

ADDENDUM AGREEMENT BETWEEN ALACHUACOUNTY AND UNITED DATA TECHNOLOGIES INC., FOR HARDWARE REFRESH FOR THE PBX, NO. 13816

This Addendum Agreement (the “Agreement”) entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the “County”), and United Data Technologies Inc., (“UDT”), a Florida for Profit Corporation, authorized to do business in the State of Florida. Collectively, the County and UDT are referred to herein as the “Parties” and individually, as appropriate, as a “Party.”

WHEREAS, the County requires a Hardware Refresh of the County PBX system (the “Services”); and,

WHEREAS, CISCO Systems Inc, is a Party in a NASPO Valuepoint Agreement, a Government Cooperative Purchasing Alliance, Contract 43220000-NASPO-19-ACS authorized for use by Florida agencies via a State of Florida Department of Management (DMS) Services Participating Entity Addendum Agreement, Agreement # AR3227, incorporated and attached hereto as Exhibit “1” (the “DMS Agreement”); and,

WHEREAS, UDT is a Third Party Vendor of Cisco Systems, Inc and qualified to provide these Services and submitted to the County a Quote for the required hardware upgrades, incorporated and attached hereto as Exhibit “2” (the “UDT Quote”) and a Statement of Work to support the hardware upgrades, incorporated and attached hereto as Exhibit “3” (the “UDT Scope of Service”); and

WHEREAS, pursuant to Chapter 22, Section 22.11 (12) and (13) of the Alachua County Procurement Code, the procurement of the services to be provided by UDT to the County pursuant to this Addendum are exempt from the County’s formal bidding and request for proposal processes; and

WHEREAS, the Parties agree to the terms and conditions of the DMS Agreement, UDT Quote, and UDT Scope of Service, except as modified herein,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Addendum.
2. The Parties agree to be bound by the DMS Agreement, UDT Quote, and UDT Scope of Services UDT Facilities Solutions Agreement, and the Omnia Agreement as authorized by the Alachua County Procurement Code, except as modified below:
3. The Parties agree to the following provisions.

a. Term

- i. The Term of this Agreement is effective upon execution by both Parties and continues through September 30, 2024

- ii. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

b. Payment:

- i. The County agrees to pay UDT an annual amount Not to Exceed \$164,644.56 based on the costs detailed in Exhibit 2 and 3.
- ii. As a condition precedent for any payment, the Contractor shall submit invoices to the County in accordance with the Billing Milestones contained in Exhibit "3" requesting payment for services properly rendered and expenses due. The `UDT's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The `UDT's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the `UDT's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, all services provided have served a public purpose, all obligations of the `UDT covered by prior invoices have been paid in full, and the amount requested is currently due and owing, there being no reason known to the `UDT that payment of any portion thereof should be withheld. Submission of the `UDT's invoice for final payment shall further constitute the `UDT's representation to the County that, upon receipt by the `UDT of the amount invoiced, all obligations of the `UDT to others, including its consultants, incurred in connection with the work, will be paid in full. The `UDT shall submit invoices to the County at the following address:

Alachua County Board of County Commissioners
Information and Telecon Services
26 NE 1st Street
Gainesville, FL 32601

- iii. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"),

c. Indemnification

- i. To the maximum extent permitted by Florida law, `UDT shall indemnify and hold harmless the County and its officers and employees from any and all

liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the gross negligence, recklessness, or intentional wrongful misconduct of 'UDT or anyone employed or utilized by 'UDT in the performance of this Agreement. 'UDT agrees that indemnification of the County shall extend to any and all Work performed by 'UDT, its subcontractors, employees, agents, servants or assigns.

- ii. 'UDT's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
 - iii. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of 'UDT's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and 'UDT.
 - iv. In any and all claims against the County or any of its agents or employees by any employee of 'UDT, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for 'UDT under workers' compensation acts, disability benefit acts or employee benefit acts.
 - v. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.
- d. **Insurance.** UDT will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in Exhibit "4" attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as Exhibit "4-A".
- e. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.
- f. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:
- i. Keep and maintain public records required by the County to perform the Services.
 - ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.

- iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems
- v. Failure of UDT to comply with this section will be deemed a breach of this Agreement and enforceable as set forth in §119.0701, Florida Statutes. If Contractor fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statutes and reasonable costs of enforcement, including fees under §119.12, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

- 4. This Addendum, when executed by both Parties, shall become binding on both Parties as an addendum and modification to the `UDT Facilities Solutions Agreement and Omnia Agreement.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed for the uses and purposes therein.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

UDT

Witness

By: Marly Ortega
Marly Ortega (Jun 5, 2023 14:53 EDT)

Print: Marly Ortega

Title: Director of Compliance & Legal Affairs

By: Fernando Fernandez
Fernando Fernandez (Jun 5, 2023 12:56 EDT)

Print: Fernando Fernandez

Title: CFO

Date: Jun 5, 2023

IF UDT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

Exhibit 1: DMS Agreement

DocuSign Envelope ID: EED9DD70-C855-4C2C-821E-EE608564441F

NASPO ValuePoint
PARTICIPATING ADDENDUM



**DATA COMMUNICATION PRODUCTS &
SERVICES (2019-2026)**

Led by the State of Utah

Master Agreement #: AR3227

Contractor: **Cisco Systems, Inc. (Contractor)**

Participating Entity: **State of Florida, Department of Management Services (Department)**

Agreement No. **43220000-NASPO-19-ACS**

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Data Communications Products and Services led by the State of Utah (Lead State) for use by Agencies, as defined in section 287.012, Florida Statutes, and authorized by section 287.042(16), Florida Statutes. For purposes of this Participating Addendum, the Department and Cisco Systems, Inc. are collectively referred to herein as the "Parties."
2. **Alternate Contract Source Agreement (ACS):** ACS refers to this Participating Addendum, Exhibit A: Additional Special Contract Conditions, Exhibit B: Special Contract Conditions, and the Master Agreement and all attachments.
3. **Order of Precedence:** All terms and conditions contained in the ACS are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS unless modified in writing by the parties.

This Participating Addendum and Exhibit A: Additional Special Contract Conditions may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into the ACS, enter into a written amendment with the Department reflecting the addition of such amendments.

In the event of conflict, the following order of priority governs:

- a) This Participating Addendum and all Amendments, with the latest issued having priority;
- b) Exhibit A: Additional Special Contract Conditions;
- c) Exhibit B: Special Contract Conditions;
- d) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions;
- e) Attachment B: Scope Awarded to Contractor
- f) Attachment C: Pricing Discounts and Value-Added Services
- g) An Order issued against the ACS;
- h) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions, Exhibits 1 and 2;
- i) The Solicitation, SK18001 (Request for Proposals), Data Communications Products and Services;
- j) The Contractor's response to the Solicitation, as revised (if permitted) and accepted

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NASPO ValuePoint
PARTICIPATING ADDENDUM



DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of Utah
by the Lead State.

4. Term of the Participating Addendum:

- a) **Initial Term:** The initial term of the ACS will become effective on the last date the document is signed by all Parties, whichever is later, and shall be effective through September 30, 2024, unless terminated earlier, in accordance with Exhibit A: Additional Special Contract Conditions or Exhibit B: Special Contract Conditions.
- b) **Renewal:** Upon agreement of the Parties, the Department and the Contractor may renew the ACS in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same term, conditions, and modifications set forth in the ACS. The Contractor and the Department may negotiate renewal term pricing, which shall not exceed the pricing provided during the initial term as set forth in the Master Agreement.

5. Product and Service Offering: The Contractor is authorized to provide the Products and Services set forth in Attachment C of the Master Price Agreement AR3227 as follows:

- Category 1.1: Unified Communications
- Category 1.2: Networking
- Category 1.3: Routers, Switches, Security, and Storage Networking
- Category 1.4: Wireless
- Category 1.5: Facility Management, Monitoring, and Control

Value Added Services are permitted under this PA to the extent they are within the scope of the Master Agreement, and do not overlap with services offered through a state term contract, agency customers are obligated to use the state term contract(s) to purchase the service(s).

