Depending on Customer's specific needs, these roles may be shared among team members. DocuSign highly recommends counterparts to these roles on Customer's team as well:

DocuSign Role	Responsibilities
Services Delivery Manager	• Tier 2 Project Escalation Point • Provides solution design guidance and project governance
Digital Transformation Consultant	• Serves as a strategic leader in digital transformation with subject matter expertise in electronic signature, digital signature, and digital transaction management. • Assists the customer in identifying and prioritizing use cases across their organization. • Offers prescriptive guidance on critical decisions. • Measures, analyzes, and presents project and program success metrics and ROI analyses to appropriate stakeholders within a customer's organization.
Solution Architect	• Prepares and facilitates workshops with the key stakeholders to ascertain and define business requirements. • Defines overall functional solution design.

	• Identify and scope custom development efforts discovered during Discovery. • Leads all design-related Deliverables and final configuration.
Product Consultant	• Supports analysis and documentation of process flows and requirements of current and future state processes. • Performs configuration of all settings, updates, and changes of the DocuSign solution. • Creates unit test scripts and performs QA testing. • Coordinate and assist the Customer in User Acceptance Testing.
Technical Consultant	• Assists with configuring the DocuSign solution, satisfying the requirements as defined in the user stories associated to integrations, document migration, and/or custom development. • Performs unit testing of completed configurations.

8. CUSTOMER RESPONSIBILITIES

Customer agrees to maintain their organization's readiness, resource availability, and communication for decisions and issues in a manner to accommodate and not hinder the project. This includes availability from the below role-type decision makers:

Customer Role	Responsibilities
Executive Champion	• Customer Executive Champion • Tier 2 Project Escalation Point • Provides Customer project mandate and ensures resource assignment/availability for project
Project Manager	• Owner of overall project timeline and main point of contact for the DocuSign project team. • Tier 1 point of contact from Customer for escalation and decision-making. • Management of any third-party vendor activities. • Management of Customer project resources.
Business Analyst	• Works with business stakeholders to gather requirements, write user stories, and prioritize user stories to be planned in sprints.
System Administrator	• Participates in the training and handover of the solution from DocuSign to Customer. • Provides administration activities in sandbox or production environments, such as adding users, defining roles, etc.
Technical SME	• Works with DocuSign's resources, and is able to provide understanding of system landscape. • Provides integration support and is able to grant necessary access to legacy systems and tools, as needed. • Responsible for extraction, formatting, mapping, preparation and transmission of legacy documents/data into DocuSign designated formats for migration, as needed.
UAT Testers	• Conducts both Quality Assurance and end-to-end testing during User Acceptance Testing phase. • Reports defects resulting from testing and conducts retesting and final validation.

Upon successful completion of the Project, Customer will be responsible for any ongoing maintenance and future enhancements that are needed.

9. CHANGE CONTROL PROCEDURE

The following process will be followed if a change to this SOW is required:

9.1. A Project Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.
9.2. The designated Project Manager of the requesting party (DocuSign or Customer) will review the proposed change and determine whether to submit the request to the other party.
9.3. Both Project Managers will review the proposed change and approve it for further investigation or reject it. DocuSign and Customer will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Customer Project Managers will sign the CO, which will constitute approval for the investigation charges. Carahsoft will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the CO will have on the SOW price, schedule and other terms and conditions of the Agreement.
9.4. Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a CO will be authorized and signed by both parties.
9.5. In the event that the established timeline for Professional Services identified above needs to be extended, a Change Order defining the new Professional Services End Date must be signed before the original End Date has been reached. The new End Date cannot exceed six months from the originally contracted Expiration Date. The service can only be extended one time. Any further need to retain project resources will require a new contract.
9.6. Unless explicitly stated, a Change Order extending the term for a SOW will apply to all Professional Services and DocuSign University products included in that SOW with the exception of the following: DocuSign CLM Boost Services (8 & 16 hour), DocuSign Campus Pass (Teams & Individual), and Digital Transformation Services (Full Time, Half Time, Quarter Time).

10. PROJECT GUIDELINES

10.1. Team Member Availability. All of Customer's Project team members (as may be agreed by the Parties) will be made available to the DocuSign Project team, based on the Project plan that will be developed upon the full execution of this SOW.
10.2. Response Times. Any questions posed on status or development details will be answered by DocuSign in a reasonable time, with the goal of providing a response within 24 business hours, where business hours are defined as 8 AM to 5 PM (local time), Monday to Friday. DocuSign expects a similar response time from Customer for questions that DocuSign poses to the Customer team.
10.3. Customer Project Manager. The Project Manager for Customer will be responsible for allocating and managing Customer resources for the Project.
10.4. DocuSign Staffing. DocuSign will deploy suitable staff to carry out the Project. The number of resources assigned to the Project will vary during the Project life cycle depending upon the requirements of the Project. The DocuSign resource will keep the Customer Project Manager informed about Customer resources staffing plans.
10.5. Scope Changes. Any changes to the scope of the effort defined herein may result in additional time and fees that will be subject to DocuSign's availability and Carahsoft's standard rates for professional services and will be managed via the change control process outlined above.
10.6. Subcontractors. Customer acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, DocuSign may, at its discretion, deploy DocuSign approved or accredited resources to deliver the Project as a subcontractor of DocuSign. In such cases, DocuSign will deploy partner resources with suitable skills to deliver the Project successfully and will undertake responsibility for any work that such resources undertake whilst engaged on the Project. Such staffing decisions will be based on factors as staff availability, relevant technical or language skill set, geographical location, etc. DocuSign will remain responsible for the acts and omissions of its subcontractors as they relate to the Services as if DocuSign had performed the acts or omissions itself and any such subcontracting will not reduce DocuSign's obligations to Customer under the Agreement or this SOW.
10.7. For clarification, each Party's (and their Affiliates') total liability under the SOW shall be subject to, and not exceed, the limitations of liability that have been agreed in the Agreement.

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: Roz 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

Table of Contents

SECTION 1. DEFINITIONS. 4
SECTION 2. CONTRACT TERM AND TERMINATION. 4
SECTION 3. PAYMENT AND FEES. 5
SECTION 4. CONTRACT MANAGEMENT 6
SECTION 5. COMPLIANCE WITH LAWS. 7
SECTION 6. MISCELLANEOUS 8
SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION 9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY. 10
SECTION 9. DATA SECURITY AND SERVICES. 11
SECTION 10. GRATUITIES AND LOBBYING. 12
SECTION 11. CONTRACT MONITORING. 12
SECTION 12. CONTRACT AUDITS. 12
SECTION 13. BACKGROUND SCREENING AND SECURITY. 13

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Government - Price Quotation

DocuSign Government at Carahsoft

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

TO: Paul Freeman
Enterprise Application Manager
City of Jacksonville
214 North Hogan Street
FL 9
Jacksonville, FL 32202-4240 USA

EMAIL: pfreeman@coj.net

PHONE: (904) 255-8062

FROM: Grace Ferrara
DocuSign Government at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Grace.Ferrara@carahsoft.com

PHONE: (571) 662-3412 FAX: (703) 871-8505

TERMS: Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472
Contract Term: 07/01/2017 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	42692052
QUOTE DATE:	01/24/2024
QUOTE EXPIRES:	02/23/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$74,393.41
TOTAL QUOTE:	$74,393.41

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRI
1	APT-0044	DocuSign Platform Edition - Platform Fee (Envelope Subscription) Includes: Enterprise Pro Edition - Env Subs. qty - 20,000 Enterprise Premier Support - eSign qty - 1 DocuSign, Inc. - APT-0044 Start Date: 02/23/2024 End Date: 02/22/2025	$74,393.41	COOP	1	$74,393.
		SUBTOTAL:				$74,393.
		TOTAL PRICE:				$74,393.
		TOTAL QUOTE:				$74,393.

