

State of New York Executive Department
Office Of General Services
New York State Procurement
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

CONTRACT AWARD NOTIFICATION

| | | |
|--------------------------------|----------|--|
| Title | : | Group 76000 – Drupal Website Content Management Services (WCMS) Platform-as-a-Service (Paas) Classification Code(s): 43, 45, 81, 83 |
| Award Number | : | <u>PGB-22825</u> |
| Contract Period | : | July 25, 2014 through July 24, 2015 |
| Bid Opening Date | : | June 6, 2014 |
| Date of Issue | : | July 25, 2014 |
| Specification Reference | : | As Incorporated In The Contract |
| Contractor Information | : | Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|--|--------------------------------------|
| Name : Michelle St. Jock | NYSPRO |
| Title : Contract Management Specialist | Customer Services |
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**The New York State Procurement values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Drupal Website Content Management Services (WCMS) Platform-as-a-Service (PaaS)

PR # 22825

(continued)

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED. IDENT.# / NYS VENDOR#</u> |
|-------------------|--|--------------------|-----------------------------------|
| PT66623 | Carahsoft Technology Corp. 12369 Sunrise Valley Drive Reston, VA 20191 | 888-662-2724 | 52-2189693 / 1000009462 |

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
 (See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE NEW YORK STATE PROCUREMENT.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a New York State small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The New York State Procurement supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

(continued)

PRICE:

Please see “Appendix E – Pricing” for pricing information.

TERM:

The term of this Piggyback Contract shall one year from the last date of execution by the Parties (Initial Term). At the sole discretion of the State the Contract may be renewed under the same terms and conditions for up to three (3) additional one (1) year terms, provided that the Master Contract is still in effect. If at any time the Contract is canceled, terminated or expires, the Contractor has the affirmative obligation to extend appropriate and reasonable cooperation to assure the orderly transition of contract services to the subsequent Contractor.

PROCUREMENT INSTRUCTIONS

The following is lifted from the Contract and the First Amendment documents. Please review these documents in entirety for complete information.

LOT I:

Service Offering I shall be utilized for the Lot I websites. Lot I shall only be available to the NYS Office of Information Technology Services. Lot I shall not be available to any other Authorized User.

LOT II:

For State agencies, Lot II shall only be available to the NYS Office for Information Technology Services who will authorize and coordinate State agency needs. (Refer to Authorized User definition)

- A. For purchases under Lot II Authorized Users, as that term is defined in Section 7, Definitions, shall procure services that best meet their form, function and utility requirements.
- B. Authorized User will issue purchase order(s) directly to the Contractor for purchases under Lot II specifying the items with respect to services and delivery requirements and referencing statements of work (as applicable) for services. Authorized User shall specify the following in a purchase order for purchases under Lot II for each website using the criteria set forth in Section 28(C), Lot I and Lot II Website Characteristics and Performance Criteria:
 - a. Website size: small, medium, or large;
 - a. Instance: single or multi-instance; and
 - b. Option: Service Offering 1, Service Offering 2, or Service Offering 3.
- C. Upon Authorized User acceptance of services itemized on the purchase order, Contractor will invoice Authorized User for any portion services accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all services.

PaaS TERMS AND CONDITIONS:**Data Center Locations:**

At the beginning of this Contract, Contractor and OGS agree that the Authorized User’s Data will be housed in the AmazonWeb Services (AWS) East data centers owned and operated by Amazon, Inc. which are located in the state of Virginia. If either the location of the Authorized User’s Data changes from the AWS East. data centers to other data centers owned and/or operated by Amazon, Inc., or the Contractor seeks to change the provider of the data centers from Amazon, Inc. to another data center provider, the Contractor shall give written notice in accordance with § 8, Notices, to OGS sixty Business Days prior to such change. Contractor agrees that under no circumstances shall the data center(s) hosting the Authorized User Data be located outside the continental United States.

Drupal PaaS Requirements

Contractor shall deliver a turn-key DrupalWeb Content Management System (WCMS) PaaS offering for the on-demand deployment of the Lot I websites only to the NYS Office of Information Technology Services and provide the option for Authorized Users to deploy additional websites under Lot II. The Drupal PaaS offering shall consist of the entire application stack required to support the DrupalWCMS.

The Drupal PaaS solution will be based on current and evolving industry standards and best practices over the course of the contract duration. The Drupal PaaS solution shall meet all requirements set forth in the Contract. When NYS Office of Information Technology Services is the Authorized User, support for Drupal version 7 (current dot release), and planned immediate availability of Drupal version 8 when it is released (upgrades to v8 of existing v7 sites would be in coordination with NYS project team when deemed appropriate).

