

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

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**AGENCY TERM CONTRACT  
FOR  
NETWORK-BASED ASSET DISCOVERY (AGENTLESS)  
DMS-22/23-154B  
BETWEEN  
STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
AND  
PRESIDIO NETWORKED SOLUTIONS LLC**

## 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 PRESIDIO NETWORKED SOLUTIONS LLC (Contractor), with offices at 5337 Millenia Lakes Boulevard, Suite 300, Orlando, FL 32839, 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](mailto: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](mailto: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:

Emily Phares  
Account Manager  
5337 Millenia Lakes Boulevard, Suite 300  
Orlando, FL 32839  
Telephone: (850) 270-2988  
Email: [ephares@presidio.com](mailto:ephares@presidio.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.

PRESIDIO NETWORKED SOLUTIONS LLC:

STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES:

DocuSigned by:

*Erik Hayko*

E7A28D0E9E4348D...

Authorized Signature

DocuSigned by:

*Pedro Allende*

5E91A9D369EB47C...

Pedro Allende, Secretary

Erik Hayko

Print Name

6/29/2023 | 3:34 PM EDT

Date

Senior Contracts Manager

Title

6/29/2023 | 1:55 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.

<b>TABLE 1 DELIVERABLES AND FINANCIAL CONSEQUENCES</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Time Frame</b>	<b>Financial Consequences</b>
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: <a href="https://us02web.zoom.us/meeting/register/tZ0ufu2gqzlpGdQ3U_xdCXnrvtRQ2XSXqu">https://us02web.zoom.us/meeting/register/tZ0ufu2gqzlpGdQ3U_xdCXnrvtRQ2XSXqu</a>	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](mailto: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](mailto: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](mailto: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><b><u>Initial Software Year</u></b> 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"> <li>• <b>Implementation</b></li> <li>• <b>initial training</b></li> <li>• <b>Initial Integration</b></li> <li>• integration maintenance</li> <li>• support services</li> </ul>	\$ _____
2	<p><b><u>Subsequent Software Year</u></b> 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"> <li>• <b>ongoing training</b></li> <li>• integration maintenance</li> <li>• support services</li> </ul>	\$ _____



**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)
<b>Name:</b>		
<b>Title:</b>		
<b>Address (Line 1):</b>		
<b>Address (Line 2):</b>		
<b>City, State, Zip Code</b>		
<b>Telephone (Office):</b>		
<b>Telephone (Mobile):</b>		
<b>Email:</b>		

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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

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**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES  
AND**

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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: \_\_\_\_\_

# Florida Digital Service Network Asset Discovery Solution

**Request for Quote (RFQ): DMS-22/23-154**

Submit via Cloud Solutions (43230000-NASPO-16-ACS)

Updated 6/14/2023



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## 1) NETWORK-BASED ASSET DISCOVERY (AGENTLESS) SOLUTION DOCUMENTATION

### RFQ Text:

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.

Presidio is proposing the **Netskope IoT Security** to provide unprecedented visibility to all connected devices and to secure them through context-driven classification, risk assessment, segmentation, and access control at IoT scale.

The Netskope IoT security solution utilizes HyperContext®, an agentless smart device security platform providing granular device context, and TruID™, a unique device identifier and authenticity rating technology, to discover managed and unmanaged devices on your corporate network. The solution analyzes hundreds of parameters from the discovered devices and leverages the rich contextual intelligence for device classification, risk assessment, granular access control and network segmentation, facilitating zero trust security for IoT devices.

Below are the features of the agentless, non-intrusive Netskope solution that discovers managed and unmanaged IP-connected IoT devices on the network:

- Device Discovery
- Granular Context
- True Identity
- Micro Segmentation
- Reduced Attack Surface
- Enterprise Integrations

The Netskope IoT security solution meets the RFQ specifications as detailed below.

### 6.1. SOFTWARE SOLUTION/SPECIFICATIONS

#### 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.

Response: Supported

#### **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.

Response: Supported

#### **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.

Response: Supported

#### **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.

Response: Supported

#### **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.

Response: Supported

### **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.

Response: Supported

### **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.

Response: Supported

### **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.

Response: Supported

### **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.

Response: Supported

**6.1.10. Integration with Other Tools**

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

Response: Supported

**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.

Response: Supported

**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.

Response: Supported

**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.

Response: Supported

**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.

Response: Supported

**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.

Response: Supported

**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.



Response: Supported

**6.1.17. Role-Based Access**

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

Response: Supported

**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.

Response: Supported

**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.

Response: Integration is Supported for all sections of 6.1.19

**6.1.20. Performance and Availability**

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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.

Response: Netskope, the SASE leader, today announced groundbreaking service level agreements (SLA) focused on security traffic processing in the cloud. Addressing both decrypted TLS and non-decrypted transactions, these SLAs build on Netskope's previously launched five-nines (99.999%) uptime and availability SLA, and ensure customers using the Netskope Security Cloud enjoy network performance at levels of speed and reliability not experienced with other vendors.

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### **a) DRAFT SLA**

#### **RFQ Text:**

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

Response: Netskope, the SASE leader, today announced groundbreaking service level agreements (SLA) focused on security traffic processing in the cloud. Addressing both decrypted TLS and non-decrypted transactions, these SLAs build on Netskope's previously launched five-nines (99.999%) uptime and availability SLA, and ensure customers using the Netskope Security Cloud enjoy network performance at levels of speed and reliability not experienced with other vendors. <https://www.netskope.com/support-terms>

### **b) TRAINING & SUPPORT SLA**

#### **RFQ Text:**

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).

Response:

The Netskope Security Cloud Introductory Online Technical Training learning path is the entry point for all training and is designed to give you a foundation in the Netskope suite of products and technologies. This self-paced learning is grouped into three sections: Introduction, Products and Capabilities and finally Deployment.

Netskope Training Credits are an opportunity to purchase formal Netskope training seats even in advance of planning your Security Cloud training needs. The training credits, priced at \$100.00 USD, are the method of payment for all training classes. Anyone eligible to purchase Netskope products is also eligible to purchase and use Netskope Training Credits.

If your organization has made training credit purchases contact [training@netskope.com](mailto:training@netskope.com) to redeem them and to schedule your training.

