

Ron DeSantis, Florida Governor
Pedro Allende, Secretary
James Grant, Florida State Chief Information Officer

**AGENCY TERM CONTRACT
FOR
EXTERNAL FACING ASSET DISCOVERY SOLUTION
DMS-22/23-138A
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
MAINLINE INFORMATION SYSTEMS, INC.**

AGENCY TERM CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES ON BEHALF OF FLORIDA DIGITAL SERVICE (Department), with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and MAINLINE INFORMATION SYSTEMS, INC. (Contractor), with offices at 1700 Summit Lake Drive, Tallahassee, FL 32317, each a "Party" and collectively referred to herein as the "Parties".

WHEREAS, the Contractor responded to the Department's Request for Quotes (RFQ), No: DMS-22/23-138, External-Facing Asset Discovery Solution; and

WHEREAS, the Department has accepted the Contractor's Quote and enters into this Contract in accordance with the terms and conditions of RFQ No. DMS-22/23-138.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties agree as follows:

1.0 Definitions

- 1.1 Agency Term Contract (ATC or Contract): A written agreement between the Department and the Contractor that is for use by the entire Department and under which Purchase Orders (PO) shall be issued.
- 1.2 Business Day: Any day of the week excluding weekends and holidays observed by State agencies pursuant to subsection 110.117(1)(a)-(j), Florida Statutes (F.S.).
- 1.3 Calendar Day: Any day in a month, including weekends and holidays.
- 1.4 Contract Administrator: The person designated pursuant to section 8.0 of this Contract.
- 1.5 Contract Manager: The person designated pursuant to section 8.0 of this Contract.
- 1.6 Customer: Agencies as defined in section 287.012, Florida Statute (F.S.), and Eligible Users as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).
- 1.7 Purchaser: The agency as defined in section 287.012, F.S., or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.), who issues a Purchase Order from this ATC.

2.0 Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined and described in Exhibits A and B.

3.0 Contract Term

This ATC shall have an initial term of three (3) years, subject to any limitations based on the term of the underlying Alternate Contract Source (ACS), and shall begin on the last date on which it is signed by all Parties.

4.0 Renewal Terms

The Department reserves the right to renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, in accordance with section 287.057, F.S. and subject to any limitations based on the term of the underlying ACS, at the renewal pricing specified in the Contractor's Quote or upon mutual agreement of the Parties as set forth in the

Contract. Renewals are also contingent upon satisfactory performance by the Contractor, as determined by the Department.

5.0 Contract Documents and Hierarchy

All Exhibits attached to this Contract are incorporated in their entirety and form as part of this Contract. This Contract sets forth the entire understanding between the Parties and is comprised by the following documents:

1. Exhibit A: RFQ No. DMS-22/23-138;
2. Exhibit B: Contractor's Quote.

In the event that any of the Contract documents conflict, the order of precedence set forth in Section 17.0, of RFQ No. DMS-22/23-138 shall control.

In the event of any conflict between this Contract and any applicable federal or state statute, administrative rule or regulation; the statute, rule or regulation will control.

6.0 Amendments

Unless otherwise provided herein, all modifications to this Contract must be in writing and signed by both Parties, except changes to Section 8.0, below. Any future amendments of the Contract, which alter the definition of the services or scope of work, shall define the services or scope in the same format as Exhibit A and Exhibit B.

Notwithstanding the order listed in Section 5.0, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

7.0 Contract Notices

In addition to the provisions in Section 38 of Form PUR 1000 (10/06), Contract notices may be delivered by email to the Contractor's Representative as prescribed in Section 8.0. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable.

8.0 Contract Contacts

The Department may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. The Contractor shall address all communication relating to the Contract to the Contract Manager.

8.1 The Department employee who is primarily responsible for maintaining the Contract Administration file is:

Alisha Morgan
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399-0950
Email: DMS.Purchasing@dms.fl.gov

The Department's Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Maintain this Contract and all amendments; and
3. Maintain records of all formal contract correspondence between the Department and the Contractor as provided by the Contract Manager for filing in the Contract Administration file.

8.2 The Department's Contract Manager is:

Lacy Perkins
Procurement and Grants Manager
Florida Digital Service
2555 Shumard Oak Blvd.
Tallahassee, FL 32399
Telephone: (850) 274-4156
Email: Purchasing@digital.fl.gov

The Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Enforce performance of the Contract terms and conditions;
4. Monitor and evaluate the Contractor's performance to ensure services conform to the Contract requirements;
5. Request all amendments, renewals, and terminations of this Contract, and implement management of the Contract change;
6. Exercise applicable remedies, as appropriate, when the Contractor's performance is deficient;
7. Evaluate the Contractor's performance upon completion of this Contract. This evaluation will be placed in the Contract file and will be considered if this Contract is subsequently used as a reference in future procurements.

For each PO issued, the Purchaser's Contract Manager will perform the following functions:

1. Verify the Customer received the deliverables from the Contractor;
2. Review, verify, and approve invoices from the Contractor;
3. Monitor the quality of services and commodities being delivered;
4. Monitor the budget to ensure funds are available through the PO term; and
5. Serve as the liaison between the Department, the Customer, and Contractor relating to quality and delivery.

8.3 The Contractor has assigned the following individual(s) to serve as the Contractor's Representative for this Contract:

Felicity Lynch
Fed. Conts & Negotiations Manager
1700 Summit Lake Drive
Tallahassee, FL 32317
Telephone: (540) 522-1619
Email: felicity.lynch@mainline.com

The Department will direct all questions and customer service issues concerning this Contract to the Contractor's Representative above. It will be the Contractor's Representative's responsibility to coordinate with the necessary Department, Purchaser, and Customer personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the Department's Contract Manager if a new employee is designated as the Contractor's Representative for this Contract.

9.0 Assignment

The Contractor shall not assign its duties or rights under this Contract to another party without the prior written approval of the Department. The Department shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency of the State of Florida upon providing written notice to the Contractor.

10.0 Price Decreases

The Contractor shall apply to the Department any price decrease effectuated during the Contract term by reason of market change or special sales offered to other customers. Such a price decrease applies regardless of whether any related equipment is rented or leased by the Department under the Contract. Price increases are rejected, unless otherwise stated.

11.0 Additions/Deletions

During the term of the Contract, the Department reserves the right to add or delete services and commodities, when considered to be in its best interest and general scope of the Contract. Pricing shall be comparable to the amounts awarded.

12.0 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

13.0 Other Conditions

13.1 Independent Contractor Status

This Contract does not create an employee/employer relationship between the Parties. The Parties are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State's unemployment insurance law. The Parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their Contract duties. Services and commodities provided by each Party under this Contract shall be subject to the supervision of the other Party. In performing this Contract, neither Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties agree that they

are separate and independent business enterprises, and that each can pursue other opportunities.

This Contract shall not be construed as creating any joint venture or partnership between the Parties, and neither Party will be liable for any obligation incurred by the other Party, including, but not limited to, unpaid wages and overtime premiums.

13.2 Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, pandemics, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

13.3 Cooperation with the Florida Senate and Florida House of Representatives

In accordance with section 287.058(7), F.S., the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

13.4 Employment of State Workers

During the term of the Contract, Contractor shall not knowingly employ, subcontract with or subgrant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined by section 112.312(15), F.S.) who is employed by the State or who has participated in the performance or procurement of this Contract, except as provided in section 112.3185, F.S.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

MAINLINE INFORMATION SYSTEMS, INC.:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES:

DocuSigned by:
Joseph P. Elebash
A9FC98822028481...
Authorized Signature

DocuSigned by:
Pedro Allende
5E91A9D369EB47C...
Pedro Allende, Secretary

Joseph P. Elebash
Print Name

6/29/2023 | 12:45 PM EDT
Date

Chief Financial Officer
Title

6/29/2023 | 7:32 AM PDT
Date

Ron DeSantis, Florida Governor
James Grant, Florida State Chief Information Officer

Exhibit A

Request for Quotes (RFQ)

DMS-22/23-138

External-Facing Asset Discovery Solution

Alternate Contract Sources:

Cloud Solutions (43230000-NASPO-16-ACS)

Software Value Added Reseller (SVAR) (43230000-23-NASPO-ACS)

**Technology Products, Services, Solutions, and Related Products
and Services (43210000-US-16-ACS)**

1.0 **DEFINITIONS**

The following definitions shall apply throughout this RFQ:

Agency Term Contract (ATC): The written agreement resulting from the award of this Request for Quotes between the Department and the Contractor(s).

Contractor: The vendor awarded an ATC resulting for this Request for Quotes.

Customer: Agencies as defined in section 287.012, Florida Statute (F.S.), and Eligible Users as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

Department: The State of Florida, Department of Management Services (DMS), on behalf of the Florida Digital Service.

Purchase Order: The authorization to begin providing services to a Customer under the terms of this RFQ and a resulting ATC, if applicable.

Purchaser: The agency as defined in section 287.012, F.S., or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.), who issues a Purchase Order from this RFQ or a resulting ATC.

Quote: A vendor's response to this Request for Quotes.

Solution: The external-facing asset discovery software to monitor the attack surface of Customer systems.

2.0 OBJECTIVE

Pursuant to section 287.056(2), F.S., the Department intends to purchase an external-facing asset discovery Solution for use by the Department and Customers to monitor the attack surface of Customer systems, as specified in this RFQ.

The Department also reserves the right to execute an Agency Term Contract (ATC), in the form attached hereto, with the awarded Contractor(s) for the commodities and services specified in this RFQ. The ATC will allow the Department and Customers to purchase the Solution at or below the pricing provided by the awarded Contractor(s) throughout the ATC term.

This RFQ is being issued under the following Alternate Contract Source (ACS) contracts:

- Cloud Solutions (43230000-NASPO-16-ACS)
- Software Value Added Reseller (43230000-23-NASPO-ACS)
- Technology Products, Services, Solutions, and Related Products and Services (43210000-US-16-ACS)

3.0 DESCRIPTION OF PURCHASE

The Department is seeking a Contractor(s) to provide an external-facing asset discovery Solution for the Department and Customers on a statewide basis. The Solution shall include software, implementation, training, support, and integration services as described below. The Contractor will be responsible for providing the Solution to Customers. The Contractor shall be responsible for all aspects of providing the Solution to Customers, as provided herein.

4.0 BACKGROUND INFORMATION

In accordance with section 282.318, F.S., the "State Cybersecurity Act," the Department "is the lead entity responsible for establishing standards and processes for assessing state agency cybersecurity risks and determining appropriate security measures." Additionally, the statute states that the Department "shall adopt rules that mitigate risks; safeguard state agency digital assets, data, information, and information technology resources to ensure availability, confidentiality, and integrity; and support a security governance framework."

The Department is also responsible for implementing the recommendations of the February 1, 2021, Florida Cybersecurity Task Force Final Report which addresses key objectives related to the state's cybersecurity infrastructure, governance, and operations. The resulting initiatives, projects, and efforts constitute the Enterprise Cybersecurity Resiliency Program.

Additionally, in accordance with section 282.3185, F.S., the "Local Government Cybersecurity Act," "Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework." In the Fiscal Year 2022-2023 General Appropriations Act (line 2944A), the Department was tasked with administering a competitive grant program for local government cybersecurity technical assistance for municipalities and counties. The Department intends to provide access to solutions to equip Customers with resources compliant with the abovementioned cybersecurity standards.

5.0 TERM

The ATC(s) shall have an initial term of three (3) years, subject to any limitations based on the term of the underlying ACS. The Department also reserves the right to renew the ATC(s) in accordance with section 287.057, F.S, and subject to any limitations based on the term of the underlying ACS. Renewals are also contingent upon satisfactory performance by the Contractor, as determined by the Department. Purchase Orders (PO) will be issued in accordance with the RFQ and any applicable ATC as services are needed for Customers.

6.0 SCOPE OF WORK

The Solution proposed in any Quote must not conflict with Chapter 282, F.S., Rule Title 60GG, Florida Administrative Code (F.A.C.), and cybersecurity best practices. The Solution must meet or exceed the applicable state and federal laws, regulations, and standards for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework. The Contractor shall provide services in the manner prescribed by this Scope of Work. The Department expects the services to be completed remotely and is not requiring the Contractor to travel. Each Purchase Order may include, but not be limited to:

6.1. Software Solution/Specifications

The Solution shall help identify, analyze, and manage the external attack surface of Customer systems, applications, and networks. The Solution shall be a proactive approach to security that involves assessing and reducing the attack surface, which is the sum of the total of all the possible entry points and vulnerabilities that an attacker could exploit to gain access to a system or network.

6.1.1. Multi-Tenant

The Solution shall support a multi-tenant, multi-organization architecture. Each tenant must have its own instance and each instance must aggregate up to a single instance and view. The aggregated instance will support enterprise security operations. The Solution shall provide dashboards for single-source visibility into threats, investigations, and trends.

6.1.2. Vulnerability Identification

The Solution shall provide the ability to enumerate the inferred vulnerability to Common Vulnerabilities and Exposures (CVEs) listed within the National Vulnerability Database tailored to the version of software or protocol that is present on the asset.

6.1.3. Device Metadata

The Solution shall assist in the utilization of device banner properties.

6.1.4. SSL/TSL Certificates

The Solution shall support querying Secure Socket Layer/Transport Layer Security (SSL/TLS) certificates for all internet connected devices attributed to Customers utilizing any field and provide internet-wide SSL/TLS certificates attributed to Customer devices.

6.1.5. Service Identification

The Solution shall support querying all identified services across all internet-connected devices across Customers and cross-correlate the queried data with various security tools.

6.1.6. Scanning & Monitoring

The Solution shall support the ability to scan and monitor Customer assets visible from the public internet.

6.1.7. Banner Grabbing

The Solution shall support querying banner information across all internet-connected devices attributed to the Customer and obtain banner grab information for Threat ID/Correlation.

6.1.8. Policy

The Solution shall provide the ability to control and issue policies of interest for the attack surface to include the ability to turn policies on or off, adjust their default priority, and their assignment status as well as provide a list of all available policies to users in a read-only format.

6.1.9. Asset Management and Ownership

6.1.9.1. The Solution shall provide the automated ability to flexibly assign network ownership supporting hierarchical network oversight relationships.

6.1.9.2. The Solution shall accurately determine ownership of Customer subnetworks, domains, certificates, services, and Autonomous System Numbers (ASNs) with minimal false positives or false negatives.