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DocuSign

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carahsoft

Product Details
eSignature Envelope Allowance: 20,000

Overage/Usage Fees
eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): $8.80

Customer must reference Quote number on Purchase Order.

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

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by t parties.

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

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

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

Government - Price Quotation

DocuSign Government at Carahsoft

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Phone (703) 871 8500 | Fax (703) 871 8505 | Toll Free (888) 662-2724
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Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	42699460
QUOTE DATE:	01/24/2024
QUOTE EXPIRES:	02/23/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$45,188.00
TOTAL QUOTE:	$45,188.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRI
1	APT-0415	Customer Success Architect - Per Hour DocuSign, Inc. - APT-0415 Start Date: 02/23/2024 End Date: 02/22/2025	$225.94 COOP	200	$45,188.
		SUBTOTAL:			$45,188.!
			TOTAL PRICE:		**$45,188.**
			TOTAL QUOTE:		**$45,188.**

Please see SOW for scope

Customer must reference Quote number on Purchase Order.

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

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by t parties.

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

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- not to use DocuSign DoD/IL-4 in production without a BCAP connection (or DISA approval);
- not to process, store or transmit IL-4 production data without a BCAP connection to NIPRnet; o not to use DocuSign DoD/IL-4 to connect to any DocuSign services or applications via an unauthorized endpoint outside of the NIPRnet or non-BCAP connections;
- Customer is responsible for any Customer Data sent to third party applications (regardless of whether such third-party applications are IL-4 certified);
Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.

Carahsoft

CARAHSOFT TECHNOLOGY CORP.'S

Statement of Work for City of Jacksonville

CARAHSOFT TECHNOLOGY CORP.

11493 Sunset Hills RD, SUITE 100

RESTON, VA 20190

DocuSign

STATEMENT OF WORK

AGREED AND ACCEPTED.

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

DocuSign

STATEMENT OF WORK

Quote Number	42699460
OPP ID	2929833
Estimated Services Start Date	February 23, 2024 This date is an estimate only and is subject to change based on contract signature and resource availability.
Expiration Date	February 22, 2025
Payment Terms:	Net 30
Purchase Order Required?	Yes
Purchase Order Number	
Prepared By:	Grace Ferrara

1. FEE SCHEDULE

1.1. Fees:

Service Description	Billing Type	Estimated Start Date	Estimated End Date	Quantity	List Price	Net Price	Total Amount (USD)
Customer Success Architect - Per Hour - (DSI-0000415)	Services are provided on a time and materials basis, billed monthly in arrears.	February 23, 2024	February 22, 2025	200	250.00	225.94	45,188.00
Total Services & Expense Estimate (PO Amount Required, Excluding Tax)							45,188.00

Bill To Address	Customer Billing Contact	Ship To Address
11493 Sunset Hills Rd Reston, VA 20190 United States	Name: Carahsoft Accounting Title: Billing Team Email: accounting@carahsoft.com Phone: +1.703.871.8500	117 W Duval St Ste 400 Jacksonville, FL 32202-3700 United States

2. PERIOD AND STANDARD OF PERFORMANCE; OWNERSHIP

2.1. The Services shall commence on the Effective Date and continue until the completion criteria have been met. The Services will be complete when the earliest of the following occur:
- 2.1.1. All hours agreed in this SOW have been utilized.
- 2.1.2. Customer gives written notice to DocuSign that Services are no longer needed.
- 2.1.3. Expiration Date has been reached.

2.2. DocuSign confirms that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standard practice and this SOW. If Customer believes for any reason that the Services have not been completed consistent with the terms of this SOW, it shall promptly notify DocuSign in writing, in no event more than thirty (30) days after receipt of DocuSign's completion notice or the completion criteria being met. Upon receipt of such notice, DocuSign, at its

option, will either use commercially reasonable efforts to re-perform the affected Services in conformance with this SOW or will terminate the affected Services and will refund Customer the prorated amount of fees for the unperformed or nonconforming Services which shall constitute Customer's exclusive rights and remedies in connection with the performance of the Services. Unless Customer delivers a non-completion notice during the specified time, all aspects of the Services will be deemed accepted without objection by Customer.

2.3. Unless expressly stated otherwise, all information, materials, services and deliverables provided by or for DocuSign in the performance of Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the Services under this SOW.

DocuSign

PROJECT SCOPE & DESCRIPTION

3. EXECUTIVE OVERVIEW

DocuSign Professional Services will partner with the City of Jacksonville as they continue to expand their eSignature footprint. This engagement will focus on identifying, prioritizing, and implementing use cases across the City by providing product and insustry-specific expertise.

4. DESCRIPTION OF SERVICES ("PROJECT")

4.1. Initiation, Discovery & Design:
- 4.1.1. Includes hours to complete the following:
- 4.1.2. Pre-project kickoff meeting in conjunction with Customer.
- 4.1.3. Use Case requirements gathering and discovery workshop(s) with Customer IT and business stakeholders to collect detailed functional and technical requirements.
- 4.1.4. Draft project plan and document use case requirements and design to implement the future state landscape that is agreed to by both parties.
- 4.1.5. Advisory Services:
  - 4.1.5.1. Strategic services to identify, prioritize, develop and deploy use cases across customer's organization by:
    - 4.1.5.1.1. building a "roadmap to success" based on identified high-level use cases with envelope usage,
    - 4.1.5.1.2. advising on proof of concepts that showcase new approaches to utilizing DocuSign;
    - 4.1.5.1.3. determining each use case's requirements for successful implementation;
    - 4.1.5.1.4. assisting Customer with implementation of identified and prioritized use cases by introducing DocuSign SMEs, including technical and administrative requirements; collaborating with Customer Project Manager(s) to identify stakeholders and form teams for complete individual site or business unit implementations;
    - 4.1.5.1.5. managing and resolving scope-expanding topics such as customizations, enhancement requests, and implementation issues
    - 4.1.5.1.6. Establishing a centralized Center of Excellence (CoE) to aid enterprise-wide adoption.
    - 4.1.5.1.7. Measuring, analyzing, and presenting project and program success metrics and ROI analyses to appropriate stakeholders within Customer's organization.