Netskope's Support terms are listed in Addendum I.

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### **c) IMPLEMENTATION PLAN**

#### **RFQ Text:**

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

Response: Netskope's talented and experienced Professional Services team ensures a successful implementation tailored to your custom needs, information in the pages below. Netskope Professional Services are suggested for implementation. The daily rate is detailed in the price sheet, and upon detailed scope exercises per entity, Netskope will provide the number of days per project. Details are in Addendum II.

Installation of the software can be via physical appliance or virtual machine. The physical appliance price is detailed in the Price Sheet. Below are the steps for implementation based on each option:

For Physical Appliances:

The software is already installed on the appliance.  
Rack & stack the appliance.  
Connect power and appropriate network connections  
power on the device  
verify SPAN traffic is seen.

(abridged) For Hyper-V based VMs:

1. Download the VHDX file from a specified source.
2. Open Hyper-V Manager on your Windows computer.
3. Create a new Virtual Machine using the Hyper-V Manager's New Virtual Machine Wizard.
4. Specify a name and location for the virtual machine.
5. Choose the VHDX file you downloaded as the existing virtual hard disk.
6. Customize any additional settings such as virtual switch / nic and promiscuous mode as specified by Netskope.
7. Review the configuration and finish creating the virtual machine.
8. Start the virtual machine in Hyper-V Manager.
9. Verify network traffic is being seen in by the SPAN port.

(abridged)For vmWare based VMs:

1. Download the OVA file from a specified source.
2. Access the VMware vSphere Web Client.
3. Log in with your admin credentials.
4. Select the ESXi host or cluster.

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5. Right-click and choose "Deploy OVF Template."
6. Select the downloaded OVA file.
7. Review details and click "Next."
8. Provide a name and choose deployment location.
9. Set storage options and adjust settings if needed.
10. Select the destination resource and click "Next."
11. Accept the license agreements.
12. Choose network mappings. Ensure SPAN port is connected to a vSwitch with promiscuous mode enabled.
13. Customize settings if desired or proceed with defaults.
14. Review and click "Finish" to start deployment.
15. Monitor progress in the task pane.
16. Verify the deployed virtual machine.
17. Verify network traffic is being seen by the SPAN port.

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**d) MDR SLA (OPTIONAL)**

Response: Non-Applicable

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

Response: Non-Applicable

**e) FUTURE INTEGRATIONS SLA (OPTIONAL)**

**RFQ Text:**

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

Response: Non-Applicable

**f) DISASTER RECOVERY PLAN**

**RFQ Text:**

A draft disaster recovery plan per section 30.5.

Response: Netskope has the usual system backups and system redundancy in the cloud. However, we are not architected to failover from region to region at this time. It can be done, but it is not a default configuration.

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## 2) EXPERIENCE

### RFQ Text:

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

Response: The Gartner 2023 Magic Quadrant for Security Service Edge (**SSE**) describes vendors positioned to drive success across the complete security stack needed for Secure Access Service Edge (SASE). SSE successfully modernizes your technology architecture by converging Web Proxy (**SWG**), **ZTNA**, **CASB**, and **DLP** into one, powerful, high-performing solution.

In the new report, you can find out how we received our position as Highest in Ability to Execute and Furthest to the right in Completeness of Vision.

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### 3) IMPLEMENTATION

#### RFQ Text:

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

#### ***Response:***

Response: The Gartner 2023 Magic Quadrant for Security Service Edge (**SSE**) describes vendors positioned to drive success across the complete security stack needed for Secure Access Service Edge (**SASE**). **SSE** successfully modernizes your technology architecture by converging Web Proxy (**SWG**), **ZTNA**, **CASB**, and **DLP** into one, powerful, high-performing solution.

In the new Gartner report, you can find out how Netskope received their position as Highest in Ability to Execute and Furthest to the right in Completeness of Vision.



## 4) VALUE-ADDED SERVICES

### RFQ Text:

Detail regarding any value-added services.

### ***Response:***

#### **Presidio Value-Added Services**

Presidio is offering free Cybersecurity Framework Workshops to FLDS and all participating Entities. The workshops can be branded as “FLDS powered by Presidio” or performed on an individual basis upon direction by FLDS.

We find that organizations need a comprehensive approach to cybersecurity, but it is challenging to know where to begin. With multiple, overlapping tools deployed in the enterprise, it can be difficult to see the whole picture. Cybersecurity talent and leadership are tough to recruit and retain. Frequent turnover has caused many gaps in enterprise strategies and solutions. Presidio’s workshop will help Entities understand how to leverage the tools they are receiving from the FLDS Local Grant Program, how they fit into their existing environment, and provide guidance on a broader Cybersecurity strategy and/or roadmap.

The Cybersecurity Framework Workshop (“CSF360”) is based on the NIST-CSF Framework and designed to help document and provide a consultative, flexible and comprehensive approach to security operations enterprise-wide.

Cybersecurity experts from Presidio lead a high-level discussion to identify risks and opportunities to improve an organization’s cybersecurity posture. We will lead a discussion and interview your team in a group setting. Our experts will help you find the gaps in your security technology solutions and business processes. We will document our findings in a live whiteboard session and provide our expert recommendations to improve security operations enterprise-wide.

The Presidio CSF360 Cybersecurity Workshop explores all areas of an organization’s cybersecurity situation. It forms the foundation of a deeper discussion of potential risk elements.

- Uses the industry standard NIST Framework methodology to help gauge organization’s cybersecurity maturity
- Brings together stakeholders from multiple IT disciplines to discuss key cybersecurity initiatives
- Helps the organization gain a 360-degree view of their cybersecurity posture in just a few short hours
- Provides a high-level deliverable upon Workshop completion with recommended actions

The Presidio CSF360 Cybersecurity Workshop is generally completed in 2-4 hours with the participation of key stakeholders in the organization.

### **KEY BENEFITS**

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Organizations who engage with Presidio's CSF360 Workshop have dramatically enhanced their cybersecurity posture.

- Organizations that may have a security project roadmap but no formal way of measuring progress
- Organizations that have done self-assessments but would like another pair of eyes to review their efforts
- Organizations that have policies but may not be following them as closely as they would like
- Organizations that have regulatory concerns

They have created consensus across their organization about the people, processes and tools required to protect their business.