6.1.10. Reporting

The Solution shall provide the ability to generate a report of an identified issue along with asset ownership information linked to the asset, reasons the issue was flagged, and an explanation of the issue.

6.1.11. Role-Based Access

The Solution shall provide the ability to create customizable role-based personas based on responsibility.

6.1.12. Data Export

The Solution shall provide the ability to generate a customizable export of data based on user filters for assets, services, and issues present within the platform.

6.1.13. Integration

- 6.1.13.1. The Solution shall integrate with the Department's existing security tools, such as firewalls, antivirus software, and security information and event management (SIEM) systems. The Customer shall determine if the Solution is able to integrate with the Customer's security tools. The Contractor shall take any steps necessary to support Customer integration.
- 6.1.13.2. The Solution shall be capable of data integration through common exchange techniques and frameworks such as RESTful APIs
- 6.1.13.3. The Solution shall be capable of integrating with a variety of identity and access management (IAM) systems to meet Customer current and future needs.
- 6.1.13.4. Initial Integration shall include connecting each Customer to the state Cybersecurity Operations Center (CSOC) and validating with FL[DS] that all Solution data is properly integrated, as requested by the Customer.
- 6.1.13.5. Integration Maintenance may be required after initial integration to ensure that the Solution properly exchanges data between Customers and the state Cybersecurity Operations Center. The Contractor shall address any concerns that FL[DS] has regarding integration issues.

6.1.14. Performance and Availability

The Solution shall perform in accordance with the approved Service Level Agreement (SLA) (see Section 10.2) and be available 99.999% of the time per month.

- 6.1.14.1. The performance and availability SLA shall provide information on performance and availability objectives for the Solution to perform successfully and be available 99.999% of the time per month.
- 6.1.14.2. The Contractor shall propose meaningful financial consequences in the draft performance and availability SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.2. **Training and Support**

Through the Solution, the Contractor shall provide all consulting, training, and support to the Customer and FL[DS] to ensure successful implementation of the Solution and ongoing support as necessary and as defined by FL[DS] to include, but not be limited to:

- 6.2.1. Consult with and the Department, the Purchaser, and the Customer to ensure the Department, the Purchaser, and the Customer has the information necessary for decision-making.
- 6.2.2. Adhere to the FL[DS]-approved training SLA that specifies the objectives, description of the materials/resources provided to meet the objectives, suggested method of training (in-person, live webinar, online course, etc.), specific training suggested for each user roles.

6.2.2.1. The training SLA must specify Initial Training (included in Item No. 1 on Attachment A, Price Sheet) provided and Ongoing Training provided (included in Item No. 2 on Attachment A, Price Sheet).

6.2.2.2. The vendor shall propose meaningful financial consequences in the draft training SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.2.3. Adhere to the FL[DS]-approved SLA for support service which provides information on support objectives, resources, availability, response times, resolution times and issue criticality levels.

6.2.3.1. The vendor shall propose meaningful financial consequences in the draft support service SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.3. Kickoff Meeting

6.3.1. The Contractor shall conduct a kickoff meeting with the Purchaser to further clarify Contract expectations.

6.3.2. If the PO covers more than just the Purchaser, the Contractor shall conduct a kickoff meeting for each Customer on a date and time agreed upon by the FL[DS] (if the Solution is being integrated into the CSOC) and the Customer. The Contractor may hold a kickoff meeting with multiple Customers per meeting.

6.3.3. The kickoff meeting for the Customer should include a demonstration of the Solution, or prior to the kickoff meeting, a link may be provided to the Customer to demonstrate the Solution.

6.4. Implementation

The Contractor shall implement the Solution with each Customer upon the Purchaser's approval, FL[DS] approval (if the Solution is integrating with the CSOC), and the Customer's approval of the Implementation Plan. The Contractor shall collaborate with the Customer to develop an Implementation Plan addressing all items contained in **Section 6.0**, Scope of Work, and submit it to the Purchaser, FL[DS] as applicable, and the Customer for approval.

The Implementation Plan must include the following at a minimum:

6.4.1. All tasks required to fully implement and complete Initial Integration of the Solution.

6.4.2. Identify if the Contractor, Purchaser, FL[DS] (if applicable), or other Customer is responsible for each task.

6.4.3. Dates that each task (or group of tasks) will be completed by, identify task dependencies, and tasks on the critical path to ensure timely project completion.

6.4.4. Describe necessary training, method of training (in-person, live webinar, online course, etc.), and training dates.

6.4.5. Describe the support available to ensure successful implementation and Initial Integration.

6.4.6. Provide Contractor contact information (name, title, email, and phone number) for the Contractor Representative who is assigned to oversee successful implementation and Initial Integration.

- 6.4.7. Document the frequency and method(s) for the Contractor to communicate the ongoing status of the Implementation Plan to the Purchaser and any other Customers.

6.5. **Reporting**

The Contractor shall provide the following reports to the Purchaser:

- 6.5.1. Quarterly Business Reviews (QBR) which will include, but not be limited to, performance reports and metrics on service level achievements. The Contractor shall schedule a quarterly meeting to review the QBR and document any financial consequences to be assessed as necessary.
- 6.5.2. Monthly Implementation Reports shall be provided to the Purchaser to document compliance with Final Implementation Plan(s) and document any financial consequences to be assessed as necessary.
- 6.5.3. Monthly Training Reports shall be provided to the Purchaser to document all training provided to the Purchaser and any other Customers and document any financial consequences to be assessed as necessary.
- 6.5.4. Monthly Service Reports shall be provided to the Purchaser to document Solution performance, availability, response times, and resolution times and document any financial consequences to be assessed as necessary.
- 6.5.5. Ad hoc reports as requested by the Purchaser.

6.6. **Optional Services**

6.6.1. **Manage, Detect, and Respond (MDR)**

If available, the vendor shall provide optional annual pricing along with an SLA to manage, detect, and respond to security issues detected by the Solution.

- 6.6.1.1. Adhere to the FL[DS]-approved MDR SLA which provides information on MDR objectives, resources, availability, response times, resolution times, and issue criticality levels.
- 6.6.1.2. The vendor shall propose meaningful financial consequences in the draft MDR SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.6.2. **Future Integrations**

If available, the vendor shall provide optional pricing along with an SLA for Application Programming Interfaces available for the Solution.

- 6.6.2.1. Adhere to the FL[DS]-approved SLA for future integrations which include services and solutions that augment, enhance, or expand the Solution in a meaningful way.
- 6.6.2.2. The vendor shall propose meaningful financial consequences in the draft future integrations SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

7.0 **DELIVERABLES**

Deliverables for each Purchase Order may be submitted earlier than the delivery dates listed in **Table 1**. All deliverables are subject to the approval and acceptance of the Purchaser. The Contractor shall provide the services identified in **Section 6.0**, Scope of Work, to complete

the deliverables as described in **Table 1** below. The Contractor will not be compensated for the kickoff meetings, or any work performed before or during the development of the Implementation Plan. Once the Implementation Plan is approved in writing by the Purchaser, FL[DS] (if applicable), and the Customer, as applicable, the Contractor shall provide the Customer with access to the software in accordance with the approved Implementation Plan (Final Implementation Plan). Once software access is granted to the Customer, and the Customer confirms receipt, the Contractor will invoice the Purchaser at the pricing established in Attachment A, Price Sheet, within thirty (30) days. The Contractor will be compensated, annually, in advance, for the Solution for each PO in accordance with this RFQ. The Purchaser may waive or amend any due dates in writing at its sole discretion.

TABLE 1 DELIVERABLES AND FINANCIAL CONSEQUENCES			
No.	Deliverable	Time Frame	Financial Consequences
1	The Contractor shall host a kickoff meeting with the Purchaser individually, and kickoff meeting with each additional Customer, and FL[DS] (if applicable) in accordance with the PO, and any applicable ATC.	The Contractor shall host the meeting within five (5) calendar days of PO issuance.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after deliverable due date.
2	The Contractor shall submit the Implementation Plan timely and in accordance with the PO and any applicable ATC.	The Contractor shall collaborate with the Customer and submit each Customer's Implementation Plan to the Purchaser and each additional Customer within 10 calendar days of PO issuance.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after the deliverable due date until the Customer Implementation Plan is received. Financial consequences shall also be assessed for a Customer's Implementation Plan submitted that is not in accordance with the PO and any applicable ATC, in the amount of \$500 for each incomplete Implementation Plan.
3	The Contractor shall provide Solution access and all services in the Final Implementation Plan in accordance with this PO and any applicable ATC.	The Contractor shall provide Solution access and complete all requirements established in the Final Implementation Plan timely and accurately.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after any due date specified in the Final Implementation Plan, until the

**TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES**

No.	Deliverable	Time Frame	Financial Consequences
			<p>requirement is accurately completed.</p> <p>Financial consequences shall be assessed in the amount of \$200 per requirement for each instance services are not performed, or documentation is not received, in accordance with this RFQ and the Implementation Plan.</p>
4	The Contractor shall ensure the Solution is available in accordance with this PO and any applicable ATC.	The Solution must be available 99.999% of the time per month in accordance with the FL[DS]-approved SLA and. Compliance is calculated on a monthly basis for each Customer.	Financial Consequences shall be assessed against the Contractor in the amount of \$100 for each negative deviation from the thousandth decimal point. For example, a Customer's monthly uptime of 99.997% will result in a financial consequence of \$200, unless the Department accepts different financial consequence in the Contractor's Quote.
5	The Contractor shall ensure the Solution performs in accordance with the FL[DS]-approved SLA.	The Solution must perform in accordance with the FL[DS]-approved SLA.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after any due date specified in the FL[DS]-approved SLA, until the requirement is accurately completed, unless the Department accepts different financial consequence in the Contractor's Quote.
6	The Contractor shall ensure training and support are provided in accordance with the FL[DS]-approved SLA.	Training and support must be provided in accordance with Section 6.2. of this RFQ and the FL[DS]-approved SLA for training and support.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after any due date specified in the FL[DS]-approved SLA, until the requirement is accurately completed, unless the

**TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES**

No.	Deliverable	Time Frame	Financial Consequences
			Department accepts different financial consequence in the Contractor's Quote.
7	The Contractor shall report accurate information in accordance with the PO and any applicable ATC.	<p>QBRs are due 15 calendar days after the end of the quarter (January - March, April - June, July - September, and October - December).</p> <p>Monthly Implementation Reports are due five (5) calendar days after the end of the month.</p> <p>Monthly Training Reports are due five (5) calendar days after the end of the month.</p> <p>Monthly Service Reports are due five (5) calendar days after the end of the month.</p> <p>Ad hoc reports are due five (5) calendar days after the request by the Purchaser.</p>	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after any due date, until an accurate report is received.

All deliverables are subject to the approval and acceptance of the Purchaser. Any deliverables rejected by the Purchaser will be subject to the applicable financial consequences in Table 1 until the Contractor resubmits and the Purchaser accepts the deliverable.

8.0 PERFORMANCE MEASURES

The Contractor shall perform all required services in a proper and satisfactory manner as determined by the Purchaser. The Contractor shall perform 100% of deliverable requirements to the satisfaction of the Purchaser, within the PO-required deadlines.

8.1 Performance Compliance

By submitting a response to this RFQ, the Contractor acknowledges and agrees that its performance under this SOW must meet the standards set forth above and that it will be bound by the conditions set forth herein. After executing an applicable financial consequence, the Purchaser may, at its sole discretion, allow additional time for the Contractor to remedy the performance issues identified by the Purchaser; or, after giving the Contractor a reasonable opportunity to cure such performance issues, may proceed with default proceedings.

The Purchaser reserves the right to perform or assign the required services to another contractor, if the awarded Contractor is not achieving the required levels of service, after the Contractor has been duly notified of their inadequacy.

Where any applicable ATC(s) and PO(s) require the generation and submission of deliverables to the Purchaser, receipt by the Purchaser will not be construed to mean or imply acceptance of those deliverables. It is specifically intended by the Purchaser that acceptance of required deliverables constitute a separate act. The Purchaser may reject deliverables as incomplete, inadequate, or unacceptable according to the parameters set forth in this SOW.

By submitting a Quote, the vendor represents and warrants that the Solution substantially conforms or exceeds the specifications herein and will continue to substantially conform or exceed the specifications provided herein throughout the duration of any resultant ATC and PO. The Solution's failure to substantially conform or exceed these specifications may result in termination of any resultant ATC or PO(s).

9.0 FINANCIAL CONSEQUENCES

The Purchaser shall impose financial consequences upon the Contractor for failure to comply or submit evidence documenting compliance with the performance standard requirements, or deliverable deemed unacceptable by the Purchaser if the Contractor fails to resolve errors, as set forth in **Section 7.0**, Deliverables. If the Purchaser chooses to allow completion of Contract requirements after the time allowed, its allowance shall not act as a waiver of financial consequences. These financial consequences are not a penalty and are intended to incentivize successful performance of the specified requirements.

Financial consequences assessed will result in a payment or an automatic credit to the Purchaser, at the Purchaser's discretion. In the event the Purchaser disagrees with a financial consequence assessment by the Contractor, the Purchaser will make the final determination on the Contractor's compliance with the deliverables and financial consequence assessment.

10.0 RESPONSE CONTENT AND FORMAT

10.1 Responses are due by the date and time shown in **Section 11.0**, Timeline.

10.2 Quotes shall be concise, in an electronic Adobe PDF format, and prepared using the following outline:

- 1) Documentation to describe the external-facing asset discovery software Solution proposed and how it meets the requirements of this RFQ to include the following at a minimum:

- a. A draft SLA for Solution performance and availability which adheres to all provisions of this RFQ.
 - b. A draft SLA for training and support which adheres to all provisions of this RFQ.
 - i. The training SLA must specify initial training (included in Item No. 1 on Attachment A, Price Sheet) provided and ongoing training provided (included in Item No. 2 on Attachment A, Price Sheet).
 - c. A draft implementation plan for a Customer which adheres to all provisions of this RFQ.
 - d. A draft MDR SLA, if applicable, per section 6.6.1 with annual pricing.
 - e. A draft SLA for future integrations, if applicable, per section 6.6.2 with pricing.
 - f. A draft disaster recovery plan per section 30.5.
- 2) Documentation describing any experience providing the Solution, or similar Solution, on a statewide basis or across a large geographic region.
 - 3) Documentation describing the vendor's capacity and ability to implement the Solution on a statewide basis.
 - 4) Detail regarding any value-added services.
 - 5) **Attachment A**, Price Sheet, containing pricing for all items and completed in accordance with the instructions provided in this RFQ.
 - 6) **Attachment B**, Contact Information Sheet, containing the contacts for the Quote and the resulting ATC(s) and PO(s).
 - 7) **Non-Disclosure Agreement** executed by the vendor.

