FL [DIGITAL SERVICE]

Department of MANAGEMENT SERVICES

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

AGENCY TERM CONTRACT
FOR
EMAIL SECURITY
DMS-22/23-161C
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
ST. LOUIS BASED WORLD WIDE TECHNOLOGY, INC.

AGENCY TERM CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES ON BEHALF OF FLORIDA DIGITAL SERVICE (Department), with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and ST. LOUIS BASED WORLD WIDE TECHNOLOGY, INC. (Contractor), with offices at 1 World Wide Way, St. Louis, MO 63146, 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-22/23-161, Email Security 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-22/23-161.

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-22/23-161;
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-22/23-161 shall control.

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

6.0 Amendments

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

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

7.0 Contract Notices

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

8.0 Contract Contacts

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

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

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

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

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

8.2 The Department's Contract Manager is:

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

The Contract Manager will perform the following functions:

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

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

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

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

Carol Harting
Business Development Mgr
1 World Wide Way
St. Louis, MO 63146
Telephone: (314) 995-6103
Email: carol.harting@wwt.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.

ST. LOUIS BASED WORLD WIDE
TECHNOLOGY, INC.:

DocuSigned by:

E5C8AD825C76425...

Authorized Signature

Greg Brush

Print Name

AVP Public Sector

Title

6/30/2023 | 11:36 AM CDT

Date

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES:

DocuSigned by:

Pedro Allende

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Pedro Allende, Secretary

6/30/2023 | 12:38 PM EDT

Date

FL [DIGITAL SERVICE]

Department of MANAGEMENT SERVICES

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

Exhibit "A"

Request for Quotes (RFQ)

DMS-22/23-161

Email Security 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: 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: An email security solution that ensures the availability, integrity and authenticity of email communications by protecting against the risk of email threats.

2.0 OBJECTIVE

Pursuant to section 287.056(2), F.S., the Department intends to purchase an email security solution for use by the Department and Customers to analyze incoming email messages and detect potential threats in real-time as specified in this RFQ.

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

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

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

3.0 DESCRIPTION OF PURCHASE

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

4.0 BACKGROUND INFORMATION

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

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

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

5.0 TERM

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

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 analyze incoming email messages and detect potential threats in real-time. The Solution shall be designed to be highly effective at identifying and blocking malicious emails, while minimizing false positives (legitimate emails that are mistakenly blocked). The Department is seeking the following two major solution types of email security:

Secure Email Gateway (SEG) — for both inbound and outbound email provided as a cloud service. This service must process and filter Simple Mail Transfer Protocol (SMTP) traffic and will require organizations to change their Mail Exchange (MX) record to point to the SEG. This type of solution is traditionally used for organizations that do not use cloud provided mail services such as Microsoft Office 365 and Google Workspace.

Integrated Cloud Email Security (ICES) — cloud email providers (e.g., Microsoft and Google) provide built-in email security hygiene capabilities. ICES capabilities supplement these native features. These solutions use API access to the cloud email provider to analyze email content without the need to change the MX record.

6.1.1. Multi-Tenant

The Solution shall support a multi-tenant, multi-organization architecture. Each tenant must have its own instance and each instance must aggregate up to a single instance and view. The aggregated instance will support enterprise security operations.

6.1.2. Content Disarm and Reconstruction

The Solution shall break down files to their discrete components in real-time and reconstruct a clean version of the email, removing anything that doesn't conform with the file type specifications, an International Organization for Standardization (ISO) standard, or company policy.

6.1.3. Multi-Source Mail Traffic Analysis

The Solution shall allow Customer configurations that have the ability to analyze emails sent and received internally and externally to and from the Customer.

6.1.4. Display Name Spoof Detection

The Solution shall detect spoofed messages based on email headers and sender names, using fuzzy matching of sender names with a predetermined list of names that are likely to be targeted.

6.1.5. Anti-Phishing Capabilities

The Solution shall provide techniques and technologies that prevent and counteract phishing attempts, unauthorized access, and theft. The Solution shall include, but not be limited to, the following capabilities:

6.1.5.1. Uniform Resource Locator (URL) and Domain Analysis: The Solution shall analyze URLs and domains in email messages to identify potential phishing attacks. This includes the ability to detect fake domains and URLs that mimic legitimate sites.

6.1.5.2. Content Analysis: The Solution shall analyze the content of email messages, including attachments and links, to identify phishing attempts. This includes the ability to detect malicious attachments and links that lead to phishing sites.

6.1.5.3. Behavioral Analysis: The Solution shall analyze the behavior of email messages, including sender behavior and user behavior, to identify potential phishing attacks. This includes the ability to detect suspicious email senders, unusual email patterns, and other anomalies that may indicate a phishing attempt.

6.1.5.4. Real-Time Threat Intelligence: The Solution shall leverage real-time threat intelligence feeds to identify and block known phishing attacks. This includes the ability to integrate with threat intelligence platforms and services to stay up-to-date with the latest threats.

6.1.6. Domain-based Message Authentication, Reporting and Conformance (DMARC) on Inbound Email

The Solution shall enforce domain-based message authentication, reporting, and conformance on inbound email traffic to protect internal users from receiving spoofed external messages.

6.1.7. Product Usability

The Solution shall provide easy to understand, user-friendly interfaces with intuitive designs to facilitate user engagement, and clear documentation and support resources which instruct on use of the Solution.

6.1.8. Anomaly Detection

The Solution shall use email telemetry and analytics to detect spam and phishing, non-rule-based detection, based on metadata such as sender reputation, recipient, and envelope, email content, and communication history.

6.1.9. Lookalike Domain Detection

The Solution shall find the use of lookalike domains, also referred to as "cousin domains."

6.1.10. Remote Browser Isolation

The Solution shall reformat websites to remove security risks and provide clean rendering of the content to the client browser.

6.1.11. URL Rewriting and Time-of-Click Analysis

The Solution shall rewrite URLs to defend users by converting to non-clickable URL, replacing with plain text, or redirecting to a URL inspection service.

6.1.12. Network Sandbox

The Solution shall inspect attachments and embedded URLs in a secured sandbox and identify malware that attempts to detect being run in a virtualized sandbox environment.

6.1.13. Scalability

The Solution shall allow the mail exchange gateway to handle increased email traffic as the number of users grows over time.

6.1.14. Performance

The Solution shall allow the mail exchange gateway to process emails quickly and efficiently to ensure timely delivery.

6.1.15. Compatibility

The Solution shall have the ability to seamlessly integrate with other email systems and protocols.

6.1.16. Customization

The Solution shall offer a range of customization options to meet the specific needs of the organization and a user-friendly interface that is easy to set up and manage.

6.1.17. Administration and Configuration

The Solution shall provide robust administrative capabilities that allow organizations to manage and customize their email security policies and settings. Some of the key administrative capabilities include:

6.1.17.1. Policy Management: The Solution shall provide the ability to create and enforce email security policies that align with the Customer's security requirements. This shall include policies for anti-spam, anti-phishing, anti-malware, data loss prevention, encryption, and email archiving.

6.1.17.2. User Management: The Solution shall provide the ability to manage user accounts, roles, and permissions. This shall include the ability to create and delete user accounts, manage access rights, and configure authentication mechanisms such as single sign-on (SSO).

6.1.17.3. Configuration Management: The Solution shall provide the ability to configure email security settings such as transport rules, content filtering, quarantine settings, and notification settings. This shall include the ability to customize the security settings based on the organization's specific requirements.

6.1.17.4. Reporting and Analytics: The Solution shall provide the ability to generate detailed reports on email traffic, security incidents, policy violations, and user activity. This shall include the ability to customize and schedule reports for compliance and auditing purposes.

6.1.17.5. Integration and Automation: The Solution shall provide the ability to integrate with other security solutions and automate routine tasks such as policy updates, threat detection, and incident response. This shall include the ability to leverage APIs and connectors to integrate with third-party security solutions.

6.1.17.6. Audit and Compliance: The Solution shall provide the ability to track and log all email-related activities and events to ensure compliance with regulatory and industry standards. This shall include the ability to generate audit trails, provide access logs, and support eDiscovery requests.

6.1.18. Compliance and Third-Party Certification

The Solution shall comply with relevant standards like General Data Protection Regulation (GDPR), Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act, Personally Identifiable Information (PII) data requirements, Driver Privacy Protection Act, and third-party certifications such as Systems and Organizations Controls 2 (SOC 2) and International Organization for Standardization (ISO) 27001. The Department, Purchaser, or Customer may require Contractor(s) to execute security agreements, including but not limited to, CJIS riders or Business Associate Agreements as a condition of performance or purchase order issuance.

6.1.19. Integration

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

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

6.1.19.3. The Solution shall be capable of integrating with a variety of identity and access management (IAM) systems, as well as with the applications and systems that require authentication, to meet Customer current and future needs.

6.1.19.4. Initial Integration shall include connecting each Customer to the state Cybersecurity Operations Center (CSOC) and validating with FL[DS] that all Solution data is properly integrated, as requested by the Customer.

6.1.19.5. Integration Maintenance may be required after initial integration to ensure that the Solution properly exchanges data between Customers 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 vendor shall propose meaningful financial consequences in the draft performance and availability SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.2. Training and Support

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

6.2.1. Consult with and the Department, the Purchaser, and the Customer to ensure the Department, the Purchaser, and the Customer have the information necessary for decision-making.

6.2.2. Adhere to the FL[DS]-approved training SLA that specifies the objectives, description of the materials/resources provided to meet the objectives, suggested method of training (in-person, live webinar, online course, etc.), and specific training suggested for each user roles.

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

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

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

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

6.3. Kickoff Meeting

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

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

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

6.4. Implementation

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

The Implementation Plan must include the following at a minimum:

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

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

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

6.4.4. Describe necessary training, method of training (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. Future Integrations and Other Services

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

6.6.1.1. Adhere to the FL[DS]-approved SLA for future integrations which include services and solutions that augment, enhance, or expand the Solution in a meaningful way.

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

7.0 DELIVERABLES

Deliverables for each Purchase Order may be submitted earlier than the delivery dates listed in **Table 1**. All deliverables are subject to the approval and acceptance of the Purchaser. The Contractor shall provide the services identified in **Section 6.0**, Scope of Work, to complete the deliverables as described in **Table 1** below. The Contractor will not be compensated for the kickoff meetings, or any work performed before or during the development of the Implementation Plan. Once the Implementation Plan is approved in writing by the Purchaser, FL[DS] (if applicable), and the Customer, as applicable, the Contractor shall provide the Customer with access to the software in accordance with the approved Implementation Plan (Final Implementation Plan). Once software access is granted to the Customer, and the Customer confirms receipt, the Contractor will invoice the Purchaser at the pricing established in Attachment A, Price Sheet, within thirty (30) days. The Contractor will be compensated, annually, in advance, for the Solution for each PO in accordance with this RFQ. The Purchaser may waive or amend any due dates in writing at its sole discretion.

TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES

No.	Deliverable	Time Frame	Financial Consequences
1	The Contractor shall host a kickoff meeting with the Purchaser individually, and kickoff meeting with each additional Customer, and FL[DS] (if applicable) in accordance with the PO, and any applicable ATC.	The Contractor shall host the meeting within five (5) calendar days of PO issuance.	Financial consequences shall be assessed in the amount of $100 per calendar day, beginning on the first calendar day after deliverable due date.

TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES

No.	Deliverable	Time Frame	Financial Consequences
2	The Contractor shall submit the Implementation Plan timely and in accordance with the PO and any applicable ATC.	The Contractor shall collaborate with the Customer and submit each Customer's Implementation Plan to the Purchaser and each additional Customer within 10 calendar days of PO issuance.	Financial consequences shall be assessed in the amount of $100 per calendar day, beginning on the first calendar day after the deliverable due date until the Customer Implementation Plan is received. Financial consequences shall also be assessed for a Customer's Implementation Plan submitted that is not in accordance with the PO and any applicable ATC, in the amount of $500 for each incomplete Implementation Plan.
3	The Contractor shall provide Solution access and all services in the Final Implementation Plan in accordance with this PO and any applicable ATC.	The Contractor shall provide Solution access and complete all requirements established in the Final Implementation Plan timely and accurately.	Financial consequences shall be assessed in the amount of $100 per calendar day, beginning on the first calendar day after any due date specified in the Final Implementation Plan, until the requirement is accurately completed. 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.

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.	QBRs are due 15 calendar days after the end of the quarter (January - March, April - June, July - September, and October - December). Monthly Implementation Reports are due five (5) calendar days after the end of the month. Monthly Training Reports are due five (5) calendar days after the end of the month. Monthly Service Reports are due five (5) calendar days after the end of the month. Ad hoc reports are due five (5) calendar days after the request by the Purchaser.	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.

The 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 email security 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 SLA for future integrations and/or other services, if applicable, per section 6.6.1 with pricing.

e. A draft disaster recovery plan per section 32.5.

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

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

4) Detail regarding any value-added services.

5) **Attachment A**, Price Sheet, containing pricing for Section III for Secure Email Gateway (SEG) and/or Section IV for Integrated Cloud Email Security (ICES), and completed in accordance with the instructions provided in this RFQ.

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

7) **Non-Disclosure Agreement** executed by the vendor.

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

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

Note: If the vendor considers any part of its response to the RFQ to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), it shall provide the Department with a copy of its response with such Confidential Information redacted in accordance with Section 21.

11.0 TIMELINE

EVENT	DATE
Release of the RFQ	May 15, 2023
Pre-Quote Conference Registration Link: https://us02web.zoom.us/j/89727892578?pwd=REEwZUwrMmIyVFlDbHZVRTlzbUZHUT09	May 18, 2023, at 2:00 p.m., Eastern Time
Responses Due to the Procurement Officer, via email	May 24, 2023, by 5:00 p.m., Eastern Time
Solution Demonstrations and Quote Negotiations	May 25-30, 2023
Anticipated Award, via email	May 30, 2023

12.0 PROCUREMENT OFFICER

The Procurement Officer for this RFQ is:

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

13.0 PRE-QUOTE CONFERENCE

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

14.0 SOLUTION DEMONSTRATIONS

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

15.0 QUOTE NEGOTIATIONS

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

16.0 SELECTION OF AWARD

The Department intends to select one (1) or more vendor(s) that provide the overall best value to the State. The Department will consider all aspects of submitted Quotes when making a selection, including the proposed Solution, how it meets the requirements, benefits to the State, and price.

17.0 RFQ HIERARCHY

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

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

18.0 DEPARTMENT'S CONTRACT MANAGER

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

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

19.0 PAYMENT

19.1 The Contractor will be compensated in advance, annually, for all Deliverables per PO. Once the Implementation Plan is approved by the Purchaser, FL[DS] (if applicable) and the Customer in writing, the Contractor shall provide the Customer with access to the software in accordance with the Final Implementation Plan. Once software access is granted to the Customer, and the Customer confirms receipt, the Contractor will submit one (1) invoice to the Contract Manager specified in the PO indicating the date the Customer received the software access.

19.2 On each invoice, the Contractor shall certify that all costs and fees claimed in the invoice statement for payment are accurate and were performed in furtherance of the PO.

19.3 Contractor compensation will be exclusively made in accordance with the terms of this RFQ, any applicable ATC, and the PO. The Purchaser will not reimburse the Contractor for any other expenses associated with, or related to, any applicable ATC or resultant PO(s). For example, travel related expenses, including lodging, mileage, vehicle rental, and food, will not be subject to reimbursement.

19.4 Purchasers shall pay invoices in accordance with their governing laws and regulations, which shall govern the rights and obligations of the Purchaser and the Contractor. The Department shall pay invoices submitted by the Contractor in accordance with the provisions of section 215.422, F.S., which shall govern the rights and obligations of the Department and the Contractor.

19.5 The Contractor is responsible for the performance of all tasks and deliverables contained in any applicable ATC or PO.

20.0 PUBLIC RECORDS AND DOCUMENT MANAGEMENT

20.1 Access to Public Records

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

20.2 Contractor as Agent

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

1) Keep and maintain public records required by the public agency to perform the service.
2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the PO term and following the completion of the PO if the Contractor does not transfer the records to the public agency.
4) Upon completion of the PO, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the PO, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the PO, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Purchaser, upon request from the Purchaser's custodian of public records, in a format that is compatible with the information technology systems of the Purchaser.
5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE PURCHASE ORDER, CONTACT THE FOLLOWING CONTACTS:**

   DEPARTMENT:
   CUSTODIAN OF PUBLIC RECORDS
   PHONE NUMBER: 850-487-1082
   EMAIL: PublicRecords@dms.fl.gov
   MAILING ADDRESS: 4050 ESPLANADE WAY, SUITE 160 TALLAHASSEE, FL 32399.

   OTHER PURCHASER:
   CONTRACT MANAGER SPECIFIED ON THE PO

20.3 Public Records Exemption

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

20.4 Document Management

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

21.0 IDENITIFICATION 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 DISCRIMINATIORY, 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 20.2 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. The vendor shall provide pricing for Section III below for Secure Email Gateway (SEG) and/or Section IV below for Integrated Cloud Email Security (ICES). FL[DS] anticipates purchasing the email security Solution for FL[DS] and all Customers. 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 any applicable ATC and PO. Prices are ceiling rates inclusive of any and all costs associated with providing services.

III. Pricing - Secure Email Gateway (SEG)

Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	**<u>Initial Software Year</u>** One year of SEG software Solution as described in the RFQ per user. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ __________
2	**<u>Subsequent Software Year</u>** One year of SEG software Solution as described in the RFQ per user. To include: • **ongoing training** • integration maintenance • support services	$ __________

Optional Renewal Term Pricing (Years 4-6)		
Item No.	**Description**	**Rate Per User**
1	**<u>Initial Software Year</u>** One year of SEG software Solution as described in the RFQ per user. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ ____________
2	**<u>Subsequent Software Year</u>** One year of SEG software Solution as described in the RFQ per user. To include: • **ongoing training** • integration maintenance • support services	$ ____________

IV. Pricing - Integrated Cloud Email Security (ICES)

Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	**<u>Initial Software Year</u>** One year of ICES software Solution as described in the RFQ per user. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ ____________
2	**<u>Subsequent Software Year</u>** One year of ICES software Solution as described in the RFQ per user. To include: • **ongoing training** • integration maintenance • support services	$ ____________

Optional Renewal Term Pricing (Years 4-6)		
Item No.	**Description**	**Rate Per User**
1	**<u>Initial Software Year</u>** One year of ICES software Solution as described in the RFQ per user. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ ___________
2	**<u>Subsequent Software Year</u>** One year of ICES software Solution as described in the RFQ per user. To include: • **ongoing training** • integration maintenance • support services	$ ___________

V. ACS Price Breakdown

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

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

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

VI. 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/or IV, and V of this attachment.

VII. 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.

VIII. Value-Added Services (Optional)

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

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

Vendor Name

Signature

FEIN

Signatory Printed Name

Date

ATTACHMENT B
CONTACT INFORMATION SHEET

I. Contact Instructions

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

II. Contact Information

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

Purchase Order
Terms & Conditions
Effective September 1, 2015

Section 1. Purchase Order.