- Security Leadership: CISO, CSO, CIO, CXO
- Security Team: Architecture, Engineering, Operations,
- SOC, Analyst
- Networking Team, Firewall Admins
- Data Center Team, Directory Server Admins, Email, Identity, Access
- Application Team, DevOps, SRE

With a short investment in time and exploring the current situation, organizations will benefit from having a common ground for cybersecurity risk management.

- A list of Cybersecurity activities that can be customized to meet the needs of any organization
- A complementary guideline for an organization's existing cybersecurity program and risk management strategy
- A risk-based approach to identifying cybersecurity vulnerabilities
- A systematic way to prioritize and communicate cost-effective improvement activities among stakeholders
- A frame of reference on how an organization views managing cybersecurity risk management

## **WHAT MAKES US DIFFERENT**

Presidio is a trusted partner to our clients, securing their infrastructure, employees, clients, and assets from ever-growing cyber threats. Our clients trust Presidio:

- Highly Experienced team – Presidio's highly-credentialed cybersecurity consultants collectively have decades of combined practical experience spanning cyber security governance, architecture, and operations

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- Proven Cyber Leadership – Presidio has 15+ years of providing cybersecurity leadership and securing our nations’ most sensitive networks with specialization across many of the largest industry verticals
- Business Enablers – We understand cybersecurity should reduce risk to enable the success of your business, not serve as a roadblock to your success

## **WHY PRESIDIO**

Presidio is a leading digital systems integrator, with deep experience in networking, cloud computing and broad hybrid infrastructures. Presidio recognizes that cybersecurity is foundational to the success of any business and has a highly specialized expert team at the ready. Our clients benefit from:

- Services methodology built on recognized industry standards including NIST, CIS, and ISO
- Compliance depth & breadth including PCI, HIPAA, NERC CIP, GDPR, CCPA, SOC 2, ISO 27001, DFARS 800-171, CMMC
- Multi-discipline experts provide for a broad view of client’s potential vulnerabilities
- Deep cybersecurity services bench and broad security services solutions provide domain expertise and consistent deliverables

Presidio Cybersecurity Practice covers a broad security services portfolio. Our highly skilled and tenured cybersecurity practitioners maintain leading industry certifications, provide thought leadership and practical industry experience. We have conducted thousands of engagements across all major industry segments. We look forward to the opportunity to serve Florida Digital Service.

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## 5) ATTACHMENT A – PRICE SHEET

### RFQ Text:

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

### *Response:*

### ATTACHMENT A PRICE SHEET

#### I. Alternate Contract Source (ACS)

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

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

43230000-NASPO-16-ACS Cloud Solutions

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

#### II. Pricing Instructions

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

#### III. Pricing

##### Initial Term Pricing (Years 1-3)

Item No.	Description	Rate Per User (A)
1	<p><b><u>Initial Software Year</u></b>                      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"> <li>• <b>Implementation</b></li> <li>• <b>initial training</b></li> <li>• <b>Initial Integration</b></li> <li>• integration maintenance</li> </ul>	<p><u>\$ 29.31</u> per user for 1 – 4999 software users</p> <p>\$21,260 for per hardware appliance + support* (VM version</p>

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	<ul style="list-style-type: none"> <li>support services</li> </ul>	is also available at no cost in lieu of hardware)  \$2,200 per day for Professional Services  \$2,200 per day for training.
2	<p><b><u>Subsequent Software Year</u></b></p> <p>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"> <li><b>ongoing training</b></li> <li>integration maintenance</li> <li>support services</li> </ul>	<p><u>\$ 32.24*</u> per user for 1 – 4999 software users</p> <p><u>\$6,320</u> for hardware support (if hardware was purchased)</p>

**\* Renewal term will not exceed 15% year over year.**

**Optional Renewal Term Pricing (Years 4-6)**

Item No.	Description	Rate Per User (A)
1	<p><b><u>Initial Software Year</u></b></p> <p>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"> <li><b>Implementation</b></li> <li><b>initial training</b></li> <li><b>Initial Integration</b></li> <li>integration maintenance</li> <li>support services</li> </ul>	<p><u>\$ 29.31*</u> per user for 1 – 4999 software users for IoT Standard Security</p> <p>\$21,266 per hardware appliance + 12 months support* (VM version is also available at no cost in lieu of hardware)</p> <p>\$2,200 per day for Professional Services</p>
	<p><b><u>Subsequent Software Year</u></b></p> <p>One year of network-based asset discovery (agentless) software as described in the RFQ per user. To include:</p>	

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2	<ul style="list-style-type: none"> <li>• <b>ongoing training</b></li> <li>• integration maintenance</li> <li>• support services</li> </ul>	<p>\$ 32.24* per user for 1 – 4999 software users</p> <p><u>\$6,952</u> for hardware support</p>
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**\* Renewal term will not exceed 15% year over year.**

**LICENSE TRANSFERABILITY:** The licenses may transfer between Customer (Entity) and Purchaser based upon funding for each fiscal year.

Netskope supports the requirement in 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.

Software will be available to Customer within 3 business days after a PO is received from Purchaser.

#### 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:

<b>Item No. 1 - ACS Pricing Breakdown (including implementation)</b>				
<b>ACS SKU Number</b>	<b>ACS SKU Description</b>	<b>Market Price</b>	<b>ACS Price</b>	<b>FLDS Price</b>
NK-PS-DAY	Professional Services/Installation/Configuration	\$2,400	\$2,352	\$2,200
NK-IOT-APPLIANCE	Hardware Appliance for IoT Security	\$25,000	\$24,500	\$15,518
NK-IOT-HWSUPPORT-NBD	IOT Appliance Hardware Support	\$5000	\$4,900	\$5,748
NK-IOT-SEC-ASTMGT	Asset Management Add-on for IoT Security	\$10.00	\$9.80	\$5.75
NK-IOT-SEC-DVCRISK	Device Risk Add-on for IoT Security	\$10.00	\$9.80	\$5.75
NK-IOT-SEC-ACCNTRL	Access Control Add-on for IoT Security	\$10.00	\$9.80	\$5.75
NK-IOT-SEC-STD	IOT Standard Security	\$51.00	\$58.80	\$29.31