4.2. Build & Configure:
- 4.2.1. Includes hours to complete the following:
  - 4.2.1.1. Template Configuration & Advisory Services on identified/prioritized templates
  - 4.2.1.2. System Integration & DocuSign API Advisory (if needed)

4.3. Test:
- 4.3.1. Includes hours to complete the following:
  - 4.3.1.1. Unit & QA Testing
  - 4.3.1.2. End-to-End Testing Support
  - 4.3.1.3. User Acceptance Testing (UAT) Support

4.4. Knowledge Transfer to Project Team:
- 4.4.1. Includes hours of Product Overview for the Project Team
  - 4.4.1.1. DocuSign Basic Concepts
    - 4.4.1.1.1. DocuSign Web Console
    - 4.4.1.1.2. DocuSign Template Creation
    - 4.4.1.1.3. DocuSign Bulk Sending
  - 4.4.1.2. Administrator Knowledge Transfer
    - 4.4.1.2.1. Includes Administrator Knowledge Transfer for admins
- 4.4.2. Solutions Knowledge Transfer:
  - 4.4.2.1. Includes a solutions knowledge transfer for users

4.5. Deploy & Closure:
- 4.5.1. Includes hours of:
  - 4.5.1.1. Deployment planning support
  - 4.5.1.2. Deployment support
  - 4.5.1.3. Go-Live support
  - 4.5.1.4. Technical Support Handoff
- 4.5.2. Includes hours of post Go-Live support

4.6. Project Deliverables:

Deliverables	Description

Deployment from Sandbox to Production	DocuSign will assist customer with deploying the customized solution built as part of this SOW into a Production.

4.7. Out of Scope Services:

4.7.1. DocuSign will be responsible for system integration and DocuSign API advisory only.

5. ASSUMPTIONS

5.1. General Assumptions

5.1.1. Implementation will leverage DocuSign eSignature's out-of-the-box functionality, including the user interface. Custom development, including custom UI and integrations is not in scope.

5.1.2. Customer has and at all relevant times will maintain any necessary license rights for any underlying DocuSign products or services to execute the items within this SOW.

5.1.3. At the conclusion of the discovery and design, Customer and DocuSign will jointly determine what work will be assigned to each team to ensure DocuSign's work effort will remain within the SOW budget. Should Customer require DocuSign to complete additional work that exceeds the budget within this SOW, Carahsoft will issue a Change Order to Customer for the additional budget requested.

5.1.4. Professional Services will not incorporate DocuSign product enhancements as part of this SOW.

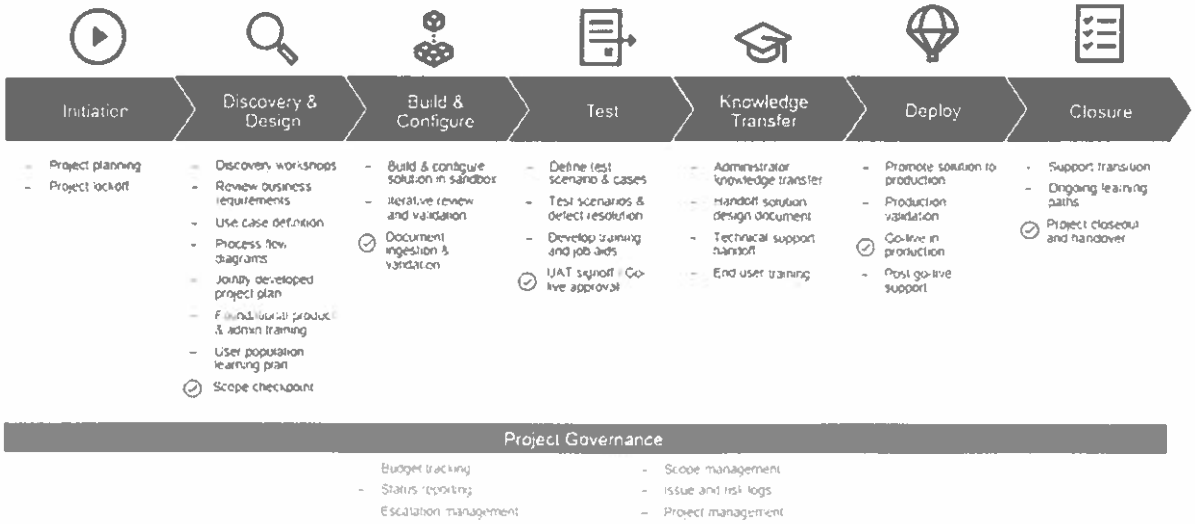
5.1.5. Professional Services will bill for hours associated to supporting the project outlined in this SOW. This work includes project management tasks (i.e. status reporting, project plans, communication plans, project governance and planning meetings), technical work sessions, solution discovery and design, hands-on implementation, project team meetings, and all work to support the success of the project.

5.1.6. For more details on participation in training including rescheduling and cancellation, please reference the DSU policy at https://www.docusign.com/support/docusign-university/cancellation-rescheduling-policy

DocuSign

6. SERVICES DELIVERY APPROACH

The DocuSign implementation approach uses standard methodology built on the delivery of thousands of customer implementations. Below is a high-level overview of this approach. Specific project deliverables and activities that are in scope shall be described in this SOW scope. Items in our methodology that are not described in this SOW will be considered out of scope.



7. ENGAGEMENT RESOURCES

There are several roles involved in the implementation of a Project. Depending on Customer's specific needs, these roles may be shared among team members. DocuSign highly recommends counterparts to these roles on Customer's team as well:

DocuSign Role	Responsibilities
Services Delivery Manager	• Tier 2 Project Escalation Point • Provides solution design guidance and project governance
Digital Transformation Consultant	• Serves as a strategic leader in digital transformation with subject matter expertise in electronic signature, digital signature, and digital transaction management. • Assists the customer in identifying and prioritizing use cases across their organization. • Offers prescriptive guidance on critical decisions. • Measures, analyzes, and presents project and program success metrics and ROI analyses to appropriate stakeholders within a customer's organization.
Solution Architect	• Prepares and facilitates workshops with the key stakeholders to ascertain and define business requirements. • Defines overall functional solution design.

	• Identify and scope custom development efforts discovered during Discovery. • Leads all design-related Deliverables and final configuration.
Product Consultant	• Supports analysis and documentation of process flows and requirements of current and future state processes. • Performs configuration of all settings, updates, and changes of the DocuSign solution. • Creates unit test scripts and performs QA testing. • Coordinate and assist the Customer in User Acceptance Testing.
Technical Consultant	• Assists with configuring the DocuSign solution, satisfying the requirements as defined in the user stories associated to integrations, document migration, and/or custom development. • Performs unit testing of completed configurations.

8. CUSTOMER RESPONSIBILITIES

Customer agrees to maintain their organization's readiness, resource availability, and communication for decisions and issues in a manner to accommodate and not hinder the project. This includes availability from the below role-type decision makers:

Customer Role	Responsibilities
Executive Champion	• Customer Executive Champion • Tier 2 Project Escalation Point • Provides Customer project mandate and ensures resource assignment/availability for project
Project Manager	• Owner of overall project timeline and main point of contact for the DocuSign project team. • Tier 1 point of contact from Customer for escalation and decision-making. • Management of any third-party vendor activities. • Management of Customer project resources.
Business Analyst	• Works with business stakeholders to gather requirements, write user stories, and prioritize user stories to be planned in sprints.
System Administrator	• Participates in the training and handover of the solution from DocuSign to Customer. • Provides administration activities in sandbox or production environments, such as adding users, defining roles, etc.
Technical SME	• Works with DocuSign's resources, and is able to provide understanding of system landscape. • Provides integration support and is able to grant necessary access to legacy systems and tools, as needed. • Responsible for extraction, formatting, mapping, preparation and transmission of legacy documents/data into DocuSign designated formats for migration, as needed.
UAT Testers	• Conducts both Quality Assurance and end-to-end testing during User Acceptance Testing phase. • Reports defects resulting from testing and conducts retesting and final validation.

