

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

**AGENCY TERM CONTRACT
FOR
NETWORK-BASED ASSET DISCOVERY (AGENTLESS)
DMS-22/23-154A
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
CARAHSOFT TECHNOLOGY CORPORATION**

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 CARAHSOFT TECHNOLOGY CORPORATION (Contractor), with offices at 11493 Sunset Hills Road, Suite 100, Reston, VA 20190, 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-22/23-154, Network-Based Asset Discovery (Agentless) 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-22/23-154.

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-22/23-154;
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-22/23-154 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:

Troy Bonenfant
Sales Manager
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
Telephone: (703) 673-3634
Email: Troy.Bonenfant@carahsoft.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.

CARAHSOFT TECHNOLOGY CORPORATION:

DEPARTMENT OF MANAGEMENT SERVICES:

DocuSigned by:

Troy Bonenfant

B73214F4FD0449F...

Authorized Signature

DocuSigned by:

Pedro Allende

5E91A9D369EB47C...

Pedro Allende, Secretary

Troy Bonenfant

Print Name

6/30/2023 | 7:40 PM EDT

Date

Sales Manager

Title

6/30/2023 | 7:39 PM EDT

Date

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

Exhibit "A"

Request for Quotes (RFQ)

DMS-22/23-154

Network-Based Asset Discovery (Agentless)

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 (FL[DS]).

Purchase Order (PO): 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 network-based asset discovery (agentless) solution that aggregates and analyzes data to provide a holistic view of an organization's assets. The Solution shall

catalogue each device on a network without the use or installation of an agent or software onto each individual device.

2.0 OBJECTIVE

Pursuant to section 287.056(2), F.S., the Department intends to purchase a network-based asset discovery (agentless) Solution for use by the Department and Customers to identify and manage each device on a network without the use or installation of an agent or software onto each individual device 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 a network-based asset discovery (agentless) 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

Any POs issued pursuant to the RFQ will have the term identified in the PO. 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 Scope of Work shall be delivered in accordance with the deliverables herein. The Department expects the services to be completed remotely and is not requiring the Contractor to travel. Unless otherwise specified within Vendor's quote, the Solution should include the following items within the Scope of Work, but not be limited to:

6.1. Software Solution/Specifications

The Solution shall enable the process of cataloguing each device on a network, without the use or installation of an agent or software onto each individual device. The Solution shall provide for agentless asset identification whereby the packet and communications of a device is analyzed. The Solution shall inspect communication flows, and the application packets themselves to determine make, model, software load, and even serial numbers, all without installation of an agent. The Solution shall provide for additional enrichment of this data, and further classification by machine learning and compared to a catalog of millions of devices allows for accurate device identification and classification.

6.1.1. Multi-Tenancy Support

The Solution shall be designed to support multiple tenants, allowing the end user to manage devices and policies across different organizations or customer groups. This should include role-based access control to ensure that each tenant can only view and manage their own devices.

6.1.2. Agentless Approach

The Solution shall provide the ability to discover and query endpoints without requiring the installation of agents on each device. This can simplify deployment and reduce the impact on device performance and security. This also allows for discovery of a broad range of assets and vulnerabilities.

6.1.3. Discovery for Multiple Endpoint Types

The Solution shall discover a wide range of endpoints, including desktops, laptops, servers, mobile devices, and IoT devices.

6.1.4. Cloud Management

The Solution shall be provided as software as a service via cloud-hosted infrastructure to keep current with the latest releases of management server and endpoint agent software. This allows capacity extensibility in the cloud with minimal impact on agent or management infrastructure.

6.1.5. Remote Management

The Solution shall provide the ability to identify all networked devices and enforce policies remotely, without the need for direct physical access. This may include tasks such as software installation, patching, and configuration management.

6.1.6. Data Security

6.1.6.1. The Solution shall enable monitoring, reporting, and management of data sharing, as well as encryption and security for data at rest and in motion.

6.1.6.2. The Solution shall offer configurable controls that extend data and transaction security and compliance to third-party platforms or hosting providers the solution uses. Documents security policies, audits, attestations, or evaluations for compliance needs.

6.1.7. Compliance and Third-Party Certification

The Solution shall comply with relevant state and federal laws and standards such as the Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, General Data Protection Regulation, and third-party certifications such as SOC 2 and ISO 27001. The Department, Purchaser, or Customer may require awarded Vendors(s) to execute security agreements, including but not limited to, Criminal Justice Information System (CJIS) riders or Business Associate Agreements as a condition of performance or purchase order issuance.

6.1.8. Security Features

The Solution shall provide the ability to work in conjunction with robust security features to protect against threats like malware, data breaches, and unauthorized access. This shall include, but not be limited to, endpoint protection, firewalls, and encryption.

6.1.9. Reporting and Analytics

The Solution shall provide detailed reporting and analytics to help monitor device health, track compliance with policies, and identify potential issues or risks. The selected Solution shall have the capacity to provide ad-hoc reports to Purchasers and Customers.

6.1.10. Integration with Other Tools

The Solution shall support dynamic policy and contextual access and other novel authentication methods.

6.1.11. Scalability

The Solution shall provide the ability to scale to meet the needs of the organization as it grows, without diminishing the ability to adequately manage growing numbers of endpoints.

6.1.12. Network

The Solution shall leverage network technologies like software-defined wide area networks and over-the-top monitoring to ensure the optimal performance of the Solution.

6.1.13. Ease of Use

The Solution shall be easy to use and configure, with an intuitive graphical user interface and clear documentation and support resources which instruct on use of the Solution.

6.1.14. Configuration Tools and Customization

The Solution shall allow configuration of the standard offering with custom user interfaces, data tables, process components, and business logic.

6.1.15. Data Migration Services

The Solution shall provide data migration services to ensure a smooth transition of data from a Customer or Purchaser's current system to the Contractor's Solution.

6.1.16. Disaster Recovery Services

In the event of a disaster or system failure, the Solution shall provide disaster recovery services, including backup and a disaster recovery plan ensuring business continuity.

6.1.17. Role-Based Access

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

6.1.18. 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.

6.1.19. Integration

- 6.1.19.1.** The Solution shall integrate with the Department's existing security tools such as firewalls, endpoint management solutions, and security information and event management (SIEM) systems. Each Customer shall determine if the Solution is able to integrate with their security tools. The Contractor shall take any steps necessary to support Customer integration.
- 6.1.19.2.** The Solution shall be capable of data integration through common exchange techniques and frameworks such as RESTful APIs.
- 6.1.19.3.** The Solution shall be capable of integrating with a variety of identity and access management (IAM) systems to meet Customer current and future needs.
- 6.1.19.4.** Initial integration shall include connecting a Customer, upon request, to the State Cybersecurity Operations Center (CSOC) and validating with FL[DS] that all Solution data is properly integrated.
- 6.1.19.5.** Integration maintenance may be required after initial integration to ensure that the Solution properly exchanges data between a Customer and the CSOC. The Contractor shall address any concerns that FL[DS] has regarding integration issues.

6.1.20. 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.

- 6.1.20.1.** 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.
- 6.1.20.2.** 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 the Department, Purchaser, and Customer to ensure all Parties have all 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 (e.g., in-person, live webinar, online course), specific training suggested for each user roles.
 - 6.2.2.1.** The training SLA must specify what is included within the Initial Training (included in Item No. 1 on Attachment A, Price Sheet) provided and Ongoing Training (including scope and frequency) 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 performance 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. The kickoff meeting shall be held in accordance with the deliverables herein.
- 6.3.3.** The kickoff meeting for the Customer(s) should include a demonstration of the Solution, or prior to the kickoff meeting, a link may be provided to the Customer(s) 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 the entity responsible for each task (e.g., Contractor, Purchaser, FL[DS] (if applicable), or other Customer).
- 6.4.3. Date 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 (e.g., in-person, live webinar, online course), 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. The vendor shall 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.

**TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES**

No.	Deliverable	Time Frame	Financial Consequences
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.	<p>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.</p> <p>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.</p>
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.	<p>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 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>

**TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES**

No.	Deliverable	Time Frame	Financial Consequences
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 Department accepts different financial consequence in the Contractor's Quote.

**TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES**

No.	Deliverable	Time Frame	Financial Consequences
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 network-based asset discovery (agentless) 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) Document any substantial deviations within Vendor’s Solution from the Scope of Work.
 - 5) Detail regarding any value-added services.
 - 6) **Attachment A**, Price Sheet, containing pricing for all items and completed in accordance with the instructions provided in this RFQ.
 - 7) **Attachment B**, Contact Information Sheet, containing the contacts for the Quote and the resulting ATC(s) and PO(s).
 - 8) **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.

11.0 TIMELINE

EVENT	DATE
Release of the RFQ	May 8, 2023
Pre-Quote Conference Link: https://us02web.zoom.us/meeting/register/tZ0ufu2gqzlpGdQ3U_xdCXnrvtiRQ2XSXqu	May 11, 2023, at 9:00 a.m., Eastern Time
Responses Due to the Procurement Officer, via email	May 17, 2023, by 5:00 p.m., Eastern Time

EVENT	DATE
Solution Demonstrations and Quote Negotiations	May 18-22, 2023
Anticipated Award, via email	May 22, 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)]; 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 network-based asset discovery (Agentless) 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 User (A)
1	<p><u>Initial Software Year</u> One year of network-based asset discovery (agentless) software as described in the RFQ per user. To include:</p> <ul style="list-style-type: none"> • Implementation • initial training • Initial Integration • integration maintenance • support services 	\$ _____
2	<p><u>Subsequent Software Year</u> One year of network-based asset discovery (agentless) software as described in the RFQ per user. To include:</p> <ul style="list-style-type: none"> • ongoing training • integration maintenance • support services 	\$ _____

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 network-based asset discovery (Agentless), 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 29.0**, 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:		

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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**

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is between the Florida Department of Management Services (“Department”), a state agency, and (“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-22/23-154, Network-Based Asset Discovery (Agentless) 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**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

carahsoft[®]

Carahsoft's Response to the

Florida Department of Management Services

Request for Quote

Network-Based Asset Discovery (Agentless) Solution

DMS-22/23-154

Thursday,
May 18, 2023

Solution Provided By



Company Name	Carahsoft Technology Corporation
Address	11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Website	www.carahsoft.com
Points of Contact	Troy Bonenfant, 703.673.3634, Troy.Bonenfant@carahsoft.com



May 18, 2023

Florida Department of Management Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Carahsoft's Response to the Florida Department of Management Services's Request for Quote: Network-Based Asset Discovery (Agentless) Solution, DMS-22/23-154

Alisha Morgan:

Carahsoft Technology Corp. appreciates the opportunity to respond to the Florida Department of Management Services (FL DMS)'s Request for Quote (RFQ): Network-Based Asset Discovery (Agentless) Solution. Carahsoft is proposing Armis Product Name which fully meets FL DMS's requirements for a Network-Based Asset Discovery (Agentless) Solution. Our team has reviewed and considered FL DMS's requirements outlined in the RFQ and has carefully put together a solution that will best meet your needs.

Armis solutions are available through multiple cooperative purchasing agreements, including the General Services Administration Multiple Award Schedule and NASPO ValuePoint Contracts:

Contract Vehicle	Contract Number
NASPO ValuePoint Cloud Solutions	Master Agreement: AR2472 Florida Participating Addendum: 43230000-NASPO-16-ACS

In the past year, the Armis team has worked closely with the State of Florida at The FLDS, helping to deploy Armis at the majority of the Florida State Agencies. During this time, we have established great working relationships with teams at all levels, e.g. agency IT Teams, project teams at FLDS and at the agencies themselves, operations teams at FLDS, leadership teams at both Agency and FLDS, and senior leadership within the state. This great working relationship has led to improving the State's overall cyber security posture, by improving operational efficiencies, identifying the widening attack surface, identifying threats, operationalizing intelligence and aligning with the State's project goals. Our team has consistently identified opportunities to improve and we have acted on it. These efforts have led to added dedicated Armis resident Engineers for FLDS, additional resources for deployment, changed personnel, and collectively working with the State to streamline the project plans to improve the overall outcomes.

Please feel free to contact me directly at 703.673.3634/Troy.Bonenfant@carahsoft.com or Chris Clarke at 703.871.8620/Chris.Clarke@carahsoft.com with any questions or communications that will assist FL DMS in the evaluation of our response. This proposal is valid for 180 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Troy Bonenfant

Troy Bonenfant
Account Representative

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1) PROPOSED SOLUTION

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

Solution Overview

Carahsoft understands that the Florida Department of Management Services is seeking a Network-Based Asset Discovery (Agentless) Solution. As the Prime Contractor, Carahsoft has assembled a team for the initiative that includes our Solution Provider, **Armis**, as the best solution to meet FL DMS's requirements.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia and employs more than 2,500 professionals dedicated to serving our public sector customers and partners.