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<b>Item No. 2 - ACS Pricing Breakdown (without implementation)</b>				
<b>ACS SKU Number</b>	<b>ACS SKU Description</b>	<b>Market Price</b>	<b>ACS Price</b>	<b>FLDS Price</b>
NK-IOT-HWSUPPORT-NBD	IOT Appliance Hardware Support	\$5,000	\$4,900	\$5,748
NK-IOT-APPLIANCE	Hardware Appliance for IoT Security	\$25,000	\$24,500	\$15,518
NK-IOT-SEC-STD	IoT Security Standard	\$59.00	\$58.80	\$29.31
NK-IOT-SEC-ASTMGT	Asset Management Add-on for IoT Security	\$10.00	\$9.80	\$5.75
NK-IOT-SEC-DVCRISK	Device Risk Add-on for IoT Security	\$10.00	\$9.80	\$5.75
NK-IOT-SEC-ACCNTL	Access Control Add-on for IoT Security	\$10.00	\$9.80	\$5.75

#### **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.

*Waterfall pricing detailed in the table below.*

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Description	SKU	Quantity	List Price per user	Price per user
<b>Appliances</b>				
Hardware Appliance for IoT Security	NK-IOT-APPLIANCE	1	\$25,000	\$ 15,518.00
IOT Appliance Hardware Support	NK-IOT-HWSUPPORT-NBD	1	\$5,000	\$ 5,748.00
<b>Software 1-4999 users</b>				
IoT Security Standard	NK-IOT-SEC-STD	1 - 4,999	\$51.00	\$ 29.31
Asset Management Add-on for IoT Security	NK-IOT-SEC-ASTMGT	1 - 4,999	\$10.00	\$ 5.75
Device Risk Add-on for IoT Security	NK-IOT-SEC-DVCRISK	1 - 4,999	\$10.00	\$ 5.75
Access Control Add-on for IoT Security	NK-IOT-SEC-ACCNTRL	1 - 4,999	\$10.00	\$ 5.75
<b>Software 5,000-9,999 Users</b>				
IoT Security Standard	NK-IOT-SEC-STD	5,000 - 9,999	\$51.00	\$ 23.45
Asset Management Add-on for IoT Security	NK-IOT-SEC-ASTMGT	5,000 - 9,999	\$10.00	\$ 4.60
Device Risk Add-on for IoT Security	NK-IOT-SEC-DVCRISK	5,000 - 9,999	\$10.00	\$ 4.60
Access Control Add-on for IoT Security	NK-IOT-SEC-ACCNTRL	5,000 - 9,999	\$10.00	\$ 4.60
<b>Software 10,000 - 24,999 Users</b>				
IoT Security Standard	NK-IOT-SEC-STD	10,000 - 24,000	\$51.00	\$ 17.59
Asset Management Add-on for IoT Security	NK-IOT-SEC-ASTMGT	10,000 - 24,000	\$10.00	\$ 3.45
Device Risk Add-on for IoT Security	NK-IOT-SEC-DVCRISK	10,000 - 24,000	\$10.00	\$ 3.45
Access Control Add-on for IoT Security	NK-IOT-SEC-ACCNTRL	10,000 - 24,000	\$10.00	\$ 3.45
<b>25,000 users and up</b>				
IoT Security Standard	NK-IOT-SEC-STD	25,000 +	\$51.00	\$ 11.72
Asset Management Add-on for IoT Security	NK-IOT-SEC-ASTMGT	25,000 +	\$10.00	\$ 2.30
Device Risk Add-on for IoT Security	NK-IOT-SEC-DVCRISK	25,000 +	\$10.00	\$ 2.30
Access Control Add-on for IoT Security	NK-IOT-SEC-ACCNTRL	25,000 +	\$10.00	\$ 2.30

## 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.

Netskope is willing to evaluate and potentially offer enterprise discount pricing after the initial buy-in and scope/quantities can be more accurately identified.

## VII. Value-Added Services (Optional)

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

*Presidio is offering a 2 – 4 hour Cybersecurity Workshop for each participating Entity.*

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



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Presidio Networked Solutions, LLC  
Vendor Name

*Erik Hayko*  
Signature

58-1667655  
FEIN

Erik Hayko  
Signatory Printed Name

May 22, 2023  
Date

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## 6) ATTACHMENT B – CONTACT INFORMATION SHEET

### RFQ Text:

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

### *Response:*

### ATTACHMENT B CONTACT INFORMATION SHEET

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)
<b>Name:</b>	Emily Phares	Emily Phares
<b>Title:</b>	Account Manager	Account Manager
<b>Address (Line 1):</b>	5337 Millenia Lakes Boulevard	5337 Millenia Lakes Boulevard
<b>Address (Line 2):</b>	Suite 300	Suite 300
<b>City, State, Zip Code</b>	Orlando, FL 32839	Orlando, FL 32839
<b>Telephone (Office):</b>	850-270-2988	850-270-2988
<b>Telephone (Mobile):</b>	850-524-3230	850-524-3230
<b>Email:</b>	ephares@presidio.com	ephares@presidio.com

## 8) ADDENDUM I

### Netskope Support and Service Level Terms

The support, service levels and general terms below set forth the terms and conditions under which Netskope, Inc. (“Netskope”) provides the support services (“Support”) and service levels (“SLA”) to the end user customer (“Customer”) purchasing Netskope cloud subscription services (“Services”). By accessing or using the Services, Customer agrees to be bound by and accept these terms and conditions. The Services are subject to the terms of the Netskope Subscription Services Agreement available at <https://www.netskope.com/subscription-terms/>.

### SUPPORT

I. General. Basic Support is included with purchase of the Services. Premium Support (including Premium Plus and any other “Premium” designated Support service) is provided only if purchased separately. Support is provided in the English language. Netskope may, at its discretion, update and modify these terms and Support descriptions by posting new terms, to be effective with respect to purchases and renewals of Services after new terms are posted.

### II. Definitions.

A. “Documentation” means Netskope’s published specifications and documentation for the Services in effect as of the date the Services are purchased by Customer, as such specifications and documentation may be updated or revised by Netskope in connection with subsequent Upgrades and Updates.

B. “Error” means an identified error or fault in the Software or in the systems used by Netskope to provide the Service that causes a failure of the Service to perform in accordance with the Documentation.