Services will be provided from locations located within the Continental United States (CONUS) in accordance with Paragraph (A) of this Section with the option of on-site support and consultation services as requested and approved by the Authorized User.

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DEFINITIONS:

- “Authorized user” means the (i) the New York State Office of Information Services; (ii) any officer, body or agency of a political subdivision or a district therein, or fire company or volunteer ambulance service as such are defined in section one hundred of the general municipal law, to make purchases of commodities, services and technology through the office of general services' centralized contracts, pursuant to the provisions of section one hundred four of the general municipal law; (iii) any county extension service association as authorized under subdivision eight of section two hundred twenty-four of the county law; (iv) any association or other entity as specified in and in accordance with section one hundred nine-a of the general municipal law; (v) any association, consortium or group of privately owned or municipal, federal or state owned or operated hospitals, medical schools, other health related facilities or voluntary ambulance services, which have entered into a contract and made mutual arrangements for the joint purchase of commodities, services and technology pursuant to section twenty-eight hundred three-a of the public health law; (vi) any institution for the instruction of the deaf or of the blind listed in section forty-two hundred one of the education law; (vii) any qualified non-profit-making agency for the blind approved by the commissioner of the office of children and family services or the office of temporary and disability assistance; (viii) any qualified charitable non-profit-making agency for the severely disabled approved by the commissioner of education; (ix) any hospital or residential health care facility as defined in section twenty-eight hundred one of the public health law; (x) any private not-for-profit mental hygiene facility as defined in section 1.03 of the mental hygiene law; (xi) any public authority or public benefit corporation of the state, including the port authority of New York and New Jersey and the interstate environmental commission; (xii) any public library, association library, library system, cooperative library system, the New York Library Association, and the New York State Association of Library Boards or any other library except those which are operated by for profit entities; (xiii) any other association or entity as specified in state law, to make purchases of commodities, services and technology through the office of general services' centralized contracts. Such qualified non-profit-making agencies for the blind and severely disabled may make purchases from the correctional industries program of the department of corrections and community supervision subject to rules pursuant to the correction law.
- “Critical” shall mean an incident that results in a full service outage.
- “High” shall mean an incident that impacts all user’s ability to do work but a workaround is available.
- “Medium” shall mean an incident that partially impacts a user’s ability to do work but a workaround is available.
- “Low” shall mean an incident that has no impact on user’s ability to do work.
- “Platform : The cloud environment developed by the Contractor and provided to the State as a managed service and does not include levels of the environment configured by the State.”
- “Provision Time Objective” (PTO) shall mean how long it takes to make a new website available for application configuration.
- “Recovery Time Objective” (RTO) shall mean how long it takes to restore service for a website.
- “Recovery Point Objective” (RPO) shall mean the period of time where data loss could occur.
- “Resolve(d)” shall mean the point in time that Contractor closes a ticket.
- “Resolve Time” shall mean the time period between when the incident is accepted by the Contractor to the time the ticket is closed by the Contractor.
- “Site Health Report” shall mean a report that describes the overall health of the website, updated deployed, patched installed and summary of incidents by category: Critical, High, Medium, Low.
- “Tools” shall mean access to provider Drupal tools such as Search or Search Engine Optimization (SEO).
- “Knowledge Base” shall mean access to Providers knowledge base related to Drupal distribution.
- “Performance Review” shall mean a performance report generated from website performance monitoring tools.
- “State User” shall mean a member of an Authorized User’s website support teams.
- “Technical Account Manager” shall mean the individual that is the single point of contact for the State.
- “Periodic Visits” shall mean an onsite visit to a State office to interact with the State Management team at the request of the State.
- “Advisory Hours Technical Account Manager” shall mean general consulting hours above and beyond normal account management duties such as attending status meetings, creating reports, monitoring reported incidents.

(continued)

**State of New York
Office of General Services
NEW YORK STATE PROCUREMENT
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: PT66623 **Contractor:** Carahsoft Technology Corp.

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

| | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs | | | | |
| • Product meets contract specifications | | | | |
| • Pricing | | | | |

CONTRACTOR

| | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery | | | | |
| • Completeness of order (fill rate) | | | | |
| • Responsiveness to inquiries | | | | |
| • Employee courtesy | | | | |
| • Problem resolution | | | | |

Comments:

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ Email: _____

Please detach or photocopy this form & return by fax to 518-474-2437 or mail to:

**OGS NEW YORK STATE PROCUREMENT
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
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