Upon successful completion of the Project, Customer will be responsible for any ongoing maintenance and future enhancements that are needed.

9. CHANGE CONTROL PROCEDURE

The following process will be followed if a change to this SOW is required:

9.1. A Project Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.
9.2. The designated Project Manager of the requesting party (DocuSign or Customer) will review the proposed change and determine whether to submit the request to the other party.
9.3. Both Project Managers will review the proposed change and approve it for further investigation or reject it. DocuSign and Customer will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Customer Project Managers will sign the CO, which will constitute approval for the investigation charges. Carahsoft will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the CO will have on the SOW price, schedule and other terms and conditions of the Agreement.
9.4. Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a CO will be authorized and signed by both parties.
9.5. In the event that the established timeline for Professional Services identified above needs to be extended, a Change Order defining the new Professional Services End Date must be signed before the original End Date has been reached. The new End Date cannot exceed six months from the originally contracted Expiration Date. The service can only be extended one time. Any further need to retain project resources will require a new contract.
9.6. Unless explicitly stated, a Change Order extending the term for a SOW will apply to all Professional Services and DocuSign University products included in that SOW with the exception of the following: DocuSign CLM Boost Services (8 & 16 hour), DocuSign Campus Pass (Teams & Individual), and Digital Transformation Services (Full Time, Half Time, Quarter Time).

10. PROJECT GUIDELINES

10.1. Team Member Availability. All of Customer's Project team members (as may be agreed by the Parties) will be made available to the DocuSign Project team, based on the Project plan that will be developed upon the full execution of this SOW.
10.2. Response Times. Any questions posed on status or development details will be answered by DocuSign in a reasonable time, with the goal of providing a response within 24 business hours, where business hours are defined as 8 AM to 5 PM (local time), Monday to Friday. DocuSign expects a similar response time from Customer for questions that DocuSign poses to the Customer team.
10.3. Customer Project Manager. The Project Manager for Customer will be responsible for allocating and managing Customer resources for the Project.
10.4. DocuSign Staffing. DocuSign will deploy suitable staff to carry out the Project. The number of resources assigned to the Project will vary during the Project life cycle depending upon the requirements of the Project. The DocuSign resource will keep the Customer Project Manager informed about Customer resources staffing plans.
10.5. Scope Changes. Any changes to the scope of the effort defined herein may result in additional time and fees that will be subject to DocuSign's availability and Carahsoft's standard rates for professional services and will be managed via the change control process outlined above.
10.6. Subcontractors. Customer acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, DocuSign may, at its discretion, deploy DocuSign approved or accredited resources to deliver the Project as a subcontractor of DocuSign. In such cases, DocuSign will deploy partner resources with suitable skills to deliver the Project successfully and will undertake responsibility for any work that such resources undertake whilst engaged on the Project. Such staffing decisions will be based on factors as staff availability, relevant technical or language skill set, geographical location, etc. DocuSign will remain responsible for the acts and omissions of its subcontractors as they relate to the Services as if DocuSign had performed the acts or omissions itself and any such subcontracting will not reduce DocuSign's obligations to Customer under the Agreement or this SOW.
10.7. For clarification, each Party's (and their Affiliates') total liability under the SOW shall be subject to, and not exceed, the limitations of liability that have been agreed in the Agreement.

APPROVED
By Kevin at 9:53 am, Nov 17, 2023

OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
5500 Cherokee Avenue, Suite 300
Alexandria VA 22312

CONTACT NAME:
PHONE (A/C, No, Ext): 800-274-0268 FAX (A/C, No):
E-MAIL ADDRESS: macertificates@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Cincinnati Insurance Company	10677
INSURER B: Endurance Assurance Corporation	11551
INSURER C: Hartford Fire Insurance Company	19682
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Carahsoft Technology Corp. CARAHTECHN
FedResults, Inc.
11493 Sunset Hills Road
Suite 100
Reston VA 20190

COVERAGES **CERTIFICATE NUMBER:** 2108182554 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT X LOC OTHER	Y	Y	ENP0651059	4/19/2023	4/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	EBA0651059	4/19/2023	4/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	ENP0651059	4/19/2023	4/19/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B C	Cyber & Professional Liability Crime			NRO30043701400 30TP032740921	8/27/2023 2/6/2023	8/27/2024 2/6/2024	$10,000,000 Occ $5,000,000 Limit	$10,000,000 Agg $50,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jacksonville and City's members, officials, officers, employees and agents are listed as additional insured. ATIMA A waiver of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents applies

CERTIFICATE HOLDER

City of Jacksonville
214 Hogan
Jacksonville FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 16, 2023

City of Jacksonville
214 N HOGAN ST
JACKSONVILLE FL 32202

Account Information:

Policy Holder Details :	CARAHSOFT TECHNOLOGY CORP

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

APPROVED
By Kevin at 9:54 am, Nov 17, 2023

ABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2023

NFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	PHONE (A/C, No, Ext): (800) 524-7024	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Hartford Fire and Its P&C Affiliates	00914
INSURED	INSURER B:	
CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON VA 20190-5230	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG ZJ6798	04/19/2023	04/19/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Jacksonville
214 N HOGAN ST
JACKSONVILLE FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation		
Name		
1860 Michael Faraday Drive, Suite 100		
Address		
Reston	VA	20190
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person: Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid #CH16012

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012 Contract must recertify its qualifications each year

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed

CONTRACTOR		STATE	
Contractor's signature	10/11/16 Date	Director, Division of Purchasing	10.13.16 Date

Robert Moore, Vice President
Type or Print Name and Title

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revised 6 June 2016)

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

Table of Contents

SECTION 1. DEFINITIONS. 4
SECTION 2. CONTRACT TERM AND TERMINATION. 4
SECTION 3. PAYMENT AND FEES. 5
SECTION 4. CONTRACT MANAGEMENT 6
SECTION 5. COMPLIANCE WITH LAWS. 7
SECTION 6. MISCELLANEOUS 8
SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION 9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY. 10
SECTION 9. DATA SECURITY AND SERVICES. 11
SECTION 10. GRATUITIES AND LOBBYING. 12
SECTION 11. CONTRACT MONITORING. 12
SECTION 12. CONTRACT AUDITS. 12
SECTION 13. BACKGROUND SCREENING AND SECURITY. 13

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.

CONTRACT FOR DOCUSIGN ESIGNATURE ENTERPRISE LICENSES
(Utilizing State of Florida Alternative Contract Source No. 43230000-NASPO-16-ACS)

This Contract for DocuSign eSignature Enterprise Licenses (this "**Contract**") is dated January 5 2024, ~~2023~~ (the "**Effective Date**"), and is between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **CARAHSOFT TECHNOLOGY CORP.**, a Maryland corporation ("**Carahsoft**").