A. Composition and Priority.

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

B. Initial Term.

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

Section 2. Performance.

A. Performance Standards.

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

B. Performance Deficiency.

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees.

A. Payment Invoicing.

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

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

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 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)

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:

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.

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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Department of
MANAGEMENT
SERVICES
We Serve Those Who Serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

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

This Confidentiality and Non-Disclosure Agreement ("Agreement") is between the Florida Department of Management Services ("Department"), a state agency, and ("Recipient"), referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Recipient has or will enter into a Purchase Order or Agency Term Contract under Request for Quote No. DMS-22/23-161, Email Security 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: ___________________________

The State of Florida

Department of Management Services

Email Security Solution
RFQ Number DMS-22/23-161

Cloud Solutions (43230000-NASPO-16-ACS)

May 24, 2023

Presented by
Perry Bright
Client Manager
World Wide Technology
850-803-0076
Perry.Bright@wwt.com

wwt.com

World Wide Technology

May 24, 2023

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

RE: **WWT Response to The State of Florida Department of Management Services Request for Quote (RFQ) for Email Security Solution**

Dear Ms. Morgan:

Thank you for inviting World Wide Technology (WWT) to present the State of Florida, Department of Managed Services (the Department) with an Email Security Solution equipped with Secure Email Gateway (SEG) and Integrated Cloud Email Security (ICES) that analyze, detect and block malicious emails while minimizing false positives. Our solution showcases how our integration capabilities easily coalesce the goals of recently released RFQs, including DMS-22/23-161, and make the Department's Enterprise Cybersecurity Resiliency Program a world-class model for the nation.

WWT's solution applies enterprise wide and adheres to multiple compliance standards

For this project, WWT supplies an email security platform that deploys SEG and ICES statewide and aggregates all the tenants' instances, providing comprehensive visibility to analyze incoming email messages and detect potential threats in real-time. Our solution incorporates anomaly and display name spoof detection, content disarm and reconstruction and remote browser isolation, delivering on all Section 6.0 requirements including, real-time threat intelligence and uniform resource locator, domain, content and behavioral analyses. Also, our proposal creates a consortium contract with access to waterfall pricing for city, county and state agency security needs, empowering lower revenue-generating cities and counties to affordably acquire software, implementation, training, support and integration services WWT offers.

Our holistic plan mirrors the successful approach WWT currently employs for RFP DMS-21/22-240 Asset Discovery Software and Support. This includes ensuring compliance with the State and Local Government Cybersecurity Acts, General Appropriations Act, National Institute of Standards and Technology Cybersecurity Framework (NIST) standards and February 2021 Florida Cybersecurity Task Force Final Report findings while guarding against conflicts with Chapter 282 Florida Statues, Rule Title 60GG, Florida Administrative Code (F.A.C.) and other cybersecurity best practices.

Our staff's experience with sensitive security projects and their behavioral analysis, machine learning and threat intelligence based approach optimizes the Department's security posture

WWT is a global technology solutions provider with eleven technology and business services practices. Our security practice generates more than $2 billion in revenue through implementing security services, advisory services, product integrations and other solutions for global customers. Our team includes more than 200 former CISOs, CIOs, security analysts, architects, engineers, application developers and industry-certified professionals from some of the most reputable security companies and most sensitive customer environments in the world. This team brings strong security knowledge, experience and program management capabilities that drive your email security solution timelines, manage SLAs and accelerate security and business outcomes.

A contributing factor to this success is our system integrator role in working with leading cybersecurity cloud and software companies to provide solutions. WWT has strategically chosen to partner with Foresite and Proofpoint for this RFQ. Our collaborative approach involves a comprehensive reach across other critical technology stacks that include Cloud, AI, Digital, Application Development / Management, Networking, Storage and more to recommend solutions, integrations and automations to optimize the Department's return on investment and mature its security architecture.

WWT sandbox environments allow us to safely neutralize current and future malware threats

WWT has hundreds of Advanced Technology Center (ATC) labs that the Department and its customers can utilize to drive knowledge on specific SEG and ICES products and services, test use cases, integrate solutions together and increase adoption across the State.

We have created custom integrated labs for customers with our partners' security solutions to provide robust anti-phishing, customization and configuration capabilities. These virtualized labs also facilitate many more optimization methodologies to drive testing and secure outcomes.

WWT's past accomplishments with security projects assure the success of DMS-22/23-161

Given that the Department plans to launch many security projects at the same time, our WWT Program Management capabilities enable us to run multiple projects simultaneously, pull in resources to scale, meet project timelines and deliver with excellence. The WWT team has many templates and documents from prior engagements around the program management and security solutions that can be leveraged and customized for the Department and customers to optimize implementation times and reduce resource requirements and meetings for the Department and its customers.

Having implemented similar strategies for other projects, the following illustrates the type of success that the Department can experience with WWT as its trusted advisor for this project:

- Optimized threat response for a customer SOC by automating phishing email manual tasks for the SOC to reduce response times
- Integrated multiple threat feeds to a Security Operations Platform to increase visibility, prioritize threat remediation and mitigate risk
- Designed security architectures for customers to integrate and automate security solutions to reduce the cyber kill chain timeframe and reduce risk

WWT believes in the power of uniting employees, customers, partners and communities against cyber threats. We have a successful track record working with the State of Florida, technology vendors, customers and other integrators to increase security maturity and capabilities. As adversaries become more cunning, skilled and innovative, WWT wants to collaborate on the Department's Email Security project to continue ensuring email security for the Department from Tallahassee to Key West.

Please call me at 850-803-0076 to discuss any questions or comments about this proposal. Again, thank you for this opportunity.

Respectfully,

Perry Bright

Perry Bright
Client Manager
Perry.Bright@wwt.com

Table of Contents

10.0 RESPONSE CONTENT AND FORMAT

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

1) **Documentation to describe the email security Solution proposed and how it meets the requirements of this RFQ to include the following at a minimum:**

World Wide Technology

WWT has partnered with Foresite and Proofpoint for this response. WWT will ensure that all the Department's customers have a standard experience and solution delivered, a consistent user experience, level of sustainment effort as well as consistency with regards to onboarding, data/app hosting and sustainment processes.

Proofpoint

EMAIL PROTECTION

Email Protection

Proofpoint Email Protection provides protection from unwanted and malicious email, with granular visibility and business continuity for organizations of all sizes. These controls enable IT and security teams to have confidence that they can secure their end users from email threats, and maintain email communications in the event of an outage.

Email Fraud Defense

Proofpoint Email Fraud Defense protects your organization from today's advanced email threats including business email compromise (BEC) and consumer phishing. Visibility into who is sending email across your enterprise allows you to authorize all legitimate senders and block fraudulent emails before they reach your employees, business partners and customers.

Essentials for Small Business

Proofpoint Essentials harnesses the capabilities of Proofpoint Email Protection to fit the needs of smaller businesses. Proofpoint Essentials provides spam filtering, phishing detection, multi-layer anti-virus, a robust filter rules engine, email continuity, policy-enforced encryption, and email archive – all managed in a simple and intuitive user interface.

ADVANCED THREAT PROTECTION

Targeted Attack Protection (TAP) in Email

Proofpoint Targeted Attack Protection (TAP) helps detect, mitigate, and block advanced threats that target people through email. We detect known and unknown threats that use malicious attachments and URLs. TAP is unmatched in stopping targeted attacks that use polymorphic malware, weaponized documents, and credential-stealing phishing techniques to access sensitive information.

Threat Response

Proofpoint Threat Response is designed for security operations teams working towards security maturity, automates the threat data enrichment, forensic verification, and response processes after a security alert is received. Unlike traditional incident response process related tools, Threat Response automatically confirms malware infections, checks for evidence of past infections, and enriches security alerts by automatically adding internal and external context and intelligence.

Emerging Threats (ET) Intelligence

Proofpoint ET Intelligence is the gold standard for threat researchers, offering 100% verified threat intelligence. Unlike other intelligence sources that report only domains or IP addresses, our intel includes a five-year history, proof of conviction, more than 40 threat categories and related IPs, domains, and samples.

INFORMATION PROTECTION

Data Discover

Proofpoint Data Discover provides complete visibility and response capabilities for unstructured data in the enterprise. It automates content analysis to track information across an organization's network including email, file shares, SAN, NAS, and SharePoint sites. Data Discover automatically identifies sensitive data — including PII, PHI, and PII — at risk to unauthorized exposure and enables real-time remediation through quarantine, access revocation, or deletion.

Email DLP

Proofpoint Email DLP prevents employee negligence with more accurate and transparent control for outgoing communication. Instead of forcing your end users to make policy decisions about the nature and protection of the content they send, simply have them operate normally while our solution enforces email communication policies centrally and automatically.

Email Encryption

Proofpoint Email Encryption makes secure communication simple, seamless, and automated with policy-based encryption of messages and attachments. Protect sensitive email messages while ensuring your affiliates, business partners, and end users still have seamless access to secured messages on computers or mobile devices.

INFORMATION ARCHIVE

Enterprise Archive

Proofpoint Enterprise Archive leverages cloud intelligence to preserve, discover, and supervise business-critical information. It is a next-generation archiving solution that addresses three fundamental challenges — legal discovery, regulatory compliance and reduce cost and complexity — without the headaches of managing archiving in-house. It provides a scalable cloud architecture, guaranteed search performance, unmatched customer satisfaction, and the industry's most sophisticated encryption for complete legal and compliance control.

Foresite

The solutions proposed for Email Security Solution RFQ listed below all strive for high availability based on their architectures and processes attaining availability beyond the industry standard of 99.95%. The solution architecture is hosted in the Amazon AWS environment, with multi availability zones, which meets the 99.999% uptime requirements.

Our proposed solutions focus on achieving high availability of 99.999% (often referred to as "five nines") and are built with careful planning, architecture design and implementation.

Some key considerations and strategies we utilize to achieve such high availability are:

- Redundancy and Fault Tolerance: Solution designed with redundancy at multiple levels, including hardware, software, and data utilizing techniques such as load balancing, clustering, and replication to ensure that there are multiple instances of critical components, and failures can be automatically detected and handled without impacting the overall availability.

- Distributed Architecture: Solution distributed across multiple physical or virtual servers in different locations. This helps to mitigate the risk of a single point of failure and enables load balancing and failover mechanisms.

- Automatic Failover: Solution automated failover mechanisms to detect failures and switch to backup or redundant systems seamlessly.

- Monitoring and Alerting: Solution employs comprehensive monitoring systems to track the performance, availability, and health of the application and its underlying infrastructure.

- Scalability and Elasticity: Solution designed to scale horizontally by adding more resources or instances to handle increased load.

- Isolation and Microservices: Solution utilizes a microservices architecture where different components or services are decoupled and run independently. This allows for easier scalability, fault isolation, and independent deployment and updates, minimizing the impact of failures or changes on the overall system.

- Backup and Disaster Recovery: Solution has regular backups and robust disaster recovery mechanisms.

- Geographical Redundancy: Solution has geographical redundancy by deploying application instances in different regions or data centers.

- Continuous Deployment and Testing: Solution development embraces continuous integration, continuous deployment (CI/CD) practices, and thorough automated testing.

- Robust Infrastructure: Solution is architected in a reliable and high-performance infrastructure and utilizes cloud-based services or infrastructure-as-a-service (IaaS) providers that offer built-in redundancy and high availability features.

Foresite maintains two regionally diverse Security Operations Centers (SOCs), and the ability, as a last resort, for their analysts to work remotely in the event both SOCs are impacted and are unreachable.

Foresite has a BCP/DR Policy that is exercised routinely. As part of their Information Security Management System (ISMS), it is regularly audited by their external auditors, including ISO27001.

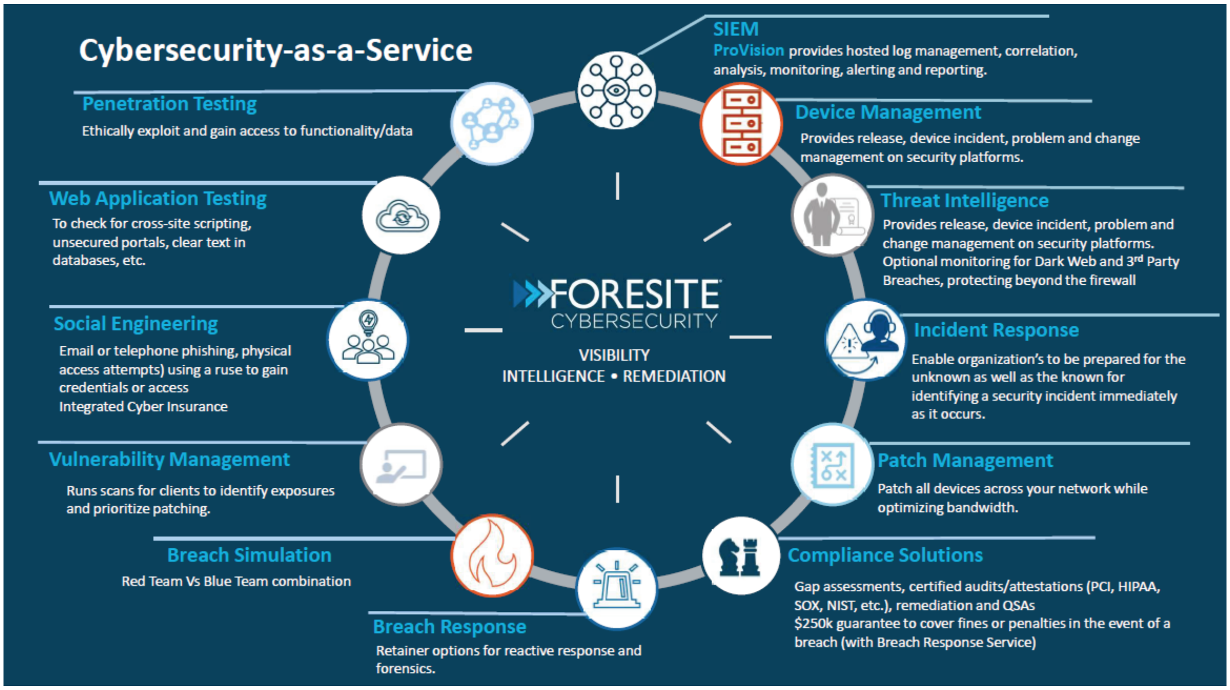
Foresite Cybersecurity's ProVision platform prioritizes reliable service with a comprehensive Disaster Recovery Plan (DRP). This plan includes a proactive structure identifying key personnel and their responsibilities, ensuring rapid response during a crisis. It covers contingencies for a range of incidents, from minor system failures to major natural disasters. The Business Continuity Team and IT Recovery Team work together to manage the recovery process, from strategic planning to the rapid restoration of IT systems. Regular audits, tests, and updates are conducted to maintain the plan's effectiveness. With

Foresite, customers are assured of a resilient, protected service that anticipates and prepares for potential threats.

The Foresite ProVision platform is cloud-based (Amazon AWS) with multiple availability zones and multiple SOCs. The engineers and analysts can also work remotely as the final option using our cloud-based platform.

ProVision Platform

Foresite has developed their own proprietary multi-tenant Managed Security Services Platform, ProVision, and has all the design, development, and implementation resources in-house. The solution infrastructure is hosted on AWS, giving the platform the scalability, flexibility, and performance to exceed the needs of the State of Florida's customer base. They can also tailor requirements to specific customer or project needs as they own all the code and resources.



Cybersecurity-as-a-Service

SIEM
ProVision provides hosted log management, correlation, analysis, monitoring, alerting and reporting.

Device Management
Provides release, device incident, problem and change management on security platforms.

Threat Intelligence
Provides release, device incident, problem and change management on security platforms. Optional monitoring for Dark Web and 3rd Party Breaches, protecting beyond the firewall

Incident Response
Enable organization's to be prepared for the unknown as well as the known for identifying a security incident immediately as it occurs.

Patch Management
Patch all devices across your network while optimizing bandwidth.

Compliance Solutions
Gap assessments, certified audits/attestations (PCI, HIPAA, SOX, NIST, etc.), remediation and QSAs
$250k guarantee to cover fines or penalties in the event of a breach (with Breach Response Service)

Breach Response
Retainer options for reactive response and forensics.

Breach Simulation
Red Team Vs Blue Team combination

Vulnerability Management
Runs scans for clients to identify exposures and prioritize patching.

Social Engineering
Email or telephone phishing, physical access attempts) using a ruse to gain credentials or access
Integrated Cyber Insurance

Web Application Testing
To check for cross-site scripting, unsecured portals, clear text in databases, etc.

Penetration Testing
Ethically exploit and gain access to functionality/data

ProVision delivers real-time analysis of security events generated across a customer's entire infrastructure. ProVision handles log storage and management, correlation of events through advanced analytics and machine learning and application of security intelligence feeds. Foresite's SOC teams provide additional event enrichment for identification, assessment, notification, and escalation.

Other services in the ProVision suite include **Device Management** where they manage or co-manage a customer's security infrastructure; **Patch Management** to ensure the customer is systematically keeping up to date with operating system and application updates; **Managed Detection and Response (MDR)** where Foresite is actively hunting for threats across the customer environment; **Security Testing** such as Penetration Testing, Application Testing, Phishing Campaigns, Red/Blue/Purple Teaming, Code Review, Site Surveys and more; plus a host of **Security Consultancy** such as helping customers achieve NIST 800-53, NIST-CSF, Cyber Essentials +, PCI Gap Analysis, Cloud Security Posture, vCISO and more.

Foresite, who is ISO:27001 certified with a SOC 1&2 compliant datacenter, has been active as a Managed Security Service Provider (MSSP) since 2014. Several of the leaders in their organization previously built an earlier iteration of an MSSP and brought many key learnings forward to Foresite. The services they deliver are critical in helping customers who are typically understaffed, overwhelmed and lacking in broad security know-how. Foresite maintains a vendor-agnostic approach. Foresite also has a very specific focus around MSSP, Compliance and Security Consulting Services.

6.1. Software Solution/Specifications

The Solution shall analyze incoming email messages and detect potential threats in real-time. The Solution shall be designed to be highly effective at identifying and blocking malicious emails, while minimizing false positives (legitimate emails that are mistakenly blocked). The Department is seeking the following two major solution types of email security:

Secure Email Gateway (SEG) — for both inbound and outbound email provided as a cloud service. This service must process and filter Simple Mail Transfer Protocol (SMTP) traffic and will require organizations to change their Mail Exchange (MX) record to point to the SEG. This type of solution is traditionally used for organizations that do not use cloud provided mail services such as Microsoft Office 365 and Google Workspace.

Integrated Cloud Email Security (ICES) — cloud email providers (e.g., Microsoft and Google) provide built-in email security hygiene capabilities. ICES capabilities supplement these native features. These solutions use API access to the cloud email provider to analyze email content without the need to change the MX record.

6.1.1. Multi-Tenant

The Solution shall support a multi-tenant, multi-organization architecture. Each tenant must have its own instance and each instance must aggregate up to a single instance and view. The aggregated instance will support enterprise security operations.