If the vendor is utilizing subcontractors, the vendor shall identify all subcontractors the vendors will utilize to provide the services required by this RFQ and what services each subcontractor will provide.

- 10.3** All Quotes should be submitted via email to the Department's Procurement Officer, identified in **Section 12.0**. Quotes must remain valid for at least 180 calendar days.

Note: If the vendor considers any part of its response to the RFQ to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), it shall provide the Department with a copy of its response with such Confidential Information redacted in accordance with Section 19.

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11.0 TIMELINE

EVENT	DATE
Release of the RFQ	May 5, 2023
Pre-Quote Conference Link: https://us02web.zoom.us/meeting/register/tZlsfuGvqDijHdaKvoYj6iNtEzhVerwxZ4Xq	May 10, 2023, at 9:30 a.m., Eastern Time
Responses Due to the Procurement Officer, via email	May 16, 2023, by 5:00 p.m., Eastern Time
Solution Demonstrations and Quote Negotiations	May 17-19, 2023
Anticipated Award, via email	May 19, 2023

12.0 PROCUREMENT OFFICER

The Procurement Officer for this RFQ is:

Alisha Morgan
 Department of Management Services
 4050 Esplanade Way
 Tallahassee, FL 32399-0950
DMS.Purchasing@dms.fl.gov

13.0 PRE-QUOTE CONFERENCE

The Department will hold a Pre-Quote Conference as indicated in **Section 11.0**, Timeline, above to answer vendor questions. The Department will use its best efforts to answer vendor questions during the Pre-Quote Conference.

14.0 SOLUTION DEMONSTRATIONS

If the Department requests a demonstration of the Solution, the vendor must be available to demonstrate the Solution to the Department during the timeframe specified in **Section 11.0**, Timeline.

15.0 QUOTE NEGOTIATIONS

The Department may schedule negotiation sessions with vendors to discuss the Quote if any aspects of the Quote are not in the best interest of the Department. These negotiations will be scheduled in the timeframe specified in **Section 11.0**, Timeline. The Department does not anticipate exceeding these timeframes. The Department may require the vendors to revise any terms and conditions in the vendor's Quote, including any SLAs, during this timeframe.

16.0 SELECTION OF AWARD

The Department intends to select one (1) or more vendor(s) that provide the overall best value to the State. The Department will consider all aspects of submitted Quotes when

making a selection, including the proposed Solution, how it meets the requirements, benefits to the State, and price.

17.0 RFQ HIERARCHY

The ATC(s) and PO(s) resulting from this RFQ will include the following Attachments which set forth the entire understanding of the Customer, the Contractor, and the Department and supersede all prior agreements. All Attachments listed below will be incorporated in their entirety into, and form part of any ATC(s) or PO(s) issued. In the event of a conflict between the documents that make up any ATC(s) and PO(s), priority shall be in the order listed:

- 1) The PO(s);
- 2) The ATC(s);
- 3) The Department's Non-Disclosure Agreement (NDA) or other Purchaser's NDA;
- 4) This RFQ;
- 5) Department's Purchase Order Terms and Conditions;
- 6) The ACS contract the vendor submitted their Quote in accordance with [ACS: Cloud Solutions (43230000-NASPO-16-ACS), Software Value Added Reseller (SVAR) (43230000-23-NASPO-ACS), or Technology Products, Services, Solutions, and Related Products and Services (43210000-US-16-ACS); 43230000-NASPO-16-ACS Cloud Solutions]; and
- 7) The vendor's Quote.

18.0 DEPARTMENT'S CONTRACT MANAGER

The Department's Contract Manager who will oversee the Contractor's performance of its duties and obligations pursuant to the terms of any applicable ATC and any resultant PO and serve as a liaison with the Contractor, will be as follows:

To Be Determined
 Florida Department of Management Services
 Florida Digital Service
 2555 Shumard Oak Blvd
 Tallahassee, FL 32399
purchasing@digital.fl.gov

19.0 PAYMENT

- 19.1** The Contractor will be compensated in advance, annually, for all Deliverables per PO. Once the Implementation Plan is approved by the Purchaser, FL[DS] (if applicable) and the Customer in writing, the Contractor shall provide the Customer with access to the software in accordance with the Final Implementation Plan. Once software access is granted to the Customer, and the Customer confirms receipt, the Contractor will submit one (1) invoice to the Contract Manager specified in the PO indicating the date the Customer received the software access.
- 19.2** On each invoice, the Contractor shall certify that all costs and fees claimed in the invoice statement for payment are accurate and were performed in furtherance of the PO.
- 19.3** Contractor compensation will be exclusively made in accordance with the terms of this RFQ, any applicable ATC, and the PO. The Purchaser will not reimburse the Contractor for any other expenses associated with, or related to, any applicable ATC

or resultant PO(s). For example, travel related expenses, including lodging, mileage, vehicle rental, and food, will not be subject to reimbursement.

- 19.4** Purchasers shall pay invoices in accordance with their governing laws and regulations, which shall govern the rights and obligations of the Purchaser and the Contractor. The Department shall pay invoices submitted by the Contractor in accordance with the provisions of section 215.422, F.S., which shall govern the rights and obligations of the Department and the Contractor.
- 19.5** The Contractor is responsible for the performance of all tasks and deliverables contained in any applicable ATC or PO.

20.0 PUBLIC RECORDS AND DOCUMENT MANAGEMENT

20.1 Access to Public Records

The Department may unilaterally cancel any applicable ATC or PO for failure by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with any applicable ATC or PO.

20.2 Contractor as Agent

Solely for the purposes of this section, the Contract Manager specified in the PO is the custodian of public records. If under the PO, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, F.S., the Contractor shall:

- 1) Keep and maintain public records required by the public agency to perform the service.
- 2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the PO term and following the completion of the PO if the Contractor does not transfer the records to the public agency.
- 4) Upon completion of the PO, 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 PO, 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 PO, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Purchaser, upon request from the Purchaser's custodian of public records, in a format that is compatible with the information technology systems of the Purchaser.
- 5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THE PURCHASE ORDER, CONTACT THE FOLLOWING CONTACTS:

DEPARTMENT:

CUSTODIAN OF PUBLIC RECORDS

PHONE NUMBER: 850-487-1082

EMAIL: PublicRecords@dms.fl.gov

**MAILING ADDRESS: 4050 ESPLANADE WAY, SUITE 160
TALLAHASSEE, FL 32399.**

OTHER PURCHASER:

CONTRACT MANAGER SPECIFIED ON THE PO

20.3 Public Records Exemption

The Contractor may have access to cybersecurity information classified as confidential and exempt under section 119.0725, F.S. In the event that the Contractor has access to confidential and exempt information, the Contractor agrees to maintain the confidentiality as required in section 119.0725, F.S.

20.4 Document Management

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

21.0 IDENTIFICATION AND PROTECTION OF CONFIDENTIAL INFORMATION

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public records." As such, records submitted to an Agency as defined in section 119.011, F.S. (referred to for purposes of this Section 19 as "Agency") are public records and are subject to disclosure unless exempt from disclosure by law. If the vendor considers any portion of records it provides to an Agency (including those submitted in response to this RFQ) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the vendor shall mark the document as "confidential" and simultaneously provide that Agency with a separate, redacted copy of the record. For each portion redacted, the vendor should briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. The vendor shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Agency will provide the vendor-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Agency will notify the vendor such an assertion has been made. It is the vendor's responsibility to take the appropriate

legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Agency becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Agency will give the vendor notice of the demand or request. The vendor shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the vendor fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Agency will provide the unredacted records to the requester.

The vendor shall protect, defend, and indemnify the Agency and any applicable Customer for all claims, costs, fines, and attorneys' fees arising from or relating to the vendor's determination that the redacted portions of its records are Confidential Information. If the vendor fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Agency is authorized to produce the entire record submitted to the Agency in response to a public records request for, or demand for discovery or disclosure of, these records.

22.0 USE OF SUBCONTRACTORS

In providing services under the PO(s) and any applicable ATC, the Contractor is permitted to utilize subcontractors identified in its Quote. The Contractor shall notify the Contract Manager specified on the PO in writing of any subcontractors not identified in the Contractor's Quote who will be engaged to provide services for a PO 10 calendar days prior to their engagement. During the term of the PO, subcontractors may be substituted with the prior written approval of the Contract Manager specified on the PO. The Purchaser reserves the right to reject a subcontractor with 10 calendar days advance notification to the Contractor.

The Contractor is fully responsible for the satisfactory completion of all subcontracted work and is required to ensure subcontractor's adherence to the terms set forth any PO.

The Contractor shall make all payments to subcontractors. If the Contractor utilizes a subcontractor, the Contractor shall pay the subcontractor within seven (7) Business Days after any payment is received from the Purchaser, per section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Contractor is solely responsible to the subcontractor for all expenses and liabilities under the Contract. If the Contractor fails to pay the subcontractor within seven (7) Business Days, the Contractor shall pay the penalty to the subcontractor in the amount of one-half (1/2) of one percent (1%) of the amount due, per Calendar Day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

23.0 LEGISLATIVE APPROPRIATION

Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under any PO is contingent upon an annual appropriation by the Legislature.

24.0 MODIFICATIONS

The Department reserves the right to change, add or delete any requirement from this RFQ if the Department deems it to be in the best interest of the State of Florida. In addition, the Department reserves the right to withdraw and cancel this RFQ at any time, prior to a duly authorized and executed ATC or PO.

25.0 CONFLICT OF INTEREST

It is essential that the vendor and any subcontractors are independent and impartial and that the implementation of decisions made as it relates to consultation and services is not used for private gain or other remuneration. The Contractor shall not receive any monies for services provided under the PO aside from those paid pursuant to the PO.

26.0 DISCRIMINATORY, CONVICTED AND ANTITRUST VENDORS LISTS

The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor 's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Contractor shall promptly notify the Purchaser if it or its suppliers, subcontractors, or consultants under any POs are placed on any such lists.

27.0 E-VERIFY

The Contractor (and its subcontractors) has an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By accepting the ATC or any PO(s), the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of any applicable ATC(s) and any PO(s). The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager specified on the PO within five (5) business days of issuance of the ATC or any PO(s). The Contract Manager will be designated on any applicable ATC and PO.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the ATC and any other Purchaser's obligation to terminate any PO(s) if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department or any other applicable Purchaser will promptly notify the Contractor and order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf under the ATCs and any PO(s) should the Department or any other applicable Purchaser develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

28.0 COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors (if any), understand and will comply with their duty to cooperate with the Department's or any Purchaser's Inspector General in any investigation, audit, inspection, review, or hearing.

29.0 ACCESSIBILITY

The Contractor will comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are

provided with information and data comparable to the access and use by State employees who are not individuals with disabilities.”

30.0 PRODUCTION AND INSPECTION

In accordance with section 216.1366, F.S., any public agency is authorized to inspect the: (a) financial records, papers, and documents of the contractor that are directly related to the performance of the contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the contractor which the public agency determines are necessary to monitor the performance of the contract or to ensure that the terms of the PO are being met. The Contractor shall provide such records, papers, and documents requested by the public agency within 10 business days after the request is made.

31.0 SCRUTINIZED COMPANIES

In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel. At the Department’s or Purchaser’s option, any applicable ATC or PO may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the “Scrutinized Companies that Boycott Israel List”) or becomes engaged in a boycott of Israel. The State Board of Administration maintains the “Quarterly List of Scrutinized Companies that Boycott Israel” at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

32.0 BACKGROUND SCREENING

All Contractor employees and their subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department and the Purchaser.

32.1 Background Check

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as “Person” or “Persons,” operating under their direction who directly perform services under the Contract, whether or not the Person has access to State of Florida Data, as well as those who have access, including indirect access, to State of Florida Data, whether or not they perform services under the PO. The Contractor warrants that all Persons will have passed the Background Screening described herein before they have Access to Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six years where six years of historical information is available.

“Access” means to review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.

“Data” means a representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether it is exempt, confidential, or

personal health information. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- 1) Social Security Number Trace; and
- 2) Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).

32.2 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:

- 1) Computer related or information technology crimes;
- 2) Fraudulent practices, false pretenses and frauds, and credit card crimes;
- 3) Forgery and counterfeiting;
- 4) Violations involving checks and drafts;
- 5) Misuse of medical or personnel records; or
- 6) Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that has elapsed since the offense, iii.) the rehabilitation efforts of the person, and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

32.3 Refresh Screening

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the Term of the Contract.

32.4 Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report within three calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person access to any State of Florida premises or from

directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager specified on the PO and any applicable ATC within 24 hours of all details concerning any reported arrest.

32.5 Duty to Provide Security Data

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all state and federal rules and regulations regarding security of information, including HIPPA when applicable. Data cannot be disclosed to any person or entity that is not directly approved to participate in the SOW set forth in any resulting ATC or PO.

The Contractor must deliver an attestation describing the classification of Customer data consumed by the Solution to ensure suitable controls are considered for classified data. Additionally, the Contractor will provide documentation and evidence describing the technical security controls commensurate with the data's classification as defined in Chapter 60GG-2, F.A.C. For any data identified as uniquely valuable to the Customer, the Contractor must provide a disaster recovery plan which must be approved by the Customer.

32.6 Screening Compliance Audits and Security Inspections

The Purchaser reserves the right to audit the Contractor's background screening process upon two (2) business days prior written notice to the Contractor during the Term of the PO and any applicable ATC. In the event of an incident as defined in section 282.0041, F.S., the Department will have the right to inspect to meet all applicable state and federal rules and regulations upon two (2) business days prior written notice to the Contractor to ensure that access to the State of Florida Data is secure and in compliance with any PO or applicable ATC.

32.7 Record Retention

The Customer will maintain ownership of all data consumed by the Solution. For all such data, Contractor shall comply with and grant all rights in Section 18.2 to each Customer.

The Contractor shall retain a list of all persons with Access to Data, including a statement confirming that each person has passed the background screening required herein. Such a statement shall not include the substance of the screening results, only that the person has passed the screening.