C. “Hardware” means the Netskope hardware products that are provided by Netskope for use with a Service.

D. “Hotfix” means a planned software change that is done to address a specific bug or to patch vulnerabilities. Hotfixes do not have a specific frequency and are done on an as-needed basis.

E. “Planned Maintenance” means planned and scheduled implementation of Upgrades, network, or infrastructure changes for Services maintenance.

F. “Software” means (i) the client software that Netskope may provide for use on computers or personal devices in connection with the Services; or (ii) with respect to Hardware, the software embedded or provided for use on the Hardware.

G. “Updates” means updates and new versions of Software, if and when available, that Netskope generally releases from time to time to customers without additional fees. Updates may include new features required to support functionality in the Services or Hotfixes.

H. “Upgrades” means upgrades of the Services, if and when available, that Netskope generally releases from time to time to customers without additional fees. Upgrades may include new features, functionality or Hotfixes applicable to the Services.

I. “Workaround” means a suggested change to Customer in the use of or access to the Services or Software intended to address an issue with the Service or Software in order to temporarily

resolve P1/Urgent or P2/High Errors and enable the Services or Software to function in accordance with Documentation until an Upgrade or Update is provided.

### III. Upgrades and Planned Maintenance.

A. As part of Support, Netskope will make available to Customer all Upgrades and Updates applicable to the Services purchased by Customer as and when such Upgrades and Updates are made generally available by Netskope.

B. Planned Maintenance and Upgrades may result in temporary unavailability of the Service administrative interface or a data center. Netskope maintains a Planned Maintenance calendar available through the customer portal, and generally provides customers no less than 2 days notice prior to Planned Maintenance. Notice of the Planned Maintenance will include the scheduled maintenance window and expected impact on Services, if any. Netskope will notify Customer when the Planned Maintenance has been completed.

C. If downtime is expected, Planned Maintenance is generally scheduled between the hours of 8 PM and 6 AM local time for the affected data center.

### IV. Support Services. Support will be provided to Customer as follows:

A. Basic Support. Basic Support is provided by email and the Netskope support portal from 8 AM – 5 PM local Customer time, Monday through Friday (excluding holidays).

B. Premium Support. If purchased, Premium Support is provided by telephone, email, and the Netskope support portal twenty-four (24) hours per day, seven (7) days per week (including holidays).

C. Support Requests. Customer contacts accessing Support must be registered with Netskope for Netskope to verify authorized representatives for communications and notices. Customer is responsible for creating and deleting Customer contact registration accounts; the number of Customer's registered contacts who may access Support is not limited. Netskope will assign appropriate personnel and work to resolve reproducible Errors reported by Customer affecting the Services in accordance with the service levels below.

D. Severity. Customer shall reasonably designate the initial severity level of each incident reported to Netskope pursuant to the criteria below. Severity level will be updated by the parties as information is gathered, the issue is investigated, and Workarounds are made available.

P1 (Urgent) – Refers to issues with critical impact experienced by a substantial percentage of Customer's User population. Examples include Netskope web UI outage or performance degradation to the point where system is unusable without a Workaround.

P2 (High) – Refers to issues affecting important functions experienced by a smaller percentage of Customer's User population but still presenting substantial problems. Examples include inability to use a cloud application or not able to perform a critical function like creating policies on the Netskope web UI. This includes P1 issues for which a temporary Hotfix or Workaround has been provided.

P3 (Normal) – Refers to issues where non-mission critical functionality is missing or not working in accordance with the Documentation.

P4 (Low) – Refers to a Customer-specific feature request, a change in Customer behavior, or other general questions with respect to Services.

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E. Response and Follow-Up Times. Target response and follow-up times are set forth below for the applicable Support levels. Receipt of a Support request and necessary information is required for Netskope to commence Error correction efforts to address performance deficiencies in the Services, including providing a Workaround and/or correcting reproducible Errors in the Services or Software.

Support Services	Basic Support	Premium Support and Premium Plus Support
Hours of Operation	Business hours	24/7/365
Email/Web support	Yes	Yes
Phone Support	No	Yes
Off hours on-call support	No	Yes
Notifications (Change, Maintenance, Upgrades, Updates, etc.)	Yes	Yes
Knowledge Hub access	Yes	Yes
Initial Response Times	Basic Support	Premium Support and Premium Plus Support
P1 (Urgent)	< 2 hours during business hours	< 30 minutes
P2 (High)	1 business day	< 2 hours
P3 (Normal)	2 business days	< 8 hours
P4 (Low)	5 business days	< 24 hours
Target Follow-Up Times	Basic Support	Premium Support and Premium Plus Support
P1 (Urgent)	Daily	Every 2 hours, or mutually-agreed interval
P2 (High)	Every 2 days	Daily
P3 (Normal)	Every 8 days	Weekly
P4 (Low)	Upon resolution	Monthly

F. Information Required for Support Requests. For Netskope to respond to Support requests and correct Errors or diagnose issues with Hardware or Software, Customer shall notify Netskope and provide Netskope with reasonable cooperation and available information sufficient to enable Netskope to locate and reproduce the Error or diagnose the Hardware or Software issue. When contacting Netskope to initiate a Support request, the Customer contact will provide the following information as available, and will update Netskope as additional information becomes available. Customer's failure or delay in providing requested information may prevent Netskope from timely diagnosing and resolving the issue.

Problem Statement: Identify clearly and specifically the Error experienced.

Steps to Reproduce: How Netskope can reproduce the Error.

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**Impact Statement:** How the problem is impacting Customer's business. For example, user is not able to access a specific application or not able to login to Netskope UI.

**Additional Contact Information:** Any additional phone numbers or email addresses that may be required for a follow-up or further contact.