Proofpoint

Proofpoint provides individual Proofpoint on Demand (PoD) instances and Threatinsight Dashboards for each tenant/organization and can ingest API logs to aggregate into a SIEM which rolls up to a single enterprise security operations instance.

Foresite

Foresite has developed their own proprietary multi-tenant Managed Security Services Platform, ProVision, and has all the design, development, and implementation resources in-house. The solution infrastructure is hosted on AWS, giving the platform the scalability, flexibility, and performance to exceed the needs of the State of Florida's customer base. They can also tailor requirements to specific customer or project needs as they own all the code and resources.

The Foresite ProVision platform is designed and built to be multi-tenant allowing for orchestration of many industry-standard platforms including Proofpoint. This allows for logical separation of our client's data from one another.

6.1.2. Content Disarm and Reconstruction

The Solution shall break down files to their discrete components in real-time and reconstruct a clean version of the email, removing anything that doesn't conform with the file type specifications, an International Organization for Standardization (ISO) standard, or company policy.

Proofpoint takes a different approach to attachment scanning and malware analysis. They use Attachment Defense Sandboxing capabilities to detect malicious executable behavior and prevent malware from being received by the end user community.

Targeted Attack Protection (TAP) in Email
Proofpoint TAP helps detect, mitigate, and block advanced threats that target people through email. We detect known and unknown threats that use malicious attachments and URLs. TAP is unmatched in stopping targeted attacks that use polymorphic malware, weaponized documents, and credential-stealing phishing techniques to access sensitive information.

6.1.3. Multi-Source Mail Traffic Analysis

The Solution shall allow Customer configurations that have the ability to analyze emails sent and received internally and externally to and from the Customer.

Proofpoint offers highly configurable solutions to meet customer requirements.

6.1.4. Display Name Spoof Detection

The Solution shall detect spoofed messages based on email headers and sender names, using fuzzy matching of sender names with a predetermined list of names that are likely to be targeted.

Impostor-Impersonation Spam - The impostor spam classification uses scoring derived from the Stateful Composite Scoring Service (SCSS). It is intended to identify messages from attackers who attempt to defraud the Department or its customers by spoofing a high-level employee. Any messages caught by this rule are quarantined in the Impostor folder with no limits on how many users can be impersonated and identified.

The solution will catch Display Name Imposter Spoofing based on both Static analysis along with AI/ML message attribution.

The Email Firewall Anti-Spoof Rule - Blocks in-bound mail using customer’s domain in the envelope or header. Additional Regex matches can be added to detect look-a-like and “cousin” domains. This capability has no limit on number of users protected.

6.1.5. Anti-Phishing Capabilities

The Solution shall provide techniques and technologies that prevent and counteract phishing attempts, unauthorized access, and theft. The Solution shall include, but not be limited to, the following capabilities:

6.1.5.1. Uniform Resource Locator (URL) and Domain Analysis: The Solution shall analyze URLs and domains in email messages to identify potential phishing attacks. This includes the ability to detect fake domains and URLs that mimic legitimate sites.

Yes. We use ML to determine whether a web page is a phishing website by comparing over six thousand data points such as icons, images, locations, brand attributions, etc. Finally, we analyze images if attackers utilize steganography, looking for hidden data at the end of an image file, within the image metadata, and within the actual pixel data.

6.1.5.2. Content Analysis: The Solution shall analyze the content of email messages, including attachments and links, to identify phishing attempts. This includes the ability to detect malicious attachments and links that lead to phishing sites.

Attachment Defense: Targeted Attack Protection (TAP) holds messages until a verdict is received from sandbox analysis of the attachment. It delivers clean attachments to employee inboxes and sends malicious attachments to the quarantine.

URL Defense: Messages containing URLs that are known to be malicious are immediately quarantined. TAP rewrites all other URLs to track and block clicks. When users clicks on the rewritten URLs, TAP redirects them based on the verdict from inspection to either the original webpage or a customizable block page that prevents access to compromised site. It preforms time of click analysis so if a benign URL goes bad later, it will prevent access to the site.

Using a combination of static and dynamic techniques, TAP applies multi-stage analysis to inspect the entire attack chain to catch even the most advanced threats. As existing threats evolve and new ones emerge, it observes patterns, behaviors, and tradecraft used in each attack to detect new tools, tactics, and targets.

Our unique predictive analysis preemptively identifies, and sandboxes suspicious URLs based on email traffic patterns. This drastically minimizes the risk of a patient-zero case from a previously unknown malicious URL. Some threats, like credential phishing attacks, leave no obvious digital traces. We use template and reputation-based detection to efficiently catch these attacks.

TAP keeps malware from evading detection by recognizing evasive attacker techniques: virtual-machine detection, time-delay malware activation, geographically bound threats, and more. It leverages our Nexus cloud platform of community-based intelligence that spans across email, network, mobile apps, and social media vectors. The Nexus threat graph contains nearly a trillion data points to correlate attack campaigns across diverse industries and geographies. We incorporate insight from Proofpoint Emerging Threats (ET) Intelligence, the timeliest and most accurate source of threat intelligence in the market. Proofpoint ET Intelligence is the gold standard for threat researchers, offering 100% verified threat intelligence beyond domains and IP addresses.

Threat actors not only attack users via corporate email, but also when they use personal webmail from their corporate devices. Proofpoint Email Isolation is a secure email solution built with simplicity at its core, based on intelligence from Targeted Attack Protection (TAP) Isolation, to help lower attack surfaces. Email Isolation integrates with TAP to provide additional adaptive controls. These allow corporate email to isolate URL clicks based on the risk profile of user or URL being clicked. Email Isolation also allows users to access their personal email. And at the same time, it prevents malicious content from impacting corporate devices.

6.1.5.3. Behavioral Analysis: The Solution shall analyze the behavior of email messages, including sender behavior and user behavior, to identify potential phishing attacks. This includes the ability to detect suspicious email senders, unusual email patterns, and other anomalies that may indicate a phishing attempt.

Attachment Defense:	TAP holds messages until a verdict is received from sandbox analysis of the attachment. It delivers clean attachments to employee inboxes and sends malicious attachments to the quarantine.
URL Defense:	Messages containing URLs that are known to be malicious are immediately quarantined. TAP rewrites all other URLs to track and block clicks. When users clicks on the rewritten URLs, TAP redirects them based on the verdict from inspection to either the original webpage or a customizable block page that prevents access to compromised site. It preforms time of click analysis so if a benign URL goes bad later, it will prevent access to the site.

Using a combination of static and dynamic techniques, TAP applies multi-stage analysis to inspect the entire attack chain to catch even the most advanced threats. As existing threats evolve and new ones emerge, it observes patterns, behaviors, and tradecraft used in each attack to detect new tools, tactics, and targets.

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6.1.5.4. Real-Time Threat Intelligence: The Solution shall leverage real time threat intelligence feeds to identify and block known phishing attacks. This includes the ability to integrate with threat intelligence platforms and services to stay up-to-date with the latest threats.

Proofpoint

We incorporate insight from Proofpoint Emerging Threats (ET) Intelligence, the timeliest and most accurate source of threat intelligence in the market. Proofpoint ET Intelligence is the gold standard for threat researchers, offering 100% verified threat intelligence beyond domains and IP addresses.

Foresite

Foresite provides advanced engineering support for Proofpoint solutions. This includes optimization, enhancement, and management of new features, updates, and integrations. Our security operations center (SOC) team will continuously monitor your Proofpoint system, identifying with an ability to address potential threats and vulnerabilities. Combining this offering along with DMS-22-23-157 SOP Solution, offers correlation with other platform events and threat intelligence allowing for a defense in depth approach greatly enhancing an organizations posture.

6.1.6. Domain-based Message Authentication, Reporting and Conformance (DMARC) on Inbound Email: The Solution shall enforce domain-based message authentication, reporting, and conformance on inbound email traffic to protect internal users from receiving spoofed external messages.

Proofpoint will send all DMARC reports to Proofpoint's EFD360 platform to ensure all data is visible. This solution also has integrations with other Proofpoint threat security products like Targeted Attack Protection and the Secure Email Gateway.

The solution's visibility and controls for DMARC reduce risk and allow for higher deliverability efficacy on legitimate email.

6.1.7. Product Usability

The Solution shall provide easy to understand, user-friendly interfaces with intuitive designs to facilitate user engagement, and clear documentation and support resources which instruct on use of the Solution.

Proofpoint offers a wide variety of configuration options to meet customer needs. Unique integrations for end user reporting makes it easy for all users whether on webmail, outlook client or mobile devices to easily identify and report suspicious messages.

Standard Admin UI and APP switcher makes it easy to configure and scale along with contextual help file information in the dashboard taking you to the exact content correlating to where the admin is currently logged into.

A communities portal for customers is a repository for all Q & A and documented solutions. Please see the following link: https://proofpointcommunities.force.com/.

6.1.8. Anomaly Detection

The Solution shall use email telemetry and analytics to detect spam and phishing, non-rule-based detection, based on metadata such as sender reputation, recipient, and envelope, email content, and communication history.

TAP keeps malware from evading detection by recognizing evasive attacker techniques: virtual-machine detection, time-delay malware activation, geographically bound threats, and more.

Anomaly detection using email telemetry and static analysis along with AI/ML in conjunction with Proofpoint’s Dynamic Reputation and sandboxing techniques to protect against any known and unknown threats.

6.1.9. Lookalike Domain Detection

The Solution shall find the use of lookalike domains, also referred to as "cousin domains."

Proofpoint's Email Fraud Defense Solution (protecting against identity deception) integrates its look alike domain technology into its dashboard.

6.1.10. Remote Browser Isolation

The Solution shall reformat websites to remove security risks and provide clean rendering of the content to the client browser.

Proofpoint can be configured to send all clicks via Proofpoint Isolation platform, providing an extra layer of protection against malware and phish.

TAP integrations with URL Isolation allow for groups like Very Attacked People (VAP) to have automation; whereby as the VAP group membership changes, the users are automatically integrated into a group which when clicking on links they go into Isolation.

Although this can be automated, the Department also has controls on which groups may be required to use Isolation. Top Clickers are another group which can have this automation enabled.

Attachments with embedded links do not have those links rewritten as it would change the HASH of the attachment.

Isolation 1st scans the click/URL before allowing the end user to access the page or enter credentials and upon landing in an isolated browser, all subsequent links would be scanned for reputation and real time threats as well.

6.1.11. URL Rewriting and Time-of-Click Analysis

The Solution shall rewrite URLs to defend users by converting to non-clickable URL, replacing with plain text, or redirecting to a URL inspection service.

Proofpoint can be configured to send all clicks via Proofpoint Isolation platform, providing an extra layer of protection against malware and phish.

TAP integrations with URL Isolation allow for groups like Very Attacked People (VAP) to have automation; whereby as the VAP group membership changes, the users are automatically integrated into a group which when clicking on links they go into Isolation.

Although this can be automated the Department also has controls on which groups may be required to use Isolation. Top Clickers are another group which can have this automation enabled.

Attachments with embedded links do not have those links rewritten as it would change the HASH of the attachment.

Isolation 1st scans the click/URL before allowing the end user to access the page or enter credentials and upon landing in an isolated browser, all subsequent links would be scanned for reputation and real time threats as well.

6.1.12. Network Sandbox

The Solution shall inspect attachments and embedded URLs in a secured sandbox and identify malware that attempts to detect being run in a virtualized sandbox environment.

Proofpoint uses anti-virus engines to remove known malware along with reputation and content analysis, sender profile and header/envelope analysis. Proofpoint owns and continues to develop sandbox analysis which offers the real-time detection and blocking of unknown or emerging threats including malware, ransomware, phishing and email fraud (BEC/EAC). This sandboxing analysis includes code analysis, network detection, cred phishing sandbox, memory analysis, multi-platform extraction environments including bare metal and analyst assisted execution. Detailed threat forensics are provided through this deep analysis, which is also available through API (for integration into SIEM) as well as consumed through an intuitive web-based portal.

6.1.13. Scalability

The Solution shall allow the mail exchange gateway to handle increased email traffic as the number of users grows over time.

Proofpoint builds each customer cluster beyond its scale and expands as needed.

6.1.14. Performance

The Solution shall allow the mail exchange gateway to process emails quickly and efficiently to ensure timely delivery.

The SLA document and related questions can be found here:
https://www.proofpoint.com/us/legal/license

Email Delivery SLA

1. Proofpoint warrants that the average of Email Delivery (as defined below) times, as measured in minutes over a calendar month, will be one (1) minute or less.

2. For purposes of this SLA, "Email Delivery" is defined as the elapsed time from when a business email enters the Security Services Hosted Service network to when it exits the Security Services Hosted Service network. The Email Delivery average time measurement for a cluster is calculated using simulated or test emails. These test emails are sent at a periodic frequency and the fastest 95% email delivery times are tracked by Proofpoint to calculate the average for that month.

3. This SLA applies only to legitimate business email (e.g., not to non-solicited bulk email) delivered to valid Mailbox accounts that are contracted for the Security Services Hosted Service.

4. Exclusions. Customer shall not have any remedies under this SLA to the extent any SLA claim hereunder is due to (i) delivery of email to quarantine; (ii) email in deferral queues; (iii) email loops; or (iv) Customer's primary email server is unable to accept email on initial attempt.

5. Remedy**.** If in any calendar month the Email Delivery SLA is not met and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Proofpoint will provide Customer with a Service Credit for the month in which the failure to meet this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

Average Email Delivery Time	Service Credit
> 1 minute	25%
> 5 minutes	50%
> 10 minutes	100%

6.1.15. Compatibility
The Solution shall have the ability to seamlessly integrate with other email systems and protocols.

Given the highly standardized technologies in question, the Proofpoint solution integrates with all widely available and used electronic mail protocols including (but not limited to) SMTP, E-SMPT, SMTP-S and others. Smart hosts configuration is possible.

6.1.16. Customization
The Solution shall offer a range of customization options to meet the specific needs of the organization and a user-friendly interface that is easy to set up and manage.

Proofpoint offers highly configurable solutions to meet customer requirements in regard to but not limited to: Email firewall Rules, Anti-Spam and Anti-Virus settings, Attachment Defense and URL scanning, information protection DLP, Encryption, Email Archiving, Quarantine Settings, End User Configurations and much more.

6.1.17. Administration and Configuration
The Solution shall provide robust administrative capabilities that allow organizations to manage and customize their email security policies and settings. Some of the key administrative capabilities include:

6.1.17.1. Policy Management: The Solution shall provide the ability to create and enforce email security policies that align with the Customer's security requirements. This shall include policies for anti-spam, anti-phishing, anti-malware, data loss prevention, encryption, and email archiving.

Proofpoint offers highly configurable solutions to meet customer requirements in regard to but not limited to: Email firewall Rules, Anti-Spam and Anti-Virus settings, Attachment Defense and URL scanning, information protection DLP, Encryption, Email Archiving, Quarantine Settings, End User Configurations and much more.

6.1.17.2. User Management: The Solution shall provide the ability to manage user accounts, roles, and permissions. This shall include the ability to create and delete user accounts, manage access rights, and configure authentication mechanisms such as single sign-on (SSO).

Proofpoint

Proofpoint supports SAML2.0 to implement SSO which can integrate with ADFS, AzureAD and other SAML2.0 implementations.

Foresite

Yes, the Foresite ProVision platform meets this requirement.

6.1.17.3. Configuration Management: The Solution shall provide the ability to configure email security settings such as transport rules, content filtering, quarantine settings, and notification settings. This shall include the ability to customize the security settings based on the organization's specific requirements.

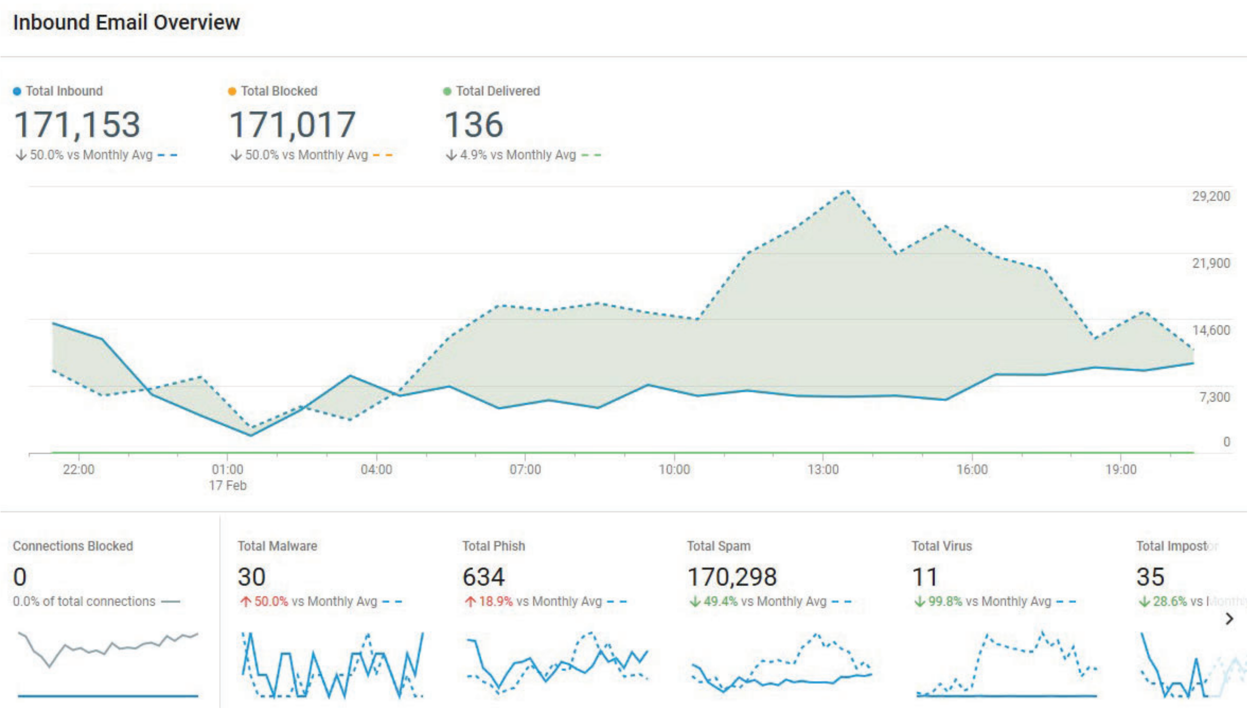
Proofpoint offers highly configurable solutions to meet customer requirements in regard to but not limited to: Email firewall Rules, Anti-Spam and Anti-Virus settings, Attachment Defense and URL scanning, information protection DLP, Encryption, Email Archiving, Quarantine Settings, End User Configurations and much more.

6.1.17.4. Reporting and Analytics: The Solution shall provide the ability to generate detailed reports on email traffic, security incidents, policy violations, and user activity. This shall include the ability to customize and schedule reports for compliance and auditing purposes.