Whereas, effective July 31, 2017, the State of Florida and Carahsoft entered into NASPO ValuePoint Participating Addendum, Alternative Contract Source No: 43230000-NASPO-16-ACS (the "**State Contract**"), attached to this Contract as Exhibit A, for the procurement of services and equipment as stated in the State Contract (the "**Services**").

Whereas, the State of Florida entered into the State Contract under section 287.042(16), Florida Statutes, using the State of Utah Cooperative Contract # AR2472 (the "**Master Agreement**"), attached to this Contract as Exhibit B, which was competitively procured and awarded by and through the National Association of State Procurement Officials (NASPO) ValuePoint.

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

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

Whereas, the State Contract was competitively procured and awarded by the State of Florida in accordance with law and is in full force and effect until September 30, 2026.

Whereas, on December 4, 2023, the City's Procurement Division approved the use of the State Contract by administrative award (POA-70950-24).

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

Whereas, pursuant to the Master Agreement, the City and Carahsoft also want to incorporate the DocuSign Master Services Agreement for Public Sector Resale Customers (the "**Service Level Agreement**," which is further defined in the Master Agreement), attached to this Contract as Exhibit C.

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

1. **Engagement of Carahsoft**. The City hereby engages Carahsoft and Carahsoft hereby accepts said engagement for the purpose of providing the Services to the City. Carahsoft shall provide the Services in accordance with the provisions of this Contract, the State Contract, the Master Agreement, and the Service Level Agreement. Any conflict between the provisions of this Contract, the State Contract, the Master Agreement, and the Service Level Agreement will be resolved in the order of this Contract, the State Contract, the Master Agreement, and the Service Level Agreement, but only to the extent of any conflict.

2. **Term**. The term of this Contract (the "**Term**") commences on the Effective Date and terminates on November 29, 2024. The parties may terminate this Contract in accordance with the terms of the State Contract.

3. **Compensation**. The City shall compensate Carahsoft according to the terms and conditions of the State Contract.

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

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

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

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

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

8. **Maximum Indebtedness.** Notwithstanding any provision in this Contract or the State Contract to the contrary, the maximum indebtedness of the City for all fees, reimbursable items, or other costs for the Services provided by Carahsoft during the Term shall not exceed the sum of **Twenty-Nine Thousand and 00/100 Dollars ($29,000.00)**.

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

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

11. **Nondiscrimination.** As required by section 126.404, Jacksonville Ordinance Code, Carahsoft represents that it has adopted and will maintain throughout the Term a policy of nondiscrimination against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Carahsoft agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, however, that Carahsoft shall not be required to produce for inspection records covering periods of time more than one year prior to the day and year first above written. Carahsoft agrees that, if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

12. **Public Records.** In accordance with section 119.0701, Florida Statutes, Carahsoft shall:

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

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

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

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

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

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

13. **Recitals; Attachments**. The recitals are accurate and true and are hereby incorporated in this Contract. All attachments and exhibits to this Contract are hereby incorporated in this Contract.

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

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

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

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

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

Attest

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

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: _____
Donna Deegan
Mayor

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

Witness

CARAHSOFT TECHNOLOGY CORP. a Maryland corporation

By: Aubrey Donohue
Name: Aubrey Donohue
Title: Contract Coordinator

By: Natalie LeMay
Name: Natalie LeMay
Title: State & Local Contracts Manager

Encumbrance and funding information for internal City use:

Maximum Indebtedness: **$29,000.00**

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

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

_____
Director of Finance
City Contract # 70950-24

Form Approved:

_____
Office of General Counsel

GC-#1602761-v2-Carahsoft_Technology_Corp_POA-70950-24_Piggyback_Contract_for_DocuSign_eSignature_Enterprise_Licenses.docx

EXHIBIT A

NASPO ValuePoint
Participating Addendum

State of Florida
Alternative Contract Source No: 43230000-NASPO-16-ACS

[See attached.]

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

Table of Contents

SECTION 1. DEFINITIONS. 4
SECTION 2. CONTRACT TERM AND TERMINATION. 4
SECTION 3. PAYMENT AND FEES. 5
SECTION 4. CONTRACT MANAGEMENT 6
SECTION 5. COMPLIANCE WITH LAWS. 7
SECTION 6. MISCELLANEOUS 8
SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION 9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY. 10
SECTION 9. DATA SECURITY AND SERVICES. 11
SECTION 10. GRATUITIES AND LOBBYING. 12
SECTION 11. CONTRACT MONITORING. 12
SECTION 12. CONTRACT AUDITS. 12
SECTION 13. BACKGROUND SCREENING AND SECURITY. 13

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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EXHIBIT B

State of Utah Cooperative Contract # AR2472

[See attached.]

Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor.

Carahsoft Technology Corporation		
Name		
1860 Michael Faraday Drive, Suite 100		
Address		
Reston	VA	20190
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR		STATE	
Contractor's signature	10.11/16 Date	Director, Division of Purchasing	10.13.16 Date

Robert Moore, Vice President
Type or Print Name and Title

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

EXHIBIT C

DocuSign Master Services Agreement for Public Sector Resale Customers

[See attached.]

DOCUSIGN MASTER SERVICES AGREEMENT FOR PUBLIC SECTOR RESALE CUSTOMERS

If you started a subscription before May __ 2022, your use of the DocuSign Services is governed by the terms here: https://www.docusign.com/company/legacy-agreements

This DocuSign Master Services Agreement for Public Sector Resale Customers ("**MSA**") is made between DocuSign, Inc., a Delaware corporation ("**DocuSign**"), and the customer identified on the Order Form or SOW ("**Customer**"), together referred to as the "**Parties**" and each individually as a "**Party**", as of the date of last signature below (the "**MSA Effective Date**"). The Parties hereby agree to the terms and conditions of this MSA, including any specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable DocuSign Service Schedule(s) and Attachments (located at https://www.docusign.com/company/terms-and-conditions/msa-service-schedules), Order Form(s) and SOW, each of which become binding on the Parties and are incorporated into this MSA upon the provisioning of any DocuSign Services (defined below) to Customer. All DocuSign Services provisioned to Customer are governed by and incorporate the following documents in effect as of the date of the last update of such documents, collectively referred to as the "**Agreement**":

1. the Order Form and/or Statement of Work;
2. any attachments, addenda, and/or appendix(ices) to this MSA or a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), addenda, appendix(ices), and Service Schedule(s) are determined by the DocuSign Service(s) provisioned to Customer. In the event of a conflict, the order of precedence is as set out above in descending order of control. This offer by DocuSign is expressly conditioned on assent to the terms and conditions of this Agreement, and any different or additional terms or conditions specified by Customer at any time in purchase orders or other documentation are hereby rejected.

Public Sector Resale MSA Version: May 2022

TABLE OF CONTENTS

1. Definitions
2. Usage and Access Rights
3. Ownership
4. Security and Customer Data
5. Purchase Agreement
6. Reserved
7. Term and Termination
8. Warranties and Disclaimers
9. Third-Party Claim Procedures, Conditions and Remedies
10. Limitation of Liability
11. Confidentiality
12. Governing Law, Venue and Claims
13. General

1. DEFINITIONS

"**Account**" means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

"**Account Administrator**" is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer's Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

"**Affiliate**" means any DocuSign entity that DocuSign directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a DocuSign Affiliate as long as that interest is maintained.