**Troubleshooting:** Any troubleshooting steps already performed by Customer.

**Hardware Diagnostics:** Any log files, trace and systems files for the affected units.

**Screenshots and error messages:** Any available screenshots, and specific error messages.

**Network information:** Source IP address, public IP address, trace route and ping information.

**Software Diagnostics:** Log files (client side).

**Screen sharing (e.g., Zoom) with Netskope of a Customer computer display (optional).**

## V. Hardware Support.

A. **Software Releases.** For current Subscriptions that include Hardware, Support also includes access to Updates. For selected Services (including Netskope IoT Security Services), installation and configuration of Updates is implemented remotely by Netskope in accordance with Netskope Software release processes; Customer is responsible for ensuring that system configurations allow Netskope to remotely access Hardware and install current Updates. Support for such Services does not include prior release versions no longer supported by Netskope; access to and use of such Services may require installation of the current Update. For other Services (including Netskope Borderless SD-WAN Services), Netskope will make Updates available on the Services portal. Installation and configuration of such Updates is not included as part of Support and is the responsibility of the Customer. Netskope will provide Support for Software release versions in accordance with its published software life cycle policy; Support does not include prior release levels no longer supported in accordance with the policy and may require installation of the current Update. Support does not entitle Customer to software that is designed to provide access to subscription services or functionality that are not included in Customer's current Subscription. Correction of Errors or Hardware issues may require implementation of a currently supported Update.

B. **Hardware Replacement.** Hardware replacement services applicable to Customer's Subscription are described at <https://www.netskope.com/hardware-terms>. Support does not apply to third party hardware not provided by Netskope. Netskope may, at its option, replace Hardware with current models or refurbished units. However, Support and Hardware replacement do not entitle Customer to Hardware upgrades or replacement of Hardware no longer supported with current models; replacement with current models is subject to purchase by Customer.

C. **Exclusions; Unauthorized Equipment.** Netskope shall not be responsible or liable for correcting any Errors that are not reproducible by Netskope or problems due to: (i) Customer's failure to implement Updates made available under Support; (ii) the use or operation of the Hardware other than as set forth in the Hardware Documentation; (iii) any customizations, alterations, modifications of or additions to the Software other than Updates; or (iv) accident, negligence, improper installation, environmental factors, or misuse of the Hardware. Software licenses are not transferable to, and Netskope does not extend Support or provide Updates for, any Hardware units purchased from any third party that is not an authorized Netskope reseller.

VI. **Additional Support Provisions.** Netskope will also provide the following as part of Support:

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- A. Notice of P1 and P2 Issues by Netskope. Netskope will use reasonable efforts to promptly notify Customer if Netskope becomes aware of a P1 or P2 issue affecting Customer.
- B. Correction Plan. In each instance of a confirmed P1 or P2 Error reported by Customer, Netskope will, after the initial response to such report, provide to Customer, within a time frame mutually agreed upon by the parties, an action plan for resolution of the Error. Customer shall have access to the current status of any issue ticket in the Netskope Support Portal.
- C. Support Targets. In the event that Netskope fails to achieve any Service level target set forth above for a P1 or P2 Error, Netskope shall, as soon as practicable after the resolution of the Support request, (i) perform a root-cause analysis to identify the cause of such failure; (ii) provide Customer with a report detailing the cause of, and procedure for correcting, such failure; and (iii) provide Customer with the measures that Netskope is taking to prevent similar failures.
- D. Support Resources. Customer will, without additional charge, have 24×7 access to any Internet based technology support and download facilities, bulletin boards, and websites relating to the Services that is generally provided by Netskope to its customers.

## VII. Contacts and Escalation.

### A. Contacting Netskope Support

By web: (Preferred)	By email:	By telephone:
		US: 1-800-685-2098
		UK: 44-8455280141
Netskope support portal:	support@netskope.com	Australia: 1-800-505-486
<a href="https://support.netskope.com">https://support.netskope.com</a>		Europe: 44-8455280141
		Singapore: 80-0130-2191
		India: 00080-0100-4400

B. Escalation Procedure. Support includes the ability to escalate Support requests that are not addressed within the target times above to the Support Technical Leads and Management team by email to [netskope-support-leads@netskope.com](mailto:netskope-support-leads@netskope.com), stating the reason and business impact for the escalation.

## SERVICE LEVELS

### I. Availability Measurement and Credits.

#### A. Definitions.

##### Availability.

For Inline Services, “Available” or “Availability” means the availability of the Netskope data centers providing the Inline Services to accept data packets and transmit to/from Internet destinations, and does not include availability of the web user interface (UI) and REST APIs. “Inline Services” with respect to Availability means Netskope Private Access (NPA), Netskope Secure Web Gateway (SWG), Netskope Next Gen Secure Web Gateway (NG SWG), Netskope Cloud Inline (CASB-Inline) and Netskope Cloud Firewall (CFW) Services, in each case deployed as to allow for real-time visibility and control, and configured by Customer or Netskope, as applicable, for failover to alternate Netskope data centers.



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For Netskope Borderless SD-WAN Services, “Available” or “Availability” means the Netskope Hosted Borderless SD-WAN Management Console is operational and accessible to the Customer.

For all other Services, “Available” or “Availability” means the time the Services are available for access and use by Customer and Customer’s users over the Internet, and all features and functions of the Services, including web user interface (UI) and REST APIs, are operational in material conformity to the applicable Documentation.

“Availability Percentage” means the average percentage of time which a Service is Available during a calendar month, excluding unavailability attributable to any Availability Exclusions.

“Availability Exclusions” means

outages/degradations of performance due to any intermediate Internet service provider (“ISP”) or other public Internet infrastructure, but not including the data center facilities, equipment, and other physical infrastructure operated by Netskope to provide the Services as well as Netskope Internet connectivity that is under Netskope’s control;

failures/problems caused by equipment, software, systems, or Internet connectivity, or their respective configurations, that are controlled or operated by Customer;

failures/problems caused by Customer’s implementation, including steering, application connector or other configuration related issues;

Customer’s unavailability, failure or delay in actions required to restore the Services, including Customer’s failure to timely provide accurate and current contact or other necessary information, and Customer’s failure to implement Software updates, workarounds or configuration changes recommended by Netskope;

Force majeure events affecting the Services, including, without limitation, fire, flood, earthquake, act of God, war, riot, civil disorder, government inaction, restrictions or intervention, telecommunications outages, restrictions, or disruptions, shortages in supply or capacity of third parties, or any other event beyond the reasonable control of Netskope (“Force Majeure”);

suspension of the Services by Netskope as necessary to protect the security of Customer, other customers or the Services;

for all Services other than Inline Services and Netskope Borderless SD-WAN Services, Planned Maintenance up to 2 hours per month; and

for Netskope Borderless SD-WAN Services, all Planned Maintenance, and Emergency Maintenance. “Emergency Maintenance” means circumstances where, in Netskope’s reasonable judgment, the maintenance cannot be performed as Planned Maintenance due to the urgent nature of the threat or potentially negative impact of failure to perform the maintenance.