Proofpoint

Email Reports and Threat reports are available from multiple solutions including Secure Email gateway, Targeted Attack Protection and Threat Response Auto Pull.

Sample Reports:



Inbound Email Overview

● Total Inbound
171,153
↓ 50.0% vs Monthly Avg

● Total Blocked
171,017
↓ 50.0% vs Monthly Avg

● Total Delivered
136
↓ 4.9% vs Monthly Avg

Connections Blocked
0
0.0% of total connections

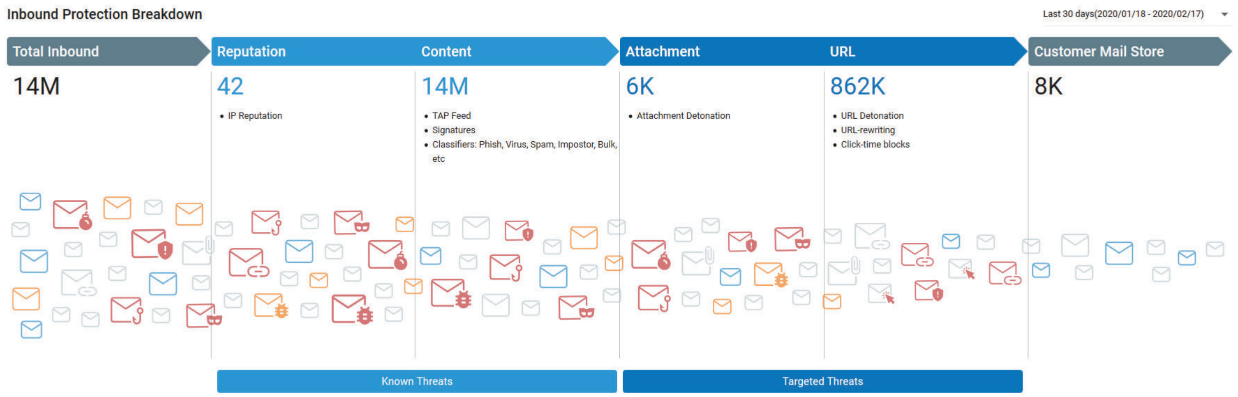
Total Malware
30
↑ 50.0% vs Monthly Avg

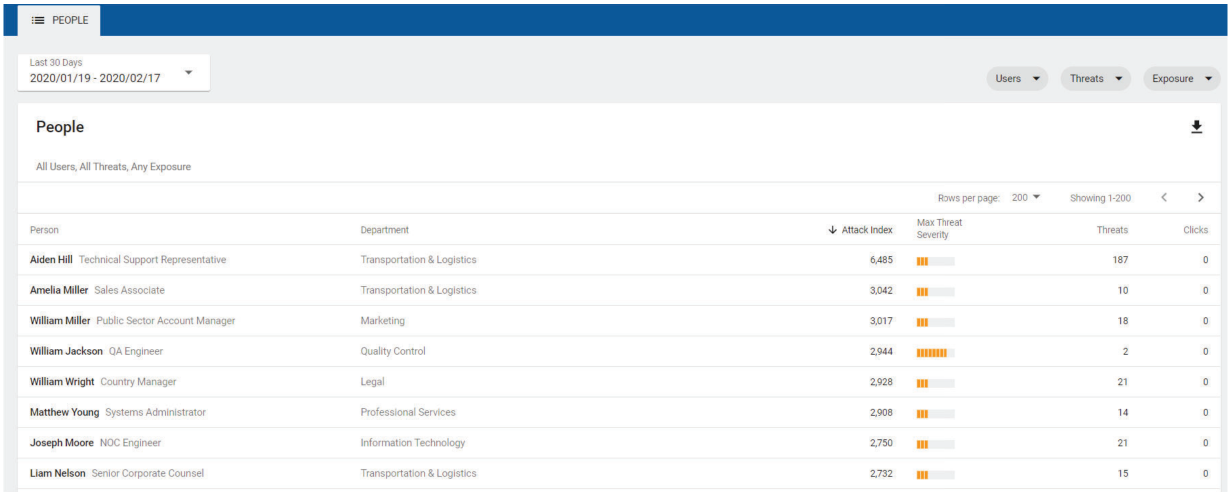
Total Phish
634
↑ 18.9% vs Monthly Avg

Total Spam
170,298
↓ 49.4% vs Monthly Avg

Total Virus
11
↓ 99.8% vs Monthly Avg

Total Impost
35
↓ 28.6% vs I





People

All Users, All Threats, Any Exposure

Rows per page: 200 Showing 1-200

Person	Department	↓ Attack Index	Max Threat Severity	Threats	Clicks
Aiden Hill Technical Support Representative	Transportation & Logistics	6,485	▮▮▮	187	0
Amelia Miller Sales Associate	Transportation & Logistics	3,042	▮▮▮	10	0
William Miller Public Sector Account Manager	Marketing	3,017	▮▮▮	18	0
William Jackson QA Engineer	Quality Control	2,944	▮▮▮▮▮▮▮▮	2	0
William Wright Country Manager	Legal	2,928	▮▮▮	21	0
Matthew Young Systems Administrator	Professional Services	2,908	▮▮▮	14	0
Joseph Moore NOC Engineer	Information Technology	2,750	▮▮▮	21	0
Liam Nelson Senior Corporate Counsel	Transportation & Logistics	2,732	▮▮▮	15	0

Foresite

Foresite's ProVision Platform can be configured to provide end-user and enterprise level customized reporting and analytics based on customer requirements.

6.1.17.5. Integration and Automation: The Solution shall provide the ability to integrate with other security solutions and automate routine tasks such as policy updates, threat detection, and incident response. This shall include the ability to leverage APIs and connectors to integrate with third-party security solutions.

Proofpoint provides integration with Splunk via an app and technical addons on SplunkBase. Various APIs and logs feeds are provided, thereby enabling integration with additional third-party tools. Additionally, Proofpoint provides an API supporting report generation to ensure they are integrated into the SOC and generated when needed.

6.1.17.6. Audit and Compliance: The Solution shall provide the ability to track and log all email-related activities and events to ensure compliance with regulatory and industry standards. This shall include the ability to generate audit trails, provide access logs, and support eDiscovery requests.

Proofpoint retains 180 days of logs. Audit logs are accessible via the solution. eDiscovery is an additional solution which Proofpoint offers in the Archive, Supervision and eDiscovery product line.

6.1.18. Compliance and Third-Party Certification

The Solution shall comply with relevant standards like General Data Protection Regulation (GDPR), Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act, Personally Identifiable Information (PII) data requirements, Driver Privacy Protection Act, and third-party certifications such as Systems and Organizations Controls 2 (SOC 2) and International Organization for Standardization (ISO) 27001. The Department, Purchaser, or Customer may require Contractor(s) to execute security agreements, including but not limited to, CJIS riders or Business Associate Agreements as a condition of performance or purchase order issuance.

Our handling of data and storage of data including end user datacenters complies with the above referenced policies and certifications. Proofpoint has additional certifications that solidify their compliance:

- SOC 2: Proofpoint maintains SOC 2 audit, ensuring that our products meet the highest standard of data security and privacy for its customers.

- FedRAMP: Government agencies and public sector companies rely on Proofpoint to provide cloud-based products and services that meet the FedRAMP security, privacy, and resiliency standards.

- FIPS: Proofpoint ensures that its products and services appropriately protect government customer data through the Federal Information Protection Standard (FIPS) certification and validation process.

- STAR: Proofpoint is listed on the Security, Trust, Assurance, and Risk (STAR) Registry documenting its security and privacy controls.

Proofpoint also has many referenceable EU-based clients using them for the desired services. Please see the following links for more details and for a copy of their data compliance policy:

https://www.proofpoint.com/us/legal/license

https://www.proofpoint.com/us/legal/trust

https://go.proofpoint.com/soc2_report_request.html

Please see the attached ***Proofpoint Data Security Protection Audit and Compliance Policy***.

6.1.19. Integration

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

Proofpoint has numerous integrations with third-party vendors. Specific customer 3rd party integrations would need to be vetted, but Proofpoint can integrate with most SIEMs and firewalls with solution specific dependencies.

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

Our solution accommodates the following:

Event Sources - Proofpoint TAP, Palo Alto Networks (Wildfire, Threat Prevention, Dynamic Lists), HP ArcSight, QRadar/Juniper STRM, Splunk, Cisco FirePOWER NGIPS (SourceFire), Suricata

Enforcement Devices - Cisco ASA, Palo Alto Networks, Check Point, Cisco IOS, Juniper SRX (JUNOS), Fortinet FortiGate, Blue Coat, Microsoft Exchange/O365, OpenDNS, CyberArk, and Imperva.

6.1.19.3. The Solution shall be capable of integrating with a variety of identity and access management (IAM) systems, as well as with the applications and systems that require authentication, to meet Customer current and future needs.

Proofpoint supports SAML2.0 to implement SSO, which can integrate with ADFS, AzureAD and other SAML2.0 implementations.

6.1.19.4. Initial Integration shall include connecting each Customer to the Cybersecurity Operations Center (CSOC) and validating with FL[DS] that all Solution data is properly integrated, as requested by the Customer.

The solution will have options which are chosen by the Department. Any reports will roll up to the CSOC for visibility.

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

Proofpoint will be responsible for maintenance activities of the Proofpoint solution products. Proofpoint is a SaaS provider and will be responsible for maintenance activities.

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.

Security Services Hosted Service SLAs

The following SLAs apply to the Security Services Hosted Service.

Filtering System Availability SLA.

1. Proofpoint warrants at least 99.999% System Availability, which is defined as % of total time during which email service connectivity on port 25 is available during each calendar month, excluding Scheduled Maintenance Window and Emergency Maintenance. For purposes of calculating System Availability, only downtime occurrences exceeding 30 seconds will apply.

2. Customer Responsibilities. Customer must: (a) configure MS Office 365 or other applicable email service provider per Proofpoint documentation; (b) identify the number of impacted users as a subset against the total number of licensed users; (c) if inbound email is impacted provide the timeframes of the Service unavailability; (d) if outbound email is impacted provide copies of impacted email with the original Proofpoint headers complete and unaltered; and (e) provide ping and trace routes.

3. Remedy. If the email System Availability is less than 99.999%, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Proofpoint will provide Customer with a Service Credit for the month in which the failure to meet the email System Availability SLA has occurred. The Service Credit will be calculated in accordance with the table below.

% of Email System Availability per Calendar Month	Service Credit
< 99.999%	25%
< 99. 0%	50%
< 98.0%	100%

The SLA document and related questions can be found here:

https://www.proofpoint.com/us/legal/license

6.1.20.2. The vendor 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.

WWT, Foresite, and Proofpoint accept and will adhere to the SLA consequences listed in FL[DS] – RFQ DMS-22/23-161.

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

WWT, Foresite, and Proofpoint accept and will adhere to the SLA consequences listed in FL[DS] – RFQ DMS-22/23-161.

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).

WWT, Foresite, and Proofpoint accept and will adhere to the SLA consequences listed in FL[DS] – RFQ DMS-22/23-161.

Proofpoint

Proofpoint will ensure FL[DS] users are trained in the new environment during your implementation and prior to Go-Live. We will work carefully with you to ensure your training needs and workflows are captured and addressed. The training will be tailored to your deployment and use case requirements.

Proofpoint offers formal training on our Protection Server products, including Email Security and Data Loss Prevention, at three levels. Web-based foundational trainings are included with product purchase and are available to all FL[DS] staff on Proofpoint's Level UP training platform. Advanced and customized instructor-led trainings are available for purchase and can be delivered to FL[DS] as private onsite (or remotely delivered) training. Instructor led courses include hands on exercises in Proofpoint's training environment as well as documentation students may refer to in the future. Proofpoint's technical trainers will work closely with FL[DS] to determine the appropriate courses each student/role should take to maximize the use and value of your investment. Here are examples of the courses we offer, which are updated frequently to account for new features and products:

Sample Level 1 Foundational (Web-based) learning paths:

- Email Protection for Administrators and Analysts
- Threat Response for Security Administrators, Analysts, and Responders
- Email Information Protection for Email Administrators
- Insider Threat Management for Administrators and Analysts
- Targeted Attach Protection for SaaS Defense
- Protection Server Release Series (overview of new features as they are released).

Protection Server Level 2 Advanced (In-person) training:

- This course provides detailed information about the services running on Proofpoint Protection Server (PPS) and the features found in the Email Protection and Information Protection modules
- Duration – 3 Days (In-Person) or 4 Days (Virtual).

Protection Server Level 3 Advanced (In-person) training:

- This course teaches you advanced settings, recommended configuration, and troubleshooting for PPS solutions. You'll get in-depth knowledge of mail processing, PPS logs, TLS, firewall rules and troubleshooting, envelope splitting, and email authentication
- Duration – 2 Days.

Below is a link to the Training Catalog that can also be provided. It has a comprehensive description of the training offerings as well as data sheets for the classes we offer.

https://www.proofpoint.com/us/technical-training

Foresite

The Foresite onboarding team provides initial training directly towards the end of the onboarding / implementation process. During ongoing services, the delivery team (The SOC) will maintain a regular scheduled standing meeting, up to twice a month, to provide access for questions and ongoing training.

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

World Wide Technology

This implementation schedule can be adjusted to suit the needs of Florida Digital Service (FL[DS]) and the entities participating in the cyber program.

Solution implementations for each customer shall leverage the following high level Implementation Plan. Based on the makeup of each customer's environment and size, WWT reserves the right to adjust the duration section of this plan accordingly, i.e., duration of project may be longer for larger entities.

Where appropriate, WWT has identified components that are the customer's responsibility. Failure on the part of the customer to complete these tasks fully or in a timely manner shall result in a waiver of financial consequences to WWT for activities related to this customer.

A detailed project task list will be shared with each customer during the planning stages of their project along with assigned activities for the customer project team members.

This implementation schedule can be adjusted to suit the needs of FL[DS] and the entities participating in the cyber program.

WWT will provide dedicated project management and technical expertise to ensure the solution is successfully deployed throughout the enterprise.

The following roles are included in the implementation plan:

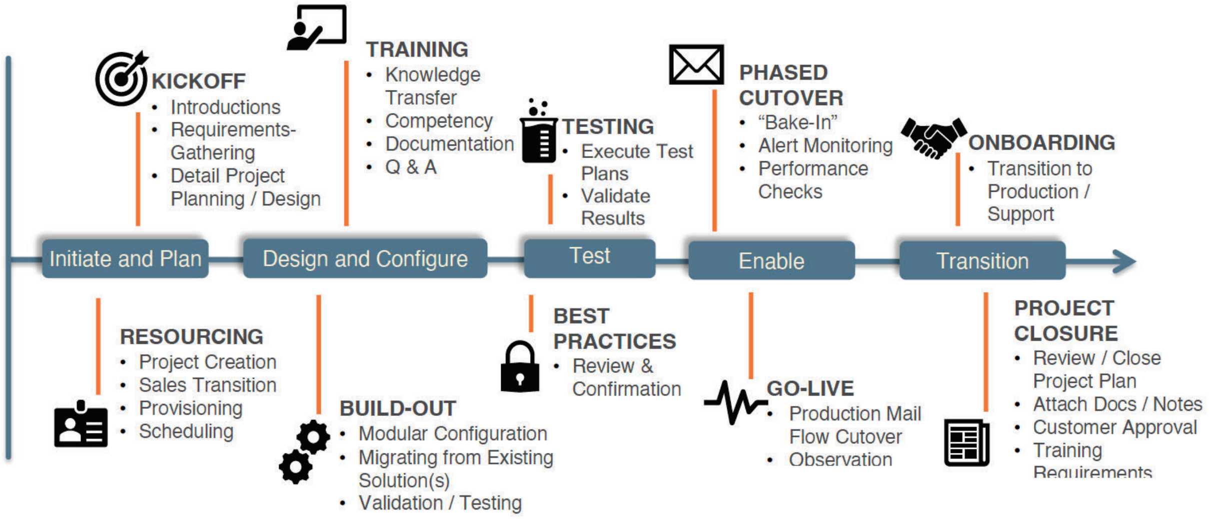
Role	Responsibility
Project Manager	Oversees the project; ensures timely delivery of all tasks and documentation
Project Coordinator	Facilitates scheduling and tracks day to day activity
Principal Security Consultant	Leads security solution training sessions and provides mentorship to customers' technical teams.
Senior Security Consultant	Provides technical guidance for security solution deployment and configuration

If multiple projects are awarded to WWT, roles may be consolidated to provide additional cost savings to the State.

This implementation schedule can be adjusted to suit the needs of FL[DS] and the entities participating in the cyber program.

Proofpoint

Proofpoint Professional Services follows a standard implementation strategy for each customer that has five defined phases of engagement. Proofpoint's Professional Services team understands that customer's needs can be unique, and as such the Professional Services Team assigned to the engagement will work to customize the Implementation Plan per specific Department needs. It is through this process that Professional Services applies their three-tiered paradigm to work through the flow of an implementation project. Below is a snapshot of what to expect in each phase.

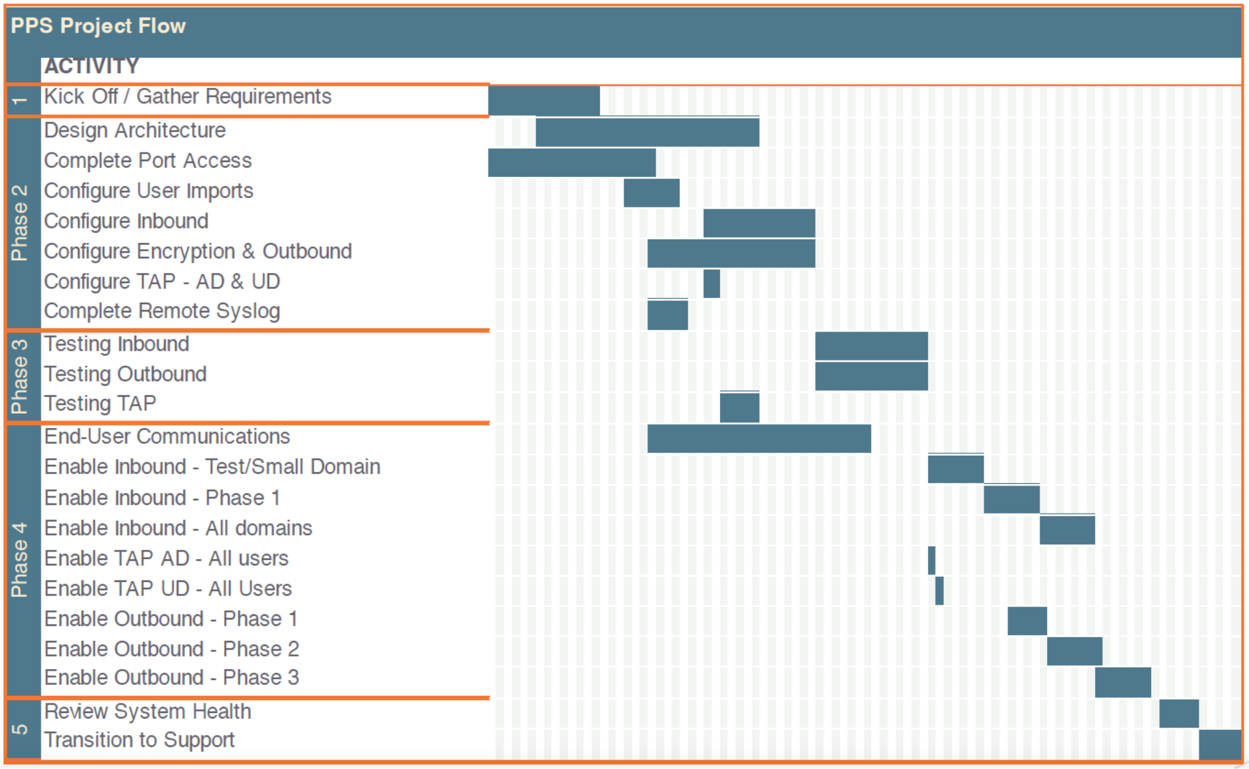


Phase 1: Initiate and Plan

Whether entering the engagement from a partial deployment in a proof of concept or starting with nothing configured, the support is the same. This phase consists of three segments.