Vendor and Partner Relationships – In addition to establishing strategic, long-term relationships with the industry's leading manufacturers, our partner ecosystem encompasses more than 3,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

Proven Execution – Carahsoft has deep expertise in government contracting and procurement. We manage and maintain a wide variety of government-wide and agency-specific purchasing contract vehicles and purchasing agreements for agencies at the state, local, and federal levels. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

Contract Vehicles – Since 2004, Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at all levels of government. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

Growth & Stability – A stable, conservative, and profitable company, Carahsoft has demonstrated impressive growth year after year, with annual revenue of \$3.4 million in our first year in 2004 to over \$12.5 billion in 2022. In September of 2022, our team of dedicated, highly trained marketing, sales, contracting, and business operations experts processed 19,235 orders worth more than \$2.2 billion.

		
Washington Technology 	Forbes AMERICA'S LARGEST PRIVATE COMPANIES 2019 	
		
		

Awards and Industry Recognition – Carahsoft receives awards for our excellent performance yearly. For more information on the hundreds of awards we have received please visit our website at <https://www.carahsoft.com/awards>.

Solution Provider: Armis

Armis, the leading asset visibility and security company, provides the industry's first unified asset intelligence platform designed to address the new extended attack surface that connected assets create.

- Unprecedented Visibility – The most complete OT/ICS, IoMT, and IT asset inventory: Discover all assets in your environment —managed, unmanaged, IoT, industrial, and medical devices, applications, cloud & virtual instances.
- No Agents or Scanning – The Armis Platform offers the best agentless monitoring and is 100% passive. This is critical as many devices simply can't take a traditional security agent and scanning can disrupt or crash sensitive environments.
- Device Identification & Classification – Get rich device details and context. Identify the device type, even without an agent by manufacturer, model, IP and MAC address, OS, reputation, username, and more.
- Real-Time & Continuous – Passive, real-time continuous risk and asset vulnerability assessment with deepest device behavior insights and tracking.
- Cloud-Based Device Knowledgebase – Compare real-time behavior of devices with multiple “known good” crowd-sourced baselines to detect compromised devices.
- Premium Threat Intelligence – Utilize various cybersecurity threat intelligence feeds, combined with device behavior to produce highly accurate threat detection and response.
- Automatic or Manual Enforcement – For every policy violation and threat detection, choose from a variety of manual or automated responses that are built into the Armis Agentless Device Security Platform.
- Disconnect or Quarantine Devices – By using your existing network infrastructure or by integrating with existing security solutions, you can choose to manually or automatically (through policy) disconnect or quarantine suspicious or malicious devices.
- Respond to Threats – Within seconds of deployment, you will have various types of incident response for devices in your environment — identifying and containing compromised devices and providing historical information on activity.

Fortune 100 companies trust our real-time and continuous protection to see with full context all managed, unmanaged assets across IT, cloud, IoT devices, medical devices (IoMT), operational technology (OT), industrial control systems (ICS), and 5G. Armis provides passive cyber asset management, risk management, and automated enforcement.

Armis customers are from across all industries, verticals and segments including governments, state, local, education (SLED), healthcare, critical infrastructure providers (CIP), retail, manufacturing, smart cities, transport, energy including organizations such as Colgate Palmolive, Allegro Microsystems, Takeda Pharmaceuticals, Mondelez, PepsiCo, DocuSign, the Booking Group, and many more.

Armis Solution

Armis is a SaaS solution which provides agentless discovery, identification and classification of all connected devices including Medical, ICS, OT, IT, IOT, building management services and cloud infrastructures such as AWS, GPC and Azure.

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The Armis cloud is a single or multi-tenant architecture, designed for horizontal scale. Each customer may have one or many on premise collectors, depending on their network architecture. There is no limit to the number of collectors a customer can have, providing for easy horizontal scale as needed.

Customers interact with the cloud-based management UI. Customers are not required to take any action to perform upgrades to the cloud UI or collectors as this is performed by Armis operations as part of the annual support service.

Armis will provide a risk profile of every device (i.e., vulnerabilities, misconfigurations, obsolete HW / SW, devices exposing data, behavioral analysis, and threat detection). The solution provides a detailed dashboard view with role-based access control which enables a user to quickly identify all devices on the network by type, application, threat, site location and specific location in the site. The tool then provides a risk score for every device, alignment to NIST/IEC64223 (and other frameworks), adherence to MITRE ATTACK and visual mapping with the Purdue Model.

Armis utilizes native API integrations for Cloud asset discovery and physical or virtual collectors for "on-premise" asset discovery. Armis passively ingests various data sources across the management plane, such as Wireless LAN controllers (WLC) and network traffic monitoring (SPAN port). Once identified, Armis will provide a risk profile of the device (i.e., vulnerabilities, misconfigurations, obsolete HW / SW, devices exposing data, behavioral analysis, and threat detection).

Armis then integrates with various infrastructure components, such as firewalls, NAC, etc., to automate device / risk control functions, and to SIEMs and other orchestration tools to automate and complement existing response management practices and policies.

Also note that the Armis solution is hosted in AWS Cloud, AWS GovCloud, and AWS FedRAMP Cloud, complying with data privacy according to the law in each location, including internationally, complying with the laws in every region. Armis is on the FedRAMP Marketplace and as of January 11, 2023, is FedRAMP Authorized.

6.0 Response to Scope of Work Requirements (RFQ Section 6.0)

Compliance Table

The specific FL[DS] requirements outlined in section 6.0 of the RFQ are addressed as follows:

#	Requirement	Included in Proposal?	Notes
6.1.1	Multi-Tenancy Support	Yes	Armis Platform default capability
6.1.2	Agentless Approach	Yes	Armis Platform default capability
6.1.3	Discovery of Multiple Endpoint Types	Yes	Armis Platform default capability
6.1.4	Cloud Management	Yes	Armis Platform default capability
6.1.5	Remote Management	Yes	Armis Platform default capability
6.1.6	Data Security	Yes	Armis Platform default capability
6.1.6.1	Monitoring, reporting, and management of data sharing	Yes	Armis Platform default capability

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#	Requirement	Included in Proposal?	Notes
6.1.6.2	Controls that extend data and transaction security	Yes	Armis Platform default capability
6.1.7	Compliance and Third-Party Certification	Yes	Armis Platform default capability
6.1.8	Security Features	Yes	Armis Platform default capability
6.1.9	Reporting and Analytics	Yes	Armis Platform default capability
6.1.10	Integration with Other Tools	Yes	Armis Platform default capability
6.1.11	Scalability	Yes	Armis Platform default capability
6.1.12	Network	Yes	Armis Platform default capability
6.1.13	Ease of Use	Yes	Armis Platform default capability
6.1.14	Configuration Tools and Customization	Yes	Armis Platform default capability
6.1.15	Data Migration Services	Yes, if needed	Armis Customer Success Team capability
6.1.16	Disaster Recovery Services	Yes	Armis Platform default capability
6.1.17	Role-Based Access	Yes	Armis Platform default capability
6.1.18	Data Export	Yes	Armis Platform default capability
6.1.19	Integration	Yes	Armis Platform default capability
6.1.19.1	Existing Security Tools	Yes	Armis Platform default capability
6.1.19.2	Data Integration	Yes	Armis Platform default capability
6.1.19.3	Integration with IAM Systems	Yes	Armis Platform default capability
6.1.19.4	Integration with CSOC	Yes	Armis Platform default capability – requires Customer permission and CSOC cooperation
6.1.19.5	Integration Maintenance	Yes	Armis Platform default capability
6.1.20	Performance and Availability	Yes	Armis Platform default capability
6.1.20.1	Performance and Availability Objectives	Yes	Armis Platform default capability
6.1.20.2	Financial Consequences	Yes	Armis Platform default capability
6.2.1	Consulting	Yes	Armis Customer Success Team capability
6.2.2	SLA for Training	Yes	Training is self-service, the individual end-user is responsible to schedule and take training
6.2.2.1	Initial and Ongoing Training	Yes	Armis Platform default capability
6.2.2.2	Financial Consequences	Yes	The Armis training deliverable, due to the nature of our online and public self-training offerings, is the end-user's responsibility to schedule and take training.
6.2.3	SLA for Support Services	Yes	Armis Platform default capability
6.2.3.1	Financial Consequences	Yes	Armis Premium Support Plan defined

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#	Requirement	Included in Proposal?	Notes
6.3.1	Kick-off Meeting	Yes	Armis Customer Success Team capability
6.3.2	Kick-off Meeting with Multiple Customers	Yes	Armis Customer Success Team capability
6.3.3	Demonstration during Kick-off	Yes	Armis Platform default capability
6.4.1	List of Implementation Tasks	Yes	Armis Customer Success Team capability
6.4.2	Identify Responsible Entity for Task	Yes	Armis Customer Success Team capability
6.4.3	Dates for Task Completion Defined	Yes	Armis Customer Success Team Capability
6.4.4	Method of Training and Dates	Yes	Armis Customer Success Team capability
6.4.5	Implementation Support	Yes	Armis Customer Success Team capability
6.4.6	Provide Contact Assigned	Yes	Armis Customer Success Team capability
6.4.7	Communication and Frequency for Status Updates of Implementation	Yes	Armis Customer Success Team capability
6.5.1	QBRs	Yes	Armis Customer Success Team capability
6.5.2	Monthly Implementation Reports	Yes	Armis Customer Success Team capability
6.5.3	Monthly Training Reports	Yes	Armis Customer Success Team capability
6.5.4	Monthly Service Reports	Yes	Armis Customer Success Team capability
6.5.5	Ad hoc Reports as Requested	Yes	Armis Customer Success Team capability
6.6.1	Manage, Detect and Response Option	Yes	Armis Managed Threat Service capability
6.6.1.1	SLA for MDR	Yes	Armis Managed Threat Service capability
6.6.1.2	Financial Consequences	Yes	Armis Managed Threat Service capability
6.6.2	Future Integrations	Yes	Armis Platform default capability
6.6.2.1	SLA for Future Integrations	Yes	As feasible with possible addendum
6.6.2.2	Financial Consequences	Yes	As defined in agreed upon Statement of Work

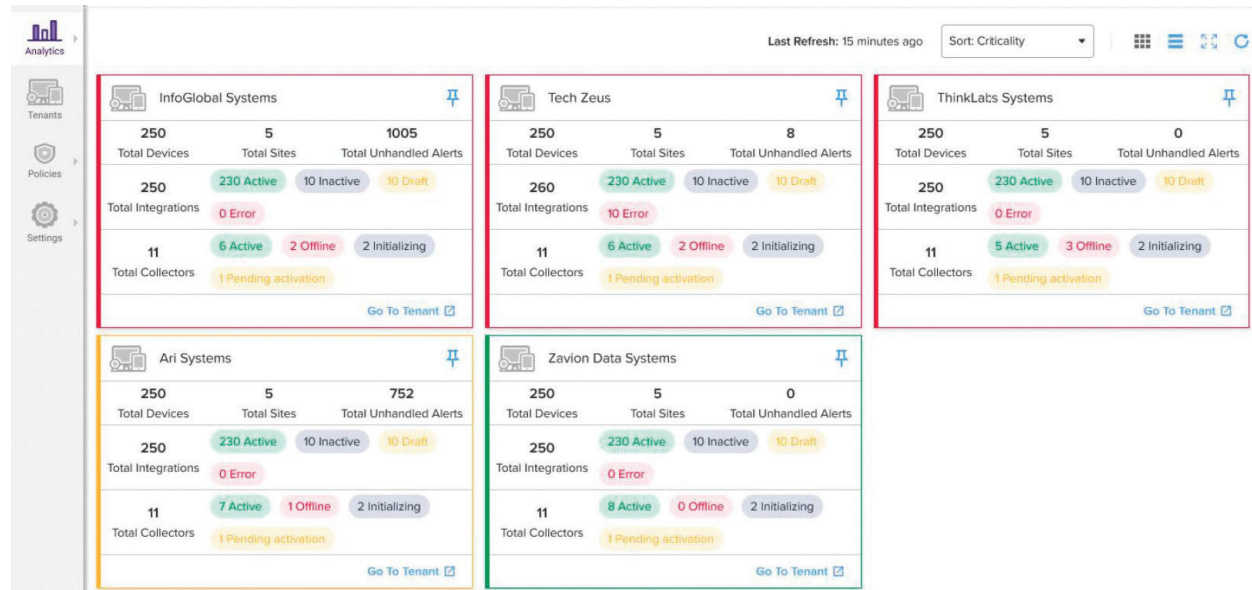
6.1 Software Solution/Specifications

The Solution shall enable the process of cataloging each device on a network, without the use or installation of an agent or software onto each individual device. The Solution shall provide for agentless asset identification whereby the packet and communications of a device is analyzed. The Solution shall inspect communication flows, and the application packets themselves to determine make, model, software load, and even serial numbers, all without installation of an agent. The Solution shall provide for additional enrichment of this data, and further classification by machine learning and compared to a catalog of millions of devices allows for accurate device identification and classification.