The Contractor shall create a written policy for the protection of Data, including a policy and procedure for Access to Data. The Contractor shall document and record, with respect to each instance of Access to Data:

- 1) The identity of all individual(s) who accessed data in any way, whether those individuals are authorized persons or not.
- 2) The duration of the individual(s)' access to Data, including the time and date at which the access began and ended.
- 3) The identity, form, and extent of Data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of Data, read-only versions of Data, or editable versions of Data.
- 4) The nature of the access to Data, including whether Data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this section for the duration of the Contract and a period of no less than five (5) years from the date of termination of the Contract and any Contract extensions. The written policy and information required in this section shall be included in Department's or the Purchaser's audit and screening abilities as defined in Section 30.6, Screening Compliance Audits and Security Inspections. The written policy and information required in this section shall also be subject to immediate disclosure upon written or oral demand at any time by the Department, the Purchaser, or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this section shall be considered a breach of any ATC(s) and PO(s). The resulting damages to the Department from a breach of this section are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor, the Customer, and the Department acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the affected Customer, the sum of **\$500.00** for each breach of this section.

32.8 Indemnification

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

33.0 LOCATION OF DATA

In accordance with Rule 60GG-4.002, F.A.C., the Contractor, including its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons operating under their direction, are prohibited from (i) performing any of the services under any applicable ATC or PO outside of the continental United States, or (ii) sending, transmitting, storing, or accessing any State of Florida data, outside of the continental United States. The Parties agree that a violation of this provision will:

- a) Result in immediate and irreparable harm to the Purchaser, the Department, or the Customer, entitling the Purchaser, the Department, or the Customer to immediate

injunctive relief, provided, however, this shall not constitute an admission by the Contractor to any liability for damages under subsection (c) below or any claims, liability, or damages to a third party, and is without prejudice to the Contractor in defending such claims.

- b) Entitle the Purchaser, the Department, or the Customer, as applicable, to a credit or payment, at the Purchaser's discretion, of \$50,000 per violation, with a cumulative total cap of \$500,000 per event. This credit or payment is intended only to cover the Purchaser's, the Department's, or the Customer's internal staffing and administrative costs of investigations and audits of the transmittal of State of Florida data outside the U.S.
- c) Entitle the Purchaser, the Department, or the Customer, as applicable, to recover damages, if any, arising from a breach of this subsection and beyond those covered under subsection b).

The credits or payments in subsection b) are a reasonable approximation of the internal costs for investigations and audits from a violation. The credits or payments are in the nature of liquidated damages and not intended to be a penalty. By executing any resulting ATC or performing under any resulting PO, the Contractor acknowledges and agrees the costs intended to be covered by subsection b) are not readily ascertainable and will be difficult to prove. The Contractor agrees that it will not argue, and is estopped from arguing, that such costs are a penalty or otherwise unenforceable. For purposes of determining the amount of costs due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) shall be treated as a single violation. The costs will be applied as a financial consequence and are exclusive of any other right to damages.

34.0 DATA TRANSMISSION

Solution data shall only be transmitted through secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by the Department or the Purchaser, as applicable. Solution data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Solution data, both transmitter and the receiver shall completely and permanently remove Solution data from any temporary transfer location within twenty-four (24) hours of receipt of the Solution data.

35.0 TERMS AND CONDITIONS

The Department shall not accept any unrequested terms or conditions submitted by a vendor, including any appearing in documents attached as part of the vendor's Quote or on documents submitted after award. In submitting its Quote, the vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect, though items that the Department identified herein as negotiable may be negotiated. The Department will not accept or comply with any automatic renewal language within the vendor's Quote or any associated document. Any automatic renewal language will be deemed null and void. All licenses purchased through this RFQ shall have a one-year term, which may only be renewed by the Department through a new purchase order. The aforementioned provision is non-negotiable.

36.0 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Contractor, Customers may make purchases in accordance with the terms and conditions contained

herein. The Department shall not be a party to any transaction between the Contractor and any other Purchaser.

37.0 PRICE ADJUSTMENTS

The Contractor shall apply to the Department and Purchaser any price decrease effectuated during the Contract term by reason of market change or special sales offered to other customers. Such a price decrease applies regardless of whether any related equipment is rented or leased by the Department or Purchaser under the Contract. Price increases are rejected, unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term.

38.0 FINANCIAL STABILITY

The Contractor is required to have financial stability in accordance with section 287.057 (27)(b), F.S. The Department will not entertain terms and condition negotiations with third parties regarding financing or funding associated with this RFQ.

39.0 RFQ ATTACHMENTS

Attachment A, Price Sheet

Attachment B, Contact Information Sheet

Agency Term Contract (Redlines or modifications to the ATC are not permitted.)

Department's Purchase Order Terms and Conditions

Non-Disclosure Agreement (Redlines or modifications to the NDA are not permitted.)

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ATTACHMENT A PRICE SHEET

I. Alternate Contract Source (ACS)

Check the ACS contract the Quote is being submitted in accordance with:

- _____ 43210000-US-16-ACS Technology Products, Services, Solutions, and Related Products and Services
- _____ 43230000-NASPO-16-ACS Cloud Solutions
- _____ 43230000-23-NASPO-ACS Software Value Added Reseller (SVAR)

II. Pricing Instructions

The vendor shall provide fixed rates quoted at or below the rates in the applicable ACS contract selected in Section I above. FL[DS] anticipates purchasing the external-facing asset discovery Solution for FL[DS] and all Customers. The estimated quantities listed are given only as a guideline for preparing the Quote and should not be construed as representing actual quantities to be purchased. No matter the quantity, the vendor may not exceed the quoted unit price. The Department reserves the right to utilize the quoted unit pricing during the term of the ATC and PO. Prices are ceiling rates inclusive of any and all costs associated with providing services.

III. Pricing

Initial Term Pricing (Years 1-3)				
Item No.	Description	Rate Per 100,000 IP Addresses (A)	Annual Estimated Quantity (B)	Annual Price (C = A x B)
1	<p><u>Initial Software Year</u> One year of external-facing asset discovery to include software as described in the RFQ for 100,000 IP addresses. To include:</p> <ul style="list-style-type: none"> • Implementation • initial training • Initial Integration • integration maintenance • support services 	\$ _____	10	\$ _____
2	<p><u>Subsequent Software Year</u> One year of external-facing asset discovery software as described in the RFQ for 100,000 IP addresses. To include:</p> <ul style="list-style-type: none"> • ongoing training • integration maintenance • support services 	\$ _____	10	\$ _____

Optional Renewal Term Pricing (Years 4-6)				
Item No.	Description	Rate Per 100,000 IP Addresses (A)	Annual Estimated Quantity (B)	Annual Price (C = A x B)
1	<u>Initial Software Year</u> One year of external-facing asset discovery to include software as described in the RFQ for 100,000 IP addresses. To include: <ul style="list-style-type: none"> • Implementation • initial training • Initial Integration • integration maintenance • support services 	\$ _____	5	\$ _____
2	<u>Subsequent Software Year</u> One year of external-facing asset discovery software as described in the RFQ for 100,000 IP addresses. To include: <ul style="list-style-type: none"> • ongoing training • integration maintenance • support services 	\$ _____	20	\$ _____

IV. ACS Price Breakdown

In the table below, the vendor shall provide the pricing breakdown to document the pricing is in accordance with the applicable ACS contract. The vendor shall provide the ACS SKU Numbers, ACS SKU Descriptions, Market Price, and ACS Price that encompass the services as described in the RFQ:

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	ACS SKU Description	Market Price	ACS Price

Item No. 2 – ACS Pricing Breakdown (without implementation)			
ACS SKU Number	SKU Description	Market Price	ACS Price

V. Waterfall Pricing (Optional)

The Department is seeking an optional waterfall pricing model which leverages volume discounts. Vendors are encouraged to provide a pricing structure which specifies a volume range at which larger discounts could be applied. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

VI. State of Florida Enterprise Pricing (Optional)

The Department is also seeking an optional annual fixed rate to provide the Solution and services to all potential FL[DS] Customers. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

VII. Value-Added Services (Optional)

If vendors are able to offer additional services and/or commodities for external-facing asset discovery, at no additional cost to the Department, the vendor may offer the Department value-added services, in addition to the services and/or commodities expressly sought by this RFQ.

Per **Section 31.0**, Scrutinized Companies, a vendor submitting a Quote must certify that their company is not participating in a boycott of Israel. By signing below, the vendor so certifies. Additionally, the person submitting the quote and pricing is authorized to respond to this RFQ on the vendor’s behalf, as confirmed by the signature below.

Vendor Name

Signature

FEIN

Signatory Printed Name

Date

**ATTACHMENT B
CONTACT INFORMATION SHEET**

I. Contact Instructions

The vendor shall provide the contact information for the Quote and a contact for the resulting ATC and PO contact in the table below.

II. Contact Information

	Contact for Quoting Purposes	Contact for the ATC and PO (if awarded)
Name:		
Title:		
Address (Line 1):		
Address (Line 2):		
City, State, Zip Code		
Telephone (Office):		
Telephone (Mobile):		
Email:		



**State of Florida Department of
Management Services**

RFQ DMS-22/23-138 for External-Facing Asset
Discovery Solution

Due: May 16, 2023

REVISED 5/26/2023

IMPROVE SERVICE. MANAGE COST. REDUCE RISK.



May 16, 2023

Alisha Morgan
State of Florida Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399-0950

Ms. Morgan:

Attached, please find the Mainline Information Systems, Inc. proposal for External-Facing Asset Discovery Solution in response to the State of Florida Department of Management Services RFQ DMS-22/23-138. Mainline is an authorized Palo Alto Networks Innovator Partner in good standing and has been providing quality information technology products and services with the highest degree of customer service available for nearly 35 years.

The Department is seeking a contractor to provide an external-facing asset discovery solution for the Department and customers on a statewide basis. The Solution shall include software, implementation, training, support, and integration services as described below. The contractor shall be responsible for all aspects of providing the solution to the Department.

This proposal demonstrates our commitment to a successful, long-term relationship with State of Florida Department of Management Services. Mainline is a remarketer of third-party hardware, software products, and maintenance support services. Performance of hardware, software products, and maintenance support services are subject to the applicable end user terms for such and may be subject to a third-party agreement between State of Florida Department of Management Services and the OEM. Mainline reserves the right to negotiate or reject any terms and conditions not included as part of the solicitation that may be made part of any subsequent award. Mainline's offer is valid for 180 days.

Thank you for considering the attached proposal to meet your technology needs. I look forward to discussing the elements of this proposal with you in detail. Please feel free to contact me for any additional information.

Sincerely,

Doug Harrell

Doug Harrell
Regional Vice President of Sales – Florida
Mainline Information Systems, Inc.
Phone: (850) 294-2237
Email: doug.harrell@mainline.com

State of Florida Department of Management Services

RFQ DMS-22/23-138 for External-Facing Asset Discovery Solution

Due Date: May 16, 2023

Prepared For:

Alisha Morgan
State of Florida Department of Management
Services
4050 Esplanade Way
Tallahassee, FL 32399-0950

Presented By:

Doug Harrell
Account Executive

Mainline Information Systems, Inc.
(850) 294-2237
doug.harrell@mainline.com



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Technical Proposal

1. Introduction

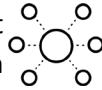
Mainline Information Systems is pleased to offer a Palo Alto Networks Xpanse (“Xpanse”) solution to the Florida Digital Service (FL[DS]) as a continuation of our support to the Digital Service’s attack surface management of Florida entities.

Xpanse is the software publisher and specialized services provider for FL[DS]’s current Attack Surface Management (ASM) solution, a commercial capability that has been developed over seven (7) years¹ specifically for public sector enterprise-scale visibility and monitoring requirements.

ASM is how an organization continuously discovers, inventories, monitors, and manages all of its Internet-facing and Internet-connected systems and assets, and their activities on the Internet. This capability is used by public sector organizations as a unique end-to-end system for comprehensive visibility and control over their Internet operations in order to secure, operate, and defend their external networks.



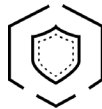
Discover **all forward-facing assets** that belong to an organization, both on-prem and cloud-hosted



Observe networks from the outside as assets communicate on the internet



Understand what the external attack surface look like in **near real-time**



Detect previously unknown compromises, unsanctioned connections and configurations, shadow information technology (IT), and threat activity

2. Cortex Xpanse Software Solution / Specifications Checklist

Xpanse shall meet or exceed the RFQ requirements to integrate and coordinate all work requirements in addition to being fully responsible and accountable for the quality of Training and Support services as outlined in Section 6.2. The following table affirms the continued ability to meet or exceed the RFQ requirements.

¹ Xpanse, LLC was acquired by Palo Alto Networks in December of 2020; the “Xpanse” brand name has been rebranded as “Xpanse” following the acquisition by Palo Alto Networks.

RFQ Section	Meets	Exceeds
6.1.1 Multi-Tenant	✓ Yes	✓ Yes
6.1.2. Vulnerability Identification	✓ Yes	✓ Yes
6.1.3. Device Metadata	✓ Yes	✓ Yes
6.1.4. SSL/TLS Certificates	✓ Yes	✓ Yes
6.1.5. Service Identification	✓ Yes	✓ Yes
6.1.6. Scanning & Monitoring	✓ Yes	✓ Yes
6.1.7. Banner Grabbing	✓ Yes	✓ Yes
6.1.8. Policy	✓ Yes	✓ Yes
6.1.9. Asset Management and Ownership	✓ Yes	✓ Yes
6.1.10. Reporting	✓ Yes	✓ Yes
6.1.11. Role-Based Access	✓ Yes	✓ Yes
6.1.12. Data Export	✓ Yes	✓ Yes
6.1.13. Integration	✓ Yes	✓ Yes
6.1.14. Performance and Availability	Ref. 1.a.	

1.a. Service Level Agreement (SLA) for Xpanse Performance and Availability

Cortex XSIAM, XDR, XSOAR, and Xpanse-hosted services shall be available 99.9% of the time, measured monthly, excluding scheduled maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond the control of Palo Alto Networks will be excluded. Customer's sole and exclusive remedy and the entire liability of Palo Alto Networks, in connection with Cortex product service availability, shall be to credit the customer 2% of monthly service fees (downtime credit) for each breach. A breach is defined as a period of 60 consecutive minutes of downtime. Downtime shall begin to accrue as soon as the customer notifies Palo Alto Networks that the service is down and will continue to accrue until service is restored. Additional information can be found in the [Cortex Products Service-Level Agreement](#).