- Pre-Kick-off
- Kick-off Call
- Initial Project Planning

Example of Project Flow



Phase 2: Design and Configure

This phase is where most of the time is spent on a project. What to expect during this phase includes:

- (Optional) Design Workshop to finalize requirements and use cases
- Finalize architecture
- Review of best practices
- Planning migration from existing products as needed
- Customer and Proofpoint collaborate on configurations that meet business needs
- Both teams work together through configuration which addresses training in the form of knowledge transfer.

Phase 3: Test

Testing overlaps with the processes in Phase 2 as the Professional Services Team works to validate settings throughout configuration. If more formal testing is part of the customer's process, Professional Services will provide Sample Test Plans to guide the customer through the testing process. Once configuration is complete, the Professional Services Team completes a Health Check which compares configuration settings to Best Practices. The result is a summary document that the Proofpoint and the Department can review and discuss.

Phase 4: Enable

At this point, everything is a "go." Key milestones in this phase include:

End User Communication Finalization and Roll-out

- As illustrated in the Threat Protection
- Project Flow in Phase 1, this milestone begins near the beginning of the project.
- Proofpoint can provide templates to help facilitate communication to end users.
- Note: This is not applicable for all products.

Phased Product Roll-out

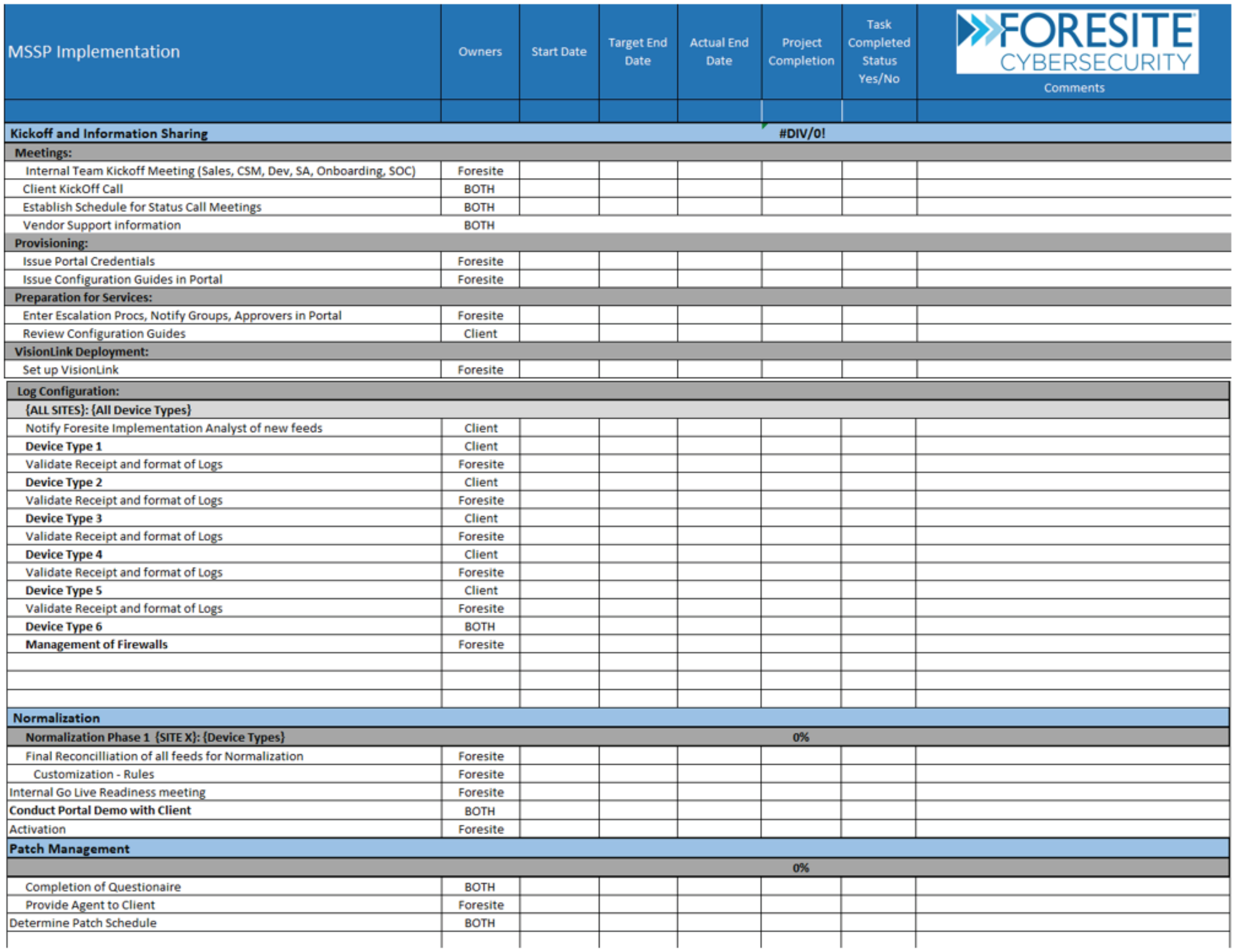
- Proofpoint continues to advise through this process and to help with planning a phased roll out whether by product, domain, or volume.
- Typical cutovers are completed during or near business hours to ensure the availability of background support personnel at Proofpoint.

Phase 5: Transition to Operation and Managed Services

Professional Services is only the beginning of the support provided at Proofpoint. As implementation nears full production, the transition phase continues its cycle, and if the customer purchase Managed Services, we continue with the handoff to Foresite with WWT Program Management.

Foresite

Managed Email Security services will be optionally delivered by Foresite. In the event of managed services, Foresite uses the below template and develops a detailed plan in conjunction with the client being onboarded.



MSSP Implementation	Owners	Start Date	Target End Date	Actual End Date	Project Completion	Task Completed Status Yes/No	FORESITE CYBERSECURITY Comments
Kickoff and Information Sharing					#DIV/0!		
Meetings:							
Internal Team Kickoff Meeting (Sales, CSM, Dev, SA, Onboarding, SOC)	Foresite						
Client KickOff Call	BOTH						
Establish Schedule for Status Call Meetings	BOTH						
Vendor Support information	BOTH						
Provisioning:							
Issue Portal Credentials	Foresite						
Issue Configuration Guides in Portal	Foresite						
Preparation for Services:							
Enter Escalation Procs, Notify Groups, Approvers in Portal	Foresite						
Review Configuration Guides	Client						
VisionLink Deployment:							
Set up VisionLink	Foresite						
Log Configuration:							
{ALL SITES}: {All Device Types}							
Notify Foresite Implementation Analyst of new feeds	Client						
Device Type 1	Client						
Validate Receipt and format of Logs	Foresite						
Device Type 2	Client						
Validate Receipt and format of Logs	Foresite						
Device Type 3	Client						
Validate Receipt and format of Logs	Foresite						
Device Type 4	Client						
Validate Receipt and format of Logs	Foresite						
Device Type 5	Client						
Validate Receipt and format of Logs	Foresite						
Device Type 6	BOTH						
Management of Firewalls	Foresite						
Normalization							
Normalization Phase 1 {SITE X}: {Device Types}					0%		
Final Reconcilliation of all feeds for Normalization	Foresite						
Customization - Rules	Foresite						
Internal Go Live Readiness meeting	Foresite						
Conduct Portal Demo with Client	BOTH						
Activation	Foresite						
Patch Management							
					0%		
Completion of Questionaire	BOTH						
Provide Agent to Client	Foresite						
Determine Patch Schedule	BOTH						

d. A draft SLA for future integrations and/or other services, if applicable, per section 6.6.1 with pricing.

WWT, Foresite, and Proofpoint accept and will adhere to the SLA consequences listed in FL[DS] – RFQ DMS-22/23-161.

Given the potential for dozens or hundreds of potential integration combinations, each with its own level of effort required to successfully complete the integration, WWT has developed a three-tier service delivery model based upon the forecasted level of effort with each use-case. This approach will result in a lower cost of delivery for the bulk of integration engagements.

Out-of-the-Box Integrations

Many solutions and products have built-in integration software that allows seamless integration between product 'X' and products 'A', 'B', and 'C'. Many require little more than sharing of an API authentication and/or encryption key between the two integration parties and configuration changes to each integration party, followed by validation testing and verification. It is likely that this mode of integration will represent the bulk of integration requirements.

Custom Integrations – Simple

Some products and solutions may require the development of custom plugins, utilizing a common Application Programming Interface (API) to accomplish an integration with a third-party solution. In the use case where out-of-the-box integration is not possible but each integration component supports standard RESTful APIs, WWT will deliver the integration service to include all API calls necessary to support the desired integration.

Custom Integrations – Complex

In rare cases, there may exist a desire to integrate multiple solutions which have no obvious and/or direct manner with which to integrate. In these use-cases, WWT will, within the boundaries of possible and avoiding actions which may violate the terms & conditions of the End User Licensing Agreement (EULA), develop a mechanism whereby previously unsupported integrations are delivered. WWT personnel will deliver the software (scripts, API calls, source-code, etc.) necessary to enable the specifically defined capabilities of the customer. This will not be a common occurrence.

The below pricing table is Not-to-Exceed (NTE) pricing. Any integrations will need to be scoped and a firm fixed price or billable hours statement of work can be created for each integration.

Integration Type	SLA Integration Timeline	Hours	Pricing	Resources
Out of the box integrations	1 week	48 hours	$15,500	Solutions SME/Project Manager
Custom Integrations – Simple	4 weeks	192 hours	$61,500	Solution SMEs/Application Developers/Project Manager
Custom Integrations – Complex	8 weeks	384 hours	$123,000	Solution SMEs/Application Developers/Project Manager

Assumptions:

- RESTful APIs or modern API should be available for integration
- Solutions involved in integrations should be still supported by the vendor
- A scoping session will need to be held to discuss the integration and use cases to be addressed with the integration to set specific integration delivery timeline
- A combination of Solutions SMEs, Project Manager, and Application Developers will work together to develop and enable these integrations depending on scoping conversations with the customer
- If an integration does not seem viable after the scoping session for technical or business reasons, WWT will discuss alternatives to meet the use cases detailed for this integration
- If scoping determines the integration effort is greater than eight weeks, a custom statement of work will be required.

e. A draft disaster recovery plan per section 32.5.

World Wide Technology

The solutions proposed for Email Security Solution RFQ listed below all strive for high availability based on their architectures and processes towards industry standard 99.95% availability yearly and higher.

The solution architectures hosted in the cloud platforms allow for higher availability for our customers and disaster recovery by operating across multiple geographical cloud zones. The solutions strive to be always available to enable our customers security and business capabilities.

Our proposed solutions focus on achieving high availability of 99.999% (often referred to as "five nines") and are built with careful planning, architecture design, and implementation.

Some key considerations and strategies we utilize to achieve such high availability are:

- Redundancy and Fault Tolerance: Solution designed with redundancy at multiple levels, including hardware, software, and data utilizing techniques such as load balancing, clustering, and replication to ensure that there are multiple instances of critical components, and failures can be automatically detected and handled without impacting the overall availability.

- Distributed Architecture: Solution distributed across multiple physical or virtual servers in different locations. This helps to mitigate the risk of a single point of failure and enables load balancing and failover mechanisms.

- Automatic Failover: Solution automated failover mechanisms to detect failures and switch to backup or redundant systems seamlessly.

- Monitoring and Alerting: Solution employs comprehensive monitoring systems to track the performance, availability, and health of the application and its underlying infrastructure.

- Scalability with Foresite: Solution designed to scale horizontally by adding more resources or instances to handle increased load.

- Isolation and Microservices: Solution utilizes a microservices architecture where different components or services are decoupled and run independently. This allows for easier scalability, fault isolation, and independent deployment and updates, minimizing the impact of failures or changes on the overall system.

- Backup and Disaster Recovery: Solution has regular backups and robust disaster recovery mechanisms in place.

- Geographical Redundancy: Solution has geographical redundancy by deploying application instances in different regions or data centers.

- Continuous Deployment and Testing: Solution development embraces continuous integration, continuous deployment (CI/CD) practices, and thorough automated testing.

- Robust Infrastructure: Solution is architected in a reliable and high-performance infrastructure and utilizes cloud-based services or infrastructure-as-a-service (IaaS) providers that offer built-in redundancy and high availability features.

Proofpoint

Proofpoint has a Disaster Recovery and Business Continuity plan, which it reviews and tests annually. Upon request, Proofpoint will provide copies of its Disaster Recovery and Business Continuity planning and management practices, and the same shall be treated and Confidential Information under this Policy. If Proofpoint experiences a business disruption in one of its services Proofpoint will implement its disaster recovery plan and will make situational update reports at an appropriate frequency determined by Proofpoint available to Customer that includes a summary description of the event, the impact to Customer, and an estimate of when services will return to normal operations.

Foresite

Foresite Cybersecurity's ProVision platform prioritizes reliable service with a comprehensive Disaster Recovery Plan (DRP). This plan includes a proactive structure identifying key personnel and their responsibilities, ensuring rapid response during a crisis. It covers contingencies for a range of incidents, from minor system failures to major natural disasters. The Business Continuity Team and IT Recovery Team work together to manage the recovery process, from strategic planning to the rapid restoration of IT systems. Regular audits, tests, and updates are conducted to maintain the plan's effectiveness. With Foresite, customers are assured of a resilient, protected service that anticipates and prepares for potential threats.

Foresite maintains two regionally diverse SOCs as BCDR, and the ability, as a last resort, to allow our analysts to work remotely in the event both SOCs are impacted and are unreachable.

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

Proofpoint

Customer #1

A large US-based international home improvement retailer deployed Proofpoint SEG across their multi-national enterprise. Following initial deployment supporting hundreds of locations, the following key indicators were observed:

- 9.8% of messages received were unwanted
- 89% of targeted threats were threats targeting their Store Associates
- This customer’s legitimate partners were compromised and used to launch attacks targeting the customers associates
- Proofpoint would reduce Spam/Marketing in end users' inbox by ~35%
- Proofpoint would reduce malicious threats from reaching associates by 33.5k annually

Customer #2

A large multi-national automotive manufacturer had previously used a competitive offering. Over the term of the initial contract, the customer found the solution very difficult to manage, and extremely slow to perform their investigation when compared to a modern cloud based solution like Proofpoint.

After deploying the Proofpoint solution, all parties worked together on a fully integrated solution that was fully accepted and expanded to include endpoint DLP.

Foresite

Foresite Cybersecurity has been performing Managed Security Services that include Foresite management and monitoring, external, internal, wireless and physical network security scanning and other Managed Security Services for over 10 years. On average, they perform 250 engagements per year for scanning and testing services. This includes providing managed services for FL[DS].

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

Proofpoint

Customer #1

A large US-based international home improvement retailer deployed Proofpoint SEG across their multi-national enterprise. Following initial deployment supporting hundreds of locations, the following key indicators were observed:

- 9.8% of messages received were unwanted
- 89% of targeted threats were threats targeting their Store Associates
- This customer's legitimate partners were compromised and used to launch attacks targeting the customers associates
- Proofpoint would reduce Spam/Marketing in end users' inbox by ~35%
- Proofpoint would reduce malicious threats from reaching associates by 33.5k annually.

Customer #2

A large multi-national automotive manufacturer had previously used a competitive offering. Over the term of the initial contract, the customer found the solution very difficult to manage, and extremely slow to perform their investigation when compared to a modern cloud based solution like Proofpoint.

After deploying the Proofpoint solution, all parties worked together on a fully integrated solution that was fully accepted and expanded to include endpoint DLP.

Foresite

Foresite Cybersecurity has been performing Managed Security Services that include Foresite management and monitoring, external, internal, wireless and physical network security scanning and other Managed Security Services for over 10 years. On average, they perform 250 engagements per year for scanning and testing services. This includes providing managed services for FL[DS].

4) Detail regarding any value-added services.

World Wide Technology

In a challenging world where the landscape has changed and attacks are increasing, WWT looks forward to speaking with the State of Florida about how we can assist with our people, our labs and our WWT Digital Platform. Our Cyber Security Project Team has been built to help drive the Department's security program and business outcomes with our security services, Strategic Staffing capabilities, and the proactively offered resources behind them to that bring education, insight and depth to the State of Florida team.

Advanced Technology Center (ATC)

To answer the most complex questions, we have developed an immersive learning platform, powered by our ATC and designed to be at the forefront of what is possible. This physical and virtual ecosystem of innovation, research, community, labs and thought leadership accelerates the Department's knowledge in cybersecurity.

The ATC is a collaborative ecosystem used to design, build, educate, demonstrate and deploy innovative technology products and integrated architectural solutions for our customers, partners and employees around the globe. The heart of the ATC is our Data Centers which house 500+ racks of equipment used to cut technology evaluation time from months to weeks, if not days.

We partner with the world's leading technology manufacturers — from Silicon Valley heavyweights to emerging tech players — to deliver innovative solutions that drive business outcomes and position our customers to take on the business challenges of tomorrow.

Adopting a combination of on-premise, off-premise and public cloud capabilities is the only way to keep up with the rapid market changes digital disruption is driving. The ATC is a replica of that ever-changing landscape with integration into all three major Cloud Service Providers, leveraging low latency connections through our Equinix Extension as shown in Figure 1.