B. Credits (Availability). If the Services do not achieve the Availability Percentage during any month as provided below, Netskope shall provide a credit equal to the equivalent of the number of Credit Days in the table below for the affected Service. Each Credit Day is 1/365th of the annual fee for the affected Service.

For Inline Services (excluding China Elite or China Premium):

Availability Percentage	Credit Days
>= 99.999%	0 Days
99.99% - < 99.999%	2 Days
99.00% - < 99.99%	5 Days



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Availability Percentage	Credit Days
98.00% - < 99.00%	10 Days
< 98.00%	24 Days
For China Elite:	
Availability Percentage	Credit Days
>= 99.99%	0 Days
99.80% - < 99.99%	2 Days
99.00% - < 99.80%	5 Days
98.00% - < 99.00%	10 Days
< 98.00%	24 Days
For China Premium:	
Availability Percentage	Credit Days
>= 99.9%	0 Days
99.50% - < 99.9%	2 Days
98.00% - < 99.50%	5 Days
96.00% - < 98.00%	10 Days
< 96.00%	24 Days
For Netskope Borderless SD-WAN Services:	
Availability Percentage	Credit Days
>= 99.99%	0 Days
99.00% - < 99.99%	2 Days
97.00% - < 99.00%	5 Days
95.00% - < 97.00%	10 Days
< 95.00%	24 Days
For all other Services:	
Availability Percentage	Credit Days
>= 99.9%	0 Days
99.00% - < 99.9%	2 Days
97.00% - < 99.00%	5 Days
95.00% - < 97.00%	10 Days
< 95.00%	24 Days

## II. Latency Measurement and Credits.

### A. Definitions.

“Round-Trip Processing Latency” means the measure of time beginning when the Inline Services receive a request for a particular transaction from an end-user until the Inline Services respond to the end-user, less the time taken by 3rd parties to receive and respond to the same transaction and

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the time taken for DLP and threat scanning. Round-Trip Processing Latency does not apply to transactions covered by Latency Exclusions.

“Inline Services” with respect to Round Trip Processing Latency means Netskope Secure Web Gateway (SWG), Netskope Next Gen Secure Web Gateway (NG SWG), Netskope Cloud Inline (CASB-Inline) and Netskope Cloud Firewall (CFW) Services, deployed as to allow for real-time visibility and control, and configured by Customer or Netskope, as applicable, for failover to alternate Netskope data centers. “Inline Services” with respect to Round Trip Processing Latency excludes the web user interface (UI) and REST API’s as well as Netskope Borderless SD-WAN Services and Netskope IoT Security Services.

“Latency Exclusions” means otherwise-qualified Inline Service transactions which:

Contain a greater than 1 MB (megabyte) request or response.

Are subject to a Force Majeure event.

“Hourly Round-Trip Processing Latency” means the average of all data points for Round-Trip Security Processing Latency in any hour.

“Decrypted Transactions” means HTTPS transactions where TLS/SSL decryption takes place.

“Non-Decrypted Transactions” means HTTP transactions and HTTPS transactions where no TLS/SSL decryption takes place.

B. Credits (Latency). For failure to meet the applicable Latency SLA during any calendar month, Netskope will provide a credit equal to the Credit Days divided by the number of days in the affected month, times one month of fees for the affected Service.

For Decrypted Transactions:

95th Percentile of Hourly Round-Trip Processing Latency	Credit Days
<50ms	N/A
>=50ms but <75ms	7 Days
>=75ms but <100ms	15 Days
>=100ms	30 Days

For Non-Decrypted Transactions:

95th Percentile of Hourly Round-Trip Processing Latency	Credit Days
<10ms	N/A
>=10ms but <20ms	7 Days
>=20ms but <30ms	15 Days
>=30ms	30 Days

### III. Malware Protection Measurement and Credits.

#### A. Definitions.

“Identified Malware” means malicious software, including viruses and the like, designed to interfere with the normal function of a computer or network of computers, for which: a signature has already been made publicly available for a minimum of one (1) hour for configuration by Netskope’s third party commercial scanner; and

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is included in the Wild List and identified as being “In the Wild” by a minimum of three (3) Wild List participants.

“Transaction” means an HTTP or HTTPS request sent to or from Customer through its use of Netskope Secure Web Gateway (SWG), Netskope NG Secure Web Gateway (NG SWG) or Cloud Inline (CASB-Inline).

“Identified Malware Secure Rate” means during any calendar month, the number of Transactions with Identified Malware secured by the Services, divided by total Transactions with Identified Malware received by Netskope through Customer’s Services.

B. Credits (Malware Protection). If the Services do not achieve an Identified Malware Secure Rate of 100% during any calendar month, Netskope shall provide a credit equal to the number of Credit Days in accordance with the actual Malware Capture Rate as set forth in the table below for the affected Services. Each Credit Day is 1/365th of the annual fee for the affected Service.

Malware Capture Rate	Credit Days
>= 99.00%	7 Days
< 99.00% but >= 98.00%	15 Days
< 98.00%	30 Days

For the Identified Malware Secure Rate service level and credit to apply, Customer must utilize the Services with Netskope Threat Protection and otherwise in accordance with the recommended threat protection settings on Customer’s user interface. Customer’s systems are deemed to be infected if an Identified Malware contained in a Transaction received through the Services has been activated within Customer’s systems, either automatically or with manual intervention. If Netskope detects but does not secure an Identified Malware, Customer agrees to cooperate with Netskope nonetheless to identify and delete the Identified Malware.

IV. Claims. To receive an Availability, Latency or Malware Protection credit, Customer must notify Netskope in writing within 15 days after the end of the month in which the credit arose; any credits not claimed within that period are waived and forfeited. Credits shall be applied against the next Services renewal and shall not be cumulative beyond a total of 30 days of fees for the affected Service during any Services annual period. Credits and rights of termination below are the sole and exclusive remedies for failure to meet the service levels above. Netskope will, upon request, make available a report of the Availability and Latency for each month, upon request to the extent such information is not available through the Service.