1.b. Xpanse Training and Support

Included in the State's contract, Xpanse provides best-in-class dedicated support services to ensure each user gets the most out of Palo Alto's technology. Mainline and Palo Alto act as partners to design, deploy, configure, and integrate Xpanse with the State's security and IT operations. Beyond just reactive support, we act as ongoing partners to provide strategic guidance, best practices, and analytical insights throughout the ASM journey.

Success is a partnership. That's why every customer gets a Standard Success plan that includes training, initial operationalization, and limited product customization. The recommended Premium Success plan gives access to Customer Success experts who will advise on the entire attack surface management strategy to ensure users get the most out of the Xpanse investment. Whether it is with personalized answers to all product-related questions, understanding the SOC ecosystem and coordinating technical integrations, or making process recommendations to help reduce mean time to discover (MTTD), the Customer Success team will continuously assist in optimizing your security posture with the Xpanse attack surface management platform.

Standard Success, included with every Xpanse subscription, makes it easy to get started. The State has access to self-guided materials, customized training, and out-of-the-box integrations to get up and running quickly.

Premium Success, the recommended plan, guides users through the entire Xpanse journey to enable fast, easy attack surface analysis and engineering support focused on designing, configuring, and building technical integrations and workflows. The Customer Success team will give a personalized experience to

help realize an optimal return on investment (ROI). The Mainline and Palo Alto technical team will help solve any challenges you come across.

1.c. Draft Implementation Plan

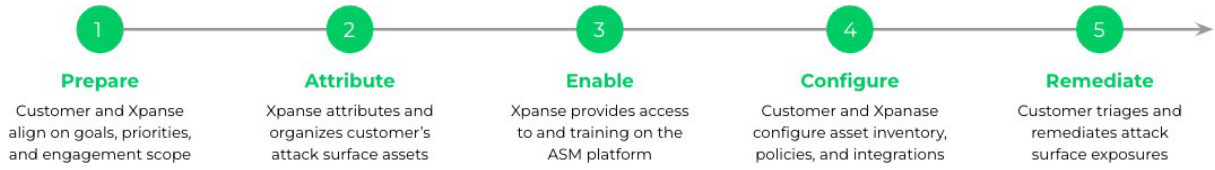
Xpanse has developed and validated an onboarding and implementation process with other large, segmented user groups in order to achieve timely onboarding and operationalization of the capability at each of these entities. To complete onboarding of users at all covered entities, Palo Alto's Customer Success and Professional Services teams will:

- Host biweekly (2x/week) virtual training sessions at various times to accommodate different schedules for participating entities, to be scheduled in coordination with FL[DS]
- Make available product documentation, how-to guides, and other written onboarding and training materials for reference
- Stand up a Slack channel or email alias for users to direct specific questions and troubleshoot issues

To fully implement and complete Initial Integration of Xpanse, key "quickstart" activities in the first 30-45 days following kickoff shall include:

	Key Activity	Responsible Party
1	Perform Xpanse overview, collect seed data, and schedule project touch-points	Palo Alto Networks , with seed data input from FL[DS] and other Customers
2	Review asset map, showcase adoption metrics plan, and discuss strategic direction	Palo Alto Networks
3	Enable stakeholders on asset validation and implement a validation plan	Palo Alto Networks
4	Showcase integration capabilities and develop an integration roadmap	Palo Alto Networks , with input from FL[DS]

5	Establish, document, and walk through an issue remediation workflow	Palo Alto Networks , with input from FL[DS] and other Customers
6	Review quickstart success and transition long-term goals to Customer Success	Palo Alto Networks



Past Performance

Cortex Xpanse is the proven Attack Surface Management (ASM) provider of choice for public sector organizations, securing US Federal, state, and local governments, educational institutions, and international governments. Xpanse's external monitoring capabilities scale from local government entities with several hundred or thousand Internet assets to the global footprint of the U.S. Department of Defense.

Palo Alto's deep experience onboarding and operationalizing these customers to deliver tangible results demonstrates the capacity to implement solutions across teams, organizations, and geographic regions.

U.S. Department of Defense

Joint Force Headquarters - Department of Defense Information Network, known as JFHQ-DODIN, uses Xpanse's attack surface management capabilities to continuously discover, inventory, manage, and monitor all forward-facing DoD IT assets, both on-premises and in the cloud; aggregate all Internet asset data for analysis in a centralized data lake; and streamline JFHQ-DODIN's Command and Control (C2) of DoD Defensive Cyber Operations (DCO).

Xpanse works directly with the military services (such as Air Force Cyber Command and Navy Fleet Cyber Command), combatant commands (such as CENTCOM and INDOPACOM), defense agencies, and DoD field activities across the Department to identify asset owners which have been attributed to the DoD but do not exhibit characteristics to attribute to a specific entity or have characteristics indicating ownership by 2 or more entities, leading to DODIN IP space being more granularly attributed and increasing the fidelity of ownership information.

In September 2022, JFHQ-DODIN increased the scope of their Xpanse deployment, granting access to subsidiary agencies and commands across the DoD. Xpanse customer success personnel successfully onboarded globally distributed users from 27 unique organizations within weeks of deployment kickoff.

U.S. Department of State

The DC-based Bureau of Diplomatic Security (DS) staff and the global network of Regional Cybersecurity Officers (RCSOs) rely on Xpanse for asset management and exposure enumeration. Xpanse enables continuous monitoring of Assets and Services across multiple DoS networks including OpenNet and the overseas Dedicated Internet Networks (DINs), spanning at least 169 countries where the United States maintains a diplomatic presence. Xpanse provides a single source of truth for overseas asset management, tracking tens of thousands of IP addresses leased via providers that turn over every 1-3 years.

U.S. Department of Health & Human Services

The HHS/Computer Security Incident Response Center (CSIRC) relies on Xpanse data to identify and enable remediation of critical exposures across a sprawling, federated organization of over a dozen independent Operating and Staff Divisions (OpDivs).

- Xpanse access at multiple departmental levels provides a common operating picture for Headquarters and OpDivs, enabling the reduction of high-risk exposures.
- Xpanse has surfaced instances of unsanctioned cloud environments and shadow IT.
- Xpanse Assets data serves as HHS's source of truth for compiling and validating department wide CISA Cyber Hygiene scanning lists, such as "non-.gov" domain lists that executive agencies must maintain.

U.S. Department of Energy

Xpanse supports the Department of Energy (DOE) during critical CVE & zero-day events, conducting out-of-product (OOP) scanning, enumerating vulnerable services, and enabling integrated Joint Cybersecurity Coordination Center (iJC3) notifications to 27 independent DOE laboratories and sites.

Florida Digital Service

The Florida Digital Service utilizes Xpanse to deliver visibility into the attack surface of all State agencies. In one unified tenant, Xpanse has curated a network map for 35 individual state agencies, with scoped user permissions that enable agency users to view only their own relevant assets, services, and associated issues.

Because all of these agency-level network maps remain within the State of Florida Expander tenant, the Florida Digital Service is able to monitor each agency's activities within Xpanse in a "single pane of glass", assisting them in tracking remediation efforts towards high-priority issues. Because each Asset (IP Range, Certificate, and Domain) is attributed to a State Agency, Florida Digital is also able to use Xpanse to quickly determine ownership of an Asset in the event of a critical exposure.

Value Added Services

Palo Alto Networks Extended Expertise

The Extended Expertise Program provides users with experts who are focused on the organization and uniquely qualified to advise the State on getting the most out of the Palo Alto Networks deployment.

Security and Technical Expertise

Palo Alto experts have specialized product knowledge and domain expertise, from deployment to operations. Their focus is to provide you with proficiency in the chosen core specializations to help maximize the value of the Palo Alto Networks investment.

Extension of Your Team

As a member of the State's security team, a designated consultant is uniquely qualified to advise the State's team on the right configuration for the organization.

Flexibility

Choose between full-time (on-site or remote delivery options) and part-time (remote delivery only) and select one of the core specializations (Cortex XSOAR, Cortex XDR, or Security Operations) for a 12-month engagement focused on your needs.

Sample activities:

- Advanced configuration of Cortex Xpanse
- Tailored knowledge transfer
- Threat mitigation, including policy recommendations to address threats and vulnerabilities.
- Custom integration with technologies beyond the out-of-the-box (OOTB) integrations

Price Proposal

Mainline is providing provide an alternative pricing guide that is in line with the solution and standard for Xpanse Expander, Platform access cost, Premium Customer Success, and Extended Expertise.

Xpanse Expander is priced per Asset Under Management (AUM). **AUM** are calculated as the sum of (1) number of distinct IP addresses, (2) number of distinct SSL signing certificates, (3) number of distinct fully qualified domain names, (4) number of distinct open services directly attributable to customers, and (5) number of distinct cloud resources. Quotes are also rounded up to the nearest hundred AUM. Xpanse Expander, Platform Fee and Premium Government Success are annual subscriptions.

Expander pricing is composed of a 1) fixed **Platform Fee** and 2) variable **Assets Under Management** fee based on the size of an automatically generated attack surface for the prospect and 3) **USG Premium Customer Success**. This rate is 22% of the total software subscription price.

Based on the prospect's total AUM in the Xpander instance, we then place the prospect in a **Discount Tier** that will be applied to the overall AUM count. Beow is how MSRP is calculated.

For Expander, the fee is **\$7.00 per AUM per year (minimum starting AUM is 1,000)**. This **Discount structure only applies to the Assets Under Management Fee, not the Platform Fee. The MSRP on the Platform Fee is a Fixed Fee of \$60,000.**

Volume Discount Tiers			
	# AUM Purchased		Vol. Discount
	Low AUM	High AUM	
Tier 1	1,000	20,000	5%
Tier 2	20,001	40,000	18%
Tier 3	40,001	65,000	34%
Tier 4	65,001	100,000	47%
Tier 5	100,001	150,000	58%
Tier 6	150,001	250,000	68%

Tier 7	250,001	400,000	76%
Tier 8	400,001	650,000	82%
Tier 9	650,001	1,000,000	87%
Tier 10	1,000,001	-	91%

Tiered pricing provided is based on a discount off list price based on quantities represented.

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Bid Discount Price</u>	<u>Extended Sales</u>
PAN-EXP-EXPNDR	Expander web-based subscription platform, included 999 AUM and Basic Customer success	1	\$51,000.00	\$51,000.00
PAN-EXP-EXPNDR-AUM	Assets under Management (AUM) assets to be monitored by the Expander platform	100,000	\$3.71	\$371,000.00
PAN-EXP-PREMUSG-SUCCESS ONLY	US Government Accounts ONLY - Expanse Premium Success	1	\$92,840.00	\$92,840.00
PAN-CONSULT-EE-DD-EXP	Extended Expertise Dedicated (Cortex Xpanse)	1	\$462,935.00	\$458,062.00
Grand Total			\$972,902.00	

Entities will be trained and supported through Palo Alto Networks Extended Expertise personnel and Customer Success teams in one-to-many sessions in coordination with the purchasing agency.

IV. Anticipated Pricing and Deployment Model for FL[DS]

Xpanse pricing is inclusive of one (1) parent. Premium Customer Success is intended to support FL[DS] in its deployment of Xpanse and is not considered dedicated to covered local government entities. FL[DS] will be the primary point of contact for Palo Alto Networks Premium Customer Success and Extended

Expertise. Local government entities may elect to purchase their own Premium Customer Success subscription independent of FL[DS] if they desire supplemental white-glove support beyond what is provided during the Implementation period.

Each local government entity will be displayed as a “business unit” within the parent tenant. **To grant access to users of a particular local government entity, the purchasing agency will purchase an additional fixed Platform Access License for each entity onboarded to the Xpanse platform.** Users assigned to that business unit will be provisioned access to log into the tenant to view attack surface data for their entity only.

In the event the purchasing agency chooses to purchase additional Platform Access Licenses after the initial award, or in the event that the total number of Assets Under Management (AUM) increases due to onboarding of additional entities, those purchases will be co-termed with the initial license end date. Increases in the number of Platform Access Licenses and/or AUM will also contribute to an increase in total cost of Premium Customer Success, which is priced based on the total software cost of the deployment.

The following three (3) pages contain Attachment A, Price Sheet, of the RFQ containing pricing for all items and completed in accordance with the instructions provided.

**ATTACHMENT A
PRICE SHEET**

I. Alternate Contract Source (ACS)

Check the ACS contract the Quote is being submitted in accordance with:

- 43210000-US-16-ACS Technology Products, Services, Solutions, and Related Products and Services
- 43230000-NASPO-16-ACS Cloud Solutions
- 43230000-23-NASPO-ACS Software Value Added Reseller (SVAR)

II. Pricing Instructions

The vendor shall provide fixed rates quoted at or below the rates in the applicable ACS contract selected in Section I above. FL[DS] anticipates purchasing the external-facing asset discovery Solution for FL[DS] and all Customers. The estimated quantities listed are given only as a guideline for preparing the Quote and should not be construed as representing actual quantities to be purchased. No matter the quantity, the vendor may not exceed the quoted unit price. The Department reserves the right to utilize the quoted unit pricing during the term of the ATC and PO. Prices are ceiling rates inclusive of any and all costs associated with providing services.

III. Pricing

Initial Term Pricing (Years 1-3)				
Item No.	Description	Rate Per 100,000 IP Addresses (A)	Annual Estimated Quantity (B)	Annual Price (C = A x B)
1	<p>Initial Software Year One year of external-facing asset discovery to include software as described in the RFQ for 100,000 IP addresses. To include:</p> <ul style="list-style-type: none"> • Implementation • initial training • Initial Integration • integration maintenance • support services 	<p>*Please see accompanying Excel spreadsheet for price detail.</p> <p>\$ _____</p>	10	\$ _____
2	<p>Subsequent Software Year One year of external-facing asset discovery software as described in the RFQ for 100,000 IP addresses. To include:</p> <ul style="list-style-type: none"> • ongoing training • integration maintenance • support services 	\$ _____	10	\$ _____

*The price page tables are not consistent with SKUs that would need to be quoted based on the size and scope of the different configurations that could be procured based on customer requirements. Also, generically multiplying by 10 100,000 AUM will not allow us to correctly recognize the volume-based pricing per tenant. Please note, extra platform fees may be needed based on access levels per customer requirements whereas the main platform will be responsible for the total AUM and will seed the volume based AUM discount structure.