We use enterprise-class traffic generation tools, such as Ixia IxLoad, to simulate the applications that are unique to the Department to show how a solution seamlessly integrates into its network. Over the years, WWT has developed a testing framework that allows us to go from concept to test plan to achieve the outcome needed for product or solution evaluation. This yields the following benefits:

- Testing use cases
- Comparison
- Upgrade/Migration
- Architecture Validation
- Performance
- Functionality

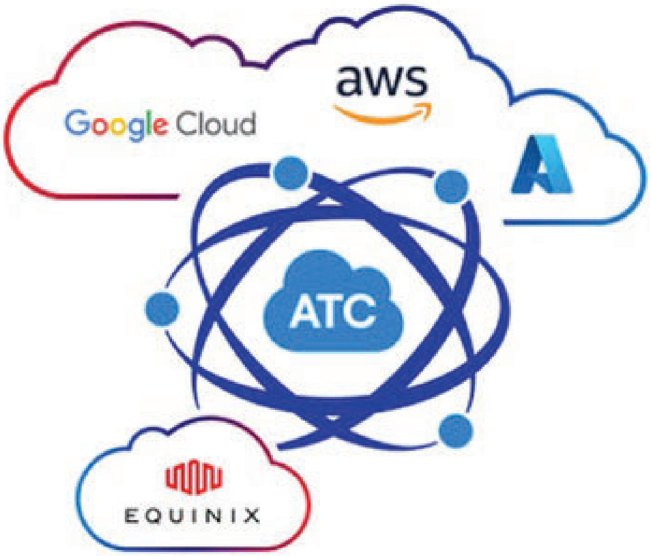


Figure 1
The ATC infrastructure facilitates fast proofs of concept for current and future use cases.

Foresite

Foresite ProVision

Foresite ProVision Security Operations Platform (SOP) provides a single pane of glass for all security products that it integrates with. With FL[DS] putting out RFQs for many security products, Foresite's ProVision aligns with the agency's strategic vision of bringing all threat data from all sensors deployed on the State of Florida's Enterprise to a central location. This allows for central processing on Foresite's ProVision Open XDR Platform.

What is Open XDR?

Extended Detection and Response (XDR) is a cloud-delivered technology that integrates, correlates and contextualizes data and alerts from your enterprise, third party sources, and external feeds. Open XDR platforms differ in that they allow an open data format allowing security teams to leverage your current security stack to aggregate siloed data sets. With Open XDR, security teams can reduce mean time-to-detection of security incidents and improve return on investment for their current security tools.

ProVision's Open XDR platform unifies the power of technology with security expertise. We operate as an extension of your security team by capitalizing on big data analysis to extract more intelligence from existing tools. This ensures the Department can proactively detect threats early on while cutting down on administrative overhead costs.

ProVision delivers real-time analysis of security events generated across a customer's entire infrastructure. ProVision handles log storage and management, correlation of events through advanced analytics and machine learning and application of security intelligence feeds. Foresite's SOC teams provide additional event enrichment for identification, assessment, notification, and escalation.

Other services in the ProVision suite include **Device Management** where they manage or co-manage a customer's security infrastructure; **Patch Management** to ensure the customer is systematically keeping up to date with operating system and application updates; **Managed Detection and Response (MDR)** where Foresite is actively hunting for threats across the customer environment; **Security Testing** such as Penetration Testing, Application Testing, Phishing Campaigns, Red/Blue/Purple Teaming, Code Review, Site Surveys and more; plus a host of **Security Consultancy** such as helping customers achieve NIST 800-53, NIST-CSF, Cyber Essentials +, PCI Gap Analysis, Cloud Security Posture, vCISO and more.

Foresite, who is ISO:27001 certified with a SOC 1&2 compliant datacenter, has been active as a Managed Security Service Provider (MSSP) since 2014. Several of the leaders in their organization previously built an earlier iteration of an MSSP and brought many key learnings forward to Foresite. The services they deliver are critical in helping customers who are typically understaffed, overwhelmed and lacking in broad security know-how. Foresite maintains a vendor agnostic approach. Foresite has a very specific focus around MSSP, Compliance and Security Consulting Services.

5) Attachment A, Price Sheet, containing pricing for Section III for Secure Email Gateway (SEG) and/or Section IV for Integrated Cloud Email Security (ICES), and completed in accordance with the instructions provided in this RFQ.

Please see Attachment A, Price Sheet included with our submission.

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

Please see Attachment B, Contact Information Sheet included with our submission.

7) Non-Disclosure Agreement executed by the vendor.

Please see executed Non-Disclosure Agreement included with our submission.

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.

WWT, Foresite, and Proofpoint accept and will adhere to the SLA consequences listed in FL[DS] – RFQ DMS-22/23-161.

Proofpoint

Security Services Hosted Service SLAs

The following SLAs apply to the Security Services Hosted Service.

Filtering System Availability SLA.

1. Proofpoint warrants at least 99.999% System Availability, which is defined as % of total time during which email service connectivity on port 25 is available during each calendar month, excluding Scheduled Maintenance Window and Emergency Maintenance. For purposes of calculating System Availability, only downtime occurrences exceeding 30 seconds will apply.

2. Customer Responsibilities. Customer must: (a) configure MS Office 365 or other applicable email service provider per Proofpoint documentation; (b) identify the number of impacted users as a subset against the total number of licensed users; (c) if inbound email is impacted provide the timeframes of the Service unavailability; (d) if outbound email is impacted provide copies of impacted email with the original Proofpoint headers complete and unaltered; and (e) provide ping and trace routes.

3. Remedy. If the email System Availability is less than 99.999%, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Proofpoint will provide Customer with a Service Credit for the month in which the failure to meet the email System Availability SLA has occurred.

Foresite

ProVision Optional Modules*

Patch Management

- ProVision Patch Management Service (Workstation)
- ProVision Patch Management Service (Server)

Managed Detection & Response (MDR)

- ProVision Managed Detection & Response (MDR) (No License)
- **ProVision Managed Detection & Response (MDR) + CrowdStrike MSSP Defend Bundle
- **ProVision Managed Detection & Response (MDR) + CrowdStrike MSSP Advanced Defend Bundle

Automated Breach & Attack Simulation + Red Team Services

- Automated Breach and Attack Simulation+ Red Team Services

Firewall Management

- ProVision Firewall Management (Small)
- ProVision Firewall Management (Standard)
- ProVision Firewall Management (Enterprise)

Automated Compliance (Per Organization)

- Automated Compliance Single Framework (1-100 FTE)
- Automated Compliance Single Framework (101-500 FTE)
- Automated Compliance Single Framework (501-1,000 FTE)

- Automated Compliance Single Framework (1,001-5,001 FTE)
- Automated Compliance Single Framework (5,001+ FTE)

Additional details on these optional ProVision modules is attached. Please see ***Foresite-ProVision-Service-Description.pdf***.

*Optional modules require ProVision Essential or ProVision Elite
**CrowdStrike pricing is available for organizations up to 2,500 endpoints. Manufacture authorization and potentially better pricing available for larger organizations.

World Wide Technology

Pursuant to the terms and conditions of the RFQ, WWT shall conform to Section 22: Use of Subcontractors by having a contract with WWT's contractors, subcontractors, and subvendors providing for alternate the payment terms, as is permitted under per section 287.0585(2), F.S.

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
___X__ 43230000-NASPO-16-ACS Cloud Solutions
______ 43230000-23-NASPO-ACS Software Value Added Reseller (SVAR)

II. Pricing Instructions

The vendor shall provide fixed rates quoted at or below the rates in the applicable ACS contract selected in Section I above. FL[DS] anticipates purchasing the 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.

III. Pricing

All below pricing is Not-To-Exceed (NTE) Pricing. Final pricing will be negotiated prior to final purchase.

The next pricing models are for the Secure Email Gateway (SEG). They include licensing, ***no cost*** implementation, and program management. Additional services, such as, paid for training, managed, and technical account manager (TAM) services are show for each as an additional cost.

The Initial Configuration Service is on a per customer entity basis and only quantity 1 (one) needs to be purchased for each customer entity for the initial configuration. Therefore, it was not included in the per user rate costs.

Secure Email Gateway (SEG) Pricing

For up to 2,500 Users Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	Initial Software Year One year of SEG software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	$ 66.93
2	Subsequent Software Year One year of SEG software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	$ 66.93

For up to 2,500 Users Renewal Term Pricing (Years 4-6) (Optional)		
Item No.	**Description**	**Rate Per User**
1	Renewal Software Year (~15% increase from year 1) One year of SEG software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	$ 76.97

2	**Subsequent Software Year (~5% increase YoY) One year of SEG software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 80.82

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-104	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 1001 to 2500 Users: 2,500 Term: 12 mo	$ 150.00	$ 61.27
Proofpoint Implementation SKU			
PP-PST-IS-IMP	InfoSec PS Implementation Services - (Cost is 10% of the list of subscription)	$ 0.01	$ -
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Item No. 2 - ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-104	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 1001 to 2500 Users: 2,500 Term: 12 mo	$ 150.00	$ 61.27
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Recommended Add-On Services (not Included in the Per User Pricing)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint Technical Account Manager (TAM) SKUs			
PP-SUP-PREM-I-102	Premium Support for Information Security Products - 12 Month - Tier 1 Term: 12 mo	$ 75,000.00	$ 73,125.00
Proofpoint Implementation SKUs			

PP-PST-EFD-INT-103	Proofpoint EFD Initial Configuration 10001 to 1000000	$ 2,000.00	$ 120.00
Proofpoint Managed Services SKUs			
PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Term 12 Months Users: 5,000 Term: 12 mo	$ 188.00	$ 19.96
Proofpoint Training SKUs			
PP-PROT-ILT-L2	Proofpoint Level 2 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
PP-PROT-ILT-L3	Proofpoint Level 3 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
Foresite Managed Services SKUs			
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Users: 2,001 to 2,500 Users	$ 25,000.00	$ 19.12

For up to 5,000 Users Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	**Initial Software Year One year of SEG software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services**	$ 46.11
2	**Subsequent Software Year One year of SEG software Solution as described in the RFQ per user. To include: • ongoing training**	$ 48.42

	• integration maintenance • support services	

For up to 5,000 Users Renewal Term Pricing (Years 4-6) (Optional)		
Item No.	**Description**	**Rate Per User**
1	**Renewal Software Year (~15% increase from year 1)** **One year of SEG software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 53.03
2	**Subsequent Software Year (~5% increase YoY)** **One year of SEG software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 55.68

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-105	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 2501 to 5000 (Must purchase min. 2,501 to leverage pricing) Users: 5,000 Term: 12 mo	$ 132.00	$ 40.45
Proofpoint Implementation SKU			

PP-PST-IS-IMP	InfoSec PS Implementation Services - (Cost is 10% of the list of subscription)	$ 0.01	$ -
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Item No. 2 - ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-105	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 2501 to 5000 (Must purchase min. 2,501 to leverage pricing) Users: 5,000 Term: 12 mo	$ 132.00	$ 40.45
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Recommended Add-On Services (not Included in the Per User Pricing)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint Technical Account Manager (TAM) SKUs			
PP-SUP-PREM-I-102	Premium Support for Information Security Products - 12 Month - Tier 1 Term: 12 mo	$ 75,000.00	$ 73,125.00
Proofpoint Implementation SKUs			
PP-PST-EFD-INT-103	Proofpoint EFD Initial Configuration 10001 to 1000000	$ 2,000.00	$ 120.00
Proofpoint Managed Services SKUs			
PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Term 12 Months Users: 5,000 Term: 12 mo	$ 188.00	$ 19.96
Proofpoint Training SKUs			
PP-PROT-ILT-L2	Proofpoint Level 2 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
PP-PROT-ILT-L3	Proofpoint Level 3 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
Foresite Managed Services SKUs			

PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 4,501 to 5,000	$ 25,000.00	$ 8.59

For up to 10,000 Users Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	**Initial Software Year** **One year of SEG software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 37.83
2	**Subsequent Software Year** **One year of SEG software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 37.83

For up to 10,000 Users Renewal Term Pricing (Years 4-6) (Optional)		
Item No.	**Description**	**Rate Per User**
1	**Renewal Software Year (~15% increase from year 1)** **One year of SEG software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 43.50
2	**Subsequent Software Year (~5% increase YoY)** **One year of SEG software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 45.68

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-106	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 5001 to 10000 (Must purchase min. 5,001 to leverage pricing) Users: 10,000 Term: 12 mo	$ 111.00	$ 32.17
Proofpoint Implementation SKU			
PP-PST-IS-IMP	InfoSec PS Implementation Services - (Cost is 10% of the list of subscription)	$ 0.01	$ -
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Item No. 2 - ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-106	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 5001 to 10000 (Must purchase min. 5,001 to leverage pricing) Users: 10,000 Term: 12 mo	$ 111.00	$ 32.17
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Recommended Add-On Services (not Included in the Per User Pricing)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint Technical Account Manager (TAM) SKUs			
PP-SUP-PREM-I-102	Premium Support for Information Security Products - 12 Month - Tier 1 Term: 12 mo	$ 75,000.00	$ 73,125.00
Proofpoint Implementation SKUs			
PP-PST-EFD-INT-103	Proofpoint EFD Initial Configuration 10001 to 1000000	$ 2,000.00	$ 120.00
Proofpoint Managed Services SKUs			
PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Term 12 Months Users: 10,000 Term: 12 mo	$ 188.00	$ 17.62
Proofpoint Training SKUs			
PP-PROT-ILT-L2	Proofpoint Level 2 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
PP-PROT-ILT-L3	Proofpoint Level 3 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
Foresite Managed Services SKUs			
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 9,501 to 10,000	$ 25,000.00	$ 4.44

The following two options include Managed Services. The first is Managed Services from Proofpoint on a 9 to 5, Monday through Friday operational hours on a per user basis. There is no minimum for the number of users for this solution.

For up to 10,000+ Users with Proofpoint Managed Services Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	**Initial Software Year** **One year of SEG software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 52.70
2	**Subsequent Software Year** **One year of SEG software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 52.70

For up to 10,000+ Users with Proofpoint Managed Services Renewal Term Pricing (Years 4-6) (Optional)		
Item No.	**Description**	**Rate Per User**
1	**Renewal Software Year (~15% increase from year 1)** **One year of SEG software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 60.61
2	**Subsequent Software Year (~5% increase YoY)** **One year of SEG software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 63.64

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-107	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 10001 to 20000 (Must purchase min. 10,001 to leverage pricing) Users: 10,001 Term: 12	$ 82.00	$ 29.42
Proofpoint Implementation SKU			
PP-PST-IS-IMP	InfoSec PS Implementation Services - (Cost is 10% of the list of subscription)	$ 0.01	$ -
Proofpoint Managed Services SKUs			

PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Term 12 Months Users: 10,000 Term: 12 mo	$ 188.00	$ 17.62
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Item No. 2 - ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-107	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 10001 to 20000 (Must purchase min. 10,001 to leverage pricing) Users: 10,001 Term: 12	$ 82.00	$ 29.42
Proofpoint Managed Services SKUs			
PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Term 12 Months Users: 10,000 Term: 12 mo	$ 188.00	$ 17.62
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Recommened Add-On Services (not Included in the Per User Pricing)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint Technical Account Manager (TAM) SKUs			
PP-SUP-PREM-I-102	Premium Support for Information Security Products - 12 Month - Tier 1 Term: 12 mo	$ 75,000.00	$ 73,125.00

Proofpoint Implementation SKUs			
PP-PST-EFD-INT-103	Proofpoint EFD Initial Configuration 10001 to 1000000	$ 2,000.00	$ 120.00
Proofpoint Training SKUs			
PP-PROT-ILT-L2	Proofpoint Level 2 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
PP-PROT-ILT-L3	Proofpoint Level 3 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54

The second is Managed Services from WWT and Foresite on 24/7operational hours on a per user basis. There is minimum of 1,000 users for this solution.

For up to 10,000+ Users with Foresite Managed Services Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	Initial Software Year One year of SEG software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	$ 39.28
2	Subsequent Software Year One year of SEG software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	$ 39.28

For up to 10,000+ Users with Foresite Managed Services Renewal Term Pricing (Years 4-6) (Optional)		
Item No.	**Description**	**Rate Per User**
1	Renewal Software Year (~15% increase from year 1) One year of SEG software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	$ 45.17

2	**Subsequent Software Year (~5% increase YoY) One year of SEG software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 47.43

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-107	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 10001 to 20000 (Must purchase min. 10,001 to leverage pricing) Users: 10,001 Term: 12	$ 82.00	$ 29.42
Proofpoint Implementation SKU			
PP-PST-IS-IMP	InfoSec PS Implementation Services - (Cost is 10% of the list of subscription)	$ 0.01	$ -
Foresite Managed Services SKUs			
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 10,001+	$ 25,000.00	$ 4.20
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Item No. 2 - ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-107	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 10001 to 20000 (Must purchase min. 10,001 to leverage pricing) Users: 10,001 Term: 12	$ 82.00	$ 29.42
Foresite Managed Services SKUs			
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 10,001+	$ 25,000.00	$ 4.20
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Recommended Add-On Services (not Included in the Per User Pricing)			
ACS SKU Number	ACS SKU Description	Market Price	ACS Price
Proofpoint Technical Account Manager (TAM) SKUs			
PP-SUP-PREM-I-102	Premium Support for Information Security Products - 12 Month - Tier 1 Term: 12 mo	$ 75,000.00	$ 73,125.00
Proofpoint Implementation SKUs			
PP-PST-EFD-INT-103	Proofpoint EFD Initial Configuration 10001 to 1000000	$ 2,000.00	$ 120.00
Proofpoint Training SKUs			
PP-PROT-ILT-L2	Proofpoint Level 2 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
PP-PROT-ILT-L3	Proofpoint Level 3 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54

Integrated Cloud Email Security (ICES) Pricing

The next pricing models are for the Integrated Cloud Email Security (ICES). They include licensing, ***no cost*** implementation, and program management. Additional services, such as, paid for training, managed, and technical account manager (TAM) services are show for each as an additional cost.

The Initial Configuration Service is on a per customer entity basis and only quantity 1 (one) needs to be purchased for each customer entity for the initial configuration. Therefore, it was not included in the per user rate costs.