6.1.1 Multi-Tenancy Support

The Solution shall be designed to support multiple tenants, allowing the end user to manage devices and policies across different organizations or customer groups. This should include role-based access control to ensure that each tenant can only view and manage their own devices.

The Armis Multi-Tenant Portal provides the ability to monitor and manage multiple Armis customer tenants.



The Multi-Tenant Portal provides role-based access control to various data categories and sites across multiple Armis customer instances - which can provide a granular and flexible approach to monitoring and managing multiple Armis cloud tenants.

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Instance Name	Devices	Sites	Active Policies	Alerts	Integrations				
					Active	Inactive	Draft	Errors	Active
InfoGlobal Systems	250	5	23	752	120	30	20	5	5
InfoGlobal Systems	125	3	23	1032	512	30	20	12	5
Crest Data Systems	352	6	23	1350	879	30	20	11	5
Avion Systems	237	1	23	1750	123	30	20	5	5
Tacnoamaro Systems	139	5	23	265	156	30	20	5	5

The Armis Multi-Tenant Portal will allow FL[DS] to build queries and reports across multiple customer sites and present them in a unified fashion. Alternatively, Armis provides a very flexible API that can be used in conjunction with other software to enable custom reporting capabilities across multiple customer instances

6.1.2 Agentless Approach

The Solution shall provide the ability to discover and query endpoints without requiring the installation of agents on each device. This can simplify deployment and reduce the impact on device performance and security. This also allows for discovery of a broad range of assets and vulnerabilities.

Armis is Agentless and Passive - Armis does not require agents, which makes Armis easy and safe to deploy.

It also means that Armis works with all types of devices, even those that can't accommodate agents or are too sensitive to be scanned. Armis has no impact on network performance, other devices, or your users. Our unique out-of-band sensing technology discovers and analyzes all managed, unmanaged, loMT, OT, and IoT devices—from traditional devices like laptops, switches and smartphones to new unmanaged smart devices like smart TVs, webcams, printers, HVAC systems, industrial robots, medical devices and more.

The Armis Platform accomplishes this by ingesting a number of network feeds including traffic from SPAN / TAP, read-only SNMP, and read-only WLC access to do its discovery. It does not sit in line of traffic and so does not slow real-time production traffic in any way. Armis does not introduce latencies or otherwise have any effect on production traffic. Rather it simply takes a copy of the traffic via SPAN.

Armis has a very flexible deployment model. We absolutely welcome a deeper network architecture discussion and can determine a specific, tailored approach for your organization to maximize efficiency.

6.1.3 Discovery for Multiple Endpoint Types

The Solution shall discover a wide range of endpoints, including desktops, laptops, servers, mobile devices, and IoT devices.

A unique differentiator of Armis is the ability to discover and analyze all managed, unmanaged, IoT, loMT, and OT devices — from traditional devices like laptops and smartphones to new unmanaged smart devices like smart TVs, IP cameras, printers, HVAC systems, industrial robots, medical devices and more.

Armis is the only platform that has deep expertise in all of these areas when compared to niche point solutions that focus only on a small subset of device types. Armis has specialized teams dedicated to researching OT devices, another team responsible for enterprise and IoT devices, and another team dedicated to medical devices. Each team is constantly developing profilers, researching vulnerabilities and developing additional features for each segment. To the client, however, it is a single platform which benefits from all the development efforts that go into each segment and is completely seamless for our clients.

6.1.4 Cloud Management

The Solution shall be provided as software as a service via cloud-hosted infrastructure to keep current with the latest releases of management server and endpoint agent software. This allows capacity extensibility in the cloud with minimal impact on agent or management infrastructure.

Armis is a cloud-based SaaS solution. All software patching, updates, etc are performed by Armis operations team with no interaction required by the customer. Armis Collectors support the use of proxies to connect to the Armis cloud platform and will be updated by Armis as part of the normal maintenance of the service, with no interruptions to the customer.

6.1.5 Remote Management

The Solution shall provide the ability to identify all networked devices and enforce policies remotely, without the need for direct physical access. This may include tasks such as software installation, patching, and configuration management.

Armis can integrate with a variety of third-party solutions to trigger actions based on policy violations or a decision made by an operator. Typically, these integrations include enforcement solutions (such as NAC, microsegmentation, firewall, WLC) and workflow solutions (like SOAR, SIEM, ITSM) among others.

Armis continually works to improve the Platform, especially to improve and add to our integrations. We work closely with our customers to determine what integrations we are working on.

6.1.6 Data Security

6.1.6.1 The Solution shall enable monitoring, reporting, and management of data sharing, as well as encryption and security for data at rest and in motion.

The Armis platform includes an Audit Log of activity. All data sharing performed by the Armis platform can be monitored, managed, and used as the basis of reporting. All data is stored in the Amazon AWS cloud environment. All data at rest and in transit use a hardened set of cipher suites and 2048-bit SHA256 or higher certificates for encryption and authentication.

6.1.6.2 The Solution shall offer configurable controls that extend data and transaction security and compliance to third-party platforms or hosting providers the solution uses. Documents security policies, audits, attestations, or evaluations for compliance needs.

Armis supports configurable encryption through all integrations wherever the third-party vendor also supports encryption. Configurations, including integrations, default to secure protocols and standards with support for less secure standards in rare cases where backwards compatibility is required. In those cases, customers can elect to use higher security protocols like LDAP/Secure in lieu of legacy LDAP.

6.1.7 Compliance and Third-Party Certification

The Solution shall comply with relevant state and federal laws and standards such as the Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, General Data Protection Regulation, and third-party certifications such as SOC 2 and ISO 27001. The Department, Purchaser, or Customer may require awarded Vendors(s) to execute security agreements, including but not limited to, Criminal Justice Information System (CJIS) riders or Business Associate Agreements as a condition of performance or purchase order issuance.

Armis is compliant with the Freedom of Information and Protection of Privacy Act - Armis does not store any personal information, PHI, or other type of traffic that would otherwise violate HIPAA, PCI, GLBA, etcetera.

The company and the product is compliant with ISO 27001-2022, ISO 27018, SOC 2, UK Cyber Essentials, FedRAMP Moderate, DISA Impact Level 4*, TxRAMP, CJIS and CSA STAR Level 1.

In terms of internal security governance, formal risk assessment processes have been embedded in our release management process. Our code and product environments are assessed weekly, and findings brought forward for remediation as part of the monthly release process. Exposure and risk levels are presented to executive leadership every two weeks.

Armis employees handling personal data or systems storing and/or processing them are instructed and bound to abide by all relevant laws and contracts (e.g., General Data Protection).

6.1.8 Security Features

The Solution shall provide the ability to work in conjunction with robust security features to protect against threats like malware, data breaches, and unauthorized access. This shall include, but not be limited to, endpoint protection, firewalls, and encryption.

The Armis platform integrates with a wide variety of 3rd party security and management systems. The specific functionality of each integration varies, but in general the integrations are designed to:

- Feed information from Armis into the 3rd party system to allow it to make better decisions about things such as network access, network allocation, etc.
- Trigger actions on the 3rd party systems such as to perform a scan, open a ticket, adjust network permissions, block a device, etc. that operationalize workflows.
- Enrich asset intelligence collected by Armis.

Through this integrated applications model, Armis not only provides a more context driven approach but also brings increased return on investment for existing technologies.

6.1.9 Reporting and Analytics

The Solution shall provide detailed reporting and analytics to help monitor device health, track compliance with policies, and identify potential issues or risks. The selected Solution shall have the capacity to provide ad-hoc reports to Purchasers and Customers.

All data captured, processed or deduced in Armis are available for reports. Every report is wholly customizable based on data rendered, type of report, how that report is summarized, and more. You can always create new, customized reports through the Armis console. Additionally, Armis has an API which can be leveraged to pull reporting data for enrichment of external data systems (SIEM, ITAM, CMDB,

Network Scanners). We can also push reporting data to external security or asset systems via API, email, or Syslog.

All reports can be generated manually or scheduled for email delivery, daily, weekly or monthly. Your Armis technical team can help you to build reports relevant to your needs upon request.

6.1.10 Integration with Other Tools

The Solution shall support dynamic policy and contextual access and other novel authentication methods.

Armis supports a variety of authentication technologies in order to address various methods of admin access; including Okta for 2FA authentication and authorization into the Armis console.

Armis provides robust RBAC capabilities including administrative versus read only permissions, limiting users scope of visibility or access to specific sensors(sites), policy controls, reporting, and alert capabilities.

The RBAC functionality supports various roles with various levels of access, as well as the ability to create custom roles.

Application integrations support various authentication methods as required per technology type. These range from API based OATH connections to Secure LDAP connections supporting a diverse and secure technology stack.

6.1.11 Scalability

The Solution shall provide the ability to scale to meet the needs of the organization as it grows, without diminishing the ability to adequately manage growing numbers of endpoints.

Armis' cloud first approach provides for automated and dynamic resource scaling to customer tenants. The Armis on premise sensor (Collector) relies on passively viewing network traffic using SPAN or similar technology with no impact to the existing network infrastructure. With no limit to the number of Collectors a customer can have, the Armis Platform is able to scale horizontally as visibility requirements change.

6.1.12 Network

The Solution shall leverage network technologies like software-defined wide area networks and over-the-top monitoring to ensure the optimal performance of the Solution.

The Armis architecture is passive to the existing infrastructure, providing a dynamic and non-invasive solution. Armis easily deploys using the customer's existing network infrastructure model. For packet analysis, Armis supports mirroring, SPAN, monitor sessions, network taps, and similar network packet duplication standards. This model decouples our solution from any specific technology or architecture providing a vendor and architecture agnostic path.

6.1.13 Ease of Use

The Solution shall be easy to use and configure, with an intuitive graphical user interface and clear documentation and support resources which instruct on use of the Solution.

The Armis console is fully customizable to fit the needs of users and can be further customized to create user experiences based on employee roles and responsibilities. The cost of such customization is wrapped

into the subscription license. All customization can be executed by an Armis solutions architect, in conjunction with the customer's team.

The Armis Customer Success team is tasked with making sure any and all members of your team have access to all Armis training resources.

Training on the Armis platform is available both as self-paced modules as well as online instructor-led courses that are delivered virtually. We also have the Armis Customer University where these materials are available. Armis Customer University access is provided at no additional expense to the purchaser or customer.

6.1.14 Configuration Tools and Customization

The Solution shall allow configuration of the standard offering with custom user interfaces, data tables, process components, and business logic.

The Armis console is fully customizable to fit the needs of users and can be further customized to create user experiences based on employee roles and responsibilities. This includes views, reports, workflows, and policies. The cost of such customization is wrapped into the subscription license. All customization can be executed by an Armis solutions architect, in conjunction with the customer's team.

6.1.15 Data Migration Services

The Solution shall provide data migration services to ensure a smooth transition of data from a Customer or Purchaser's current system to the Contractor's Solution.

The Armis Platform supports data ingestion from dozens of solutions that Customers may already have. A "migration" of data denotes a one-time movement of information from one system to another. Armis rapidly builds a continuous, real-time view of the Customer's assets – for the vast majority of customers, this is faster, easier and far more accurate than migrating existing static data. Deployment includes working with customer technical resources to deploy the onsite sensor(s) (the Armis "Collectors"), to activate integrations, and to confirm that all components of the Platform are working correctly.

If a Customer has an existing Asset Intelligence Platform that does not already integrate with Armis, we can work with the Customer to import data from such a platform (if it can be exported).

6.1.16 Disaster Recovery Services

In the event of a disaster or system failure, the Solution shall provide disaster recovery services, including backup and a disaster recovery plan ensuring business continuity.

Armis Business Continuity & Disaster Recovery processes includes the following components:

- Daily backup of all Customer Data: all Customer Data is backed-up daily in our CSP data center, and where available or provided by the CSP, physically located in a different location (availability zone) from where the same Customer Data is originally stored;
- Monitoring process in place to ensure successful ongoing backup;
- Systems capable of restoring customers servers in under 4 hours (RTO) and RPO of 24 hours;
- For Armis' corporate environment: daily backups of all critical servers, a retention policy of backup data for 1 year, performance of periodic restore and backups monitoring, means and processes to enable employees maintain business continuity during a recovery event;

Our documented disaster recovery plan is reviewed and updated at least once per year and validated through formal recovery tests at least once per quarter.

All personnel with a disaster recovery role are provided with a copy of the disaster recovery plan. Recovery playbooks are reviewed at least every six months and the disaster recovery plan as a whole is tested every six months.

In the rare case of a hardware failure, a replacement collector will be provisioned and shipped within 48 hours.

6.1.17 Role-Based Access

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

The Armis Platform provides robust, customizable role-based access control and personas.

6.1.18 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.