Optional Renewal Term Pricing (Years 4-6)				
Item No.	Description	Rate Per 100,000 IP Addresses (A)	Annual Estimated Quantity (B)	Annual Price (C = A x B)
1	<p>Initial Software Year One year of external-facing asset discovery to include software as described in the RFQ for 100,000 IP addresses. To include:</p> <ul style="list-style-type: none"> • Implementation • initial training • Initial Integration • integration maintenance • support services 	*Annual updates to pricing will be provided not to exceed 10% annually. \$ _____	5	\$ _____
2	<p>Subsequent Software Year One year of external-facing asset discovery software as described in the RFQ for 100,000 IP addresses. To include:</p> <ul style="list-style-type: none"> • ongoing training • integration maintenance • support services 	\$ _____	20	\$ _____

IV. ACS Price Breakdown

In the table below, the vendor shall provide the pricing breakdown to document the pricing is in accordance with the applicable ACS contract. The vendor shall provide the ACS SKU Numbers, ACS SKU Descriptions, Market Price, and ACS Price that encompass the services as described in the RFQ:

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	ACS SKU Description	Market Price	ACS Price
PAN-EXP-EXPNDR-AUM	Assets Under Management (AUM). Assets to be monitored by the Expander platform. This item is priced annually.	\$7.00	\$6.65
PAN-EXP-EXPNDR	Expander web-based subscription platform, includes 999 AUM and Basic Customer Success. This item is priced annually.	\$60,000.00	\$57,000.00
PAN-EXP-PREMUSG-SUCCESS	For US Government accounts only. Expanse Premium Success	N/A	PER PANW QUOT *
PAN-CONSULT-EE-DD-EXP	Extended Expertise Dedicated (Cortex Xpanse)	\$487,300.00	\$458,062.00

Item No. 2 – ACS Pricing Breakdown (without implementation)			
ACS SKU Number	SKU Description	Market Price	ACS Price
PAN-EXP-EXPNDR-AUM	Assets Under Management (AUM). Assets to be monitored by the Expander platform. This item is priced annually.	\$7.00	\$6.65
PAN-EXP-EXPNDR	Expander web-based subscription platform, includes 999 AUM and Basic Customer Success. This item is priced annually.	\$60,000.00	\$57,000.00
PAN-EXP-PREMUSG-SUCCESS	For US Government accounts only. Expanse Premium Success	N/A	PER PANW QUOTE*

V. Waterfall Pricing (Optional)

The Department is seeking an optional waterfall pricing model which leverages volume discounts. Vendors are encouraged to provide a pricing structure which specifies a volume range at which larger discounts could be applied. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

VI. State of Florida Enterprise Pricing (Optional)

The Department is also seeking an optional annual fixed rate to provide the Solution and services to all potential FL[DS] Customers. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

VII. Value-Added Services (Optional)

If vendors are able to offer additional services and/or commodities for external-facing asset discovery, at no additional cost to the Department, the vendor may offer the Department value-added services, in addition to the services and/or commodities expressly sought by this RFQ.

Per **Section 31.0**, Scrutinized Companies, a vendor submitting a Quote must certify that their company is not participating in a boycott of Israel. By signing below, the vendor so certifies. Additionally, the person submitting the quote and pricing is authorized to respond to this RFQ on the vendor’s behalf, as confirmed by the signature below.

Mainline Information Systems, Inc.

Brian Showman

Vendor Name

Signature

59-2960721

Brian Showman

FEIN

Signatory Printed Name

5/26/2023

Date

Contact Information Sheet

The following page contains Attachment B, Contact Information Sheet, of the RFQ containing the contacts for the Quote and the resulting ATC(s) and PO(s).



**ATTACHMENT B
CONTACT INFORMATION SHEET**

I. Contact Instructions

The vendor shall provide the contact information for the Quote and a contact for the resulting ATC and PO contact in the table below.

II. Contact Information

	Contact for Quoting Purposes	Contact for the ATC and PO (if awarded)
Name:	Doug Harrell	Felicity Lynch
Title:	RVP of Sales - Florida	Fed. Confs & Negotiations Mgr
Address (Line 1):	1700 Summit Lake Drive	1700 Summit Lake Drive
Address (Line 2):		
City, State, Zip Code	Tallahassee, FL 32317	Tallahassee, FL 32317
Telephone (Office):	(850) 294-2237	(540) 522-1619
Telephone (Mobile):	(850) 294-2237	(540) 522-1619
Email:	doug.harrell@mainline.com	felicity.lynch@mainline.com

Non-Disclosure Agreement

The following five (5) pages contain the Non-Disclosure Agreement executed by the Mainline.





4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
MAINLINE INFORMATION SYSTEMS, INC.**

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is between the Florida Department of Management Services (“Department”), a state agency, and

Mainline Information Systems, Inc. (“Recipient”), referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, Recipient has or will enter into a Purchase Order or Agency Term Contract under Request for Quote No. DMS-22/23-138, External-Facing Asset Discovery Solution (“Solution”);

WHEREAS, in furtherance of providing these services and/or commodities, Recipient may access, receive, or create Confidential Information from the Department or any third party beneficiaries; and

WHEREAS, the Department maintains certain protections on such Confidential Information and desires to set forth the terms Recipient is required to adhere to.

NOW THEREFORE, for the mutual and valuable consideration acknowledged by both Parties, the Parties agree as follows:

1. Definitions.

- (a) **Access**: Means the ability or authorization to create, inspect, transmit, approach, instruct, communicate with, store, retrieve, or otherwise make use of any Confidential Information, regardless of type, form, or nature of storage. “Access” to a computer system or network includes local and remote access.
- (b) **Affiliates**: Any agents, affiliates, partners, subcontractors, resellers, distributors, dealers, or other entities associated with Recipient that have Access to the Confidential Data.
- (c) **Agreement-related Materials**: Materials created or provided by Recipient while performing the Agreement.
- (d) **Confidential Information**: Information that is restricted from public disclosure based on federal or State laws and regulations including, but not limited to, those related to privacy, confidentiality, security, personally identifying information, personal health, business or trade secret information, and other information exempt from state public records law. “Confidential Information” includes information disclosed, orally or otherwise, before, on, or after this Agreement effective date by the Department to Recipient, and whether or not marked, designated, or otherwise identified as “confidential.” Any information derived from Confidential Information and/or created by Recipient pursuant to this Agreement which must be restricted from public disclosure based on federal or State laws and regulations shall be

considered Confidential Information subject to the restrictions set forth in this Agreement.

Specifically, Recipient will receive and may create or learn of information which include network schematics, hardware and software configurations, or encryption, or which identify detection, investigation, or response practices for suspected or confirmed IT security incidents, including suspected or confirmed breaches, the disclosure of which would facilitate unauthorized access, modification, disclosure, or destruction of information, IT resources, or information relating security, which are confidential and exempt from public disclosure pursuant to section 282.318(5), Florida Statutes (F.S.).

- (e) Customer: Agencies as defined in section 287.012, Florida Statute (F.S.), and Eligible Users as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).
- (f) State: The State of Florida.

2. **Term and Termination.** This Agreement is effective upon signature by both Parties. This Agreement may be terminated by the Department when determined to be in the best interest of the State of Florida by providing Recipient with advance written notice.
3. **Intended Third Party Beneficiary.** Customers receiving services under the Solution are intended third party beneficiaries of this Agreement, entitled to enforce any rights hereunder for their benefit.
4. **Confidential Information Use.** Use of the Confidential Information shall be limited to the provisions set forth herein and to the extent necessary to provide the services and/or commodities. The Department retains full rights and title to all Confidential Information provided by it, and any information derived therefrom. Recipient has no ownership rights to the Confidential Information provided under this Agreement, or any information derived therefrom.
5. **Recipient Obligations.** Recipient shall: 1) maintain the confidentiality of all the Confidential Information pursuant to this Agreement, as required herein, 2) comply with all federal and State laws and regulations related to information privacy and security, and 3) ensure that any Affiliates comply with the preceding two requirements as to any Confidential Information shared with or otherwise Accessed by the Affiliate. Recipient shall take all measures necessary to protect against improper Access to and/or disclosure or theft of the Confidential Information and will ensure only those individuals performing services contemplated in this Agreement will be permitted to Access the Confidential Information. Recipient shall perform the following measures to preserve the privacy, security, confidentiality, integrity, and accessibility of the Confidential Information which includes, but is not limited to:
 - (a) Using the Confidential Information only to provide services and/or commodities as contemplated in this Agreement and not otherwise using the Confidential Information for Recipient's own benefit or the benefit of others, or in violation of any applicable laws or regulations;
 - (b) Not creating derivative works based upon the Confidential Information, copying the Confidential Information, or publishing or disclosing the Confidential Information to any individual or entity except in accordance with this Agreement;
 - (c) Implementing and maintaining protective administrative, technical, and organizational security measures appropriate to the nature of the Confidential Information to safeguard against unauthorized Access, disclosure, or theft of the Confidential Information;

- (d) Maintaining the confidentiality of the Confidential Information under this Agreement in accordance with Department policies and procedures and applicable State and federal laws and regulations;
- (e) Storing and safeguarding the Confidential Information in a physically and electronically secure location where Access is limited to authorized persons;
- (f) Maintaining an up-to-date list of individuals who are authorized to Access the Confidential Information;
- (g) Instructing and requiring all individuals authorized to Access the Confidential Information to adhere to the confidentiality requirements set forth in this Agreement prior to being granted Access to the Confidential Information;
- (h) Not allowing, through action or inaction, any Confidential Information to be sent by any medium, transmitted, or to be Accessed outside of the United States. For the purposes of this restriction, "Access" does not include remote support sessions for devices that might contain the Confidential Information; however, during the remote support session the Department requires Recipient to escort the remote support access and maintain visibility of the actions taken during the remote support access. Requests for remote access will be submitted to the Department's Contract Manager. With approval, third parties may be granted time-limited terminal service access to information technology resources as necessary for fulfillment of related responsibilities. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools; and
- (i) Performing all actions necessary to assist with all tasks in furtherance of the Department's efforts to comply with the obligations under Chapters 60FF and 60GG, Florida Administrative Code, as applicable.

6. Liability. By signing this Agreement, Recipient acknowledges Recipient shall be responsible and liable for the acts and omissions of any of Recipient's employees and/or the Affiliate(s) that result in a violation of this Agreement as if such acts or omissions were Recipient's acts or omissions. Recipient represents that it will enter into a written agreement with an Affiliate with Access to Confidential Information wherein it shall require the Affiliate agree to be bound by and adhere to the terms of this Agreement.

7. Notice of Breach. Recipient must notify the Department as expeditiously as practicable, but in all instances no later than within one (1) business day, in the event Recipient discovers any incident that involves, or which Recipient reasonably believes may involve, a breach of the Confidential Information which includes any unauthorized Access to or disclosure of the Confidential Information and/or which compromises the security, integrity, or confidentiality of the Confidential Information. Additionally, if the Department or Customer shares with Recipient information that is covered by section 501.171, F.S., Recipient is responsible for fulfilling all applicable requirements of section 501.171, F.S., including those that would otherwise be the responsibility of the Department or Customer. Recipient agrees to provide the Department and applicable Customers with all details associated with all breaches or suspected breaches and to work with the Department or the applicable Customer to investigate and resolve any breach, implement any necessary remedial measures, and perform all tasks to ensure full compliance with section 501.171, F.S., including, where applicable, providing any breach notifications to comply with this statutory requirement.

8. Indemnification. Recipient shall defend, indemnify, and hold harmless the Department, the Customer, and the State against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from a violation of any obligation set forth in this Agreement by Recipient (including its employees) or its Affiliates. The Agreement does

not constitute a waiver of sovereign immunity or consent by the Department, Customers, or the State or its subdivisions to suit by third parties. The obligations of this paragraph shall survive the Agreement.

- 9. Contractual Remedies.** Recipient acknowledges that a breach of this Agreement, including disclosure of any of the Confidential Information, will cause irreparable injury to the Department or the Customer and will entitle the Department or the Customer, if applicable, to liquidated damages commensurate with the Department's or the Customer's internal staffing and administrative costs associated with addressing the breach. This will not preclude the Department or the Customer from recovering other damages it may suffer as a result of such a violation or seeking other legal remedies that may be available during or after the Agreement term, including obtaining injunctive relief against the breach or threatened breach of these Agreement terms.
- 10. Data Destruction.** Prior to the termination of this Agreement, Recipient shall assist the Department or the applicable Customer in exporting and extracting or destroying, at the Department's or the applicable Customer's direction, all information obtained from the Department or the applicable Customer by Recipient or created for the Department or the applicable Customer by Recipient pursuant to this Agreement at no cost, in a format acceptable to the Department or the applicable Customer without the need to purchase additional services and/or commodities. Additionally, when the Agreement is terminated, Recipient shall transfer to the Department, or the Customer as applicable, all such information in all its forms from the Department or the applicable Customer and shall destroy duplicate records in accordance with section 501.171(8), F.S., and, if applicable, section 119.0701, F.S. This obligation to transfer and destroy information survives the term of this Agreement.

Recipient shall adhere to established information destruction standards, such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014), in destroying duplicate information provided by the Department or the applicable Customer. See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>. Recipient shall provide the Department, or the Customer as applicable, with written confirmation of destruction of Confidential Information in accordance with these standards. If Recipient is permitted by the Department or the applicable Customer to keep Confidential Information upon termination of this Agreement, Recipient shall continue to protect and maintain the confidentiality of the Confidential Information in accordance with applicable State and federal laws, rules, and regulations and such obligations set forth herein shall survive this Agreement.

- 11. Severability and Waiver.** If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

The delay or failure by the Department or the Customer to exercise or enforce any of its rights under this Agreement shall not constitute a waiver of such rights.

- 12. Governing Law and Venue.** The laws of the State of Florida govern the Agreement. The Parties submit to the jurisdiction of the courts of the State exclusively for any legal action related to the Agreement which arises during or after the Agreement term. Further, Recipient hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other

statute, rule, or case law, including, but not limited to, those based on convenience. Recipient hereby submits to venue in the county chosen by the Department or the applicable Customer.

13. Entire Agreement. This Agreement contains the entire understanding of the Parties regarding the matters set forth herein and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

**FLORIDA DEPARTMENT
OF MANAGEMENT SERVICES**

MAINLINE INFORMATION SYSTEMS, INC.

By: _____

By: *Brian Showman* _____

Name: _____

Name: Brian Showman

Title: _____

Title: General Counsel

Date: _____

Date: 5/26/2023

Addendum to Mainline Response to FL DMS RFQ DMS-2223-138

May 18, 2023

Purpose:

The purpose of this document is to provide additional detail in response to questions and requirements raised during the quote negotiation meeting between Palo Alto Networks, Mainline Information Systems, and the Florida Digital Service (FL[DS]) on Thursday, May 18, 2023. We understand the scope of the services below can extend beyond FL[DS] and have crafted our response to FL[DS] as the initiating agency for this RFQ and the Agency Term Contract.