6. Master Price Agreement Number: All purchase orders issued by agencies within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: AR3227 and Participating Addendum/ACS number: 43220000-NASPO-19-ACS.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**DATA COMMUNICATION PRODUCTS &
 SERVICES (2019-2026)**

Led by the State of Utah

7. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Gigi Feril
Address:	170 West Tasman Dr. San Jose CA 95134
Telephone:	(408) 424-0712
Email:	nvp-help@cisco.com

State of Florida

Name:	Christia Nunnery
Address:	4050 Esplanade Way, Tallahassee Florida 32399
Telephone:	850-488-8367
Email:	Christia.nunnery@dms.myflorida.com

8. Participating State or Entity Terms and Conditions

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the State of Florida. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to its contractual relationship with the Contractor under the Terms and Conditions of the State of Utah NASPO ValuePoint Master Agreement.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions:

Exhibit A – Additional Special Contract Conditions

Exhibit B – Special Contract Conditions

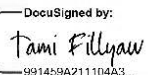
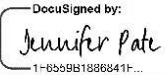
NASPO ValuePoint
PARTICIPATING ADDENDUM



DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of Utah

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Florida	Contractor: Cisco Systems, Inc.
By:  <small>DocuSigned by: 991459A211104A3...</small>	By:  <small>DocuSigned by: 1-6509B1886841F...</small>
Name: Tami Fillyaw	Name: Jennifer Pate
Title: Chief of Staff	Title: Authorized Signatory
Date: 6/9/2021 9:37 PM EDT	Date: 6/8/2021 1:23 PM PDT



ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit A

The following changes are modifying or supplementing the Master Agreement and ACS terms and conditions. These modifications or additions apply only to actions and relationships within the ACS.

Upon execution of the ACS, Customers may purchase products and services under contract using the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS.

- A. Vendor Registration: In order to complete any transaction between an Individual Customer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace.
- B. Purchases: In order to procure products and services hereunder, Customers shall issue purchase orders or use a purchasing card which shall reference Florida Alternate Contract Source Number 4322000-NASPO-19-ACS. Customers are responsible for reviewing the terms and conditions of this ACS, including all Exhibits.
- C. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this ACS, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
- D. The State of Florida's performance and obligation to pay under this ACS is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
- E. Product and Service Offerings: The Contractor is authorized to provide Products and Services as referenced in Section 5 of the Participating Addendum (PA). Any Product or Service offerings not listed are not approved.
- F. Employment Eligibility Verification: The language of subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.

- G. Price List/Preferred Price: The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Customers wherever possible.
- H. Orders: Any Order placed by a Customer for a Product and/or Service available under the Master Agreement shall be deemed to be a sale under and governed by the terms and conditions of the ACS. A Customer may request more stringent terms than provided in this PA. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, signed by both parties, and integrated into the ACS order of precedence as reflected on the PA.
- I. Electronic Invoicing: The Contractor or Fulfillment Partner(s) may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
 - a. EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
 - b. PO Flip via AN
The online process allows Contractors or Fulfillment Partner(s) to submit invoices via the AN for catalog and non-catalog goods and services. Contractors or Fulfillment Partner(s) have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor or Fulfillment Partner(s) warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor or Fulfillment Partner(s) warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's or Fulfillment Partner(s) trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor or Fulfillment Partner(s) under the contract.

The Contractor or Fulfillment Partner(s) will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- J. Product Installation & Invoicing: Contractor or Fulfillment Partner(s) will provide timely billing and Customer will notify Contractor or Fulfillment Partner(s), in writing, of any billing concern.

- K. **Contract Reporting:** The Contractor shall report information on orders received from Customers associated with the ACS.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	20 calendar days after close of the period
Contract Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under the ACS.

- a. **Contract Quarterly Sales Report:** The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 30 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due October 30th.

Quarter 2 - (October-December) – due January 30th.

Quarter 3 - (January-March) – due April 30th.

Quarter 4 - (April-June) – due July 30th.

Quarterly reporting requirements begin the date of ACS execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the FL DMS Quarterly Sales Report Form. The report will include all sales (invoiced) from Customers received (associated with this ACS) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this ACS may be terminated for convenience or the Department may choose to not renew the ACS.

In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

- b. **MFMP Transaction Fee Report:** The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 20 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP

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website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- L. Ad hoc Reports: The Department reserves the right to require additional reports or information pertaining to this ACS and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.
- M. Financial Consequences: The following financial consequences will be assessed for nonperformance of the Quarterly Sales Report and Monthly Transaction Fee Report requirements. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal. These consequences for non-performance are not to be considered penalties.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 30 th calendar day after close of a quarter.	100%	Quarterly	\$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 20 th calendar day after close of the period.	100%	Monthly	\$100

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

- N. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Participating State will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State's additional concerns at the meeting. At minimum, the parties shall meet to discuss:
- Program compliance
 - Program trending review
 - Savings report: Hard dollar and soft dollar
 - Spend report
 - Subcontractor and contingent staff performance
 - Recommendations for improved compliance and performance

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Failure to comply with this section may result in the Contractor being found in default and PA termination.

- O. Resellers/Partners: The Contractor may use resellers/partners which includes, but is not limited to, Fulfillment Partner(s), in order to provide equipment and services. All such resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms, and conditions within the ACS and the Customer Order, including work performed by a reseller/partner. The Contractor's resellers/partners' participation will be in accordance with the terms and conditions set forth in the ACS and the Customer Order. The Contractor agrees for all such resellers/partners providing commodities and performing services in furtherance of the Contract, the Contractor agrees to include a requirement in all reseller/partner agreements to adhere to all Contract terms. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners.

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

- P. All licenses obtained under this ACS shall be transferable to the extent necessary for any Customer reorganization under section 20.06, Florida Statutes.

- Q. The following modifications are made to Exhibit B, Special Contract Conditions:

- i. Exhibit B, Special Contract Conditions Section 6.4.2, Rejected Commodities, is hereby deleted and replaced in its entirety with the following:

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within thirty (30) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will

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reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

- ii. Exhibit B, Special Contract Conditions Section 7.2, General Liability Insurance, is hereby deleted and replaced in its entirety with the following:

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations with limits of \$2,000,000 per occurrence and \$4,000,000 annual aggregate. This insurance must provide coverage for claims that arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract for liabilities that fall within Contractor's indemnity obligations under this Contract and that are covered by such insurance.

- iii. Exhibit B, Special Contract Conditions Section 7.3, Florida Authorized Insurers, is hereby deleted and replaced in its entirety with the following:

7.3 Florida Authorized Insurers

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all required coverage is in place and showing the Department to be an additional insured as required by Section 7.2 above.

- iv. Exhibit B, Special Contract Conditions Section 7.5, Indemnification, is hereby deleted and replaced in its entirety with the following:

7.5 Indemnification

7.5.1 General Indemnity

Contractor shall defend, indemnify and hold harmless the Customer and the State of Florida, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all fines, claims, assessments, suits, judgments, losses, liabilities, damages, and expenses (including, without limitation, consequential, special, indirect, and punitive damages, including, court costs and attorney's fees, as any such damages are determined by a court of law or are set forth and agreed upon in a settlement agreement), including without limitation, those based on contract or tort, arising out of or in connection with a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the acts or omissions of the Contractor or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them. In the event that the Customer's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Contractor hereunder, the damages and expenses (including, without limitation, reasonable attorney's fees) shall be allocated or reallocated, as the case may be, between the Contractor and the Customer in such proportion as jointly determined by

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the Contractor and the Customer. Such determination of proportionality shall appropriately reflect the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, and the liability of the Contractor shall be proportionately reduced based upon the Customer and Contractor's joint agreement determining the proportion of damages and expenses to be reallocated.