#### V. Termination Rights.

A. Availability. In addition to any termination rights in the Agreement, (a) with respect to Inline Services (excluding China Elite or China Premium), if Netskope fails to meet an Availability Percentage of (i) 99.999% during 2 consecutive calendar months; (ii) 99.999% during any 3 calendar months within a 12 month period; or (iii) 97% for any single month; and (b) with respect to Services other than Inline Services (excluding China Elite or China Premium) and Netskope Borderless SD-WAN Services, if Netskope fails to meet an

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Availability Percentage of (i) 99.9% during 2 consecutive calendar months; (ii) 99.9% during any 3 calendar months within a 12 month period; or (iii) 95% for any single month; then in the event of (a) or (b), Customer may terminate the affected Services upon written notice to Netskope without further obligation or liability to Netskope and Netskope shall refund the pro rata portion of any pre-paid fees received by Netskope for the remaining Services Subscription Period after the effective date of termination.

B. Latency. In addition to any termination rights in the Agreement, (a) with respect to Inline Services and Decrypted Transactions, if Netskope fails to meet a 95th Percentile of Hourly Round-trip Processing Latency of: (i) less than 50 ms during 2 consecutive calendar months; (ii) less than 50 ms during any 3 calendar months within a 12 month period; or (iii) less than 100 ms for any single month; and (b) with respect to Inline Services and Non-Decrypted Transactions, if Netskope fails to meet a 95th Percentile of Hourly Round-trip Processing Latency of: (i) less than 10 ms during 2 consecutive calendar months; (ii) less than 10 ms during any 3 calendar months within a 12 month period; or (iii) less than 30 ms for any single month; then in the event of (a) or (b), Customer may terminate the affected Latency Inline Services upon written notice to Netskope without further obligation or liability to Netskope and Netskope shall refund the pro rata portion of any pre-paid fees received by Netskope for the remaining Services Subscription Period after the effective date of termination.

#### GENERAL

A. Warranty; Disclaimer. Netskope warrants that the Support shall be performed in a professional manner by qualified personnel familiar with the Services. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, NETSKOPE MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS REGARDING THE SUPPORT, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND NETSKOPE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE SUPPORT AND SERVICE LEVEL TERMS CONSTITUTE A SERVICE CONTRACT AND NOT A WARRANTY REGARDING THE SERVICES OR RELATED PRODUCTS; THE SERVICES AND ANY RELATED PRODUCTS PROVIDED BY NETSKOPE ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN NETSKOPE'S SUBSCRIPTION SERVICES AGREEMENT OR OTHER AGREEMENT SIGNED BY NETSKOPE AND CUSTOMER. THESE SUPPORT AND SLA TERMS DO NOT CHANGE OR SUPERSEDE ANY WARRANTIES OF SUCH AGREEMENT.

B. Limitation of Liability. IN NO EVENT SHALL NETSKOPE'S LIABILITY RELATING TO PROVISION OF SUPPORT OR THESE SUPPORT AND SLA TERMS EXCEED THE AMOUNT ACTUALLY RECEIVED BY NETSKOPE FOR THE SUPPORT GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NETSKOPE BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, OR FOR ANY SPECIAL INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY RELATING TO SUPPORT, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT

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LIABILITY) OR OTHERWISE. THE PARTIES ACKNOWLEDGE THAT THE SUPPORT CHARGES WERE DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

C. Governing Law. The governing law and jurisdiction set forth in Netskope's Subscription Services Agreement (or other agreement signed by Netskope and Customer) shall apply.

D. Entire Agreement Severability. These Support and SLA terms together with Netskope's Subscription Services Agreement (or other agreement signed by Netskope and Customer) constitute the entire agreement between Customer and Netskope with respect to Support and supersedes any other verbal or written communications or advertising. If any provision of these terms is held invalid, the remainder of these terms will continue in full force and effect.

Version updated February 13, 2023.

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## **9) ADDENDUM II**

# Professional Service Packages

Data Sheet 

## Overview

We have created Netskope Professional Services (PS) Packages to easily address our customers' needs and accelerate our customers' time to value. Our packages streamline the process of engaging Netskope Professional Services based on implementation best practices we gained through thousands of customer deployments.

Packages represent big engagements; customers are buying an outcome, not a pool of hours. This is the new way of delivering services in the Cloud era. The use of packages also reduces lengthy legal reviews as they are standard and predefined.

Both existing and new customers can take advantage of our new PS Packages. If you are new to the Netskope work or if you are already using some of our SSE features, you can find the perfect package to suit your needs.

All packages come in T-shirt sizes to fit the scale of the work required for each occasion. New customers will need, in addition to the packages best tailored to their Netskope solution, the Foundational Component Deployment package.

Each solution pillar comes with its unique packages, as shown below.

NG SWG	Cloud Inline	NPA	Email DLP	CASB API	SSPM	CSPM	IaaS Storage Scan	Risk Insights
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**NOTE:** All delivery conducted remotely. Onsite packages are sold separately as an add-on.

## Sample Package Summary

Period of performance	150 days from Netskope's receipt of purchase order
Average time to completion	Specific to each package
Average hours required	Specific to each package
After-hours work	Not included—All work performed during customer business hours
Onsite work	Not included

## How to purchase

In lieu of a traditional Statement of Work to be signed by both parties, PS Packages will be quoted in an order form with package descriptions provided to the customer.

### Package descriptions include:

Package-specific Summary:  
 Activities | Outcomes | Exclusions

Duties and Responsibilities:  
 Netskope | Customer (General & Technical)

Terms and Conditions

For additional information, questions, and quoting regarding PS Packages, please contact your Netskope Account Representative.

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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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Effective September 1, 2015**

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.

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

**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**

**Presidio Networked Solutions, LLC**

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

Presidio Networked Solutions LLC

DocuSigned by:  
*Pedro Allende*  
By: \_\_\_\_\_  
Name: Pedro Allende  
Title: Secretary  
Date: 6/14/2023 | 4:57 PM EDT

By:  \_\_\_\_\_  
Name: Jay Staples  
Title: Assistant General Counsel  
Date: May 22, 2023