The Armis Platform has a robust, customizable data export function. Data can be exported based on user-defined filters for assets, services, and issues present. Data can be exported automatically based on user-defined policy, by user-defined reporting, via API, and “on the fly” based on a user’s specific query.

6.1.19 Integration

6.1.19.1 The Solution shall integrate with the Department’s existing security tools such as firewalls, endpoint management solutions, and security information and event management (SIEM) systems. Each Customer shall determine if the Solution is able to integrate with their security tools. The Contractor shall take any steps necessary to support Customer integration.

The Armis Platform integrates quickly and easily with firewalls, endpoint management solutions, security information and event management (SIEM) systems, and more.

Armis does not charge for integrations made available as part of the ongoing enhancement of the Armis Platform, on a when and if generally available basis in accordance with the Armis standard roadmap. Integrations requested outside of this cadence will be considered by Armis if deemed technically feasible, along with the availability of technical resources to complete such integration. The hourly billing rate for such personnel will be \$350 per hour.

Armis has several dozen pre-built integrations available, including:

- ServiceNow
- Tanium
- SentinelOne
- Microsoft Defender ATP
- Carbon Black
- CrowdStrike
- Splunk
- ReliaQuest GreyMatter (in progress, ReliaQuest is working to complete the integration)
- And many more! (<https://www.armis.com/integrations-adapters/>)

6.1.19.2 The Solution shall be capable of data integration through common exchange techniques and frameworks such as RESTful APIs.

In addition to many pre-built integrations with third party solutions, the Armis Platform has a robust, well-documented RESTful API.

6.1.19.3 The Solution shall be capable of integrating with a variety of identity and access management (IAM) systems to meet Customer current and future needs.

The Armis Platform integrates with a variety of identity and access management (IAM) systems, including:

- On-premise Active Directory
- Azure Active Directory
- Okta
- Duo

6.1.19.4 Initial integration shall include connecting a Customer, upon request, to the State Cybersecurity Operations Center (CSOC) and validating with FL[DS] that all Solution data is properly integrated.

Upon request, the Armis Customer Success team will help each individual customer connect to the State CSOC, and will validate with FL[DS] that this has been accomplished correctly.

FL[DS] will have access to the Customer's Armis tenant via the Multi-Tenant Portal.

6.1.19.5 Integration maintenance may be required after initial integration to ensure that the Solution properly exchanges data between a Customer and the CSOC. The Contractor shall address any concerns that FL[DS] has regarding integration issues.

Armis will address any concerns that FL[DS] has regarding integration issues related to data exchange between the customer and the CSOC.

6.1.20 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.

6.1.20.1 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.

The Armis Platform is passive, and its availability does not impact customer infrastructure as the on-premise sensors ("Collectors") are always out of path of Customer network traffic. Armis downtime does not impact customer network traffic, endpoints, applications, or other security systems.

6.1.20.2 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.

Armis will provide Service Credits in the amount of \$30 per hour of unplanned downtime, however this will be provided on a per hour basis across all Customers experiencing unplanned downtime, not on a per hour per Customer basis.

In order to receive any of the Service Credits described above, the Customer must (i) notify Armis' technical support team within thirty (30) days from the time on which the Customer becomes eligible to receive Service Credits; and (ii) submit Armis' technical support team all information necessary for Armis to validate the Customer's claim, including but not limited to: (a) a detailed description of the Downtime Incident; (b) information regarding the time and duration of the Downtime Incident. Failure to comply with these requirements will forfeit such Customer's right to receive Service Credits. In addition, the Customer must be in compliance with the Agreement in order to be eligible for a Service Credit.

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 the Department, Purchaser, and Customer to ensure all Parties have all information necessary for decision-making.

Armis will consult with the Department, Purchaser, and Customer to provide training, support, and implementation guidance for the Armis Solution. This includes but is not limited to the Armis Customer University, Armis Support Portal, Armis deployment trackers, and scheduled meetings with Armis Post Sales in order to provide relevant information for decisions.

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 (e.g., in-person, live webinar, online course), specific training suggested for each user roles.

All customers are provided with unlimited access to all on-demand and public virtual instructor-led training in Armis Customer University. All training is user/admin oriented.

On-demand training includes:

- Armis Foundations On-demand - a three module course that provides foundational information about How Armis Works, Data Sources and Integrations, and a Console Demo
- Armis Console Essentials - an eleven-module course that shows how to use the different functions of the Armis Console
- More on-demand content is currently in development

Public classes are provided on a regular bi-weekly schedule for the following courses:

- Armis Essentials - Four 1-1.5-hour courses providing detailed instruction on the usage of the Armis Platform
 - Armis Foundations
 - Reports, and Intro to ASQ
 - Devices

- Activities, Policies, and Alerts
- Armis Query Building and Policies - a three-hour course providing instruction about the Armis Standard Query, the Query Builder and Policies

6.2.2.1 The training SLA must specify what is included within the Initial Training (included in Item No. 1 on Attachment A, Price Sheet) provided and Ongoing Training (including scope and frequency) provided (included in Item No. 2 on Attachment A, Price Sheet).

Armis provides console admin and console user training material at no additional cost per seat. On-demand training is available to any Armis customer at a time of their convenience, and public instructor-led classes are primarily offered during the business day within the Eastern Time Zone.

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.

Financial consequences shall be assessed in the amount of \$30 per calendar day, beginning on the first calendar day after the unavailability of Armis University online portal.

The Armis training deliverable, due to the nature of our online and public self-training offerings, is the end-user's responsibility to schedule and take training.

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.

See Appendix A for a table outlining the Armis Premium Support SLAs.

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.

Financial Consequences shall be assessed against the Contractor in the amount of \$30 for per calendar day, beginning on the first calendar date after the initial response period (based on defined severity) has been exceeded.

In order for the service level objective to be achieved, the requestor is required to contact Armis support via a phone call in addition to any other communication methods used to submit the issue to the Armis support team.

6.3 Kickoff Meeting

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

Armis will perform a kickoff meeting with the purchaser to review deployment, training, and support expectations, as well as the overall project scope.

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. The kickoff meeting shall be held in accordance with the deliverables herein.

Armis will conduct kickoff calls with the FL[DS] Project Team and the Customer at a mutually agreed upon time. Armis will batch customers by deployment size and provide group kickoff meetings for multiple customers per meeting. Deliverables and next steps will be included in these meetings.

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

Armis will provide a recorded product demonstration that should be viewed by a resource at each customer prior to kickoff call.

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.

Please refer to Section: Draft Implementation Plan which includes attached documents for FLDS Grant Deployment Outline and project trackers for Small, Medium, and Large deployments for a sample list of tasks required to complete initial integration.

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

Please refer to Section: Draft Implementation Plan for attached project trackers for Small, Medium, and Large deployments for a sample list of tasks required to complete initial integration. The 'Assigned To' column specifies if it is an Armis task or Customer Task.

6.4.3 Date 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.

Please refer to Section: Draft Implementation Plan for the sample Small, Medium, and Large Progress trackers assume a kickoff call date of June 5, 2023, and will need to be adjusted on a rolling basis depending on individual start dates.

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

As described in 6.2.2 customers will have access to training through the Armis customer University. For a user of the Armis platform, they need to complete the 'Armis Foundations' course. For an administrator of the Armis console, they'll need to complete either the self paced or instructor led versions of the following courses: 1) Armis Foundations 2) Dashboards, ASQ Intro & Reports 3) Activities, Policies, & Alerts 4) Devices 5) Query Builder & Policies. Dates are added frequently, and self-paced is available at the customer's discretion.

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

Armis will provide customer success managers to oversee the portfolio of customer deployments. The Purchaser will have a customer success manager assigned to them to perform QBRs and provide monthly reports as agreed upon in 6.5. Armis will also provide other post sales resources from training, support, and technical account management as necessary.

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.

Chris Phillips, VP of Customer Success
chris.phillips@armis.com 941-592-6763

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.

As part of the quarterly Purchaser QBR, Armis will provide the status of the Customer deployments. Individual Customers will receive progress reports on their individual progress as necessary or by request to their Armis resource.

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.

Armis will provide a QBR each quarter to report on performance and metrics against the determined SLAs.

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.

Armis will provide the requested reports on a monthly basis to the Purchaser.

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.

Armis will provide the requested reports on a monthly basis to the Purchaser.

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.

Armis will provide the requested reports on a monthly basis to the Purchaser.

6.5.5 Ad hoc reports as requested by the Purchaser.

Armis will provide best effort towards providing the requested ad hoc reports as needed 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.

Armis Managed Threat Service Foundation Options:

Option 1:

- Quarterly based foundational elements of Armis Managed Threat Services for any size of customer. Key features include quarterly policy tuning for 40 agencies with recommendations, scoped quarterly threat hunting, MTS dashboards and quarterly insights with recommendations. Customer defines the 40 agencies for scope. Limited to 10 hours per quarter per entity.
- Bi-annual based foundational elements of Armis Managed Threat Services for any size of customer. Key features include twice yearly policy tuning for 47 agencies with recommendations, scoped twice yearly threat hunting, MTS dashboards and twice-yearly insights with recommendations.

Option 2:

- Monthly based foundational elements of Armis Managed Threat Services for any size of customer. Key features include monthly policy tuning for 16 agencies with recommendations, scoped monthly threat hunting, MTS dashboards and monthly insights with recommendations. Customer defines the 16 agencies for scope.
- Bi-annual based foundational elements of Armis Managed Threat Services for any size of customer. Key features include twice yearly policy tuning for 71 agencies with recommendations, scoped twice yearly threat hunting, MTS dashboards and twice-yearly insights with recommendations.

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.

Deliverable	Time Frame	Proposed Financial Consequences
The Contractor shall submit a monthly report for the MTS Foundations Service to each of the individual customer entities.	The MTS service shall submit a report to the central entity for distribution, based on customer identified priority, prior to the 10th day of the month.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after the reporting due date and until a report is received with a limit of \$3000/per calendar month for all entities combined. Note: Each entity must undergo a ramp period of 60 calendar days once Armis MTS receives confirmation that

		a customer has achieved readiness for service commencement.
The Contractor shall submit critical findings immediately upon discovery to each of the individual customer entities.	The MTS service must promptly deliver all critical threat findings identified through manual threat hunting within 2 business days.	Financial consequences shall be assessed in the amount of \$1000 per calendar day beyond 1 business day after the Armis MTS team has performed an internal investigation and validated a true positive, with a limit of \$10000/per calendar month for all entities combined.

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 The vendor shall 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.

Armis does not charge for integrations made available as part of the ongoing enhancement of the Armis Platform, on a when and if generally available basis in accordance with the Armis standard roadmap. Integrations requested outside of this cadence will be considered by Armis if deemed technically feasible, along with the availability of technical resources to complete such integration. The hourly billing rate for such personnel will be \$350 per hour.

Armis has several dozen integrations currently. Existing integrations include:

- ServiceNow
- Tanium
- SentinelOne
- Microsoft Defender ATP
- Carbon Black
- Crowdstrike
- Splunk
- ReliaQuest GreyMatter (in progress, ReliaQuest is working to complete the integration)
- Additional available integrations detailed per this link: <https://www.armis.com/integrations-adapters/>

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.

Armis Custom Adapters Development

Description:

Some customer environments contain data sources which are unique in nature or require specific adaptation to connect with the Armis Application Programming Interface (API). After the initial deployment

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and based on specific use-cases and data types, Armis Field developers can assist in providing ad-hoc scripts to automate import/export tasks in the customer environment (limitations apply).

Deliverables:

- Requirements gathering for adapter functionality
- Development of python scripts to support
- Packaging of script, with instructions for execution

Armis Responsibilities:

- Conduct requirements gathering for adapter functionality
- Approval for customer adapter to be developed
- Scheduling and management of development efforts
- Testing of scripts to meet customer requirements

Customer Responsibilities:

- Provide input into requirements for the custom adapter
- Support with testing of the custom adapter as required
- Full ownership and maintenance of the script post-delivery from Armis

Terms and Conditions:

- Armis reserves the right to determine whether a request for a Custom Adapter will be accepted or not, with evaluation of the wider Product development activities taking place by Armis
- Armis will not provide ongoing support and maintenance to the script once this has been accepted by the customer. Any changes to the script will have to be managed as a new request from the customer

Note: If the Purchaser requires a specific integration or enhancement in a specific timeframe, Armis will provide a separate Statement of Work with additional costs for the Purchaser to approve.

Draft Service Level Agreement (Solution Performance and Availability)

a. A draft SLA for Solution performance and availability which adheres to all provisions of this RFQ.

