



AGREEMENT FOR PIGGYBACK PURCHASE

THIS AGREEMENT FOR PIGGYBACK PURCHASE is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and SHI International Corp., a New Jersey corporation authorized to do business in the State of Florida, hereinafter referred to as the "Vendor."

WHEREAS, the Vendor entered into a contract with the City of Mesa, Arizona, Contract Number 2018011-02, through their Solicitation No. 2018011, on the 27th day of February, 2018 for Information Technology Solutions & Services ("Agreement"); and

WHEREAS, the Agreement is eligible for piggyback purchases; and

WHEREAS, the County desires to make purchases from the Vendor under the same terms and conditions of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

The County and the Vendor agree to be bound by the terms and conditions of the Agreement with respect to the County's purchases of KnowBe4 Security Awareness Software from the Vendor during the term of the Agreement from the effective date and any renewals or extensions thereof, with the exception and addition of the following provisions, with all conflicting terms of this Piggyback Agreement superseding the terms of the original Agreement:

1. The effective date shall be the date of full execution by both parties.
2. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all Products ("third party software, computer peripherals, computer hardware, and associated IT services provided by third parties") and Services

("resale services provided by Reseller under this Agreement; i.e. sourcing and fulfilling the Product and/or providing Deliverables identified in an Order") as set forth in Exhibit A, Fee Schedule,

attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all Products and Services as outlined in this Agreement.

3. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any Services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of Product or Service is guaranteed under this Agreement and County may elect to request no Products or Services. If the County authorizes delivery of Products or performance of Services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion prior to the shipment of Products.
4. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the Services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice.
5. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
6. The Vendor shall comply with the insurance requirements stated in the Exhibit B, Insurance Requirements, attached hereto and incorporated herein.
7. The Vendor agrees that this Agreement is subject to Chapter 119, Florida Statutes, the Florida Public Record Law. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - a. keep and maintain public records that ordinarily and necessarily would be required by Vendor in order to perform the Services required under this Agreement;

- b. upon request from County's custodian of public records, or his/her delegate, 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- d. meet all requirements for retaining public records and transfer, at no cost to County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with County's information technology system.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement for Piggyback Purchase as of the last date written below.

APPROVED as to Form for the Reliance of Lee County Only

BY: *[Signature]*
County Attorney's Office

DATE: 02-01-21

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: *[Signature]*
Christine Brady
Assistant County Manager

on behalf of the Board of County Commissioners

DATE: 2/2/2021

SHI International Corp.

BY: *[Signature]*
Authorized Signature

Elisabeth Arnold
Authorized Signature Printed Name

Lead Contracts Specialist
Authorized Signature Title

01/28/2021
Date

ATTEST:

Kristina Mann
(Witness)

1/28/2021
Date

CORPORATE SEAL:

EXHIBIT A FEE SCHEDULE



Pricing Proposal
 Quotation #: 19905818
 Created On: 1/11/2021
 Valid Until: 2/5/2021

LEE COUNTY BOCC

Kevin Omalley
 1825 Hendry Street
 3rd Floor
 FORT MYERS, FL 33901
 United States
 Phone:
 Fax:
 Email: komalley@leegov.com

Inside Account Manager

Jack Hall
 290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 800-543-0432
 Fax: 732-868-8055
 Email: Jack_Hall@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Know Be4 Security Awareness Training Subscription Gold - 3 Years KnowBe4 - Part#: KMSATG-N-H36-G Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	5001	\$12.13	\$60,662.13
2 Know Be4 Security Awareness Training Subscription Platinum - 3 Years KnowBe4 - Part#: KMSATG-KMSATP-X-H36-G Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	5001	\$0.00	\$0.00
3 Know Be4 Security Awareness Training Subscription Diamond - 3 Years KnowBe4 - Part#: KMSATP-KMSATD-X-H36-G Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	5001	\$2.51	\$12,552.51
Total			\$73,214.64

Additional Comments

Annual Payment Schedule:
 3 Equal Payments:
 1/3 due Net 30 days - \$24,404.88
 1/3 due at year 2 anniversary date - \$24,404.88
 1/3 due at year 3 anniversary date - \$24,404.88
 Total - \$73,214.64

Knowbe4 has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL): or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*