The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. The foregoing indemnification obligations are conditioned upon the Customer promptly notifying the Contractor in writing of the claim, suit or proceeding for which the Contractor is obligated under this Section, cooperating with, assisting and providing information to, the Contractor as reasonably required, and granting the Contractor the right to defend or settle such claim, suit or proceeding.

7.5.2 Intellectual Property Indemnification

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, (including, without limitation, consequential, special, indirect, and punitive damages including court costs and attorney's fees, as any such damages are determined by a court of law or are set forth and agreed upon in a settlement agreement), arising from or related to an Intellectual Property Rights Claim ("IPR Claim") that any product or service supplied under this Agreement violates or infringes Third Party Intellectual Property Rights ("IPR"). Contractor's obligations to defend the IPR Claim and indemnify the Customer and the State of Florida, are conditional upon:

- Customer notifying Contractor promptly in writing of the IPR Claim or threat thereof;
- Customer giving Contractor authority to defend and settle the IPR Claim and any subsequent appeal; and
- Customer giving Contractor all information and assistance reasonably requested by Contractor in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.

Third Party IPR as used within this section means a United States copyright existing as at the Effective Date or a United States patent issued as at the Effective Date.

If an IPR Claim has been made, or in Contractor's opinion is likely to be made, Contractor agrees, at Contractor's option and expense, either to: (a) procure for Customer the right to continue using the Product; or (b) replace or modify the Product so that there is no longer an infringement. In the event Contractor, using all available resources and best efforts, is unable to resolve the IPR claim and/or implement one of these two options, Contractor shall provide the Department and Customers with 10 business days advance written notice of Contractor's need to terminate both the Contractor's and Customer's respective rights and obligations under the Customer's agreement with regard to the product or service. Customer will promptly return the product to Contractor and or discontinue use of the service. Contractor will refund to Customer a prorated portion of the amount paid for the products or services for the remainder of the unexpired usage term.

Notwithstanding the foregoing, Contractor has no obligation or liability for any IPR Claim arising from a Customer performing any of the following:

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- Combining, operating, or using a product or service supplied under this Agreement with any product, device, or software not supplied by Contractor which results in an IPR Claim issued for the Contractor provided product or service;
- Altering or modifying any product or service supplied under this Agreement which results in an IPR Claim issued for that product or service;
- Requiring Contractor comply with Customer's designs, specifications, requests, or instructions which results in an IPR Claim issued for that product or service; or
- Continuing to use the product or service as is after Contractor has notified Customer in writing of the requirement to implement modifications or changes capable of being made by the Customer in or to the product or service to avoid such an IPR Claim and failing to utilize the replacement product or service offered by Contractor; or
- Revenue generating activities or earnings made by Customer from services that it provides to external or internal customers that makes use of the product or services where such revenue generating activities results in the IPR claim issued for that product or service.

This Section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of Customer, with respect to any infringement or alleged infringement of any intellectual property rights or proprietary rights. The Customer and the Department, however, shall maintain all other rights and remedies available under this Contract and under state or federal law as may be applicable to an infringement or alleged infringement of any intellectual property or proprietary rights.

The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties.

- v. Exhibit B, Special Contract Conditions Subsection 8.4.1, Ownership, is hereby deleted and replaced in its entirety with the following:

8.4.1 Ownership.

The parties do not anticipate that any intellectual property will be developed as a result of this Contract. However, except as otherwise expressly set forth in an applicable Statement of Work ("SOW") and unless specifically addressed otherwise in the Contract, the State of Florida shall retain all intellectual property rights to its data and property. Cisco and its licensors retain ownership in all intellectual property rights in and to the Cisco Content Software, Cloud Service and all underlying technology and associated documentation related thereto.

- vi. Exhibit B, Special Contract Conditions Section 9, Data Security, is hereby deleted and replaced in its entirety with the following:

9 Data Security

The Contractor will implement measures designed to maintain the security of Customer data received from the Customer or its users ("State of Florida Data") including, but not limited to, following 'clean desk' practices and ensuring that State of Florida Data is not left unattended at public workspaces and ensuring State of Florida Data is stored and secured when not in use. Contractor and its subcontractors cannot guarantee that all of its products and services will be performed inside the United States, and cannot guarantee that State of Florida Data will only be accessed within the United States. Contractor will continuously provide the Department and Customers with the most accurate and current information about which of services and products available under

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this Contract cannot be performed inside the United States and/or may require State of Florida Data to be sent, transmitted, or accessed outside of the United States. When Contractor provides cloud computing, as defined in Rule 60GG-4.002(4)(b), F.A.C., Contractor agrees to cooperate with the Customer and perform all actions necessary to assist with all tasks in furtherance of the Customer's efforts to comply with the obligations under Rule 60GG-4, F.A.C., as applicable.

In the event of a Security Breach involving State of Florida Data attributable to the Customer or its users, the Contractor shall give notice to the Customer at the address provided by the Customer and the Department within forty-eight (48) hours of the Security Breach. A Security Breach, for purposes of this section, will refer to a confirmed event that compromises the confidentiality, integrity, or availability of State of Florida data ("Security Breach"). Once a Security Breach has been contained, the Contractor must provide the Department with a post-incident report documenting all relevant containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party, approved by both Parties (such approval shall not be unreasonably withheld), to audit Contractor's findings and produce an independent report. The Contractor shall cooperate in good faith with the third party audit, which shall take place on the specific start date agreed to by the Parties, occur during normal working hours, and be performed in accordance with the Contractor's facility access procedures where facility access is required. Release statements shall not be required for the Department or its designee to conduct such audits. The scope, duration, and location of the audit will be jointly determined by the Parties based upon the Security Breach being audited, and such approval shall not be unreasonably withheld. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information applicable to Contractor or the services provided under this Contract. The Contractor will make available to Customers and the Department information about which of its offers are HIPAA compliant, and the Customer will provide Contractor with notice that protected health information may be shared with Contractor.

Except for any liability which cannot be limited or excluded under mandatory applicable law, Cisco shall be liable for any and all claims, losses, liabilities, damages, and expenses arising out of or in connection with a claim, suit or proceeding brought by a third party based upon a Security Breach (whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise). Such liability shall not exceed \$1,000,000.00 (one million dollars) in U.S. dollars per Event and \$10,000,000.00 (ten million dollars) in the aggregate for all claims arising under this Agreement. For purposes of determining the liability 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) will be treated as a single Event ("Event").

- vii. Exhibit B, Special Contract Conditions Section 11.3.2, Liquidated Damages, is hereby deleted in its entirety.
- viii. Exhibit B, Special Contract Conditions subsection 13.1, Background Check, is hereby deleted and replaced in its entirety with the following:

13.1 Background Check.

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, agents, representatives, and subcontractors operating under its direction with Access to State

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of Florida Data. The Contractor agrees such screening will be done before an individual is provided Access to state of Florida data. The cost of the background check will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

Access as referenced in this subsection shall mean 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.