Deliverable	Time Frame	Proposed Financial Consequences
Armis has average of less than 1 hour of unscheduled downtime per month.	Monthly basis	<p>Armis will provide Service Credits in the amount of \$30 per hour of unplanned downtime, however this will be provided on a per hour basis across all Customers experiencing unplanned downtime, not on a per hour per Customer basis.</p> <p>In order to receive any of the Service Credits described above, the Customer must (i) notify Armis' technical support team within thirty (30) days from the time on which the Customer becomes eligible to receive Service</p>

		<p>Credits; and (ii) submit Armis' technical support team all information necessary for Armis to validate the Customer's claim, including but not limited to: (a) a detailed description of the Downtime Incident; (b) information regarding the time and duration of the Downtime Incident. Failure to comply with these requirements will forfeit such Customer's right to receive Service Credits. In addition, the Customer must be in compliance with the Agreement in order to be eligible for a Service Credit.</p>
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Draft Service Level Agreement (Training and Support)

- 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).

Deliverable	Time Frame	Proposed Financial Consequences
<p>All customers are provided with unlimited access to all on-demand and public virtual instructor-led training in Armis Customer University. All training is user/admin oriented.</p> <p>On-demand training includes:</p> <ul style="list-style-type: none"> ▪ Armis Foundations On-demand - a three module course that provides foundational information about How Armis Works, Data Sources and Integrations, and a Console Demo ▪ Armis Console Essentials - an eleven-module course that shows how to use the different functions of the Armis Console ▪ More on-demand content is currently in development 	<p>As scheduled</p>	<p>Financial consequences shall be assessed in the amount of \$30 per calendar day, beginning on the first calendar day after the unavailability of Armis University online portal.</p> <p>The Armis training deliverable, due to the nature of our online and public self-training offerings, is the end-user's responsibility to schedule and take training.</p>

<p>Public classes are provided on a regular bi-weekly schedule for the following courses:</p> <ul style="list-style-type: none"> ▪ Armis Essentials - Four 1-1.5-hour courses providing detailed instruction on the usage of the Armis Platform ▪ Armis Query Building and Policies - a three-hour course providing instruction about the Armis Standard Query, the Query Builder and Policies 		
<p>See Appendix A for a table outlining the Armis Premium Support SLAs.</p>	<p>Per annual subscription</p>	<p>Financial Consequences shall be assessed against the Contractor in the amount of \$30 for per calendar day, beginning on the first calendar date after the initial response period (based on defined severity) has been exceeded.</p> <p>In order for the service level objective to be achieved, the requestor is required to contact Armis support via a phone call in addition to any other communication methods used to submit the issue to the Armis support team.</p>

Draft Implementation Plan

c. A draft implementation plan for a Customer which adheres to all provisions of this RFQ.

Please reference the following implementation plan attachments for Small, Medium and Large deployment scenarios:

- Small - Small Deployment - Progress Tracker [FLDS]_v1.pdf
- Medium - Medium Deployment - Progress Tracker [FLDS_v1].pdf
- Large- Large Deployment - Progress Tracker [FLDS].pdf

Draft Service Level Agreement (Manage, Detect, and Respond)

d. A draft MDR SLA, if applicable, per section 6.6.1 with annual pricing.

Deliverable	Time Frame	Proposed Financial Consequences
<p>The Contractor shall submit a monthly report for the MTS Foundations Service to each of the individual customer entities.</p>	<p>The MTS service shall submit a report to the central entity for distribution, based on customer identified</p>	<p>Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after the reporting due date and until a report is received</p>

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	priority, prior to the 10th day of the month.	with a limit of \$3000/per calendar month for all entities combined. Note: Each entity must undergo a ramp period of 60 calendar days once Armis MTS receives confirmation that a customer has achieved readiness for service commencement.
The Contractor shall submit critical findings immediately upon discovery to each of the individual customer entities.	The MTS service must promptly deliver all critical threat findings identified through manual threat hunting within 2 business days.	Financial consequences shall be assessed in the amount of \$1000 per calendar day beyond 1 business day after the Armis MTS team has performed an internal investigation and validated a true positive, with a limit of \$10000/per calendar month for all entities combined.

Draft Service Level Agreement (Future Integrations)

e. A draft SLA for future integrations, if applicable, per section 6.6.2 with pricing.

Deliverable	Time Frame	Proposed Financial Consequences
Future integrations which include services and solutions that augment, enhance, or expand the Solution in a meaningful way.	As available. If 60% or more of the our customers request a specific integration or enhancement to an integration, and such integration or enhancement is feasible in Armis' sole judgment, Armis will work to develop such integration or enhancement in a reasonable timeframe based on the product release cycle.	Armis does not charge for integrations made available as part of the ongoing enhancement of the Armis Platform, on a when and if generally available basis in accordance with the Armis standard roadmap.
If the Purchaser requires a specific integration or enhancement in a specific timeframe, Armis will provide a separate Statement of Work defining the use case and deliverables.	As agreed upon	Integrations requested outside of the standard integration cadence will be considered by Armis if deemed technically feasible, along with the availability of technical resources to complete such integration. The hourly billing rate for such personnel will be \$350 per hour.

Draft Disaster Recovery Plan

f. A draft disaster recovery plan per section 32.5.

The Armis solution has been architected and established in a high availability state. Backup instances for all production customer instances and underlying software components have been established within our IaaS landscape.

Backup instances are instantiated and maintained in a completely separate region/zone within the same country as each customer's primary instance, so as to avoid both the primary and secondary instances from being impacted by the same localized disaster.

Recovery from or failover to a backup instance is handled entirely through automation and orchestration scripts, based on human-established and well tested recovery playbooks. This allows for recovery to be initiated and executed rapidly and as error handling has been built into each automated workflow, most issues that could be encountered are automatically and rapidly remediated, avoiding production impacts.

Any issues that cannot be automatically resolved are automatically brought to the attention of our DevOps function through critical alerting capabilities.

Recovery scripts are tested by our QA function at least twice annually in order to ensure that a function outside of that which built and designed the scripts can certify their effectiveness.

In cases where recovery will be most expedited through the recovery of a specific component within our product landscape, assets are automatically eliminated, rebuilt, and data recovered through our automated CI/CD pipeline.

Armis' backup and recovery capabilities have been established in accordance and validated to achieve the following Recovery Time and Point Objectives through regular thorough testing efforts.

Offering	RTO	RPO
Armis Console	2 Hours	30 minutes
Armis APIs	2 Hours	30 minutes
Armis University	4 Hours	2 Hours

2) RELEVANT EXPERIENCE

2) Documentation describing any experience providing the Solution, or similar Solution, on a statewide basis or across a large geographic region.

Customer Profile - Henry County Georgia

Industry - Public Administration

IT Environment - 1,800 Employees and 250,000 residents

Full Case Study - <https://media.armis.com/pdfs/cs-henry-county-ga-en.pdf>

[Video Testimonial Link](#)

Customer Profile - Colgate-Palmolive

Industry - Consumer packaged goods

IT environment - 60 locations in the U.S. and 280 locations in more than 70 countries

Full case study - <https://www.armis.com/wp-content/uploads/2022/04/Armis-Colgate-Palmolive-Case-Study-Letter-English.pdf>

Customer Profile - Equipment Manufacturer

Industry - Industrial manufacturing

IT environment - Over 10,000 employees worldwide and thousands of devices on IT and OT network

Full case study - <https://www.armis.com/wp-content/uploads/2023/02/cs-global-industrial-equipment-manufacturer-en.pdf>

Customer Profile - Global Financial Services Organization

Industry - Financial services

IT environment - Over 5,000 employees worldwide and thousands of devices

Full case study - [Global Financial Services Organization](#)

Customer Profile - Global semiconductor leader in power and sensing solutions for motion control and energy efficient systems

Industry - Technology

IT environment - More than 4,000 employees worldwide, with many managed and unmanaged BYOD assets across its global locations

Full case study - https://www.armis.com/wp-content/uploads/2022/02/Armis_CS_Allegro-Microsystems-.pdf

3) IMPLEMENTATION CAPABILITIES

3) Documentation describing the vendor's capacity and ability to implement the Solution on a statewide basis.

The teaming of Armis with Carahsoft provides the strength and agility to deliver within FLDS's schedule and timelines. Both Carahsoft and Armis have extensive experience with large enterprise clients throughout the US Govt and Public Sector.

Using the same technology and approach as outlined in this response, Armis has successfully deployed the Armis platform for state and local public entities of all sizes, including state agencies, large counties, cities, airports, ports, K-12 schools, and universities.

Armis has also partnered with some of the largest enterprises in the world (including 40+ Fortune 100 companies) - delivering deployments across North America and worldwide. For example, we have successfully deployed over 2000 collectors across 500+ locations in North America for one large commercial client. We leverage a Customer Success enablement team who partner with our customers to manage the delivery process, as described in the sample Implementation Plan provided above.

Armis Customer Success

As an Armis customer, the purchaser and the customer(s) will have access to a variety of resources from the Armis Customer Success Team.

As part of this deal, Armis is prioritizing team expansion within the Southeastern US, specifically the State of Florida and will make best efforts to have the team be primarily located in the US Eastern time zone. Armis will also offer a resource local to the Tallahassee area for frequent collaboration.

The **Resident Engineer (REs) and/or Technical Account Managers (TAMs)** operate in complex environments to successfully deploy, operate and maintain the Armis platform by providing knowledge and hands-on capabilities of both the Armis platform and relevant customer technologies (networking, security, and other relevant domains).

Customer Success Managers (CSMs) bring combined consultative, project management and technical skills to drive Armis usage and outcomes.

The **Armis Support Team** provides access to technical support 24x7x365 via the following channels: The Armis Support Portal (support.armis.com), Email, Telephone in accordance with agreed upon SLAs.

4) DEVIATIONS

4) Document any substantial deviations within Vendor's Solution from the Scope of Work.

- For collector deployment issues where the customer lacks a technical resource with the ability to deploy a physical collector the Armis team will make resources available to assist in step by step deployment of the physical equipment.
- Risk Factor - Natural disaster that could lead to changes in operations or information systems. A disaster is defined as any event that renders a business facility inoperable or unusable so that it interferes with the organization's ability to deliver essential business services.

This can include short or long-term disasters or other disruptions such as fires, floods, earthquakes, explosions, terrorism, pandemics, tornadoes, extended power interruptions, hazardous chemical spills, and other natural or man-made disasters.

5) VALUE-ADDED SERVICES

5) Detail regarding any value-added services.

Vulnerability Management

Armis Asset Vulnerability Management (AVM) offers risk-based vulnerability management that enables security teams to quickly identify and remediate those vulnerabilities that are most likely to be exploited and negatively impact the business.

One of the most critical security issues today is the fact that IT and security teams don't know about all of their organization's digital infrastructure and assets, or whether they're vulnerable or not. With most vulnerability scanners missing 40% or more of the managed IT assets in an environment, and not scanning unmanaged assets like IOT devices, organizations are left to deal with an unknown attack surface. This leaves them exposed to a myriad of threats and risks.

Built on the asset discovery capabilities of the Armis Asset Intelligence Platform, Armis AVM has a complete, unified view of every asset in your environment. This includes everything from your enterprise IT and network assets to cloud and IoT devices like smart TVs, IoMT devices, OT devices like HMI panels, SCADA servers, and more.

Armis AVM provides information about vulnerabilities associated with each asset, no matter what the asset type is. If the organization is already using a vulnerability scanner for the IT environment, Armis can integrate with it to gather information for assets already scanned. For assets that are not covered by vulnerability scanners, Armis fills the gap by assessing devices against Armis's asset intelligence knowledgebase. This unique crowd-sourced knowledgebase tracks vulnerabilities for over 2 billion assets around the world. It is continuously updated by Armis's research group with the latest information about vulnerabilities and exploits, ensuring you are always up to date.

Armis AVM also fills in gaps on scanner-identified assets and provides important details for each asset about the asset owner, its location, and more. This ensures that you are fully aware of the organization's attack surface and understand each device and asset that can expose the organization to risk.

Key Benefits:

- Get a complete, accurate view of assets and vulnerabilities in your inventory
- Prioritize remediation efforts based on business risk
- Reduce mean time to remediation
- Gain control over the full vulnerability management lifecycle
- Improve your overall risk posture

Armis continuously monitors and maps out the connections and communications between various assets and services in your environment. This allows Armis to understand the relationships and dependencies on assets in your environment. An asset with many connections and dependencies is more critical to your business, and therefore should be prioritized over a stand-alone asset with no dependencies, even if the vulnerabilities of the stand-alone asset are more severe. (Note that the criticality of an asset can be set manually as well).

Armis AVM calculates a risk score for each asset based on its criticality to the business, the severity of its vulnerabilities, and the exploitability of these vulnerabilities. Unlike vulnerability management solutions that only consider the CVSS score (Common Vulnerability Scoring System), Armis also understands the business criticality of the asset allowing you to focus your efforts where they are needed most.

Armis AVM offers full vulnerability lifecycle management features to continuously improve the security of your environment. Ongoing monitoring, dashboards, and reports help you track vulnerability mitigation efforts over time and demonstrate improvement in the organization's security posture.