For up to 2,500 Users Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	**Initial Software Year** **One year of ICES software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 31.40
2	**Subsequent Software Year (~5% increase YoY)** **One year of ICES software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 32.97

For up to 2,500 Users Renewal Term Pricing (Years 4-6) (Optional)		
Item No.	**Description**	**Rate Per User**
1	**Renewal Software Year (~15% increase YoY)** **One year of ICES software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 36.11
2	**Subsequent Software Year (~5% increase YoY)** **One year of ICES software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 37.92

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
	Proofpoint Technical Account Manager (TAM) SKUs		
PP-B-PX-S-A-104	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 1001 - 2500 users - 12 months Users: 2,500 Term: 12	$ 56.52	$ 25.74
	Proofpoint Implementation SKUs		
PP-PST-IS-IMP	InfoSec PS Implementation Services - (Cost is 10% of the list of subscription)	$ 0.01	$ -
	WWT Program Management Pricing per User Per Year		
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Item No. 2 - ACS Pricing Breakdown (without implementation)			
ACS SKU Number	ACS SKU Description	Market Price	ACS Price
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-B-PX-S-A-104	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 1001 - 2500 users - 12 months Users: 2,500 Term: 12	$ 56.52	$ 25.74
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Recommended Add-On Services (not Included in the Per User Pricing)			
ACS SKU Number	ACS SKU Description	Market Price	ACS Price
Proofpoint Technical Account Manager (TAM) SKUs			
PP-SUP-PREM-I-102	Premium Support for Information Security Products - 12 Month - Tier 1 Term: 12 mo	$ 75,000.00	$ 73,125.00
Proofpoint Implementation SKUs			
PP-PST-EFD-INT-103	Proofpoint EFD Initial Configuration 10001 to 1000000	$ 2,000.00	$ 120.00
Proofpoint Managed Services SKUs			
PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Term 12 Months Users: 5,000 Term: 12 mo	$ 188.00	$ 19.96
Proofpoint Training SKUs			
PP-PROT-ILT-L2	Proofpoint Level 2 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
PP-PROT-ILT-L3	Proofpoint Level 3 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
Foresite Managed Services SKUs			
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Users: 2,001 to 2,500 Users	$ 25,000.00	$ 12.80

For up to 5,000 Users Initial Term Pricing (Years 1-3)		
Item No.	Description	Rate Per User
1	Initial Software Year One year of ICES software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	$ 24.05
2	Subsequent Software Year One year of ICES software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	$ 25.25

For up to 5,000 Users Renewal Term Pricing (Years 4-6) (Optional)		
Item No.	Description	Rate Per User
1	Renewal Software Year (~15% increase YoY) One year of ICES software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	$ 27.66

2	**Subsequent Software Year (~5% increase YoY)** **One year of ICES software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 29.04

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint Technical Account Manager (TAM) SKUs			
PP-B-PX-S-A-105	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 2501 - 5000 users - 12 months (Must purchase at min. 2,501 to leverage pricing) Users: 5,000 Term: 12 mo	$ 45.22	$ 18.39
Proofpoint Implementation SKUs			
PP-PST-IS-IMP	InfoSec PS Implementation Services - (Cost is 10% of the list of subscription)	$ 0.01	$ -
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Item No. 2 - ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-B-PX-S-A-105	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 2501 - 5000 users - 12 months (Must purchase at min. 2,501 to leverage pricing) Users: 5,000 Term: 12 mo	$ 45.22	$ 18.39
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Recommended Add-On Services (not Included in the Per User Pricing)

ACS SKU Number	ACS SKU Description	Market Price	ACS Price
Proofpoint Technical Account Manager (TAM) SKUs			
PP-SUP-PREM-I-102	Premium Support for Information Security Products - 12 Month - Tier 1 Term: 12 mo	$ 75,000.00	$ 73,125.00
Proofpoint Implementation SKUs			
PP-PST-EFD-INT-103	Proofpoint EFD Initial Configuration 10001 to 1000000	$ 2,000.00	$ 120.00
Proofpoint Managed Services SKUs			
PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Term 12 Months Users: 5,000 Term: 12 mo	$ 188.00	$ 19.96
Proofpoint Training SKUs			
PP-PROT-ILT-L2	Proofpoint Level 2 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
PP-PROT-ILT-L3	Proofpoint Level 3 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
Foresite Managed Services SKUs			
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 4,501 to 5,000	$ 25,000.00	$ 8.59

For up to 10,000 Users Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	**Initial Software Year** **One year of ICES software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 19.15
2	**Subsequent Software Year** **One year of ICES software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 20.11

For up to 10,000 Users Renewal Term Pricing (Years 4-6) (Optional)		
Item No.	**Description**	**Rate Per User**
1	**Renewal Software Year (~15% increase YoY)** **One year of ICES software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 22.02

2	**Subsequent Software Year (~5% increase YoY) One year of ICES software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 23.12

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint Technical Account Manager (TAM) SKUs			
PP-B-PX-S-A-106	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 5001 - 10000 users - 12 months (Must purchase at min. 5,001 to leverage pricing) Users: 10,000 Term: 12 mo	$ 37.85	$ 13.49
Proofpoint Implementation SKUs			
PP-PST-IS-IMP	InfoSec PS Implementation Services - (Cost is 10% of the list of subscription)	$ 0.01	$ -
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Item No. 2 - ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-B-PX-S-A-106	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 5001 - 10000 users - 12 months (Must purchase at min. 5,001 to leverage pricing) Users: 10,000 Term: 12 mo	$ 37.85	$ 13.49
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Recommended Add-On Services (not Included in the Per User Pricing)

ACS SKU Number	ACS SKU Description	Market Price	ACS Price
Proofpoint Technical Account Manager (TAM) SKUs			
PP-SUP-PREM-I-102	Premium Support for Information Security Products - 12 Month - Tier 1 Term: 12 mo	$ 75,000.00	$ 73,125.00
Proofpoint Implementation SKUs			
PP-PST-EFD-INT-103	Proofpoint EFD Initial Configuration 10001 to 1000000	$ 2,000.00	$ 120.00
Proofpoint Managed Services SKUs			
PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Term 12 Months Users: 10,000 Term: 12 mo	$ 188.00	$ 17.62
Proofpoint Training SKUs			
PP-PROT-ILT-L2	Proofpoint Level 2 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
PP-PROT-ILT-L3	Proofpoint Level 3 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
Foresite Managed Services SKUs			
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 4,501 to 5,000	$ 25,000.00	$ 4.44

The following two options include Managed Services. The first is Managed Services from Proofpoint on a 9 to 5, Monday through Friday operational hours on a per user basis. There is no minimum for the number of users for this solution.

For 10,000+ Users with Proofpoint Managed Services Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	**Initial Software Year** **One year of ICES software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 34.32
2	**Subsequent Software Year One year of ICES software Solution as described in the RFQ per user. To include:** **• ongoing training** **• integration maintenance** **• support services**	$ 34.32

For 10,000+ Users with Proofpoint Managed Services Renewal Term Pricing (Years 4-6) (Optional)		
Item No.	**Description**	**Rate Per User**
1	**Renewal Software Year (~15% increase YoY)** **One year of ICES software Solution as described in the RFQ per user. To include:** **• implementation** **• initial training** **• initial Integration** **• integration maintenance** **• support services**	$ 39.47

2	**Subsequent Software Year (~5% increase YoY) One year of ICES software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services**	$ 41.44

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint Technical Account Manager (TAM) SKUs			
PP-B-PX-S-A-107	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 10001 - 20000 users - 12 months (Must purchase at min. 10,001 to leverage pricing) Users: 10,001 Term: 12 mo	$ 33.31	$ 11.04
Proofpoint Implementation SKUs			
PP-PST-IS-IMP	InfoSec PS Implementation Services - (Cost is 10% of the list of subscription)	$ 0.01	$ -
Proofpoint Managed Services SKUs			
PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Term 12 Months Users: 10,000 Term: 12 mo	$ 188.00	$ 17.62
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Item No. 2 - ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-B-PX-S-A-107	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 10001 - 20000 users - 12 months (Must purchase at min. 10,001 to leverage pricing) Users: 10,001 Term: 12 mo	$ 33.31	$ 11.04
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Recommended Add-On Services (not Included in the Per User Pricing)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint Technical Account Manager (TAM) SKUs			
PP-SUP-PREM-I-102	Premium Support for Information Security Products - 12 Month - Tier 1 Term: 12 mo	$ 75,000.00	$ 73,125.00
Proofpoint Implementation SKUs			
PP-PST-EFD-INT-103	Proofpoint EFD Initial Configuration 10001 to 1000000	$ 2,000.00	$ 120.00
Proofpoint Training SKUs			
PP-PROT-ILT-L2	Proofpoint Level 2 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
PP-PROT-ILT-L3	Proofpoint Level 3 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54

The second is Managed Services from WWT and Foresite on 24/7operational hours on a per user basis. There is minimum of 1,000 users for this solution.

For 10,000+ Users with Foresite Managed Services Initial Term Pricing (Years 1-3)		
Item No.	Description	Rate Per User
1	Initial Software Year One year of ICES software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	$ 20.90
2	Subsequent Software Year One year of ICES software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	$ 20.90

For 10,000+ Users with Foresite Managed Services Renewal Term Pricing (Years 4-6) (Optional)		
Item No.	Description	Rate Per User
1	Renewal Software Year (~15% increase YoY) One year of ICES software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	$ 24.04

2	**Subsequent Software Year (~5% increase YoY) One year of ICES software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services**	$ 25.24

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint Technical Account Manager (TAM) SKUs			
PP-B-PX-S-A-107	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 10001 - 20000 users - 12 months (Must purchase at min. 10,001 to leverage pricing) Users: 10,001+ Term: 12 mo	$ 33.31	$ 11.04
Proofpoint Implementation SKUs			
PP-PST-IS-IMP	InfoSec PS Implementation Services - (Cost is 10% of the list of subscription)	$ 0.01	$ -
Foresite Managed Services SKUs			
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 10,001+	$ 25,000.00	$ 4.20
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Item No. 2 - ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-B-PX-S-A-107	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 10001 - 20000 users - 12 months (Must purchase at min. 10,001 to leverage pricing) Users: 10,001 Term: 12 mo	$ 33.31	$ 11.04
Foresite Managed Services SKUs			

PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 10,001+	$ 25,000.00	$ 4.20
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

Recommended Add-On Services (not Included in the Per User Pricing)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint Technical Account Manager (TAM) SKUs			
PP-SUP-PREM-I-102	Premium Support for Information Security Products - 12 Month - Tier 1 Term: 12 mo	$ 75,000.00	$ 73,125.00
Proofpoint Implementation SKUs			
PP-PST-EFD-INT-103	Proofpoint EFD Initial Configuration 10001 to 1000000	$ 2,000.00	$ 120.00
Proofpoint Training SKUs			
PP-PROT-ILT-L2	Proofpoint Level 2 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54
PP-PROT-ILT-L3	Proofpoint Level 3 Email and Information Protection Training Per Person	$ 2,400.00	$ 2,345.54

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:

ACS pricing is in the section above.

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			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
Proofpoint P1 Plus Licensing SKUs for Secure Email Gateway (SEG)			
PP-P1PM-S-A-104	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 1001 to 2500 for 12 Months	$ 150.00	$ 61.27
PP-P1PM-S-A-105	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 2501 to 5000 for 12 Months (Must purchase min. 2,501 to leverage pricing)	$ 132.00	$ 40.45
PP-P1PM-S-A-106	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 5001 to 10000 for 12 Months (Must purchase min. 5,001 to leverage pricing)	$ 111.00	$ 32.17
PP-P1PM-S-A-107	PFPT Enterprise P1 Plus McAfee - S - 12 Month - Tier 10001 to 20000 for 12 Months (Must purchase min. 10,001 to leverage pricing)	$ 82.00	$ 29.42
Proofpoint PX Licensing SKUs (ICES)			
PP-B-PX-S-A-104	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 1001 - 2500 users - 12 months	$ 56.52	$ 25.74
PP-B-PX-S-A-105	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 2501 - 5000 users - 12 months (Must purchase at min. 2,501 to leverage pricing)	$ 45.22	$ 18.39
PP-B-PX-S-A-106	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 5001 - 10000 users - 12 months (Must purchase at min. 5,001 to leverage pricing)	$ 37.85	$ 13.49
PP-B-PX-S-A-107	Inline API deployment, AI/ML BEC and phishing protection, TAP dashboard, cloud Threat Response Auto-Pull - 10001 - 20000 users - 12 months (Must purchase at min. 10,001 to leverage pricing)	$ 33.31	$ 11.04
Proofpoint Managed Services SKUs			

PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Users: 5,000 Term: 12 mo	$ 188.00	$ 19.96
PP-MS-MSES-C-101	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR during regular business hours. Tier 1 - 10000 Users: 10,000 Term: 12 mo	$ 188.00	$ 17.62
Foresite Managed Services SKUs			
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Users: 1,000 to 1,500 Users	$ 25,000.00	$ 23.33
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Users: 1,501 to 2,000 Users	$ 25,000.00	$ 21.23
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Users: 2,001 to 2,500 Users	$ 25,000.00	$ 19.12
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Users: 2,501 to 3,000 Users	$ 25,000.00	$ 17.01
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 3,001 to 3,500	$ 25,000.00	$ 14.91
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 3,501 to 4,000	$ 25,000.00	$ 12.80

PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 4,001 to 4,500	$ 25,000.00	$ 10.69
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 4,501 to 5,000	$ 25,000.00	$ 8.59
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 5,001 to 5,500	$ 25,000.00	$ 6.53
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 5,501 to 6,000	$ 25,000.00	$ 6.31
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 6,001 to 6,500	$ 25,000.00	$ 6.07
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 6,501 to 7,000	$ 25,000.00	$ 5.84
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 7,001 to 7,500	$ 25,000.00	$ 5.60
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 7,501 to 8,000	$ 25,000.00	$ 5.37
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 8,001 to 8,500	$ 25,000.00	$ 5.13

PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 8,501 to 9,000	$ 25,000.00	$ 4.91
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 9,001 to 9,500	$ 25,000.00	$ 4.67
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 9,501 to 10,000	$ 25,000.00	$ 4.44
PS-SUPP-1	This service will provide ongoing operational assistance for Proofpoint Enterprise, TAP, TRAP and CLEAR 24 Hours a Day, 7 Days a Week Term 12 Months Per User 10,001+	$ 25,000.00	$ 4.20
WWT Program Management Pricing per User Per Year			
PS-SUPP-1	WWT Program Management	$ 25,000.00	$ 5.66

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.

None submitted in this document.

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.

World Wide Technology

In a challenging world where the landscape has changed and attacks are increasing, WWT looks forward to speaking with the State of Florida about how we can assist with our people, our labs and our WWT Digital Platform. Our Cyber Security Project Team has been built to help drive the Department's security program and business outcomes with our security services, Strategic Staffing capabilities, and the proactively offered resources behind them to that bring education, insight and depth to the State of Florida team.

Advanced Technology Center (ATC)

To answer the most complex questions, we have developed an immersive learning platform, powered by our ATC and designed to be at the forefront of what is possible. This physical and virtual ecosystem of innovation, research, community, labs and thought leadership accelerates the Department's knowledge in cybersecurity.

The ATC is a collaborative ecosystem used to design, build, educate, demonstrate and deploy innovative technology products and integrated architectural solutions for our customers, partners and employees around the globe. The heart of the ATC is our Data Centers which house 500+ racks of equipment used to cut technology evaluation time from months to weeks, if not days.

We partner with the world's leading technology manufacturers — from Silicon Valley heavyweights to emerging tech players — to deliver innovative solutions that drive business outcomes and position our customers to take on the business challenges of tomorrow.

Adopting a combination of on-premise, off-premise and public cloud capabilities is the only way to keep up with the rapid market changes digital disruption is driving. The ATC is a replica of that ever-changing landscape with integration into all three major Cloud Service Providers, leveraging low latency connections through our Equinix Extension as shown in Figure 1.

Google Cloud
aws
ATC
EQUINIX

Figure 1
The ATC infrastructure facilitates fast proofs of concept for current and future use cases

We use enterprise-class traffic generation tools, such as Ixia IxLoad, to simulate the applications that are unique to the Department to show how a solution seamlessly integrates into its network. Over the years, WWT has developed a testing framework that allows us to go from concept to test plan to achieve the outcome needed for product or solution evaluation. This yields the following benefits:

- Testing use cases
- Comparison
- Upgrade/Migration
- Architecture Validation
- Performance
- Functionality

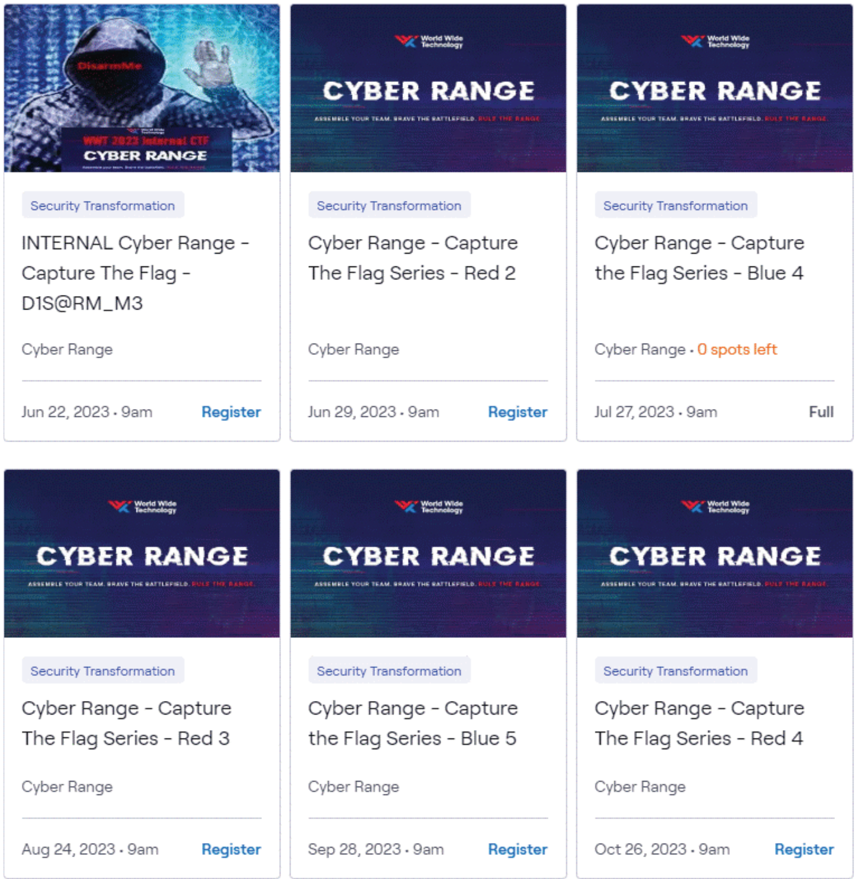
WWT Cyber Range

WWT Cyber Range, formerly called Lab as a Service, addresses the need for our customers to upskill their staff, compare and test new technologies and configuration changes, gain insights into industry innovation, and accelerate successful adoption in a safe and secure environment. WWT offers a free monthly Cyber Range where your teams can join and sharpen their security skills in our environment competing against other teams from around the world.

WWT's Cyber Range provides operations teams unprecedented training and access to a suite of commercial tools that are actually used in a real-world cyber incident. Customers can also leverage WWT's Advanced Technology Center (ATC) support staff, and our expansive list of OEM partnerships, to build their own customized cyber range environment to suit their unique needs.

In a world with ever-evolving security threats, the need for comprehensive security solutions has never been greater. WWT's Cyber Range is a virtual arena to fortify your cyber defenses across your people, process and technology.

Upcoming Capture The Flag events:



Security Transformation
INTERNAL Cyber Range - Capture The Flag - D1S@RM_M3
Cyber Range
Jun 22, 2023 · 9am Register

Security Transformation
Cyber Range - Capture The Flag Series - Red 2
Cyber Range
Jun 29, 2023 · 9am Register

Security Transformation
Cyber Range - Capture the Flag Series - Blue 4
Cyber Range · 0 spots left
Jul 27, 2023 · 9am Full

Security Transformation
Cyber Range - Capture The Flag Series - Red 3
Cyber Range
Aug 24, 2023 · 9am Register

Security Transformation
Cyber Range - Capture the Flag Series - Blue 5
Cyber Range
Sep 28, 2023 · 9am Register

Security Transformation
Cyber Range - Capture The Flag Series - Red 4
Cyber Range
Oct 26, 2023 · 9am Register

Use WWT's Cyber Range to:

Accelerate evaluation of advanced cyber technologies that boost resiliency. Risk reduction and value realization through hands-on testing and exposure to the latest innovations in cybersecurity.