- ix. Exhibit B, Special Contract Conditions subsection 13.2, E-Verify, is hereby deleted and replaced in its entirety with the following:

13.2 Employment Eligibility Verification.

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. 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 the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

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 Contract 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 reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

**SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION**

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must 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 must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor 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. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

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

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal 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 the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

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

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will 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.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Exhibit 2: UDT Quote



United Data Technologies Inc
2900 Monarch Lakes Blvd, Suite 300
Miramar, Florida 33027
United States
(P) 954-308-5100

Quotation (Open)	
Date Feb 15, 2023 09:16 AM EST	Expiration Date 04/28/2023
Modified Date Mar 08, 2023 02:28 PM EST	
Quote # COQO-37669 - rev 2 of 2	
Description Cisco Business Edition 7000 Servers	
SalesRep Bradford, Rita (P) 9543085261	
Customer Contact Garraty, Dennis (P) (352)338-7328 djg@alachuacounty.us	


















Customer
Alachua County ITS (7892)
Garraty, Dennis
26 N.E. 1Street
Gainesville, FL 32601
United States
(P) 3523387328

Bill To
Alachua County ITS
Garraty, Dennis
26 N.E. 1Street
Gainesville, FL 32601
United States
(P) 3523387328

Ship To
Alachua County ITS
Garraty, Dennis
26 N.E. 1Street
Gainesville, FL 32601
United States
(P) 3523387328
djg@alachuacounty.us

Customer PO:	Terms: Net 30 Days	Ship Via: Free Standard Shipping
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Qty	Unit Price	Total
Cisco Business Edition 7000M (M6):						
1		Cisco Business Edition 7000M (M6) Appliance, Export Restr SW	BE7M-M6-K9	2	\$19,414.77	\$38,829.54
2		SNTC-8X5XNBD Cisco Business Edition 7000M (M6) Appliance, 3 yr support term	CON-SNT-BE7MGT6K	2	\$1,974.64	\$3,949.28
3		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America Power cable - IEC 60320 C13 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for MDS 9216i Multilayer Fabric Switch; Nexus 93108TC-EX, 93180YC-FX, 9336C-FX2, 9372PX-E	CAB-9K12A-NA	4	\$0.00	\$0.00
4		Do not factory-load a virtualization software license	VIRT-LIC-NONE	2	\$0.00	\$0.00
5		Intel 6326 2.9GHz/185W 16C/24MB DDR4 3200MHz	BE7M-CPU-M6	2	\$0.00	\$0.00
6		16GB RDIMM SRx4 3200 (8Gb)	BE7K-RAM-M6-M5	12	\$0.00	\$0.00
7		Cisco M6 12G SAS RAID Controller with 4GB FBWC (28 Drives)	BE7K-RAIDCTRLR-M6	2	\$0.00	\$0.00
8		600GB 12G SAS 10K RPM SFF HDD	BE7K-DISK-M6	32	\$0.00	\$0.00
9		C240 M6 Riser1A; (x8;x16x, x8); StBkt; (CPU1)	BE7K-PCIERISER-M6	2	\$0.00	\$0.00
10		Cisco-Intel X710T4LG 4x10 GbE RJ45 PCIe NIC	BE7K-NIC-M6	2	\$0.00	\$0.00
11		Cisco-Intel X710T4LG 4x10 GbE RJ45 PCIe NIC	BE7K-NIC-M6	2	\$0.00	\$0.00
12		Cisco UCS 1050W AC Power Supply for Rack Server Power supply - AC - 1050 Watt	BE7K-PSU	4	\$0.00	\$0.00

#	Image	Description	Part #	Qty	Unit Price	Total
13		TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	BE7K-TPM-M6	2	\$0.00	\$0.00
						Subtotal \$42,778.82
Cisco Business Edition 7000H (M6):						
14		Cisco Business Edition 7000H (M6) Appliance, Export Restr SW	BE7H-M6-K9	2	\$31,406.25	\$62,812.50
15		SNTC-8X5XNBD Cisco Business Edition 7000H (M6) Appliance, 3 yr support term	CON-SNT-BE7HM6KM	2	\$1,974.64	\$3,949.28
16		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America Power cable - IEC 60320 C13 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for MDS 9216i Multilayer Fabric Switch; Nexus 93108TC-EX, 93180YC-FX, 9336C-FX2, 9372PX-E	CAB-9K12A-NA	4	\$0.00	\$0.00
17		Do not factory-load a virtualization software license	VIRT-LIC-NONE	2	\$0.00	\$0.00
18		Intel 6348 2.6GHz/235W 28C/42MB DDR4 3200MHz	BE7H-CPU-M6	2	\$0.00	\$0.00
19		16GB RDIMM SRx4 3200 (8Gb)	BE7K-RAM-M6-M5	24	\$0.00	\$0.00
20		Cisco M6 12G SAS RAID Controller with 4GB FBWC (28 Drives)	BE7K-RAIDCTRLR-M6	2	\$0.00	\$0.00
21		600GB 12G SAS 10K RPM SFF HDD	BE7K-DISK-M6	48	\$0.00	\$0.00
22		C240 M6 Riser1A; (x8;x16x, x8); StBkt; (CPU1)	BE7K-PCIERISER-M6	2	\$0.00	\$0.00
23		Cisco-Intel X710T4LG 4x10 GbE RJ45 PCIe NIC	BE7K-NIC-M6	2	\$0.00	\$0.00
24		Cisco-Intel X710T4LG 4x10 GbE RJ45 PCIe NIC	BE7K-NIC-M6	2	\$0.00	\$0.00
25		Cisco UCS 1050W AC Power Supply for Rack Server Power supply - AC - 1050 Watt	BE7K-PSU	4	\$0.00	\$0.00
26		TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	BE7K-TPM-M6	2	\$0.00	\$0.00
						Subtotal \$66,761.78
VMware vSphere 7 Std:						
27		VMware vSphere 7 Std (1 CPU, 32 Core) 3-yr, Support Required (v. 6) - license - 1 CPU - 3 years Support and Subscription required	VMW-VSP-STD-3A=	4	\$821.39	\$3,285.56
28		VSphere Standard for 1 CPU; ANNUAL List 3-YR Req'd, 3 yr support term Technical support - phone consulting (for server with VMware vSphere Standard) - 3 years - 24x7 - for P/N: HX-VSP-STD-3A, HX-VSP-STD-3A=, VMW-VSP-STD-3A, VMW-VSP-STD-3A=	CON-ISV1-VSXSTD3A	4	\$1,447.60	\$5,790.40
29		Acceptance of Terms, Standalone VMW License for UCS Servers	UCS-VMW-TERMS	4	\$0.00	\$0.00
						Subtotal \$9,075.96
Professional Services:						
30		Professional Services- SOW agreement # 00001935-1	.	1	\$46,028.00	\$46,028.00
						Subtotal \$46,028.00

Contract Reference For Cisco part numbers: State of Florida NVP
#AR3227, Participating Addendum for FL #43220000-NASPO-19-ACS

Subtotal: \$164,644.56
Tax (.0000%): \$0.00
Misc: \$0.00
Total: \$164,644.56

Exhibit 3: UDT Statement of Work



Statement of Work



PREPARED FOR: ALACHUA COUNTY



Agreement 00001935

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This Statement of Work ("SOW"), effective as of 02/10/2023, by and between **United Data Technologies, Inc. ("UDT")** with its registered office address at 2900 Monarch Lakes Blvd, Ste. 300, Miramar, FL 33027 and **Alachua County Board of County Commissioners ("Client")** with its registered office address at 26 NE 1st Street Gainesville, FL 32601 United States (each a "Party" and together the "Parties").

WORKING WITH UDT

UDT is a privately-owned minority business headquartered in Miramar, Florida, with thirteen locations across five states. We focus on delivering advanced technical solutions to small, mid-market and enterprise customers. **UDT** is recognized as an industry-leader in the technology solutions arena.

Founded in 1995, **UDT** quickly established its reputation as the technological resource of choice for its clients. Our organization subscribes to a Total Solutions Approach that includes traditional Consulting, Design, and Engineering Services; as well as a unique approach to Managing Infrastructure, Security, Cloud, and Device Lifecycles for our customers.

UDT takes the guesswork out of the process, creating customized integration plans and providing detailed, long-term strategies that align with our client's business objectives.



We look forward to forging a strong business partnership. Thank you for your trust and support.

Sincerely,

Kimberly Lee
Sr. Account Manager



PROJECT OVERVIEW

Alachua County has requested UDT provide assistance to perform an upgrade to their existing Cisco Unified Communication system. The upgrade will refresh the server hardware and phone system software to the manufacture's recommended latest stable shipping version.