Integration with security automation and orchestration solutions enables automated responses to detected vulnerabilities. The response can be as simple as opening a ticket in a ticketing system and alerting the responsible team, quarantining the vulnerable device until it is remediated and verified, or and even full automated remediation or patching of the vulnerable asset.

Armis Resident Engineer

The Armis Resident Engineer is a full-time Armis resource that will be embedded as part of your Armis team. The Armis Resident Engineer works closely with the customer to accelerate the time to value by being a dedicated resource in the planning, deploying, and operationalizing the Armis platform. Once operationalized, our engineer will help with a continuous improvement plan by managing the platform on a daily basis and ensuring that new features are adopted and integrated into your operational plans. They will also ensure that product value is being delivered by managing all reporting, dashboards, policies, and overall configuration of the Armis platform.

- The Armis Engineer is a dedicated resource that operates under the following parameters:
 - Engineers are capped at 40 hours/week and under Armis's standard vacation policy
 - As part of their work, Armis engineers will take part in Armis internal enablement, cadences, and other activities
 - The engineer's working hours are from 8 AM - 6 PM, Monday through Friday
 - The engineer will follow the Armis Holiday Schedule
 - Any working hours that are required that go above 40 hours in a week and/or require working outside of standard working hours require approval from Armis Management
 - Access to and configuration of customer equipment is limited to network devices that are directly connected to Armis and explicitly approved by the customer

Armis Customer Success

As an Armis customer, the purchaser and the customer(s) will have access to a variety of resources from the Armis Customer Success Team.

As part of this deal, Armis is prioritizing team expansion within the Southeastern US, specifically the State of Florida and will make best efforts to have the team be primarily located in the US Eastern time zone. Armis will also offer a resource local to the Tallahassee area for frequent collaboration.

The Resident Engineer (REs) and/or Technical Account Managers (TAMs) operate in complex environments to successfully deploy, operate and maintain the Armis platform by providing knowledge and hands-on capabilities of both the Armis platform and relevant customer technologies (networking, security, and other relevant domains).

Customer Success Managers (CSMs) bring combined consultative, project management and technical skills to drive Armis usage and outcomes.

The Armis Support Team Provide access to technical support 24x7x365 via the following channels: The Armis Support Portal (support.armis.com), Email, Telephone in accordance with agreed upon SLAs.

6) ATTACHMENT A, PRICE SHEET

6) Attachment A, Price Sheet, containing pricing for all items and completed in accordance with the instructions provided in this RFQ.

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

 X 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 network-based asset discovery (Agentless) 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

** Please reference the Waterfall pricing section below

Initial Term Pricing (Years 1-3)

Item No.	Description	Rate Per User (A)
1	<p><u>Initial Software Year</u> One year of network-based asset discovery (agentless) software as described in the RFQ per user. To include:</p> <ul style="list-style-type: none"> ● Implementation ● Initial training ● Initial Integration ● Integration maintenance ● Support services ● *Armis has the right to require a minimum purchase size. The average minimum purchase size is \$50K. 	<p>ARM-P-499: 1-550 FTE Entity ARM-P-2499: 551-2500 FTE Entity ARM-P-4999: 2501-5000 FTE Entity ** Please reference the Waterfall pricing section below</p> <p>Note:</p> <ul style="list-style-type: none"> ● Physical collector, which may be required on a per entity basis, are not included in the above fees and may be purchased separately.

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	Entities with FTEs that net less than the \$50K purchase size will be evaluated on a case-by-case basis.	
2	<p>Subsequent Software Year One year of network-based asset discovery (agentless) software as described in the RFQ per user. To include:</p> <ul style="list-style-type: none"> • Ongoing training • Integration maintenance • Support services • *Armis has the right to require a minimum purchase size. The average minimum purchase size is \$50K. <p>Entities with FTEs that net less than the \$50K purchase size will be evaluated on a case-by-case basis.</p>	<p>ARM-P-499: 1-550 FTE Entity ARM-P-2499: 551-2500 FTE Entity ARM-P-4999: 2501-5000 FTE Entity ** Please reference the Waterfall pricing section below</p> <p>Note:</p> <ul style="list-style-type: none"> • Physical collector, which may be required on a per entity basis, are not included in the above fees and may be purchased separately.

*FTE – Full Time Equivalent (contractors, employees, etc.)

Optional Renewal Term Pricing (Years 4-6)

Item No.	Description	Rate Per User (A)
1	<p>Initial Software Year One year of network-based asset discovery (agentless) software as described in the RFQ per user. To include:</p> <ul style="list-style-type: none"> • Implementation • Initial training • Initial Integration • Integration maintenance • Support services • *Armis has the right to require a minimum purchase size. The average minimum purchase size is \$50K. Entities with FTEs that net less than the \$50K purchase size will be evaluated on a case-by-case basis. 	<p>ARM-P-499: 1-550 FTE Entity ARM-P-2499: 551-2500 FTE Entity ARM-P-4999: 2501-5000 FTE Entity ** Please reference the Waterfall pricing section below</p> <p>Note:</p> <ul style="list-style-type: none"> • Physical collector, which may be required on a per entity basis, are not included in the above fees and may be purchased separately.
2	<p>Subsequent Software Year One year of network-based asset discovery (agentless) software as described in the RFQ per user. To include:</p> <ul style="list-style-type: none"> • Ongoing training • Integration maintenance • Support services • *Armis has the right to require a minimum 	<p>ARM-P-499: 1-550 FTE Entity ARM-P-2499: 551-2500 FTE Entity ARM-P-4999: 2501-5000 FTE Entity ** Please reference the Waterfall pricing section below</p> <p>Note:</p> <ul style="list-style-type: none"> • Physical collector, which may be required on a

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	purchase size. The average minimum purchase size is \$50K. Entities with FTEs that net less than the \$50K purchase size will be evaluated on a case-by-case basis.	per entity basis, are not included in the above fees and may be purchased separately.
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*FTE – Full Time Equivalent (contractors, employees, etc.)

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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) with CSOC integration

ACS SKU Number	ACS SKU Description	Market Price	25,000 - 49,999 FTE	50,000 - 99,999 FTE	100,000 - 149,999 FTE	150,000 - 199,999 FTE	200,000 - 249,999 FTE	250,000 - 299,999 FTE
ARM-P-4999	Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited VIRT	\$90.00	\$62	\$56	\$42	\$37	\$33	\$32
ARM-MICRO-COLLECTOR	Armis Micro Collector. Ultra-small form factor and fanless, capable of 100Mbps traffic ingestion. Suitable for ruggedized environments.	\$2,245.00	\$0*	\$0*	\$0*	\$0*	\$0*	\$0*
ARM-STD-COLLECTOR	Armis Standard Collector. 1U form factor capable of 10 Gbps traffic ingestion. Suitable for data centers.	\$4,365.00	\$0*	\$0*	\$0*	\$0*	\$0*	\$0*
* Collector Allowance included in the Armis Platform FTE Fixed Pricing Option is as follows: a. Small entity (1-550 FTE): Up to 1 standard collectors included b. Medium entity (551-2500): Up to 2 standard c. Large entity (2501-5000 FTE): Up to 4 standard & 6 Micro collectors included								
Optional Armis Product Features and Services								
ARM-MICRO-COLLECTOR	Armis Micro Collector. Ultra-small form factor and fanless, capable of 100Mbps traffic ingestion. Suitable for ruggedized environments.	\$2,245	\$950	\$950	\$950	\$950	\$950	\$950
ARM-STD-COLLECTOR	Armis Standard Collector. 1U form factor capable of 10 Gbps traffic ingestion. Suitable for data centers.	\$4,365	\$2,375	\$2,375	\$2,375	\$2,375	\$2,375	\$2,375
ARM-MTM-CURRCUST-S	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 20,000 Armis Supervised Assets	\$260,000	\$156,800	\$156,800	\$156,800	\$156,800	\$156,800	\$156,800

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ARM-MTM-CURRCUST-M	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 40,000 Armis Supervised Assets	\$480,000	\$372,400	\$372,400	\$372,400	\$372,400	\$372,400	\$372,400	\$372,400
ARM-MTM-CURRCUST-L	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 80,000 Armis Supervised Assets	\$880,000	\$607,600	\$607,600	\$607,600	\$607,600	\$607,600	\$607,600	\$607,600
ARM-MTM-CURRCUST-XL	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 150,000 Armis Supervised Assets	\$1,200,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000
ARM-MTM-CURRCUST-XXL	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 250,000 Armis Supervised Assets	\$1,600,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000
ARMAAS01	ARMIS AS A SERVICE 1 Year (Implementation, Integration, Operationalization, Training)	\$350,000	\$237,500	\$237,500	\$237,500	\$237,500	\$237,500	\$237,500	\$237,500

Item No. 2 - ACS Pricing Breakdown (without implementation) with CSOC integration

ACS SKU Number	ACS SKU Description	Market Price	25,000 - 49,999 FTE	50,000 - 99,999 FTE	100,000 - 149,999 FTE	150,000 - 199,999 FTE	200,000 - 249,999 FTE	250,000 - 299,999 FTE
ARM-P-4999	Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited Virt	\$90.00	\$56	\$50	\$36	\$31	\$27	\$26

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ARM-MICRO-COLLECTOR	Armis Micro Collector. Ultra-small form factor and fanless, capable of 100Mbps traffic ingestion. Suitable for ruggedized environments.	\$2,245	\$0*	\$0*	\$0*	\$0*	\$0*	\$0*	\$0*	\$0*
ARM-STD-COLLECTOR	Armis Standard Collector. 1U form factor capable of 10 Gbps traffic ingestion. Suitable for data centers.	\$4,365	\$0*	\$0*	\$0*	\$0*	\$0*	\$0*	\$0*	\$0*
* Collector Allowance included in the Armis Platform FTE Fixed Pricing Option is as follows: a. Small entity (1-550 FTE): Up to 1 standard collectors included b. Medium entity (551-2500): Up to 2 standard c. Large entity (2501-5000 FTE): Up to 4 standard & 6 Micro collectors included										
Optional Armis Product Features and Services										
ARM-MICRO-COLLECTOR	Armis Micro Collector. Ultra-small form factor and fanless, capable of 100Mbps traffic ingestion. Suitable for ruggedized environments.	\$2,245	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950
ARM-STD-COLLECTOR	Armis Standard Collector. 1U form factor capable of 10 Gbps traffic ingestion. Suitable for data centers.	\$4,365	\$2,375	\$2,375	\$2,375	\$2,375	\$2,375	\$2,375	\$2,375	\$2,375
ARM-MTM-CURRCUST-S	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 20,000 Armis Supervised Assets	\$260,000	\$156,800	\$156,800	\$156,800	\$156,800	\$156,800	\$156,800	\$156,800	\$156,800
ARM-MTM-CURRCUST-M	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 40,000 Armis Supervised Assets	\$480,000	\$372,400	\$372,400	\$372,400	\$372,400	\$372,400	\$372,400	\$372,400	\$372,400
ARM-MTM-CURRCUST-L	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 80,000 Armis Supervised Assets	\$880,000	\$607,600	\$607,600	\$607,600	\$607,600	\$607,600	\$607,600	\$607,600	\$607,600
ARM-MTM-CURRCUST-XL	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 150,000 Armis Supervised Assets	\$1,200,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000

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ARM-MTM-CURRCUST-XXL	Arms Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 250,000 Armis Supervised Assets	\$1,600,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000
ARMAAS01	ARMIS AS A SERVICE 1 Year (Implementation, Integration, Operationalization, Training)	\$350,000	\$237,500	\$237,500	\$237,500	\$237,500	\$237,500	\$237,500	\$237,500

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Item No. 3 - ACS Pricing Breakdown (including implementation) with non-CSOC integration

ACS SKU Number	ACS SKU Description	Market Price	50,000 - 99,999 FTE	100,000 - 149,999 FTE	150,000 - 199,999 FTE	200,000 - 249,999 FTE	250,000 - 299,999 FTE
ARM-P-4999	Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited Virt	\$90.00	\$76	\$62	\$57	\$53	\$52
* Collector Allowance included in the Armis Platform FTE Fixed Pricing Option is as follows: a. Small entity (1-550 FTE): Up to 1 standard collectors included b. Medium entity (551-2500): Up to 2 standard c. Large entity (2501-5000 FTE): Up to 4 standard & 6 Micro collectors included							
Optional Armis Product Features and Services							
ARM-MICRO-COLLECTOR	Armis Micro Collector. Ultra-small form factor and fanless, capable of 100Mbps traffic ingestion. Suitable for ruggedized environments.	\$2,245	\$950	\$950	\$950	\$950	\$950
ARM-STD-COLLECTOR	Armis Standard Collector. 1U form factor capable of 10 Gbps traffic ingestion. Suitable for data centers.	\$4,365	\$2,375	\$2,375	\$2,375	\$2,375	\$2,375
ARM-MTM-CURRCUST-S	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 20,000 Armis Supervised Assets	\$260,000	\$156,800	\$156,800	\$156,800	\$156,800	\$156,800
ARM-MTM-CURRCUST-M	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 40,000 Armis Supervised Assets	\$480,000	\$372,400	\$372,400	\$372,400	\$372,400	\$372,400
ARM-MTM-CURRCUST-L	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 80,000 Armis Supervised	\$880,000	\$607,600	\$607,600	\$607,600	\$607,600	\$607,600