1. Transferability of Solution to Individual Covered Entities after Initial Period of Performance

What is the process for a customer to assume responsibility for payment beginning in the second year of deployment?

The proposed deployment structure and pricing outlined in our May 16, 2023, RFQ response is premised upon the assumption that the agency purchases attack surface management (ASM) capabilities on behalf of the covered local entities and that the purchasing agency serves as the state point of contact responsible for the overall administration and coordination of the deployment. The attack surface data associated with these entities will be made available in a single enterprise tenant.

If a municipality chooses to no longer participate in the service provided after the first period of performance, the customer may choose to purchase their own instance of Xpanse Expander with the properly sized Assets Under Management (AUM), Platform Fee, and associated Premium Customer Success.

2. Availability of Separate Tenant and Pricing for Customers Wishing to Remain Independent of the FL[DS] Parent Tenant

If a customer wanted to purchase their own instance without being a part of the FLDS instance, what would that pricing look like?

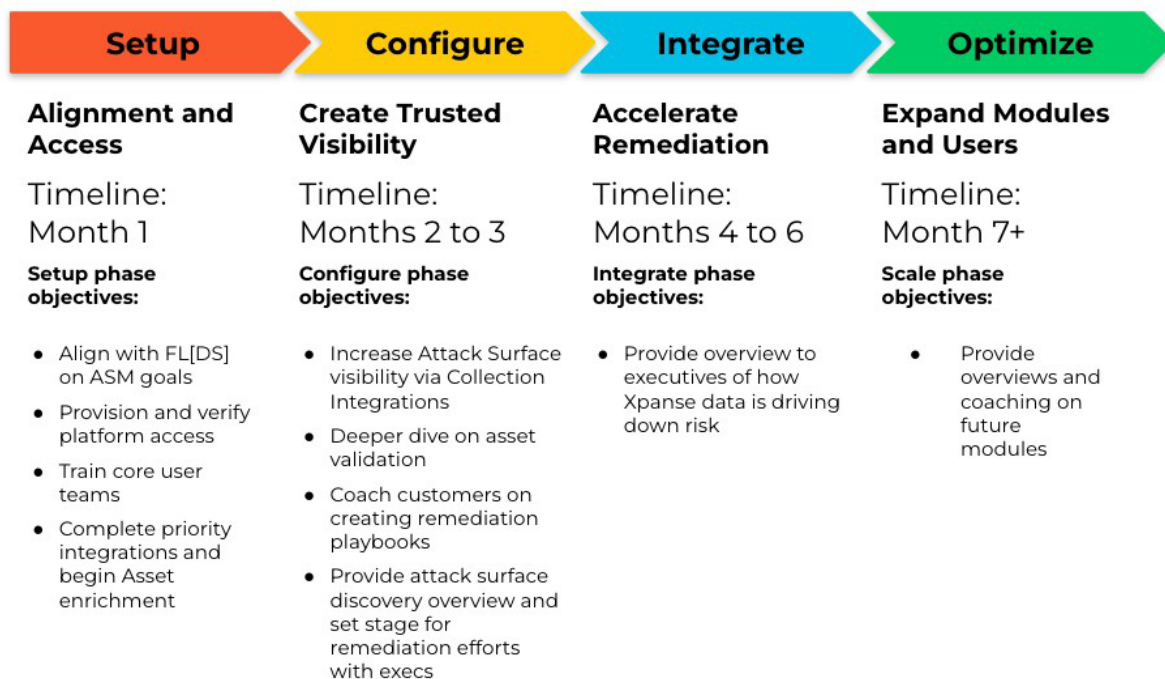
The Expander pricing model is designed to provide built-in, guaranteed volume discounting for increasing numbers of Assets Under Management (AUM). The State of Florida realizes these economies of scale by centrally purchasing Expander capabilities on behalf of a large number of entities. This volume-driven discounting is highlighted in the sample **list** pricing scenarios outlined below (*Scenarios 1-4*):

Our May 16th RFQ response provides a detailed description of our pricing methodology, including our volume discount tiers at various volumes of Assets Under Management (AUM). Please reference *Section III of Attachment A: Price Sheet*.

3. Enhanced Draft Implementation Plan

The Xpanse customer success and extended expertise team will assist the core team with a detailed onboarding plan to introduce entities to the concepts of Attack Surface Management in one-to-many training sessions. Over the course of a 6 to 8-week onboarding process, we will focus on how to use the Expander platform and integrate it into State processes, locality interlocks, and the State's tech stack to create and execute an attack surface management operations process across covered Florida localities.

Following this Solution Onboarding, our Customer Success team will continue to serve as close advisors to the central FL[DS] team and will provide additional one-to-many workshops on select topics for localities. For the lifetime of your subscription, you will continue to receive expert service from Xpanse experts across your full journey to Xpanse implementation.



Key CS Activities and outcomes

Setup

- **Kickoff Meeting w/ Exec Participation:** Develop shared understanding of customer goals and level of customer effort needed to get there.
- **Begin Asset Enrichment:** Begin customization and validation of our Asset Map to increase customer trust in Xpanse data as a source of truth.

- **Core Team Training:** Ensure core team has a working proficiency with Expander and potential use cases; identify potential additional users / teams.

Configure

- **Stand up Collection Integrations:** Increase attack surface visibility by standing up inbound integrations with Xpanse to ensure asset inventory is comprehensive.
- **Continue with Asset Enrichment:** Continue validating Xpanse discovered assets to ensure downstream integrations are receiving high fidelity data.
- **Develop Strategies for Incident Remediation:** Configure attack surface rules to align what is most important to the customer, provide an overview of issue progress statuses, coach customers on utilizing remediation playbooks.
- **Align with Leaders on Attack Surface Discovery:** Highlight comprehensive attack surface discovery and set the stage for remediation efforts.

Integrate

- **Establish Initial Automation Integrations:** Integrate with customer's Cloud Service Providers, CMDBs, ticketing systems, SOAR etc. to facilitate remediation activities.
- **Begin Active Incident Remediation:** Focus on remediating issues that are most important to the customer and drive automated remediation activities where possible.
- **Provide Exec Overview on Remediation Efforts:** Showcase the effectiveness of incident remediation efforts to drive down external attack surface risks.

Optimize

- **Continued Partnership with Security Teams:** Provide overviews, roadmap discussions and coaching on future modules.
- **Education on New Modules:** As new Expander modules are released, upskill customers on how these features can help enhance their existing workflows.

Required Inputs from Customers

Expander is a browser-based SaaS product and thus does not require any network configuration changes or agent installation to provision. However, for the best user experience and to ensure speedy onboarding, our customer success team will request the following information]:

1. List of covered entities for attack surface mapping
 - o E.g., “City of Tallahassee”, “Brevard County”, etc.
2. Mapping seed data, in the form of master IP list and paid-level domain name(s) for each covered entity.
3. Named individual from each covered entity who will serve as the “super user” for their entity.
 - o The super user is responsible for creating new users and using scope-based access control features to set their permissions.
4. Customer email aliases for alerts on critical and high issues from CSOC

After this information is received, our Attack Surface Analysis team conducts a comprehensive networking mapping of each entity and adds each to the Expander tenant as a “business unit”. During the **Setup** and **Configure** phases, FL[DS] and covered entity users will meet with the customer success manager to validate and enrich the asset information in Expander.

Stakeholder Responsibilities

The following table outlines the key activities for which each stakeholder is responsible:

Stakeholder	Key Responsibilities
Palo Alto Networks	Conduct network mapping. Lead asset validation workshops Host many-to-one user onboarding/training sessions Troubleshoot user issues
FL[DS]	Serve as programmatic and contracting lead for deployment. Serve as intermediary between Palo Alto Networks and covered entities

Local Entities ("Customers")	Supply master IP and domain lists Supply names of users for account provisioning Attend onboarding/training sessions. Utilize Expander platform for attack surface management activities
---	---

Dates for onboarding milestones and user training sessions, as well as the frequency and method(s) of implementation progress updates, will be mutually agreed upon during the Kickoff meeting with FL[DS].

4. Service Level Agreement

Cortex XSIAM, XDR, XSOAR, and Xpanse-hosted services shall be available 99.9% of the time, measured monthly, excluding scheduled maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond the control of Palo Alto Networks will be excluded. The customer's sole and exclusive remedy and the entire liability of Palo Alto Networks, in connection with Cortex product service availability, shall be to credit the customer 2% of monthly service fees (downtime credit) for each breach. A breach is defined as a period of 60 consecutive minutes of downtime. Downtime shall begin to accrue as soon as the customer notifies Palo Alto Networks that the service is down and will continue to accrue until service is restored.

Regarding SLAs for Palo Alto Networks Cortex Xpanse response, the Palo Alto Networks Cortex Xpanse solution resides within multiple redundant cloud infrastructures. The State can review the current status of this solution at <https://status.paloaltonetworks.com/>. As of the submission of this report, the current availability of the United States Cortex Xpanse solution is 99.99% over the past 90 days, beating the guaranteed SLA.

Additional information can be found in the [Cortex Products Service-Level Agreement](#). Please see Attachment A.

5. Managed Detection and Response

Palo Alto Networks is not submitting a response to the optional Manage, Detect, and Respond (MDR) requirement outlined in section 6.6.1. of the RFQ.

6. Volume Discounting in Pricing Matrix

Discounting in the pricing matrix on pages 14-15 of the RFQ response is based on not exceed discounting for individual purchases by various state & local government entities. When FLDS or another government entity is seeking firm pricing for a specific number of assets under management, Mainline will provide

final pricing that typically will represent additional discounting lower than the discount in the matrix provided.

Discounting is not based on an aggregate, or summary, of disparate purchases over a period of time or annually.

If FLDS is able to commit to the annual volume of assets under management, the discount for that volume commitment will be provided to all entities that make a purchase during the annual commit term at the discount proposed.



Attachment A – Cortex Products Service Level Agreements

Regarding SLAs for Palo Alto Networks Cortex Xpanse response, the Palo Alto Networks Cortex Xpanse solution resides within multiple redundant cloud infrastructures. The State can review the current status of this solution at <https://status.paloaltonetworks.com/>. As of the submission of this report, the current availability of the United States Cortex Xpanse solution is 99.99% over the past 90 days, beating the guaranteed SLA.

Please see attached document for additional data regarding Palo Alto’s service level agreement.

The following two (2) pages contain information on Cortex Products SLAs.





Cortex Products Service-Level Agreement

All capitalized terms not defined herein shall have the same meaning as set forth in the Palo Alto Networks [End User Agreement](#).

Cortex XSIAM, XDR, XSOAR, and Xpanse-hosted services shall be available 99.9% of the time, measured monthly, excluding scheduled maintenance. Further, any downtime¹ resulting from outages of third-party connections or utilities or other reasons beyond the control of Palo Alto Networks will be excluded.

Customer's sole and exclusive remedy and the entire liability of Palo Alto Networks, in connection with Cortex product service availability, shall be to credit customer 2% of monthly service fees (downtime credit) for each breach. A breach is defined as a period of 60 consecutive minutes of downtime. Downtime shall begin to accrue as soon as customer notifies Palo Alto Networks that the service is down and will continue to accrue until service is restored.

1. Delays in data log ingestion are not considered downtime.

In order to receive downtime credit, customer must notify Palo Alto Networks within 24 hours of service unavailability by initiating a help desk ticket. Failure to provide such notice forfeits the right to receive downtime credit. Such credits may not be redeemed for cash and shall not exceed one (1) week of service fees in any one (1) calendar month. Blocking of data communications or other software as a service (SaaS) by Palo Alto Networks in accordance with its Information Security policies shall not constitute a failure to provide adequate service under this Service-Level Agreement.

Palo Alto Networks will provide technical support based on the Customer Success Plan purchased:

- Under the Standard Plan, technical support is available via the [Customer Support Portal](#).
- Under the Premium Plan, technical support is also available as above and by phone 24 hours per day, 7 days per week.

Customers may initiate a help desk ticket via support.paloaltonetworks.com. Palo Alto Networks will use commercially reasonable efforts to respond as follows:

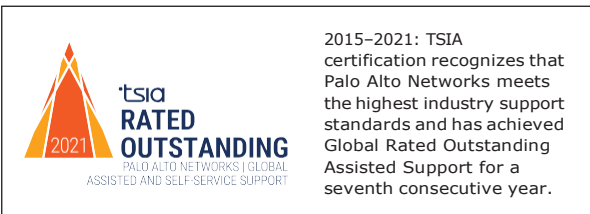
Table 1: Support Response Time			
Severity	Description	Standard	Premium
1	Service is down; critically affects customer production environment. No workaround available yet.	≤ 2 hours	≤ 1 hour
2	Service is impaired; customer production up, but impacted. No workaround available yet.	≤ 4 hours	≤ 2 hours
3	A service function has failed; customer production not affected. Support is aware of the issue and a workaround is available.	≤ 12 hours	≤ 4 hours
4	Non-critical issue. Does not impact customer business. Feature, information, documentation, how-to, and enhancement requests from customer.	≤ 48 hours	≤ 8 business hours

More Information

To learn more about Palo Alto Networks Support offerings, visit paloaltonetworks.com/support or contact your local account manager. For product information, visit paloaltonetworks.com/products.

Why Palo Alto Networks?

Palo Alto Networks is committed to your success in preventing successful cyberattacks. Our award-winning services and support organization give you timely access to technical experts and on-line resources to ensure your business is protected. We take our responsibility for your success seriously and continuously strive to deliver an exceptional customer experience. Our entire services organization and Authorized Support Centers are there to ensure maximum uptime and streamlined operations.