This project is planned for three (3) cutovers. Additional cutovers may require a change order.

PROJECT LOCATIONS

Location	Address
Wilson Building	12 SE 1st St, Gainesville, FL 32601
Emergency Operations Center (EOC)	1100 SE 27th St, Gainesville, FL 32641
Remote	UDT Office locations using VPN access

PROJECT CONTACTS

	Client Sponsor	UDT Account Manager
Name	Dennis Garrity	Kimberly Lee
Title	IT Manager	Sr. Account Manager
Email	djg@alachuacounty.us	klee@udtonline.com
Address	12 SE 1st St, Gainesville, FL 32601	2900 Monarch Lakes Blvd. #300 Miramar, FL 33027
Phone	(352) 338-7327	(727) 487-4521

TECHNOLOGIES

The following items will be implemented as part of this project:

Qty	Model	Description
2	BE7H-M6-K9	Cisco Business Edition 7000H (M6) Hardware Appliance
2	BE7M-M6-K9	Cisco Business Edition 7000M (M6) Hardware Appliance

CISCO BUSINESS EDITION APPLIANCE

Cisco BE7000 platforms are built on virtualized Cisco Unified Computing System (Cisco UCS) products, which are designed for performance and density over a wide range of business workloads.



The enterprise-class Cisco UCS Rack-Mount Server Family packages advanced performance with energy efficiency of the Intel Xeon processor 6100 product family in a 2-Rack-Unit (2RU) form factor.

- **BE7000H:** This high-density model supports multiple collaboration applications (typically 10 to 12 in deployments sized for 1,000 to 5,000 users, 3,000 to 15,000 devices) across multiple sites. For more capacity to support larger-size deployments, you can stack additional servers as required. And in smaller-size deployments with fewer than 1000 users, typically more applications can be supported per server.
- **BE7000M:** This medium-density model supports multiple collaboration applications (typically 5 to 7 in deployments sized for 1,000 to 5,000 users, 3,000 to 15,000 devices) across multiple sites. For more capacity to support larger-size deployments, simply stack additional servers. And in smaller-size deployments with fewer than 1,000 users, typically more applications can be supported per server.

Applications

The BE7000 platforms typically host a selection of core applications as part of a comprehensive Cisco collaboration solution.

Calling

- Cisco Unified Communications Manager (Cisco Unified CM) is the call-processing engine of Cisco's Collaboration Architecture. It extends voice and video features to network devices such as IP phones, telepresence endpoints, media-processing devices, gateways, and multimedia applications. Cisco Unified CM is equipped for use with the Instant Messaging (IM) and Presence Service. In addition, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems are made possible through its open telephony APIs.
- Cisco Unity Connection integrates voice-messaging and voice-recognition functions to provide continuous global access to calls and messages. Its advanced convergence-based communication services allow you to use natural-language voice commands to place calls or listen to messages in hands-free mode and to check voice messages from your desktop, either from your email inbox or using a web browser. It also provides robust auto-attendant functions, including intelligent routing for incoming calls and easily customizable call-screening and message-notification options.
- Cisco Unified Attendant Consoles provide the human attendant console operator with the tools to quickly accept and effectively dispatch incoming calls to individuals across the organization.
- Cisco Emergency Responder helps assure that Cisco Unified Communications Manager sends emergency calls to the appropriate U.S. Public Safety Answering Point (PSAP) for the caller's location, and that the PSAP can identify the caller's location and return the call if necessary. The system automatically tracks, and updates equipment moves and changes, helping ensure better compliance with legal or regulatory obligations and reducing the risk of liability related to emergency calls as a result.
- Cisco Paging Server provides paging capabilities for all users. It supports basic and advanced paging features. Basic paging features require no license and allow point-to-point or group audio paging between groups of up to 50 Cisco IP phones. An advanced paging license allows unlimited paging groups. It also makes possible other advanced functions, including paging to overhead analog and IP speakers, bell scheduling, prioritizing emergency notifications with the call-barge option, prerecorded and text-only pages, integration with social media sites for notification, email and Short

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Message Service (SMS) mass notification and all-number monitoring, emergency services alerting, and integration with Cisco Jabber clients.

Messaging

- Cisco Unified Communications Manager IM and Presence Service provides embedded standards-based enterprise instant messaging and network-based presence. The service is secure, scalable, easy to manage, and rich in features. It's tightly integrated with [Cisco Jabber](#)® desktop and mobile instant messaging and presence clients and the Cisco Jabber Software Development Kit (SDK). Collaboration clients such as Cisco Jabber use products from the Cisco collaboration portfolio to perform many functions, such as instant messaging, presence, click-to-call, phone control, voice, video, visual voicemail, and web collaboration.

Contact Center

- Cisco Unified Contact Center Express product line helps businesses and organizations deliver a connected digital experience, enabling you to provide contextual, continuous, and capability-rich journeys for your customers, across time and channels. This easy-to-deploy and easy-to-use solution is designed for midmarket companies or enterprise branch offices. Secure and highly available, it supports powerful agent-based services and fully integrated self-service applications, including Automatic Call Distributor (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI) and digital channels, including email and chat.

Edge

- Cisco Expressway is an advanced gateway that helps make collaboration as simple, secure, and effective outside the organization as it is inside. Expressway provides remote access to mobile users and teleworkers, without the need for a separate VPN client. It supports business-to-business and business-to-consumer collaboration, and video interoperability with third-party standards-based systems. Expressway also enables seamless hybrid collaboration experiences, connecting on-premises unified communications assets to Cisco Webex cloud services.

DIAGRAMS

VIRTUAL MACHINE PLACEMENT

Wilson Server Placement

1	BE7000H (M5)													Site	Wilson	Virt. SW	ESXi 6.7	***
CPU-1																		
1	2	3	4	5	6	7	8	9	10	11	12	13	14					
CUCM Pub 14		CUCM Sub 14		CUCM TFTP 14		CUCM I4		ESXi	CER 14		IM&P 14		Paging 12.5					
CPU-2																		
15	16	17	18	19	20	21	22	23	24	25	26	27	28					
UCCX 12.5																		
Required/Max: 16 / 28 pCores Freq: 2.60GHz RAM: 62GB / 192GB Usable Storage: *026GB / 4000GB vNIC: 8																		

1	BE7000M (M5)													Site	Wilson	Virt. SW	ESXi 6.7	***
CPU-1																		
1	2	3	4	5	6	7	8	9	10	11	12	13	14					
Expwy-E X14		Expwy-C X14		PCA 12.1						CDR Server								
Required/Max: 12 / 14 pCores Freq: 2.60GHz RAM: 94GB / 96GB Usable Storage: 1914GB / 2000GB vNIC: 4																		

EOC Server VM Placement

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1	BE7000H (M5)										Site	EOC	Virt. SW	ESXi 6.7	***
CPU-1															
1	2	3	4	5	6	7	8	9	10	11	12	13	14		
CUCM Sub 14		CUCM TFTP 14		CUC 14		ESXi	CER 14		IM&P 14		Paging 12.5		UCCX 12.5		
CPU-2															
15	16	17	18	19	20	21	22	23	24	25	26	27	28		
Required/Max: 14 / 28 pCores Freq: 2.60GHz RAM: 54GB / 192GB Usable Storage: 916GB / 4000GB vNIC: 7															

1	BF7000M (M5)										Site	EOC	Virt. SW	ESXi 6.7	***
CPU-1															
1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Expyw-E X14		Expyw-C X14		MARS											
Required/Max: 8 / 14 pCores Freq: 2.60GHz RAM: 24GB / 96GB Usable Storage: 344GB / 2000GB vNIC: 3															

PROJECT TASKS ("SERVICES")

This project will consist of the following phases:

- PHASE 1 - KICKOFF
- PHASE 2 - PLANNING AND IMPLEMENTATION
- PHASE 3 - CLOSEOUT

PHASE 1 - KICKOFF

In order to introduce the appropriate stakeholders from Alachua County and **UDT**, a project kickoff meeting will be held. The purpose of the kickoff meeting is to formally notify all team members, clients, and stakeholders that the project has begun and make sure everyone has a common understanding of the project goals. The content of this SOW will be reviewed to ensure that there is a clear understanding between **UDT** and Alachua County as it relates to roles and responsibilities for this project.