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Item No. 4 - ACS Pricing Breakdown (without implementation) with non-CSOC integration

ACS SKU Number	ACS SKU Description	Market Price	25,000 - 49,999 FTE	50,000 - 99,999 FTE	100,000 - 149,999 FTE	150,000 - 199,999 FTE	200,000 - 249,999 FTE	250,000 - 299,999 FTE
ARM-P-4999	Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited Virt	\$90.00	\$76	\$70	\$58	\$51	\$47	\$46
* Collector Allowance included in the Armis Platform FTE Fixed Pricing Option is as follows: a. Small entity (1-550 FTE): Up to 1 standard collectors included b. Medium entity (551-2500): Up to 2 standard c. Large entity (2501-5000 FTE): Up to 4 standard & 6 Micro collectors included								
Optional Armis Product Features and Services								
ARM-MICRO-COLLECTOR	Armis Micro Collector. Ultra-small form factor and fanless, capable of 100Mbps traffic ingestion. Suitable for ruggedized environments.	\$2,245.00	\$950.00	\$950.00	\$950.00	\$950.00	\$950.00	\$950.00
ARM-STD-COLLECTOR	Armis Standard Collector. 1U form factor capable of 10 Gbps traffic ingestion. Suitable for data centers.	\$4,365.00	\$2,375.00	\$2,375.00	\$2,375.00	\$2,375.00	\$2,375.00	\$2,375.00
ARM-MTM-CURRCUST-S	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 20,000 Armis Supervised Assets	\$260,000	\$156,800	\$156,800	\$156,800	\$156,800	\$156,800	\$156,800
ARM-MTM-CURRCUST-M	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 40,000 Armis Supervised Assets	\$480,000	\$372,400	\$372,400	\$372,400	\$372,400	\$372,400	\$372,400
ARM-MTM-CURRCUST-L	Armis Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Armis Threat Services Analyst. Up to 80,000 Armis Supervised Assets	\$880,000	\$607,600	\$607,600	\$607,600	\$607,600	\$607,600	\$607,600

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ARM-MTM-CURRCUST-XL	Arms Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Arms Threat Services Analyst. Up to 150,000 Arms Supervised Assets	\$1,200,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000	\$1,078,000
ARM-MTM-CURRCUST-XXL	Arms Managed Threat Monitoring features include : Alerts enrichment and weekly tuning of the policies, dashboards, reports and development. Threat Hunting on a continuous basis and regular operational meetings with a named Arms Threat Services Analyst. Up to 250,000 Arms Supervised Assets	\$1,600,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000	\$1,568,000
ARMAAS01	ARMIS AS A SERVICE 1 Year (Implementation, Integration, Operationalization, Training)	\$350,000	\$237,500	\$237,500	\$237,500	\$237,500	\$237,500	\$237,500	\$237,500	\$237,500
ARM-AVM-B-2499	Risk based asset vulnerability management with 1000 - 2499 Assets	\$28,000	\$27,440	\$27,440	\$27,440	\$27,440	\$27,440	\$27,440	\$27,440	\$27,440
ARM-AVM-B-4999	Risk based asset vulnerability management with 2500 - 4999 Assets	\$36,000	\$34,300	\$34,300	\$34,300	\$34,300	\$34,300	\$34,300	\$34,300	\$34,300
ARM-AVM-B-9999	Risk based asset vulnerability management with 5000 - 9999 Assets	\$50,000	\$49,000	\$49,000	\$49,000	\$49,000	\$49,000	\$49,000	\$49,000	\$49,000
ARM-AVM-B-19999	Risk based asset vulnerability management with 10000 - 19999 Assets	\$86,000	\$83,300	\$83,300	\$83,300	\$83,300	\$83,300	\$83,300	\$83,300	\$83,300
ARM-AVM-B-39999	Risk based asset vulnerability management with 20000 - 39999 Assets	\$140,000	\$137,200	\$137,200	\$137,200	\$137,200	\$137,200	\$137,200	\$137,200	\$137,200
ARM-AVM-B-79999	Risk based asset vulnerability management with 40000 - 79999 Assets.	\$220,000	\$215,600	\$215,600	\$215,600	\$215,600	\$215,600	\$215,600	\$215,600	\$215,600
ARM-AVM-B-159999	Risk based asset vulnerability management with 80000 - 159999 Assets.	\$384,000	\$376,320	\$376,320	\$376,320	\$376,320	\$376,320	\$376,320	\$376,320	\$376,320
ARM-AVM-B-319999	Risk based asset vulnerability management with 160000 - 319999 Assets.	\$720,000	\$705,600	\$705,600	\$705,600	\$705,600	\$705,600	\$705,600	\$705,600	\$705,600
ARM-AVM-B-639999	Risk based asset vulnerability management with 320000 - 639999 Assets.	\$1,376,000	\$1,348,480	\$1,348,480	\$1,348,480	\$1,348,480	\$1,348,480	\$1,348,480	\$1,348,480	\$1,348,480
ARM-AVM-B-999999	Risk based asset vulnerability management with 640000 - 999999 Assets.	\$2,624,000	\$2,571,520	\$2,571,520	\$2,571,520	\$2,571,520	\$2,571,520	\$2,571,520	\$2,571,520	\$2,571,520

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V. Waterfall Pricing (Optional)

For the avoidance of doubt, eligibility to and determination of volume pricing outlined below is ascertained by and limited to FTEs on a state by state basis

Item No. 1 – Applicable to Non-FLDS Affiliated Entity Pricing Breakdown (Including implementation) Initial Purchase Year 1

Description	SKU	NASPO Discounted Contract Price	1-550 FTE	551 - 2500 FTE	2501 - 5000 FTE	5,001 - 49,999 FTE	50,000 - 99,999 FTE	100,000 - 174,999 FTE	175,000 - 299,999 FTE	300,000 - 399,999 FTE	400,000 - 499,999+ FTE
Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited Virt	ARM-P-499	\$237.50	\$223.75								
Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited Virt	ARM-P-2499	\$95.00		\$86.75							
Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited Virt	ARM-P-4999	\$85.50			\$76.11	\$74.40	\$70.13	\$65.85	\$51.57	\$44.56	\$37.55

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Description	SKU	NASPO Discounted Contract Price	1-550 FTE	551 - 2500 FTE	2501 - 5000 FTE	5,001 - 49,999 FTE	50,000 - 99,999 FTE	100,000 - 174,999 FTE	175,000 - 299,999 FTE	300,000 - 399,999 FTE	400,000 - 499,999+ FTE
Armis Micro Collector. Ultra-small form factor and fanless, capable of 100Mbps traffic ingestion. Suitable for ruggedized environments.	ARM-MICRO-COLLECTOR	\$950.00									
Armis Standard Collector. 1U form factor capable of 10 Gbps traffic ingestion. Suitable for data centers.	ARM-STD-COLLECTOR	\$2,375.00									
Risk based asset vulnerability management with 1000 - 2499 Assets.	ARM-AVM-B-2499	\$24,696									
Risk based asset vulnerability management with 2500 - 4999 Assets.	ARM-AVM-B-4999	\$29,155									
Risk based asset vulnerability management with 5000 - 9999 Assets.	ARM-AVM-B-9999	\$40,180									
Risk based asset vulnerability management with 10000 - 19999 Assets.	ARM-AVM-B-19999	\$66,640									
Risk based asset vulnerability management with 20000 - 39999 Assets.	ARM-AVM-B-39999	\$107,016									
Risk based asset vulnerability management with 40000 - 79999 Assets.	ARM-AVM-B-79999	\$163,856									
Risk based asset vulnerability management with 80000 - 159999 Assets.	ARM-AVM-B-159999	\$278,477									
Risk based asset vulnerability management with 160000 - 319999 Assets.	ARM-AVM-B-319999	\$508,032									
Risk based asset vulnerability management with 320000 - 639999 Assets.	ARM-AVM-B-639999	\$943,936									
Risk based asset vulnerability management with 640000 - 999999 Assets.	ARM-AVM-B-999999	\$1,697,203									

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Item No. 2 – Applicable to Non-FLDS Affiliated Entity Pricing Breakdown (without implementation) – Renewal Years 2-3

Description	SKU	NASPO Discounted Contract Price	1-550 FTE	551 - 2500 FTE	2501 - 5000 FTE	5,001 - 49,999 FTE	50,000 - 99,999 FTE	100,000 - 174,999 FTE	175,000 - 299,999 FTE	300,000 - 399,999 FTE	400,000 - 499,999+ FTE
Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited Virt	ARM-P-499	\$237.50	\$217.75								
Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited Virt	ARM-P-2499	\$95.00		\$80.75							
Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited Virt	ARM-P-4999	\$85.50			\$70.11	\$68.40	\$64.13	\$59.85	\$45.57	\$38.56	\$31.55
Armis Micro Collector. Ultra-small form factor and fanless, capable of 100Mbps traffic ingestion. Suitable for ruggedized environments.	ARM-MICRO-COLLECTOR	\$950.00									

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Description	SKU	NASPO Discounted Contract Price	1-550 FTE	551 - 2500 FTE	2501 - 5000 FTE	5,001 - 49,999 FTE	50,000 - 99,999 FTE	100,000 - 174,999 FTE	175,000 - 299,999 FTE	300,000 - 399,999 FTE	400,000 - 499,999+ FTE
Armris Standard Collector. 1U form factor capable of 10 Gbps traffic ingestion. Suitable for data centers.	ARM-STD-COLLECTOR	\$2,375.00									
Risk based asset vulnerability management with 1000 - 2499 Assets.	ARM-AVM-B-2499	\$24,696									
Risk based asset vulnerability management with 2500 - 4999 Assets.	ARM-AVM-B-4999	\$29,155									
Risk based asset vulnerability management with 5000 - 9999 Assets.	ARM-AVM-B-9999	\$40,180									
Risk based asset vulnerability management with 10000 - 19999 Assets.	ARM-AVM-B-19999	\$66,640									
Risk based asset vulnerability management with 20000 - 39999 Assets.	ARM-AVM-B-39999	\$107,016									
Risk based asset vulnerability management with 40000 - 79999 Assets.	ARM-AVM-B-79999	\$163,856									
Risk based asset vulnerability management with 80000 - 159999 Assets.	ARM-AVM-B-159999	\$278,477									
Risk based asset vulnerability management with 160000 - 319999 Assets.	ARM-AVM-B-319999	\$508,032									
Risk based asset vulnerability management with 320000 - 639999 Assets.	ARM-AVM-B-639999	\$943,936									
Risk based asset vulnerability management with 640000 - 999999 Assets.	ARM-AVM-B-999999	\$1,697,203									

Note: Waterfall pricing is fixed for the Initial Term (Yrs 1-3). Renewal pricing (Yrs 4-6) not to exceed a 5% increase over Initial Term pricing.

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.