"Authorized User" means one individual natural person, whether an employee, business partner, contractor, or agent of Customer who is registered by Customer in Customer's Account to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in this Agreement and is accessing or using the DocuSign Services solely to support Customer's internal business purposes.

"Confidential Information" means: (a) for DocuSign and its Affiliates, the DocuSign Services, Documentation and other related technical information, security policies and processes, product roadmaps and pricing (to the extent allowable under applicable law); (b) for Customer, Customer Data; (c) any other information of a Party (or for DocuSign, its Affiliates) that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party receiving Confidential Information (**"Recipient"**) (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient should reasonably understand it to be confidential information of the disclosing Party; and (d) to the extent allowable by applicable law, the terms and conditions of this Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

"Customer" means the entity that has contracted with the Reseller for the purchase of applicable DocuSign Services. Any Customer that is not a Public Sector Resale Customer will be subject to terms included in DocuSign's Master Services Agreement for Resell Customers, which is available at: https://www.docusign.com/company/terms-and-conditions/reseller.

"Customer Data" means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Services or material provided by or on behalf of DocuSign.

"DFARS" means the Defense Federal Acquisition Regulation Supplement as set forth in Chapter 2 of Title 48 of the Code of Federal Regulations, 48 CFR 2.

"Documentation" means DocuSign's then-current technical and functional documentation for the DocuSign Services as made generally available by DocuSign.

"DocuSign Service(s)" means the services provided by DocuSign under an Order Form or SOW, and may include Professional Services, software, source code, or other technology licensed to DocuSign from third parties and embedded into the services that DocuSign provides to Customer. Notwithstanding the foregoing, DocuSign Services do not include Third-Party Services (defined below).

"DoD" means the United States Department of Defense.

"eDocument" refers to a contract, notice, disclosure, or other record or document deposited into the DocuSign Service by Customer for processing.

"FAR" means the Federal Acquisition Regulation as set forth in Chapter 1 of Title 48 of the Code of Federal Regulations, 48 CFR 1.

"Order Form" means the paper or online order form between DocuSign and Reseller that sets forth the DocuSign Services selected by Customer.

"Order End Date" means the end date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

"Order Start Date" means the start date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

"Professional Services" means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form or Statement of Work ("**SOW**") between DocuSign and Reseller.

"Public Sector Resale Customers" are Customers authorized to use DocuSign Services pursuant to an Order Form and/or SOW and the Agreement and are: a United States Federal agency or department (as well as any eligible ordering activity purchasing through a Federal Supply Schedule Contract, as defined in GSA Order OGP 4800.2I (or its successor), state or local government or agency thereof, or (ii) a United States public school (including both K-12 and university institutions), but only to the extent the DocuSign Services are being used in an Authorized User's official capacity as a Federal, state, local government, or school official or employee ("**Official Use**"). Customers who are not bona fide Public Sector Resale Customers are not eligible to use DocuSign Services according to the terms of this MSA, but, instead, will be subject to terms included in DocuSign's Master Services Agreement for Resell Customers, which is available at: https://www.docusign.com/company/terms-and-conditions/reseller.

"Purchase Agreement" means any agreement between Customer and Reseller relating to Customer's purchase of DocuSign Services from that Reseller.

"Reseller" means an entity that has contracted with DocuSign or one of DocuSign's authorized distributors to resell DocuSign Services and with which Customer has contracted directly to purchase applicable DocuSign Services.

"Service Schedule" means the service-specific terms and conditions applicable to a particular DocuSign Service(s) provisioned to Customer.

"System" means the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to make available the DocuSign Services via the Internet.

"Third-Party Services" means services, software, products, applications, integrations and other features or offerings that are provided by Customer or obtained by Customer from a third party.

2. USAGE AND ACCESS RIGHTS

2.1 Right to Use. DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of the Agreement, DocuSign grants to Customer a worldwide, limited, non-exclusive, non-transferable right and license during the Term, solely for its Official Use by Authorized Users for Customer's internal business purposes, and in accordance with the Documentation, to: (a) access and use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will ensure that its Authorized Users using the DocuSign Services under its Account comply with all of Customer's obligations under the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2 Restrictions. Customer shall not, and shall not permit its Authorized Users or others under its control to, do the following with respect to the DocuSign Services:

(a) use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics set forth in this Agreement, including the applicable Order Form or SOW;

(b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the DocuSign Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;

(c) access or use the DocuSign Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services, or (ii) allowing access to its Account or the DocuSign Services by a direct competitor of DocuSign;

(d) reverse engineer, decompile, disassemble, copy or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Services or technologies, without DocuSign's written consent;

(e) use the DocuSign Services or Documentation in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

(f) fail to use commercially reasonable efforts to avoid interference with or disruption to the integrity, operation, performance, or use or enjoyment by others of the DocuSign Services;

(g) use the DocuSign Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the DocuSign Services or any host, network, or account related thereto or use any aspect of the DocuSign Services components other than those specifically identified in an Order Form or SOW, even if technically possible; or

(h) use, or allow the use of, the DocuSign Services by anyone located in, under the control of, or a resident of a U.S. embargoed country or territory or by a prohibited end user under Export Laws (as defined in Section 13.5).

2.3 Suspension of Access. DocuSign may suspend any use of the DocuSign Services or remove or disable any Account or content that DocuSign reasonably and in good faith believes violates the Agreement, unless DocuSign is prohibited from doing so by applicable law or regulation (e.g. FAR 52.233-1 as prescribed by FAR 33.215 or other agency supplemental terms as applicable to Customer). DocuSign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law, regulation or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services or a third party. Under circumstances where notice is delayed, DocuSign will provide notice if and when the related restrictions in the previous sentence no longer apply.

2.4 Third-Party Services. Customer may choose to obtain Third-Party Services from third parties and/or DocuSign (for example, through a reseller arrangement or otherwise). Any acquisition by Customer of Third-Party Services is solely between Customer and the applicable Third-Party Service provider and DocuSign does not warrant, support, or assume any liability or other obligation with respect to such Third-Party Services, unless expressly provided otherwise in the Order Form or this Agreement. DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services. In the event Customer chooses to integrate or interoperate Third-Party Services with DocuSign Services in a manner that requires DocuSign or the DocuSign Services to exchange Customer Data with such Third-Party Service or Third-Party Service provider, Customer: (a) grants DocuSign permission to allow the Third-Party Service and Third-Party Service provider to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate and necessary to enable the interoperation of that Third-Party Service with the DocuSign Services; (b) acknowledges that any exchange of data between Customer and any Third-Party Service is solely between Customer and the Third-Party Service provider and is subject to the Third-Party Service provider's terms and conditions governing the use and provision of such Third-Party Service (the presentation and manner of acceptance of which is controlled solely by the Third-Party Service provider); and (c) agrees that DocuSign is not responsible for any disclosure, modification or deletion of Customer Data resulting from access to such data by Third-Party Services and Third-Party Service providers.