UDT Responsibilities:

- Understand Project Prerequisites & Risks.
- Conduct project Kickoff meeting with the Alachua County project team.
- Clearly Review Defined Roles, Responsibilities, Prerequisites, Risks, and PM Tools.
- Establish Communication Plan.
- Communicate High Level Timeline.

Alachua County Responsibilities:

- Participate in the project kickoff meeting.
- Provide relevant diagrams and documentation on existing Architecture.

Required Resources:

- **UDT** Project Manager.
- **UDT** Lead Engineer.
- Alachua County Project Sponsor.
- Alachua County Project Lead.



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- Other Alachua County Technical Representative(s).

Deliverables:

- Project Plan and Timeline.

PHASE 2 - PLANING AND IMPLEMENTATION

Planning

The purpose of the planning phase is to allow the lead engineer and project manager from **UDT** to fully understand the Alachua County technical and business requirements for this project. **UDT** will conduct a Planning Session with Alachua County IT staff to obtain all the information required to configure, test, and implement the solution. The Planning session will also allow Alachua County IT staff to give their input on the design.

UDT will create a Design Document that will detail all aspects of the upgrade. **UDT** will also if required create a rollout schedule and detailed runbooks for each cutover. Runbooks will detail, step-by-step, the procedure to be followed during each rollout, the actions to be taken if problems arise, and a risk assessment. These runbooks will be strictly followed, and any deviation will require approval from the **UDT** and Alachua County Project Managers.

UDT Responsibilities:

- Hold planning session with Alachua County staff.
- Gather Deployment information.
- Create Design Document.
- Present Design Document to Alachua County for approval.
- Create Post-Implementation Test Plan.

Alachua County Responsibilities:

- Sign off on the Design Document and device configurations.
- Participate in project document review.

Required Resources:

- **UDT** lead engineer.
- **UDT** Project Manager.
- Alachua County project lead.
- Alachua County technical representative(s).

Deliverables:

- Detailed Design Document (DDD) - to be signed by Alachua County before rollout begins.
- Project Runbooks if required.
- Rollout Schedule if required.

Implementation

Implementation process, **UDT** will move the solution into production. Cutover windows will be scheduled by Alachua County and **UDT** will provide post-cutover support after each maintenance window to troubleshoot any anomalies. At the end of each window, **UDT** will perform a series of system functionality tests as identified in the Post-cutover Test Plan to determine success. If these system functionality tests fail and cannot be resolved before the maintenance window expires, **UDT** will rollback changes to the last known good state.

UDT Responsibilities:

- Upgrade seven (7) Cisco Unified Communication Manager servers to latest stable shipping version.
- Upgrade two (2) Cisco Unified Communication Manager IM&P servers to latest stable shipping version.
- Upgrade four (4) Cisco Unity Connection servers to latest stable shipping version.
- Upgrade two (2) Cisco Unified Contact Center Express servers to latest stable shipping version.
- Upgrade two (2) Cisco Emergency Responder servers to latest stable shipping version.
- Upgrade two (2) Singlewire InformaCast servers to latest stable shipping version.
- Move two (2) Cisco Unity Connection servers to new server hardware at Wilson and EOC.
- Move five (5) Cisco Unified Communication Manager servers to new server hardware at Wilson and EOC.
- Move two (2) Cisco Unified Communication Manager servers to new server hardware at Wilson and EOC.
- Move two (2) Cisco Unified Contact Center Express servers to new server hardware at Wilson and EOC.
- Move two (2) Cisco Emergency Responder servers to new server hardware at Wilson and EOC.
- Conduct post-cutover testing using Post-Cutover Test Plan.
- Provide assistance to upgrade current MARS server software to integrate with Cisco phone system.

Alachua County Responsibilities:

- Handle all internal change control processes and approvals.
- Schedule cutover windows in a timely manner.
- Sign off on a successful test scenario(s).

Required Resources:

- **UDT** lead engineer.
- Other **UDT** resources required to accommodate deployment schedule.
- Alachua County project lead.
- Alachua County technical representative(s).

Deliverables:

- Post cutover test results (to be signed by Alachua County).

PHASE 3 - CLOSEOUT

Once all project phases have been completed, the **UDT** project manager will pull together the appropriate resources from Alachua County and **UDT** to conduct a closeout meeting. The purpose of this meeting is to review the project with Alachua County. In addition, this will provide Alachua County the opportunity to

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raise any open issues that need to be addressed either as part of this SOW, a change order, or as a new SOW.

UDT Responsibilities:

- Provide up to 4 hours post cutover support.
- Conduct Project Closeout meeting.
- Address Any Outstanding Issues/Tasks.
- Conduct Lessons Learned Workshop.
- Obtain Client Acceptance.
- Distribute Customer Satisfaction Survey.
- Close Project Portal and Archive Documents.

Alachua County Responsibilities:

- Attend Lessons Learned Workshop.
- Attend Closeout Meeting.
- Provide Feedback.

Required Resources:

- **UDT** Project Manager.
- **UDT** Lead Engineer.
- Alachua County Project Sponsor.
- Alachua County Project Lead.
- Other the Alachua County Technical Representative(s).

Deliverables:

- Last milestone sign-off sheet.

CLIENT RESPONSIBILITIES

- Participate in the project kickoff meeting.
- Provide relevant diagrams and documentation on existing Architecture if needed for project.
- Sign off on the Design Document and device configurations.
- Participate in project runbook and rollout schedule review if needed for project.
- Provide secure staging area for **UDT** to un-box, pre-configure and test equipment.
- Identify change windows for deployment.
- Handle all internal change control processes and approvals.
- Sign off on a successful test scenario(s) if needed for project.
- Provide office area for on-site engineer to work.
- Attend knowledge transfer and lessons learned meetings.
- Attend Closeout Meeting.
- Provide Feedback.
- Provide Ladder or lift devices to reach physical components required to complete this project.
- Provide any SSL or SSH certificates needed for project.

OUT OF SCOPE

UDT is responsible only for performing the Services described in this SOW. Services outside the scope of this SOS include but are not limited to:

- Additional required tasks discovered after the execution of this SOW that are not mentioned in this SOS will require a change order.
- Defective equipment provided by Client utilized for this solution that require **UDT** additional hours of troubleshooting will require a change order.
- Troubleshooting issues due to Client's configuration changes after milestone signoff will require a change order.

GENERAL ASSUMPTIONS

UDT made the assumptions that follow in the preparation of the cost, resource estimates and schedule reflected in this SOS. Any changes to the assumptions may result in changes to **UDT** pricing and/or Project schedule.

- **UDT** will be provided all required physical access to the Clients' facilities (identification badge, escort, parking decal, etc.) as required by the Client's policies.
- Some of the Services provided may be performed during the night shift and weekends. Client will provide the required access to systems and resources.
- Client is responsible for all transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
- Client is responsible for the condition and readiness of the electrical power distribution plant and the correction of any anomalies and/or deficiencies.
- Client is responsible for providing all patch cables (copper and fiber optic) unless specifically indicated in the bill of materials.
- Client is responsible for providing adequate rack space, power, environmental controls, data wiring, engineering/staging workspace and any other access required for completion of this project.
- Some activities on this project may be performed on **UDT's** premises.
- **UDT** may engage subcontractors and third parties in performing a portion of this work.
- **UDT** will not make changes to the configuration of any network equipment after it has been installed and tested.
- Client's technical resources will be made available to the **UDT** project team for planning purposes and to answer questions about the existing environment.
- Client's staff resources will participate in the acceptance and ready for use (RFU) testing associated with this solution and sign off on those tests upon successful completion.
- Client will provide **UDT** admin access on appropriate devices for the success of this project.