Item #1: Deployment with Software License

Armis SKU	Armis Platform FTE Fixed Pricing	Fixed Price Per FTE	License Discount %
ARM-P-4999	25,000 – 49,999	\$62	35% - 76%
ARM-P-4999	50,000 – 99,999	\$56	42% - 79%
ARM-P-4999	100,000 – 149,999	\$42	51% - 82%
ARM-P-4999	150,000 – 199,999	\$37	60% - 86%
ARM-P-4999	200,000 – 249,999	\$33	67% - 88%
ARM-P-4999	250,000 – 299,999	\$32	69% - 90%
ARMSAAS01	Add Qty (1) per \$1,250,000 in Purchase Order Value		

Item #2: Software License only

Armis SKU	Armis Platform FTE Fixed Pricing	Fixed Price Per FTE	License Discount %
ARM-P-4999	25,000 – 49,999	\$56	35% - 76%
ARM-P-4999	50,000 – 99,999	\$50	42% - 79%
ARM-P-4999	100,000 – 149,999	\$36	51% - 82%
ARM-P-4999	150,000 – 199,999	\$31	60% - 86%
ARM-P-4999	200,000 – 249,999	\$27	67% - 88%
ARM-P-4999	250,000 – 299,999	\$26	69% - 90%
ARMSAAS01	Add Qty (1) per \$1,250,000 in Purchase Order Value		

Additional Terms & Conditions:

1. Collector Allowance included in the Armis Platform FTE Fixed Pricing Option is as follows:
 - a. Unlimited Virtual Collectors
 - b. Small entity (1-550 FTE): Up to 1 standard collectors included
 - c. Medium entity (551-2500): Up to 2 standard
 - d. Large entity (2501-5000 FTE): Up to 4 standard & 6 Micro collectors included
2. Pricing per additional collectors is per ATC-NASPO pricing
3. Resident Engineer (ARMAAS01) is included at no additional cost with investment of 50,000 or more FTEs in addition to the existing FTE commitment outlined in number 7 below.
4. For ordering purposes SKU ARM-P-4999 shall be used and discounted to the relevant

- fixed per FTE fee stated above.
5. 1 Customer Success Manager shall be included at no additional cost per \$1,250,000 of the Purchaser Purchase Order value specific to the SKU (ARMAAS01) stated in number 4 above.
 6. For the purposes of this contract, the existing State of Florida, Florida Digital Services commitment of 100,000 FTEs will be taken into consideration when determining the applicable fixed rate in the table above.
 7. For the avoidance of doubt, this volume-based pricing is specific and unique to Purchaser in consideration of cloud architecture and associated costs and as such is not applicable to other entities considering an Armis volume-based pricing model.
 8. Entities who commit to the initial State of Florida Enterprise Pricing based purchase and are fully deployed within twelve months, shall have the option to avail of this pricing for the following two consecutive years thereafter ("Renewal Years") based on an initial three (3) year term contract with annual payments. For the avoidance of doubt, the applicable renewal rate per the table above shall be based on the total number of FTEs committed to by all entities in totality for such Renewal Years.
 9. Purchaser purchasing Armis products and/or services on behalf of a local entity shall be entitled to reassign such license rights during a valid licensing term to any of the specific local entities, who in turn shall be entitled to revert licensing rights to Purchaser during such time

Note:

The discount percentages stated above is predicated on the size of entity included in the volume purchase. Per NASPO, the Armis Platform is priced at different tiers and as such a smaller entity pays a higher rate per FTE and would as such get a higher discount when participating in volume-based discounting

Managed Threat Service (MTS) Foundation

Option 1:

- Quarterly based foundational elements of Armis Managed Threat Services for any size of customer. Key features include quarterly policy tuning for 40 agencies with recommendations, scoped quarterly threat hunting, MTS dashboards and quarterly insights with recommendations. Customer defines the 40 agencies for scope. Limited to 10 hours per quarter per entity.
- Bi-annual based foundational elements of Armis Managed Threat Services for any size of customer. Key features include twice yearly policy tuning for 47 agencies with recommendations, scoped twice yearly threat hunting, MTS dashboards and twice-yearly insights with recommendations.

Or...

Option 2:

- Monthly based foundational elements of Armis Managed Threat Services for any size of customer. Key features include monthly policy tuning for 16 agencies with recommendations, scoped monthly threat hunting, MTS dashboards and monthly insights with recommendations. Customer defines the 16 agencies for scope.
- Bi-annual based foundational elements of Armis Managed Threat Services for any size of customer. Key features include twice yearly policy tuning for 71 agencies with recommendations,

scoped twice yearly threat hunting, MTS dashboards and twice-yearly insights with recommendations.

- Annual MTS Fee for either of the above options shall be \$1,400,000 NASPO SKU ARM-MTM-CURRCUST-XXL shall be used
- A monthly MTS Foundations service consisting of monthly policy tuning with recommendations, scoped monthly threat hunting, MTS dashboards and monthly insights with recommendations. may be purchased for an annual fee of \$41,000 per entity using NASPO SKU: ARM-MTM-CURRCUST-S

VII. Value-Added Services (Optional)

If vendors are able to offer additional services and/or commodities for network-based asset discovery (Agentless), 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.

Not Applicable.

7) ATTACHMENT B, CONTACT INFORMATION SHEET

7) Attachment B, Contact Information Sheet, containing the contacts for the Quote and the resulting ATC(s) and PO(s).

Please find Attachment B, Contact Information Sheet on the following page.

**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:	Troy Bonenfant	Troy Bonenfant
Title:	Sales Manager	Sales Manager
Address (Line 1):	11493 Sunset Hills Road, Suite 100	11493 Sunset Hills Road, Suite 100
Address (Line 2):		
City, State, Zip Code	Reston, VA 20190	Reston, VA 20190
Telephone (Office):	703.673.3634	703.673.3634
Telephone (Mobile):	Not applicable.	Not applicable.
Email:	Troy.Bonenfant@carahsoft.com	Troy.Bonenfant@carahsoft.com

SUBCONTRACTORS

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.

Carahsoft Technology Corporation will not be utilizing subcontractors.

APPENDICES

Appendix A

6.2.3 – Armis Support SLAs

The following table is derived from the Armis Enterprise Support Handbook 2.6 (December 2022).

Severity	Description	Initial Response		Action
		Standard Services	Premium, Platinum Services	
Critical (Severity 1)	The product is down, all functionalities are not operational and the issue is directly disrupting customer network and/or business operations - and no reasonable workaround is available	4 business hours*	1 hour*	Work continuously until the issue is fixed
High (Severity 2)	A major service functionality is impacted by an issue that is persistent and affects many users —and no reasonable workaround is available.	1 business day	8 business hours*	Work through the normal business day
Medium (Severity 3)	Service is operational, with a minor impact on functionality for some or all users, and an acceptable workaround or solution exists.	2 business days	2 business days	Reasonable – as resources are available
Low (Severity 4)	Minor issues not impacting service functionality.	4 business days	4 business days	Reasonable – as resources are available

* In order for the service level objective to be achieved, the requestor is required to contact Armis support via a phone call in addition to any other communication methods used to submit the issue to the Armis support team.

Appendix B – Additional Clarifications on Quote

1. Can you confirm that the Solution data cannot be accessed outside of the continental United States as specified in Section 33.0, Location of Data, of the RFQ to comply with Rule 60GG-4.002, Florida Administrative Code (F.A.C.)? Please document this compliance in your revised response.

Armis solution data associated with this contract is within the continental United States

and cannot be accessed outside of the continental United States. Security mechanisms are in place to comply with Rule 60GG-4.002 regarding data access.

2. As a reminder, the RFQ Hierarchy listed in Section 17 of the RFQ will supersede the terms included in the vendor's Quote. Please provide a statement stating that you agree to the RFQ Hierarchy listed in Section 17?

Carahsoft agrees to the RFQ Hierarchy listed in Section 17.

3. On page 29 of the pdf document, it states there are additional travel charges for the provided Armis Resident Engineer. Per Section II of the RFQ Price Sheet, "Prices are ceiling rates inclusive of any and all costs associated with providing services." Please remove any language in regards to additional charges for travel.

This has been deleted in the latest revision.

"Travel - Engineer travel will be determined by their status:

- On-site - Resident Engineers who are on-site will be assigned by the customer to a primary location. Any travel that is required outside of their primary location will incur additional charges for T&E.
 - Remote - Resident Engineers that are remote will be able to travel to customer site(s) for up to 5 working days per quarter and will incur T&E. Any travel will need to be reviewed and approved by Armis prior to scheduling."
4. On page 29 of the pdf document, it lists Armis Resident Engineer as a value-added service, but page 37 (Price Sheet) states it is only included with purchasing 50,000 or more FTEs. Please clarify. Our goal is to make it clear to the Purchaser, on what is included and what is optional.

The Armis Resident Engineer will be included in the ARMAAS01 SKU (Armis as a Service) with investment of 50,000 or more FTEs in addition to the existing FTE commitment (100,000).

The Resident Engineer is to support the FLDS CSOC and local entities integrated into the CSOC. The Resident Engineer is currently not available to purchase as a standalone service on the NASPO contract, but can be added upon request.

5. Please ensure your response is revised to address Section 33.0, Location of Data, of the RFQ to comply with Rule 60GG-4.002, F.A.C. A statement confirming data will not leave the United States per Rule 60GG-4.002, F.A.C. is sufficient.

As per Rule 60GG-4.002, location of data for the proposed solution in this contract will reside in the United States, and cannot and will not leave the United States.

6. The Department desires a Solution that can be transferred from the Purchaser to the Customer and back to the Purchaser, so long as the Customer is the same. If there is a way you can allow his transferability, please address this in your revised Quote.
 - a. An example would be that Florida Digital Service (FL[DS]) may have the ability to be a Purchaser for a local entity (Customer) one fiscal year, but the Solution may

have to be purchased by the Customer themselves the following fiscal year. Additionally, FL[DS] may be appropriated funding to purchase on behalf of a Customer the following fiscal year.

Confirmed per page 47 of the response...

9. FLDS purchasing Armis products and/or services on behalf of a local entity shall be entitled to reassign such license rights during a valid licensing term to any of the specific local entities, who in turn shall be entitled to revert licensing rights to FLDS during such time.

Price Sheet

1. Please clarify/spell out FTE the first time being used so it is clear to any Customers looking at the Price Sheet in the resulting Agency Term Contract (ATC).

Added description to page 31-33 SECTION III Pricing tables - Full Time Equivalent (FTE) - Contractors, Employees, etc.

2. Section III. of the Price Sheet from your response states “*Armis has the right to require a minimum purchase size.” What is the minimum purchase size? Please clarify in your revised Quote.

This has been updated/clarified in the latest revision.

The average minimum purchase size is \$50K. Entities with FTEs that net less than the \$50K purchase size will be evaluated on a case-by-case basis.

3. Section III. of the Price Sheet from your response states “Physical collector, which may be required on a per entity basis, are not included in the above fees and may be purchased separately from the ACS contract.” If the physical collector is available on the ACS, please provide the pricing and SKU in your revised Quote. The intent is for the Purchaser/Customer to the ability to purchase anything they need from the resulting ATC.

This has been updated/clarified in the latest revision.

4. For Section VI. of the Price Sheet from your response, can you please provide the ACS SKUs for the proposed Enterprise Pricing?

This has been updated/clarified in the latest revision.

5. For the Additional Terms and Conditions language in Section VI. of the Price Sheet from your response, can you please ensure it states Purchaser and not FLDS. A local entity may purchase an enterprise option and it would be confusing/unclear as is. 5. Please remove references to City/County/Agency and FL[DS] and specify Purchaser and Customer (throughout).

This has been updated/clarified in the latest revision.

6. Can you please clarify if the Waterfall pricing and Enterprise Pricing is for the Initial Term (Yrs 1 -3) and the Renewal Term (Yrs 4-6)? Renewal pricing must be provided to allow for any resulting Agency Term Contracts to be renewed. The costs identified must be fixed or have a not to exceed percentage increase identified.

Waterfall and Enterprise pricing is fixed for the Initial Term (Yrs 1-3). Renewal pricing (Yrs 4-6) not to exceed a 5% increase over Initial Term pricing.

7. In general, please ensure 100% transparency on what is included with the proposed pricing, what is optional/additional, and the associated ACS SKUs/pricing. A Purchaser should have the ability to look at the resulting ATC for the first time 2 years from now and all the information be clear and applicable.

This has been updated/clarified in the latest revision.

8. Please ensure the Market Price and ACS Price is listed for any proposed SKUs.

Confirmed.

9. There isn't a specific section number to specify pricing for additional optional services; however, if you have additional optional services which would be an additional cost, please create a separate section for optional services which specifies the product/service, identifies the price, provides the ACS Pricing Breakdown, and ensure the Quote includes an SLA for each optional service. Please include any and all pricing options on the Price Sheet. Our goal is to make it clear to the Purchaser, on what is included and what is optional.

AVM SLA is as defined in section Draft Service Level Agreement (Solution Performance and Availability) on page 22 of the response:

Deliverable	Time Frame	Proposed Financial Consequences
See Appendix A for a table outlining the Armis Premium Support SLAs.	Per annual subscription	<p>Financial Consequences shall be assessed against the Contractor in the amount of \$30 for per calendar day, beginning on the first calendar date after the initial response period (based on defined severity) has been exceeded.</p> <p>In order for the service level objective to be achieved, the requestor is required to contact Armis support via a phone call in addition to any other communication methods used to submit the issue to the Armis support team.</p>

10. Please ensure that an SLA is provided for each ACS SKU Number listed.

As listed in section Draft Service Level Agreement (Solution Performance and Availability).

IN SUMMARY

Carahsoft Technology Corporation and Armis appreciate the opportunity to offer this solution for FL DMS's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with FL DMS's requirements set forth in Network-Based Asset Discovery (Agentless) Solution DMS-22/23-154. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with Florida Department of Management Services on this project.

**Purchase Order
Terms & Conditions
Effective September 1, 2015**

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

**Purchase Order
Terms & Conditions
Effective September 1, 2015**

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
Carahsoft Technology Corporation**

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is between the Florida Department of Management Services (“Department”), a state agency, and Carahsoft Technology Corporation (“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-22/23-154, Network-Based Asset Discovery (Agentless) 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**

Carahsoft Technology Corporation

DocuSigned by:
Pedro Allende
5E91A9D369EB47C...
By: _____
Name: Pedro Allende
Title: Secretary
Date: 6/14/2023 | 4:57 PM EDT

By: *Troy Bonenfant*

Name: Troy Bonenfant
Title: Sales Manager
Date: May 17, 2023