3. OWNERSHIP

3.1 Customer Data. Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit, store and/or disclose the Customer Data in order to provide the DocuSign Services to Customer, subject to the terms of Section 11.2 (Required Disclosure) below, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by applicable law or regulation.

3.2 DocuSign Services. DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto (including any machine learning algorithms output from the DocuSign Services) and/or provided hereunder. Unless

otherwise specified in the applicable SOW, all deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the DocuSign Service(s) under this Agreement.

3.3 Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources (**"Feedback"**). To the extent Customer provides Feedback, Customer grants to DocuSign and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the DocuSign Services) without restriction provided that: such Feedback does not identify Customer, or Authorized Users, or include any Customer Data without Customer's prior written consent.

4. SECURITY AND CUSTOMER DATA

4.1 Security. DocuSign will use commercially reasonable industry standard security technologies in providing the DocuSign Services. DocuSign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and Customer personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to such data in accordance with the Security Attachment for DocuSign Services found at: https://www.docusign.com/company/terms-and-conditions/security-attachment-docusign-services. Additional or differing security obligations, if any, will be expressly set forth in the applicable Service Schedule, Order Form, or separate written agreement between the Parties.

4.2 Customer Data. Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the DocuSign Services. Further, Customer is solely responsible for determining the suitability of the DocuSign Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer's use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) in accordance with the Data Protection Attachment for DocuSign Services found at: https://www.docusign.com/company/terms-and-conditions/data-protection-attachment, for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer's non-compliance; and (c) as otherwise set forth in the Agreement.

4.3 Usage Data. Customer agrees that DocuSign may collect and use quantitative data, derived from the use of the DocuSign Services for business purposes, including industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, Customer Data, or any third parties utilizing the DocuSign Services.

5. PURCHASE AGREEMENT.

Customer will comply with the terms of the Purchase Agreement. Customer acknowledges that compliance with the terms of the Purchase Agreement is a material condition under this Agreement, and if Reseller notifies DocuSign that Customer is in breach of such Purchase Agreement, DocuSign may consider the Customer to be in breach of this Agreement.

6. RESERVED

7. TERM AND TERMINATION

7.1 Term. The term of an Order Form or SOW and any associated Service Schedule(s) is the period of time, including all renewals thereto, that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form or SOW (the **"Term"**). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by the Agreement. The term of this MSA and this Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect or DocuSign Services are provisioned to Customer. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

7.2 Termination for Breach. If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then except as prohibited by applicable law or regulation, the other Party may terminate the Agreement in its entirety by giving the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof.

7.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) except as prohibited by applicable law or regulation, Customer will pay any amounts owed by Customer that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to DocuSign Services and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further DocuSign Services to Customer under the Agreement will immediately terminate, except any such DocuSign Services that are expressly to be provided following the expiration or termination of this Agreement; and (e) the Parties' rights and obligations under Sections 4.3, 7.1, 7.3, 8.3 and 9 through 13 will survive. Except as otherwise expressly set forth herein and unless prohibited by applicable law or regulation, no termination for any reason shall entitle Customer or Reseller to a refund of any portion of the fees paid and any fees or charges incurred through the effective date of termination which shall become immediately due and payable.

8. WARRANTIES AND DISCLAIMERS

8.1 DocuSign Service Warranties. DocuSign warrants that during the applicable Term, the DocuSign Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services. Customer's sole and exclusive remedy for any breach of this warranty by DocuSign is for DocuSign to repair or replace the affected DocuSign Services to make them conform, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement.

8.2 Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery or performance of the Agreement.

8.3 DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE AGREEMENT, DOCUSIGN: (A) MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (B) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE; AND (C) DOES NOT WARRANT THAT THE DOCUSIGN SERVICES ARE OR WILL BE ERROR-FREE OR MEET CUSTOMER'S REQUIREMENTS. CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY.

9. THIRD PARTY CLAIM PROCEDURES, CONDITIONS AND REMEDIES

9.1 Procedures/Conditions. In the event applicable law or regulation requires DocuSign to indemnify Customer, then except as prohibited by applicable law or regulation, such indemnification is expressly conditioned on: (a) the Customer giving providing prompt written notice of the claim for which indemnification is sought hereunder (the "**Claim**"), and (b) DocuSign being given a full and complete opportunity to control or meaningfully participate in the defense and settlement of the Claim. Customer or Customer's authorized settlement authority (as applicable) shall not, without DocuSign's prior written consent, agree to any settlement on behalf of DocuSign which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of DocuSign. Notwithstanding anything herein to the contrary, and, except as prohibited by applicable law or regulation, DocuSign will not be responsible for any Claim due to Customer's or its Authorized User's combination of DocuSign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the DocuSign Services not described in the Documentation or otherwise expressly authorized by DocuSign in writing.

9.2 Infringement Remedy. If Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign's indemnification

obligations under applicable law or regulation, then DocuSign will, at its sole expense and option, except as prohibited by applicable law or regulation, either: (a) obtain for Customer the right to use the affected portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to avoid the Claim without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with items of substantially similar functionality so as to avoid the Claim. If DocuSign determines that the foregoing remedies are not commercially reasonable and notifies Customer of such determination, then either Party may terminate the Agreement, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees for the infringing DocuSign Services received by DocuSign under the Agreement that correspond to the unused portion of the Term. Except as prohibited by applicable law or regulation, the remedies set out in this Section 9.2 (Infringement Remedy) are Customer's sole and exclusive remedies for any actual or alleged infringement by the DocuSign Services of any third-party intellectual property right.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Damages. EXCEPT FOR THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 3.2 (DOCUSIGN SERVICES), UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, SALES OR BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, WORK STOPPAGE OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

10.2 Limitation of Liability. EXCEPT FOR: (A) DAMAGES RESULTING FROM DEATH OR BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY, CAUSED BY EITHER PARTY'S NEGLIGENCE; (B) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (C) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (AND THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE(S) PROVIDED HEREUNDER WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO RESELLER FOR THE DOCUSIGN SERVICE(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT. THE PARTIES FURTHER ACKNOWLEDGE THAT CUSTOMER MAY HAVE STATUTORY RIGHTS AGAINST DOCUSIGN FRANCE SAS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AMOUNTS RECOVERED BY CUSTOMER AGAINST DOCUSIGN FRANCE SAS PURSUANT TO SUCH RIGHTS SHALL BE AGGREGATED WITH ANY OTHER CLAIMS HEREUNDER FOR PURPOSES OF THE CAP ON DAMAGES SET FORTH ABOVE.

10.3 Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by DocuSign and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of the Agreement, and each of these provisions will apply even if the warranties in the Agreement have failed of their essential purpose.