Bolster your capabilities by enhancing skillsets for emerging tools and solutions. Real-world training to sharpen your teams' cybersecurity skills and increase vigilance in an ever-evolving threat landscape.

Strengthen your posture by assessing individual skills and identifying gaps on your teams. Get hands-on with new attacks and vulnerabilities to evaluate how your defenses stack up to industry benchmarks.

Cyber Range is powered by the WWT ATC

WWT's Advanced Technology Center (ATC) Platform is a capability that organizations can lean on to make smart technology decisions fast to accelerate security transformation.

There is no other platform in the world that features:

- Insight and intellectual capital that reaches into every sector of the economy
- Industry-leading partnerships with the world's largest OEMs and technology companies
- Independent and informed guidance with a customer-centric approach

Use our platform to:

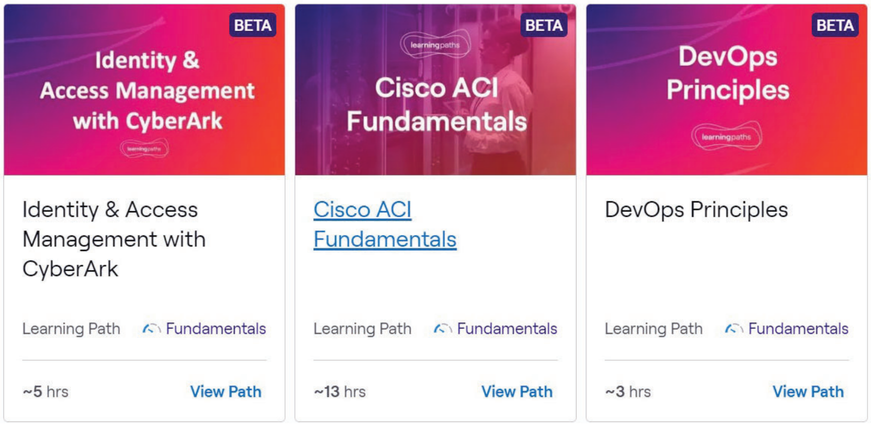
- Get hands-on, on-demand experience
- Capture real-world insights and research
- Leverage practical and actionable guidance
- Compare, contrast and validate multi-vendor solutions
- Think creatively about strategy
- Tap into our industry-leading expertise and unparalleled training

WWT Digital Platform @ https://www.wwt.com

WWT customers have access to the WWT Platform @ https://www.wwt.com which is a educational and training platform with deep technical content on technology solutions and business that can help drive your business outcomes.   From insight articles on Security Transformation to updates on the partners ecosystem, this is a rich resource for all of your team from executives to security analysts. This is where we host our industry leading articles, labs, and communities to educate and collaborate with our customers, partners and colleagues.

WWT Free Training on the WWT Platform

WWT has free training thru our WWT Learning Paths on the WWT Platform that all customers can utilize. There are currently over 22 current Learning paths around Technology and Security Solutions from Identity & Access Management to Data Protection to DevOps to AWS and more. Below is a sample of the free training courses available.



Identity & Access Management with CyberArk

Learning Path | Fundamentals

~5 hrs | View Path

Cisco ACI Fundamentals

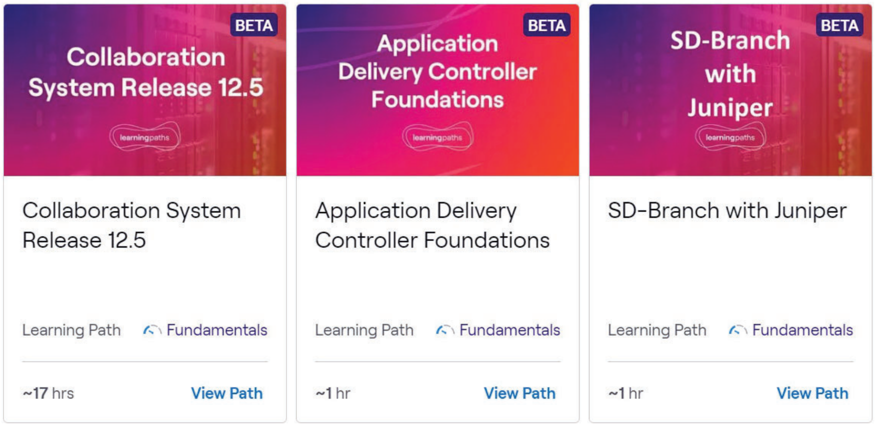
Learning Path | Fundamentals

~13 hrs | View Path

DevOps Principles

Learning Path | Fundamentals

~3 hrs | View Path


BETA
Collaboration System Release 12.5
learningpaths
BETA
Application Delivery Controller Foundations
learningpaths
BETA
SD-Branch with Juniper
learningpaths

Collaboration System Release 12.5

Learning Path Fundamentals

~17 hrs View Path

Application Delivery Controller Foundations

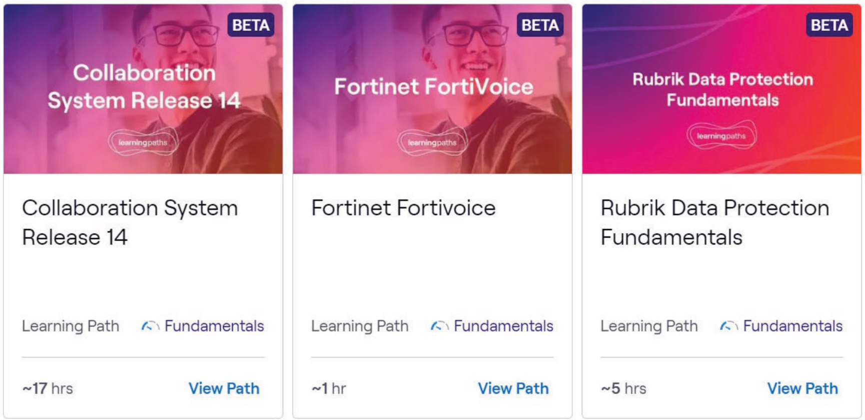
Learning Path Fundamentals

~1 hr View Path

SD-Branch with Juniper

Learning Path Fundamentals

~1 hr View Path



Collaboration System Release 14

Learning Path Fundamentals

~17 hrs View Path

Fortinet Fortivoice

Learning Path Fundamentals

~1 hr View Path

Rubrik Data Protection Fundamentals

Learning Path Fundamentals

~5 hrs View Path

WWT Security Transformation Briefings

WWT will host routine Security Transformation briefings on a monthly and quarterly basis to give knowledge and insights on specific security topics to increase the security awareness and security maturity of all organizations.

WWT State-wide CISO roundtable

WWT will host a State-Wide CISO roundtable for CISOs and security executives across the State where we will dive into security topics and provide access to our WWT Security Experts. This interactive roundtable will allow security knowledge sharing and collaboration amongst all of the State-wide CISOs, WWT Security Experts and security executives to drive security maturity of all organizations.

Some topics that can be topics of these sessions are:

- Explore and simplify hot security topics
- Process Challenges
- Transforming your security architecture and responding to the needs of the business require seamless operations, cross- functional alignment and big picture planning.
- Segmentation Strategy
- MRA Remediation
- Security Transformation: Successful outcomes leveraging ATC & Cyber Range as a Service
- Transformational Security Buying, Rationalization

- Convergence of network and security services (SASE)
- Break down silos in SecOps solution stack (XDR)
- Operational shift toward zero trust maturity (ZTA)
- Maintain compliance and enforce security across multicloud
- Prune and optimize observability pipeline for security
- Simplify identity management and adopt passwordless

WWT Security Assessments

WWT will host security assessments on a routine basis in a workshop format to drive security outcomes. WWT's Security Assessments are for Department-identified security and operation teams and other key stakeholders. Our subject matter experts provide a customized assessment that enables the Department to understand emerging threats and develop a security strategy for increasing its security maturity for people, process and tools.

After conducting the assessment, WWT can offer the Department access to our ATC to further evaluate endpoint security solutions through a hands-on, practical approach. This includes customized product demos, real-world solution comparisons and integrations with our Cyber Analytics Reference Architecture, which includes SIEMs, automation and orchestration.

WWT Security Community Page and “Hour of Cyber”

WWT will host a security community page for the Department and its customers to drive security collaboration and content. Videos and content can be posted here for internal training and knowledge sharing among the Department and its customers.

We live in a time of extremes — on one end is cyber disruption, on the other, rapid innovation. WWT recognizes how important it is for security leaders to have a safe space for curated focused discussions from both business and technical perspectives.

Foci of this security community and “Hour of Cyber” are:

- Explore and simplify hot security topics
- Conquer the speed and complexity of cyber threats
- Share challenges faced by other global organizations
- Chart a path toward security transformation
- Capture and prioritize concerns and challenges
- Develop a plan to drive outcomes and fulfill business needs

What is “Hour of Cyber?”

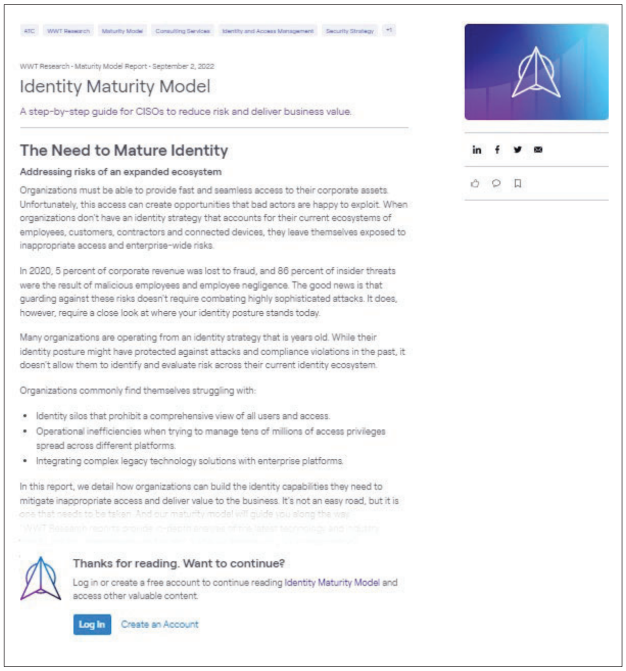
Our goal is to focus on the Department’s particular security needs and create a plan for a successful, optimized security transformation strategy. Sessions are scheduled for 50 minutes total, with 20 minutes for thought leadership exploration and 30-minutes for interactive dialogue and discussion.

WWT Community Example Link

This is a WWT Community that we created for the State of Florida Tanium project. It can be accessed through the link below to see an example of a WWT Community and its content.
https://www.wwt.com/community/wwt-florida-digital-services-tanium-services-project/about

WWT Research

WWT Research Reports gives insights as thought leaders in the market. Our **Technology Evaluations**, **Maturity Models**, **Priorities Reports, and Artificial Intelligence and Machine Learning (AI/ML) Applied Research Reports** each provide compelling business and technology insights that help the Department make smarter technology decisions faster and imagine the art of the possible. The screenshot below reveals a typical format for our WWT Research Reports.



WWT Research - Maturity Model Report - September 2, 2022

Identity Maturity Model

A step-by-step guide for CISOs to reduce risk and deliver business value.

The Need to Mature Identity

Addressing risks of an expanded ecosystem

Organizations must be able to provide fast and seamless access to their corporate assets. Unfortunately, this access can create opportunities that bad actors are happy to exploit. When organizations don't have an identity strategy that accounts for their current ecosystems of employees, customers, contractors and connected devices, they leave themselves exposed to inappropriate access and enterprise-wide risks.

In 2020, 5 percent of corporate revenue was lost to fraud, and 86 percent of insider threats were the result of malicious employees and employee negligence. The good news is that guarding against these risks doesn't require combating highly sophisticated attacks. It does, however, require a close look at where your identity posture stands today.

Many organizations are operating from an identity strategy that is years old. While their identity posture might have protected against attacks and compliance violations in the past, it doesn't allow them to identify and evaluate risk across their current identity ecosystem.

Organizations commonly find themselves struggling with:

- Identity silos that prohibit a comprehensive view of all users and access.
- Operational inefficiencies when trying to manage tens of millions of access privileges spread across different platforms.
- Integrating complex legacy technology solutions with enterprise platforms.

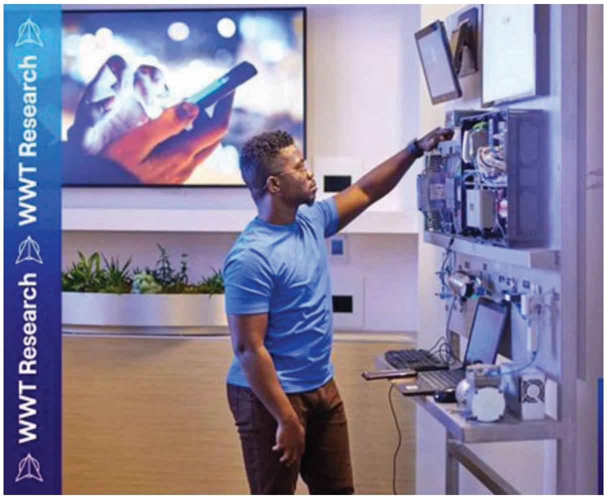
In this report, we detail how organizations can build the identity capabilities they need to mitigate inappropriate access and deliver value to the business. It's not an easy road, but it is one that needs to be taken. And our maturity model will guide you along the way.

WWT Research reports provide in-depth analysis of the latest technology and industry

Thanks for reading. Want to continue?

Log in or create a free account to continue reading Identity Maturity Model and access other valuable content.

These reports provide actionable insights into technology solutions and trends that can help you make more informed decisions and outpace the competition. Please see the links below for two WWT Research Reports.



Security Priorities for 2023 Explore

Security Maturity Model Explore

WWT TEC37 Podcasts

WWT hosts monthly technical webcasts on different security and technology topics that are available for our customers. We all learn differently. That's why we dive deep into security and technology on WWT TEC37 Podcasts through conversations with our experts. Please follow the links below for the podcasts.

Network Security
Securing and Scaling a Workforce On-the-Go with SASE | Research
Webinar

Security Transformation
Making Sense of Identity and Access Management | Research
Webinar

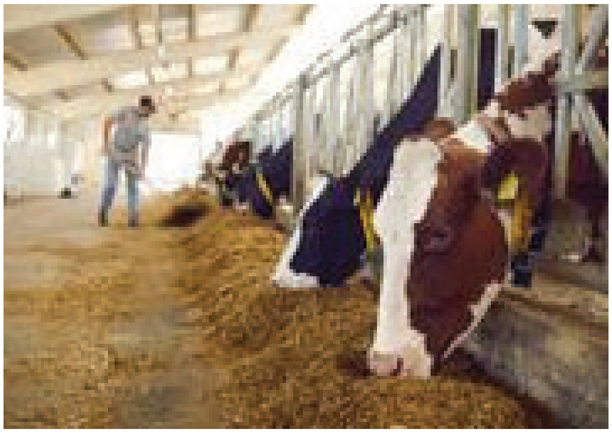
WWT Presents
RESEARCH
Jill Cochrane and Matt Berry on Observability and Visibility

Security Transformation
Let Me Be Clear: How to Gain Clarity and Control to Bolster Your Cyber Defenses | Research
Webinar

Security Transformation
TEC37 Security Series E10: Five Essential Steps to Improve Security Maturity
Webinar

WWT Case Studies

Our case studies show how we have helped organizations across industries adopt enterprise security programs that put the business first. Please follow the links below.



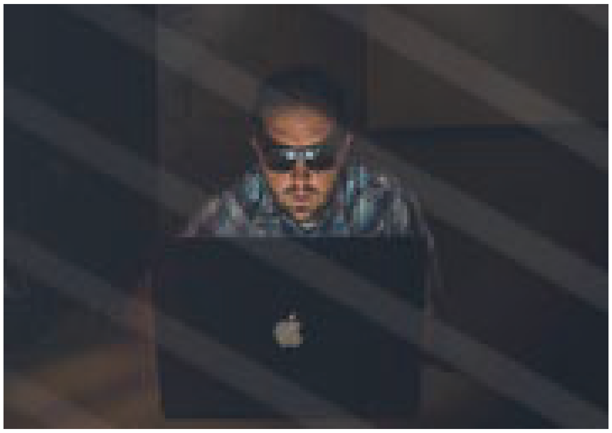
Customer Experience
Building a Modern, Elastic IT Infrastructure From Scratch for Elanco Animal Health to Streamline and Optimize M&A
Case Study

Customer Experience
Creating the Perfect Pizza Kitchen for Little Caesars
Case Study

SASE
Global Pharmaceutical Company Accelerates Comparison of SASE Solutions
Case Study

Zero Trust
Manufacturer Establishes Micro-segmentation Strategy to Address Risks of Flat Network
Case Study

Campus & LAN Switching
Global Pharmaceutical Company: Software-Defined Access Deployment
Case Study



Cyber Resilience
Manufacturer Recovers From Costly Ransomware Attack
Case Study

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.\

World Wide Technology, LLC
Vendor Name

Signature

43-1912895
FEIN

Gregory Brush
Signatory Printed Name

May 12, 2023
Date

ATTACHMENT B
CONTACT INFORMATION SHEET

I. Contact Instructions

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

II. Contact Information

	Contact for Quoting Purposes	Contact for the ATC and PO (if awarded)
Name:	Perry Bright	Carol Harting
Title:	Client Manager	Business Development Mgr
Address (Line 1):	1 World Wide Way	1 World Wide Way
Address (Line 2):	N/A	N/A
City, State, Zip Code	St. Louis, MO 63146	St. Louis, MO 63146
Telephone (Office):	N/A	314-995-6103
Telephone (Mobile):	850-803-0076	636-751-8399
Email:	perry.bright@wwt.com	carol.harting@wwt.com

Purchase Order
Terms & Conditions
Effective September 1, 2015

Section 1. Purchase Order.

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

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

Section 2. Performance.

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

B. Performance Deficiency.
If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees.

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

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.

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

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 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)

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:

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.

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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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

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 WORLD WIDE TECHNOLOGY LLC

This Confidentiality and Non-Disclosure Agreement ("Agreement") is between the Florida Department of Management Services ("Department"), a state agency, and World Wide Technology 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-22/23-161, Email Security 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

DocuSigned by:
By: Pedro Allende
5E91A9D369EB47C...

Name: Pedro Allende

Title: Secretary

Date: 6/14/2023 | 5:32 PM EDT

World Wide Technology, LLC

By: Gregory Brush Digitally signed by Gregory Brush Date: 2023.05.12 14:03:41 -05'00'

Name: Gregory Brush

Title: Area Vice President, Public Sector

Date: May 12, 2023