PROJECT DELAYS

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Any delays caused by site non-readiness that could require return visits and additional time are subject to billing. Examples:

- Power Issues.
- Cabling Delays.
- Personnel Availability.
- Delays in Receiving Required Client Provided Documentation.

PROJECT SCHEDULE

Below is the Project Schedule and high-level timeline.

Milestone	Timeline
Kickoff	1 Day
Planning / Implementation	10 Days
Closeout	2 Day

The above Project Schedule is dependent upon ACIA carrying out the responsibilities defined in this SOS. Delays to the Project Schedule may require a Change Order.

CHANGE REQUEST PROCESS

If the Parties wish to change or modify an existing Statement of Work, they shall execute a written statement that references the specific Statement of Work by date, purchase order number, or other identifier, and describes the requested changes using the form set forth in Exhibit A (a "Change Order"). No changes to a SOW shall become effective until both Parties have mutually agreed upon and executed the Change Order Form. When charges are necessary to analyze a change, UDT will provide a written estimate and begin the analysis on written authorization from Client. The terms of a mutually agreed upon Change Request will prevail over those of this SOW or any previous Change Request Form.

BILLING SCHEDULE AND PAYMENT TERMS

Pricing is effective for the 60 days following 02/10/2023

FIXED PRICE SERVICES

These services will be delivered on a fixed price basis regardless of the actual number of engineers or hours reasonably required to complete the work.

Milestone Name	Price
Kickoff	\$3,110.00
Planning / Implementation	\$40,430.00
Closeout	\$2,488.00



SIGNATURES

This SOW may be executed by the Parties in counterparts which together shall constitute one and the same SOW among the Parties. A facsimile and/or electronic signature shall constitute an original signature for all intent and purposes.

THE PARTIES HERETO HAVE CAUSED THIS SOW TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE HEREOF.

By signing below, each party acknowledges that it has read and understood the terms of this SOW and agrees to be bound by these terms.

Alachua County Board of County Commissioners	UNITED DATA TECHNOLOGIES, INC.
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

TERMINATION

This Statement of Work "SOW" may be terminated by either Party if the other Party breaches any of its material obligations under this SOW and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. The termination of this Agreement will not affect Client's obligation to make payments as a result of events that occurred prior to termination. To the extent that the Services include the hosting, maintaining or otherwise managing of any Client data where Client does not otherwise have the ability to download a copy of such Client data, UDT shall provide Client with a copy of such Client data within thirty (30) days after the effective date of termination in a standard, electronic format to be mutually agreed upon by the parties. UDT has no obligation to retain, and reserves the right to dispose of, all Client data after such time period.

MANUFACTURER PRODUCT DEFECTS

UDT is neither a manufacturer of hardware nor a publisher of computer software. Because of this, UDT cannot be held responsible for a functionality or performance defects of any products associated with this engagement. Manufacturer warranties, where extended by the manufacturer, for products sold or otherwise provided by or licensed through UDT (or UDT product partners) are set forth in the end user license agreements and manufacturer warranty statements, and such warranties, if any, are solely those of the manufacturer. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

**EMPLOYEE NON-SOLICITATION**

During the term of the Agreement and for a period of twelve (12) months thereafter, neither Party will solicit for employment any employee or contractor of the other who was directly involved in the provision or receipt of the Services. A general advertisement or a request for employment initiated exclusively by the employee is not considered a solicitation. In the event either Party violates this provision and subsequently retains an employee of the other, the Party in breach will pay to the other, as liquidated damages and not as a penalty, an amount equal to twelve (12) month's base salary at the rate provided to that employee by the Party in breach of this provision.

NOTICES

Legal notices shall be sent via electronic mail and First-Class Mail to the individuals named in the SOW, and copied to:

To UDT;
United Data Technologies
2900 Monarch Lakes Blvd. Ste 300 Miramar, FL 33027

To Client;
Alachua County ITS Administration
26 NE 1st Street Gainesville, FL 32601 United States

Non-legal notices in the ordinary course of business; e.g., notice to postpone a shipment, shall be sent via electronic mail to the Designated Representative of the other Party or to such other designee as may be set forth herein. Notices shall be effective as of the day sent via email, or if that day is not a Business Day or the first Business Day that follows the day sent.

WARRANTY

UDT warrants that the Services will be performed diligently by qualified personnel and will be of the kind and quality described in the Statement of Work. In performing its obligations, UDT may give advice to Client based on information supplied to UDT by Client or third parties who have expertise or knowledge not held by UDT with regard to Services or products necessary for UDT to complete Services, but not originating or endorsed by UDT. UDT will be entitled to rely on that information without assuming responsibility for decisions made by Client based on that advice. Products provided to Client under a Statement of Work that are neither manufactured nor designed by UDT will carry the warranty provided by the manufacturer, if any, and UDT makes no independent warranty with respect to those Products. UDT specifically disclaims any and all warranties and liability related to any Third Party Technology and Hardware. Client's exclusive remedy for breach of this warranty is the correction of defective Services by UDT. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

SUPPORT AND SECURITY

Unless otherwise expressly provided in this SOW, UDT is not responsible for any information stored or transferred via the Services, for backing up or maintaining copies of any data (including, without limitation, Client data, or for the removal or disposal of any confidential, proprietary, or personal information. Unless

otherwise expressly provided in this SOW, UDT is not responsible for managing Client's network environment. UDT shall not attempt to access Client's secure network(s) or other information systems without Client's prior consent, either via its personnel performing Services onsite, or remotely. To the extent reasonably required for the provision of the Services, Client hereby grants UDT the right to use Client Data subject to this SOW.

For the term of this SOW, UDT shall implement and maintain any applicable access security protocols set forth in this SOW. Notwithstanding the foregoing, Client acknowledges that (i) neither those protocols nor any security software guarantees the security of Client's network, (ii) Client is responsible for all other aspects of security, including without limitation, correctly configured security policies, selection of hardware and software (including network security tools), correct installation, configuration, and maintenance of the hardware and software, the interoperability of the various components of Client's network, and a physically and electronically secure operating environment and (iii) Client is responsible for any claims, damages, costs, expenses, losses or the like resulting from the failure or breach of such access security protocols, unless such claims, damages, costs, expenses, losses or the like resulting from the failure or breach of such access security protocols were caused by UDT's gross negligence or intentional misconduct.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION ARISING IN CONNECTION WITH THE STATEMENT OF WORK, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UDT (OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, SAVINGS, OR VALUE AS WELL AS LOSS OF DATA OR INABILITY TO ACCESS DATA.

EXCEPT FOR CLAIMS ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR BREACH OF UDT'S INTELLECTUAL PROPERTY RIGHTS UNDER THIS SOW, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS SOW SHALL BE LIMITED TO THE AMOUNT OF SERVICE FEES PAID OR PAYABLE UNDER THE SOW WHERE THE CLAIM AROSE IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM. THE PARTIES AGREE TO HOLD EACH OTHER HARMLESS FOR ANY INJURIES TO PERSONS OR PROPERTY CAUSED BY THE INTENTIONAL AND WILLFUL ACTS OR GROSS NEGLIGENCE OF EACH PARTY IN THE PERFORMANCE OF SERVICES IN THIS SOW. NOTHING HEREIN SHALL PREVENT EITHER PARTY FROM OBTAINING INJUNCTIVE RELIEF.