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Mainline Response to FL DMS RFQ DMS-2223-138 - FINAL

Final Audit Report

2023-05-26

Created:	2023-05-26
By:	Michael Parrish (Michael.Parrish@mainline.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0PV7w_cj_Mo32pvNbxyE7f2QcaF9YFpr

"Mainline Response to FL DMS RFQ DMS-2223-138 - FINAL" History

-  Document created by Michael Parrish (Michael.Parrish@mainline.com)
2023-05-26 - 2:19:25 PM GMT- IP address: 68.59.70.205
-  Document emailed to Brian Showman (brian.showman@mainline.com) for signature
2023-05-26 - 2:20:51 PM GMT
-  Email viewed by Brian Showman (brian.showman@mainline.com)
2023-05-26 - 2:21:03 PM GMT- IP address: 104.47.66.126
-  Document e-signed by Brian Showman (brian.showman@mainline.com)
Signature Date: 2023-05-26 - 2:22:09 PM GMT - Time Source: server- IP address: 174.239.84.140
-  Agreement completed.
2023-05-26 - 2:22:09 PM GMT

Mainline Information Systems - INITIAL CONTRACT TERM DISCOUNT STRUCTURE

Line	Item Number	Description	List Price	ACS Contract Price	Quote Price
1	PAN-EXP-EXPNDR	Expander Web Based Subscription platform/Includes Basic customer Success	\$ 60,000.00	\$ 57,000.00	\$ 51,000.00
2	PAN-EXP-EXPNDR-AUM	Assets under Management (AUM) assets to be monitored by the Expander Platform	\$ 7.00	\$ 6.65	See Volume Discount Pricing Below
3	PAN-PREMUSG-SUCCESS	US Government Accounts ONLY - Expanse Premium Success	PER PANW QUOTE	PER PANW QUOTE	PER MAINLINE QUOTE
4	PAN-CONSULT-EE-DD-EXP	Extended Expertise Dedicated (Cortex Xpanse)	\$ 487,300.00	\$ 458,062.00	\$ 458,062.00

Discount Tiering Below for SKU: PAN-EXP-EXPNDR-AUM

Discount Tier Level	# of AUM Purchased	INITIAL CONTRACT TERM % Discount	
	0 0-999	0%	\$7.00
	1 1,000-20,000	5%	\$6.65
	2 20,001-40,000	18%	\$5.74
	3 41,001-65,000	34%	\$4.62
	4 65,001-100,000	47%	\$3.71
	5 100,001-150,000	58%	\$2.94
	6 151,001-250,000	68%	\$2.24
	7 250,001-400,000	76%	\$1.68
	8 400,001-650,000	82%	\$1.26
	9 651,001-1,000,000	87%	\$0.91
	10 1,000,001+	91%	\$0.63

* DISCOUNTS PROPOSED REPRESENTS VOLUME PURCHASE OPTIONS SHOWN AND BASED ON DISCOUNT OFF LIST FOR INITIAL
 * LIST PRICING PROVIDED IS BASED ON MAY 2023 PALO ALTO LIST PRICE.
 * UPDATES TO LIST PRICING REPRESENTED MAY OCCUR IN THE EVENT PALO ALTO REVISES LIST PRICING.
 * ALL DISCOUNTING REPRESENTED IS MINIMUM DISCOUNT OFF LIST FOR SINGLE VOLUME PURCHASE

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Section 1. Purchase Order.

A. Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term.

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance.

A. Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency.

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. 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 Agency 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 3. Payment and Fees.

A. Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is

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confirmed in writing by the Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe.

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

C. MyFloridaMarketPlace Fees.

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code:

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. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

D. Payment Audit.

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall 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 Agency for audit.

E. Annual Appropriation and Travel.

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

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Section 4. Liability.

A. Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance.

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation.

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

E. Performance Bond.

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

Section 5. Compliance with Laws.

A. Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the

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Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

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

B. Lobbying.

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

C. Gratuities.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State 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 officer or employee.

D. 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 shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall 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 Purchase Order. The Contractor shall retain such records for three (3) years after the expiration of the Purchase Order, 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 for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

E. Public Records.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in

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conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order 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 Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall 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 shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

G. Intellectual Property.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

H. 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 Purchase Order with any Agency.

Section 6. Termination.

A. Termination for Convenience.

The Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Contractor shall 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 Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor.

B. Termination for Cause.

If the Agency determines that the performance of the Contractor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b)

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notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

Section 7. Subcontractors and Assignments.

A. Subcontractors.

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE.

A. RESPECT.

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), 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 products it offers is available at <http://www.respectofflorida.org>.

B. PRIDE.

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

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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 products it offers is available at <http://www.pride-enterprises.org>.

Section 9. Miscellaneous.

A. Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall 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 Purchase Order.

B. Governing Law and Venue.

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

C. Waiver.

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence.

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

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F. Background Check.

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

G. E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 1) All purchases are F.O.B. destination, transportation charges prepaid.
- 2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- 3) No extra charges shall be applied for boxing, crating, packing, or insurance.
- 4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
- 5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
- 6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
- 7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

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4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
MAINLINE INFORMATION SYSTEMS, INC.**

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is between the Florida Department of Management Services (“Department”), a state agency, and

Mainline Information Systems, Inc. (“Recipient”), referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, Recipient has or will enter into a Purchase Order or Agency Term Contract under Request for Quote No. DMS-22/23-138, External-Facing Asset Discovery Solution (“Solution”);

WHEREAS, in furtherance of providing these services and/or commodities, Recipient may access, receive, or create Confidential Information from the Department or any third party beneficiaries; and

WHEREAS, the Department maintains certain protections on such Confidential Information and desires to set forth the terms Recipient is required to adhere to.

NOW THEREFORE, for the mutual and valuable consideration acknowledged by both Parties, the Parties agree as follows:

1. Definitions.

- (a) **Access**: Means the ability or authorization to create, inspect, transmit, approach, instruct, communicate with, store, retrieve, or otherwise make use of any Confidential Information, regardless of type, form, or nature of storage. “Access” to a computer system or network includes local and remote access.
- (b) **Affiliates**: Any agents, affiliates, partners, subcontractors, resellers, distributors, dealers, or other entities associated with Recipient that have Access to the Confidential Data.
- (c) **Agreement-related Materials**: Materials created or provided by Recipient while performing the Agreement.
- (d) **Confidential Information**: Information that is restricted from public disclosure based on federal or State laws and regulations including, but not limited to, those related to privacy, confidentiality, security, personally identifying information, personal health, business or trade secret information, and other information exempt from state public records law. “Confidential Information” includes information disclosed, orally or otherwise, before, on, or after this Agreement effective date by the Department to Recipient, and whether or not marked, designated, or otherwise identified as “confidential.” Any information derived from Confidential Information and/or created by Recipient pursuant to this Agreement which must be restricted from public disclosure based on federal or State laws and regulations shall be

considered Confidential Information subject to the restrictions set forth in this Agreement.

Specifically, Recipient will receive and may create or learn of information which include network schematics, hardware and software configurations, or encryption, or which identify detection, investigation, or response practices for suspected or confirmed IT security incidents, including suspected or confirmed breaches, the disclosure of which would facilitate unauthorized access, modification, disclosure, or destruction of information, IT resources, or information relating security, which are confidential and exempt from public disclosure pursuant to section 282.318(5), Florida Statutes (F.S.).

- (e) Customer: Agencies as defined in section 287.012, Florida Statute (F.S.), and Eligible Users as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).
- (f) State: The State of Florida.

2. **Term and Termination.** This Agreement is effective upon signature by both Parties. This Agreement may be terminated by the Department when determined to be in the best interest of the State of Florida by providing Recipient with advance written notice.
3. **Intended Third Party Beneficiary.** Customers receiving services under the Solution are intended third party beneficiaries of this Agreement, entitled to enforce any rights hereunder for their benefit.
4. **Confidential Information Use.** Use of the Confidential Information shall be limited to the provisions set forth herein and to the extent necessary to provide the services and/or commodities. The Department retains full rights and title to all Confidential Information provided by it, and any information derived therefrom. Recipient has no ownership rights to the Confidential Information provided under this Agreement, or any information derived therefrom.
5. **Recipient Obligations.** Recipient shall: 1) maintain the confidentiality of all the Confidential Information pursuant to this Agreement, as required herein, 2) comply with all federal and State laws and regulations related to information privacy and security, and 3) ensure that any Affiliates comply with the preceding two requirements as to any Confidential Information shared with or otherwise Accessed by the Affiliate. Recipient shall take all measures necessary to protect against improper Access to and/or disclosure or theft of the Confidential Information and will ensure only those individuals performing services contemplated in this Agreement will be permitted to Access the Confidential Information. Recipient shall perform the following measures to preserve the privacy, security, confidentiality, integrity, and accessibility of the Confidential Information which includes, but is not limited to:
 - (a) Using the Confidential Information only to provide services and/or commodities as contemplated in this Agreement and not otherwise using the Confidential Information for Recipient's own benefit or the benefit of others, or in violation of any applicable laws or regulations;
 - (b) Not creating derivative works based upon the Confidential Information, copying the Confidential Information, or publishing or disclosing the Confidential Information to any individual or entity except in accordance with this Agreement;
 - (c) Implementing and maintaining protective administrative, technical, and organizational security measures appropriate to the nature of the Confidential Information to safeguard against unauthorized Access, disclosure, or theft of the Confidential Information;

- (d) Maintaining the confidentiality of the Confidential Information under this Agreement in accordance with Department policies and procedures and applicable State and federal laws and regulations;
- (e) Storing and safeguarding the Confidential Information in a physically and electronically secure location where Access is limited to authorized persons;
- (f) Maintaining an up-to-date list of individuals who are authorized to Access the Confidential Information;
- (g) Instructing and requiring all individuals authorized to Access the Confidential Information to adhere to the confidentiality requirements set forth in this Agreement prior to being granted Access to the Confidential Information;
- (h) Not allowing, through action or inaction, any Confidential Information to be sent by any medium, transmitted, or to be Accessed outside of the United States. For the purposes of this restriction, "Access" does not include remote support sessions for devices that might contain the Confidential Information; however, during the remote support session the Department requires Recipient to escort the remote support access and maintain visibility of the actions taken during the remote support access. Requests for remote access will be submitted to the Department's Contract Manager. With approval, third parties may be granted time-limited terminal service access to information technology resources as necessary for fulfillment of related responsibilities. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools; and
- (i) Performing all actions necessary to assist with all tasks in furtherance of the Department's efforts to comply with the obligations under Chapters 60FF and 60GG, Florida Administrative Code, as applicable.

6. Liability. By signing this Agreement, Recipient acknowledges Recipient shall be responsible and liable for the acts and omissions of any of Recipient's employees and/or the Affiliate(s) that result in a violation of this Agreement as if such acts or omissions were Recipient's acts or omissions. Recipient represents that it will enter into a written agreement with an Affiliate with Access to Confidential Information wherein it shall require the Affiliate agree to be bound by and adhere to the terms of this Agreement.

7. Notice of Breach. Recipient must notify the Department as expeditiously as practicable, but in all instances no later than within one (1) business day, in the event Recipient discovers any incident that involves, or which Recipient reasonably believes may involve, a breach of the Confidential Information which includes any unauthorized Access to or disclosure of the Confidential Information and/or which compromises the security, integrity, or confidentiality of the Confidential Information. Additionally, if the Department or Customer shares with Recipient information that is covered by section 501.171, F.S., Recipient is responsible for fulfilling all applicable requirements of section 501.171, F.S., including those that would otherwise be the responsibility of the Department or Customer. Recipient agrees to provide the Department and applicable Customers with all details associated with all breaches or suspected breaches and to work with the Department or the applicable Customer to investigate and resolve any breach, implement any necessary remedial measures, and perform all tasks to ensure full compliance with section 501.171, F.S., including, where applicable, providing any breach notifications to comply with this statutory requirement.

8. Indemnification. Recipient shall defend, indemnify, and hold harmless the Department, the Customer, and the State against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from a violation of any obligation set forth in this Agreement by Recipient (including its employees) or its Affiliates. The Agreement does

not constitute a waiver of sovereign immunity or consent by the Department, Customers, or the State or its subdivisions to suit by third parties. The obligations of this paragraph shall survive the Agreement.

- 9. Contractual Remedies.** Recipient acknowledges that a breach of this Agreement, including disclosure of any of the Confidential Information, will cause irreparable injury to the Department or the Customer and will entitle the Department or the Customer, if applicable, to liquidated damages commensurate with the Department's or the Customer's internal staffing and administrative costs associated with addressing the breach. This will not preclude the Department or the Customer from recovering other damages it may suffer as a result of such a violation or seeking other legal remedies that may be available during or after the Agreement term, including obtaining injunctive relief against the breach or threatened breach of these Agreement terms.
- 10. Data Destruction.** Prior to the termination of this Agreement, Recipient shall assist the Department or the applicable Customer in exporting and extracting or destroying, at the Department's or the applicable Customer's direction, all information obtained from the Department or the applicable Customer by Recipient or created for the Department or the applicable Customer by Recipient pursuant to this Agreement at no cost, in a format acceptable to the Department or the applicable Customer without the need to purchase additional services and/or commodities. Additionally, when the Agreement is terminated, Recipient shall transfer to the Department, or the Customer as applicable, all such information in all its forms from the Department or the applicable Customer and shall destroy duplicate records in accordance with section 501.171(8), F.S., and, if applicable, section 119.0701, F.S. This obligation to transfer and destroy information survives the term of this Agreement.

Recipient shall adhere to established information destruction standards, such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014), in destroying duplicate information provided by the Department or the applicable Customer. See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>. Recipient shall provide the Department, or the Customer as applicable, with written confirmation of destruction of Confidential Information in accordance with these standards. If Recipient is permitted by the Department or the applicable Customer to keep Confidential Information upon termination of this Agreement, Recipient shall continue to protect and maintain the confidentiality of the Confidential Information in accordance with applicable State and federal laws, rules, and regulations and such obligations set forth herein shall survive this Agreement.

- 11. Severability and Waiver.** If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

The delay or failure by the Department or the Customer to exercise or enforce any of its rights under this Agreement shall not constitute a waiver of such rights.

- 12. Governing Law and Venue.** The laws of the State of Florida govern the Agreement. The Parties submit to the jurisdiction of the courts of the State exclusively for any legal action related to the Agreement which arises during or after the Agreement term. Further, Recipient hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other

statute, rule, or case law, including, but not limited to, those based on convenience. Recipient hereby submits to venue in the county chosen by the Department or the applicable Customer.

13. Entire Agreement. This Agreement contains the entire understanding of the Parties regarding the matters set forth herein and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

MAINLINE INFORMATION SYSTEMS, INC.

DocuSigned by:
By: *Pedro Allende*
5E91A9D309EB47C...
Name: Pedro Allende
Title: Secretary
Date: 6/16/2023 | 3:04 PM EDT

By: *Brian Showman*
Name: **Brian Showman**
Title: **General Counsel**
Date: **5/26/2023**