11. CONFIDENTIALITY

11.1 Restricted Use and Nondisclosure. During and after the Term, Recipient will to the extent permissible according to applicable law or regulation: (a) use the Confidential Information of the disclosing Party solely for the purpose for which it is provided or for legal, regulatory or compliance purposes as required by applicable law or regulation; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its Affiliates (where Recipient is DocuSign), attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

11.2 Required Disclosure. If Recipient is required by applicable law or regulation to disclose Confidential Information of the disclosing Party (such as but not limited to the terms of this Agreement), Recipient will give prompt written notice to the disclosing Party before making the disclosure, unless prohibited from doing so by applicable legal, regulatory (e.g. FAR or DFAR) or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure. Notwithstanding the foregoing, Customer may comply with any requirement under the Customer's applicable U.S. State law (for non-Federal U.S. Customers) with respect to use and disclosure of public records including without limitation any applicable "Freedom of Information" laws. If Customer is required by applicable law to disclose any information that would be considered to be Confidential Information as set forth herein, Customer shall make reasonable efforts to notify DocuSign of such disclosure, to limit such disclosure to only that information that is required to be disclosed by applicable law and to cooperate in any effort reasonably made by DocuSign to prevent or limit such disclosure.

11.3 Ownership. Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

11.4 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 10 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party may be entitled under applicable law (but not required) to seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of the Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 11 (Confidentiality).

12. GOVERNING LAW, VENUE AND CLAIMS

12.1 Governing Law / Venue

(a) U.S. Federal and State/Local Customers. Notwithstanding anything herein to the contrary, provisions of the Agreement pertaining to governing law and venue such as Section 12.1(b) do not apply to Customer's Official Use of DocuSign Services in Customer's capacity as a state, local government, U.S. Federal Government agency, or school official or employee to the extent such provisions are prohibited by Customer's applicable State constitution or laws, or (as applicable) U.S. Federal law.

(b) All other Customers. Except as set forth in Section 12.1(a) (above), this Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary, and, the Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any Federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement.

(c) Conventions / Equitable Relief. To the extent permitted by applicable law, choice of law rules, the 1980 U.N. Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted, shall not apply. Notwithstanding the foregoing, and except as prohibited by applicable law or regulation, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

12.2 English Language. To the extent allowed by law, the English version of this Agreement is binding, and other translations are for convenience only.

12.3 Claims. If the Customer is an "executive agency" of the United States Government (as defined by 41 USC 7101-8), then all Claims (as defined in FAR 52.233-1-c) by DocuSign against the United States for any alleged breach of this Agreement must be brought as a dispute as set forth in the Contract Disputes Act (41 USC 7101).

13. GENERAL

13.1 Relationship. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

13.2 Assignability. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, except as prohibited by applicable law or regulation, DocuSign may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain, and Customer may assign to a successor agency as part of formal reorganization, provided that: (a) for Customers, if they are authorized to do so by FAR 42.1204 or State equivalent; and (b) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under the Agreement will be void.

13.3 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) DocuSign Services, (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to legal@docusign.com. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 12.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, or two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

13.4 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision and without its fault or negligence (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) (**"Force Majeure Event"**), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event, setting forth the full particulars in connection therewith; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event with all reasonable dispatch; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Delays in fulfilling the obligations to pay hereunder are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

13.5 Trade Restrictions. The DocuSign Services, Documentation, and the provision and any derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories (**"Trade Restrictions"**).

(a) Each Party shall comply with all applicable Trade Restrictions in performance of the Agreement. For the avoidance of doubt, nothing in this Agreement is intended to induce or require either Party to act in any manner which is penalized or prohibited under any applicable laws, rules, regulations or decrees.

(b) Customer represents that it is not a Restricted Party. **"Restricted Party"** means any person or entity that is: (i) located or organized in a country or territory subject to comprehensive U.S. sanctions (currently including Cuba, Crimea, Iran, North Korea, Syria) (**"Sanctioned Territory"**); (ii) owned or controlled by or acting on behalf of the government of a Sanctioned Territory; (iii) an entity organized in or a resident of a Sanctioned Territory; (iv) identified on any list of restricted parties targeted under U.S., EU or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control's (**"OFAC"**) List of Specially Designated Nationals and Other Blocked Persons, the OFAC Sectoral Sanctions List, the U.S. State Department's Nonproliferation Sanctions and other lists, the U.S. Commerce Department's Entity List or Denied Persons List located at https://www.export.gov/article?id=Consolidated-Screening-List, the consolidated list of persons, groups and entities subject to EU financial sanctions from time to time; or (v) owned or controlled by, or acting on behalf of, any of the foregoing.

(c) Customer acknowledges and agrees that it is solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Authorized Users' content or Customer Data transmitted through the DocuSign Services. Customer shall not and shall not permit any Authorized User to access, use, or make the DocuSign Services available to or by any Restricted Party or to or from within any Sanctioned Territory.

13.6 Anti-Corruption. In connection with the DocuSign Services performed under this Agreement and Customer's use of DocuSign's services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DocuSign employees or agents in connection with an Order Form, SOW or this Agreement.

13.7 U.S. Government Rights. All DocuSign Services, including Documentation, and any software as may be provided under an applicable Service Schedule, are deemed to be "commercial computer software" and "commercial computer software documentation". "Commercial computer software" has the meaning set forth in FAR section 2.101 for US. Federal civilian agency purchases and DFARS 252.227-7014(a)(1) for U.S. Federal defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a U.S. Federal civilian agency, including acquisitions via GSA contract, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13.8 Publicity. Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, DocuSign agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on our homepage or elsewhere on one of DocuSign's hosted sites unless permission to do so has been granted by Customer or by other relevant government authority.

13.9 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

13.10 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect.

13.11 Entire Agreement. This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under this Agreement. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. This Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. This Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if DocuSign accepts or does not otherwise reject the purchase order or other ordering document.

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

Contract Purchase Agreement POA-70950-24 Change Order 1

Agreement	POA-70950-24
Agreement Date	07-DEC-2023
Change Order	1
Change Order Date	02-JAN-2024
Revision	1
Agreement Amount	29,000.00 USD
Contract or Number	

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Carahsoft
RESTON, VA 20190

Notes

25986	Net 45	Freight Prepaid	FOB Destination	Best Way
06-Dec-2023	28-Nov-2024		John Hernandez jhernandez@coj.netPhone 904-2558808	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

6

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 Sibio

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: 2/8/2024

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 2/12/2024

APPROVED _____ DISAPPROVED _____

OTHER _____

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

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

Government - Price Quotation

DocuSign Government at Carahsoft

DocuSign

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

carahsoft

TO: Paul Freeman
Enterprise Application Manager
City of Jacksonville
214 North Hogan Street
FL 9
Jacksonville, FL 32202-4240 USA

EMAIL: pfreeman@coj.net

PHONE: (904) 255-8062

FROM: Grace Ferrara
DocuSign Government at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Grace.Ferrara@carahsoft.com

PHONE: (571) 662-3412 FAX: (703) 871-8505

TERMS: Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472
Contract Term: 07/01/2017 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	42692052
QUOTE DATE:	01/24/2024
QUOTE EXPIRES:	02/23/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$74,393.41
TOTAL QUOTE:	$74,393.41

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRI
1	APT-0044	DocuSign Platform Edition - Platform Fee (Envelope Subscription) Includes: Enterprise Pro Edition - Env Subs. qty - 20,000 Enterprise Premier Support - eSign qty - 1 DocuSign, Inc. - APT-0044 Start Date: 02/23/2024 End Date: 02/22/2025	$74,393.41	COOP	1	$74,393.
		SUBTOTAL:				$74,393.

TOTAL PRICE:	$74,393
TOTAL QUOTE:	$74,393