INDEMNIFICATION

Each Party will defend the other, and each of their respective directors, officers, agents, and employees against any unaffiliated third party claim based on that Party's gross negligence or intentional misconduct, and indemnify each of them from the resulting losses, damages, and costs and expenses (including reasonable attorney fees) finally awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. The indemnifying party may settle, at its sole expense, any claim for which it is responsible under this Section. The indemnifying party shall control the defense and/or settlement of any claim covered by this subsection, provided that the indemnified party reserves the right



to employ counsel at its own expense and participate in the defense. Client will defend UDT, and each of its respective directors, officers, agents, and employees (collectively, the "UDT Indemnitee"), against any unaffiliated third party claim arising out of, resulting from or otherwise in connection with any security breach of Client's network and any failure or breach of the access security protocols set forth in this SOW, and indemnify the UDT Indemnitee from all resulting damages provided that UDT shall promptly notify Client in writing of the claim, provide Client sole control over the defense and/or settlement of such claim with Client's choice of counsel, and at Client's request and expense, provide full information and reasonable assistance to Client with respect to such claim. Notwithstanding the prior sentence, (a) UDT's failure to give prompt notice of the claim shall not relieve Client of its obligations under this Section except to the extent such failure prejudices Client's defense of the matter and (b) Client shall not be obligated to defend or be liable in any manner under this Section to the extent any such unaffiliated third party claim arises out of UDT's gross negligence or intentional misconduct.

INSURANCE

At all times during the terms of this SOW, UDT shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

1. Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of UDT under this SOW;
2. Worker's Compensation with limits no less than the minimum amount required by applicable law; and
3. Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Upon the written request of client, UDT shall provide Client with copies of the certificates of insurance for all insurance coverage required under this Section.

CONFIDENTIALITY

The following information is "Confidential Information": (i) as to both parties, the terms of this SOW, and all information exchanged by the parties during negotiations culminating in this SOW and during the Term of this SOW, any information related to a Party's performance of, or failure to perform, this SOW, and any information that is marked or designated as "Confidential" or with like notice; (ii) as to the Party disclosing the information, any information related to that Party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, clients, vendors, contractors, personnel, and all other information that a reasonable person would understand to be confidential; and (iii) as to Client, data center locations, data center designs (including non-graphic information observed at Client's data center), Client data but excluding in all cases any information which is independently developed by the other Party as shown by such Party's written business records, or information that becomes generally available to the public other than through breach of this SOW, or violation of law or other agreement. Each Party agrees not to disclose the other Party's Confidential Information to any third party except to its agents and representatives who need to know the information to represent or advise it with respect to the subject matter of this SOW and who are bound by written non-disclosure obligations at least as stringent as those stated in this SOW; provided, however, that a Party will not be liable for disclosure of the other Party's Confidential Information if it is required by law or regulation to be disclosed and the disclosing party gives advance written notice of the disclosure to

the other Party at the earliest possible time, or the Party discloses the information as part of a bona fide legal proceeding to enforce its rights under this SOW. Each Party agrees to use at least a reasonable degree of care to protect the other Party's Confidential Information. Each Party agrees not to use the other Party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this SOW. Each Party shall return or destroy the other Party's Confidential Information on completion of the Services, or earlier on request of the other Party, provided that a Party may retain the other Party's Confidential Information in backup medium where return or deletion is not commercially reasonable, or otherwise as required by law. On request of a Party, an officer of the other Party shall certify its compliance with the preceding sentence.

TRADEMARKS AND INTELLECTUAL PROPERTY

Neither Party may use the other Party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other Party's prior written consent. Any authorized use shall be subject to the Trademark owner's mark usages guidelines provided to the other or published on its website. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Services, Technology and Hardware, as well as the methods by which the Services is performed and the processes that make up the Services, shall belong solely and exclusively to UDT or the applicable suppliers or licensors, and Client shall have no rights whatsoever in any of the above, except as expressly granted in this SOW. The Services are protected pursuant to intellectual property laws and treaties. Client may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Services, in whole or in part.

OWNERSHIP AND LICENSES

Upon UDT's receipt of payment in full with regard to a particular Deliverable, Client shall own all right, title and interest in and to such Deliverable, including any derivative or modification rights to the Deliverable, excluding any Technology embedded within such Deliverable. A Deliverable is deemed to be a "Work Made for Hire" as set forth in the United States Copyright Act of 1976 or if for any reason held not to be a work made for hire, UDT hereby assigns all of its right, title, and interest in such Deliverable to Client.

To the extent that any UDT Technology is intangible and embedded within any of the Deliverables, UDT hereby grants Client a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive, non-transferable license to use such UDT Technology solely in connection with the Deliverables; provided, however, that the UDT Technology is still subject to any use restrictions specified in this SOW and UDT may revoke any use of the UDT Technology, which is outside the license grant as set forth herein. UDT has the right and title to grant all such licenses necessary for Client to own and/or use the Deliverables as set forth herein.

The UDT Technology is personal property of UDT, and the Third Party Technology is personal property of the Third Party Technology provider. No title, equity, ownership or right (including any license right) in or to the UDT Technology or the Third Party Technology in whole or in part shall pass to Client except as otherwise expressly provided by this SOW. Client agrees that it may not pass any right or interest in the UDT Technology or Third Party Technology to any third party and Client shall ensure it takes all necessary steps to protect UDT's and the applicable Third Party Technology providers' rights under this SOW such that neither the UDT Technology nor the Third Party Technology can be construed as a fixture nor shall it

become a fixture on the Premises or any other location.

RELATIONSHIP OF THE PARTIES

Each Party is an independent contractor of the other and nothing in this SOW shall be construed to create an association, trust, partnership, joint venture, or agency relationship between the Parties. Although the Parties may refer to each other colloquially as “partners” they do not intend to create a partnership, and neither Party has any fiduciary duty, obligation, or liability to the other or any obligation to share profits and losses. Neither Party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another Party except as expressly specified in this SOW.

ASSIGNMENT

Client may not assign this SOW without UDT’s prior written consent, not to be unreasonably withheld. Any attempted assignment in violation of the preceding sentence shall be void. This SOW shall inure to the benefit of the Parties permitted successors and assigns. UDT has the right to assign, subcontract, or delegate in whole or in part this SOW, or any rights, duties, obligations or liabilities under this SOW, by operation of law or otherwise.

NON-WAIVER

The failure to exercise or delay in exercising a right or remedy under this SOW shall not constitute a waiver of the right or remedy or a waiver of any other or subsequent right or remedy. Specifically, but without limitation, Client’s payment of fees is not a waiver of any claims for breach of this SOW.

FORCE MAJEURE

UDT will not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, environmental conditions at Premises, suppliers, fire, vandalism, cable cut, power outage, Client’s third party contractors, non-performance of Third Party Technology providers specified by Client, storm or other similar occurrences; any law, order, regulation, action or request of any government, including state and local governments having jurisdiction over either of the parties, or of any instrumentality thereof, or of any civil or military authority; wars; or strikes or other labor difficulties.

CONTROLLING LAW, VENUE, AND COSTS OF SUITS

With respect to disputes which may arise as a result of this SOW in the US, the laws of the State of Florida (exclusive of its choice of law principles) govern this SOW and the Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Florida, Broward County, in any dispute arising out of or relating to this SOW. If any action is brought to enforce this SOW, the prevailing party shall be entitled to collect its reasonable attorney fees and costs of suit. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The U.N. Convention on the International Sale of Goods shall not apply to this SOW.

ENTIRE AGREEMENT

This SOW is the complete and exclusive agreement between the Parties regarding its subject matter and supersedes and replaces any prior or contemporaneous agreement or understanding, written or oral.

Exhibit 4: Insurance Requirements

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County

Commissioners MAIL, EMAIL or FAX CERTIFICATES

Exhibit 4-A: Certificate Insurance

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Final Audit Report

2023-06-05

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✓ Agreement completed.

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