NOTICE TO VENDOR
Offers, subject to the conditions made a part hereof, will be received via e-mail to Kristen.burnette@nc.gov until 5:00pm on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Refer to page 2 for proper mailing instructions. Bids submitted via facsimile (fax) machine in response to this Best and Final Offer (BAFO) will not be accepted. Bids are subject to rejection unless submitted on this form.

EXECUTION
In compliance with this Request for Best and Final Offer (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to N.C.G.S. §143B-1354 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion of fraud. Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR: Carahsoft Technology Corp.

STREET ADDRESS: 11493 Sunset Hills Road Suite 100
CITY & STATE & ZIP: Reston, VA 20190

PRINT NAME & TITLE OF PERSON SIGNING: Zak Kennedy Team Lead

AUTHORIZED SIGNATURE: Zak Kennedy
DATE: 11/22/19
E-MAIL: zak.kennedy@carahsoft.com

Offer valid for ninety (90), days from date of offer opening unless otherwise stated here: _____ days

ACCEPTANCE OF OFFER
If the State accepts any or all parts of this offer, an authorized representative of Department of Information Technology shall affix his/her signature to the Vendor’s response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original RFP which have not been superseded by this BAFO and the Department of Information Technology Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

FOR STATE USE ONLY
Offer accepted and contract awarded on 11/22/2019 | 10:00 PM EST as indicated on attached certification, by (Authorized representative of Department of Information Technology).
DELIVERY INSTRUCTIONS:
Deliver one (1) signed, executed electronic copy via e-mail. The files must not be password-protected and must be capable of being copied to other media.

SOLICITATION REQUEST FOR BEST AND FINAL OFFER (BAFO)

This request is to acquire a best and final offer from Vendor for Enterprise eSignature – Digital Signature Capability. **Enterprise Electronic Forms will not be awarded on this contract.**

The offer should integrate the previous response to the RFP and any changes listed below. Any individual vendor can receive a different number of requests for BAFOs than other offerors.

NOTE: This bid is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response and accompanying information is limited to personnel of the Department of Information Technology (DIT) Statewide IT Procurement Office, and to agencies responsible for participating in the evaluation. Bidders who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

SECTION I.

North Carolina Envelope Offering for Enterprise Pro for Gov includes the following:

1. All functionality of System Automated Premium Edition
2. All future product releases will only be included in this edition (conditional routing, etc.)
3. Initial Purchase order(s) for minimum of 150,000 envelopes due prior to 12/13/2019
4. Enhanced security within FedRAMP boundaries
5. Segregated Government Servers & Encryption Keys
6. Single Sign On + Organization Management – manage and delegate management for multiple accounts
7. Enterprise Reporting – Structured under organization administration
8. eNotary – electronic notarization for supported states
9. eWitness
10. Offline Mobile (sign, send)
12. Responsive Signing
13. Compliance & Security
14. SMS and Phone Call Authentication included
15. Various Integrations included at no additional cost
16. Retrieve at no additional cost
17. Agencies can purchase directly from Vendor after initial order is made.
18. Migration to new Edition: This will be managed by the account team, and it has been confirmed that migration over to new edition will not require any paid engagement and will be simple as discussed. Nothing will change from a user experience perspective all envelopes will remain in the DocuSign Account, templates and other information within an users account will remain intact and can be accessed as normal.
19. Adoption Quickstart: Included with all new deployments of DocuSign, onboarding and basic training for administrator as well as help with account set-up.
20. Account Manager Support: Dedicated Account Manager to help with pulling reports, enabling features, day to day account maintenance and customer contact.
21. DocuSign Days: State of North Carolina account team will assist with in-person demo days or
22. DocuSign days to present new features, help to discover new use cases, working groups, etc.
23. DSU Portal: DocuSign training is an included resource to drive adoption and train new users.
BAFO Number: ITS-400335 #1

SECTION 2

Section I: Copy of Vendor’s License and Maintenance Agreements is replaced by the following: DocuSign Master Services Agreement for Resell Customers July 17, 2018 as modified by Addendum to DocuSign Master Services Agreement for Resell Customers.

SECTION 3

DocuSign’s Pricing Response (starting on page 116 of RFP ITS-400335) replaced with the following:

<table>
<thead>
<tr>
<th>Number of Envelopes</th>
<th>Price Per Envelope</th>
</tr>
</thead>
<tbody>
<tr>
<td>50,000-99,999</td>
<td>$2.20</td>
</tr>
<tr>
<td>100,000-249,999</td>
<td>$2.00</td>
</tr>
<tr>
<td>250,000-499,999</td>
<td>$1.90</td>
</tr>
<tr>
<td>500,000-999,999</td>
<td>$1.59</td>
</tr>
<tr>
<td>1,000,000+</td>
<td>$1.06</td>
</tr>
</tbody>
</table>

- Pricing tiers approved based off a minimum aggregate purchase off 150,000 envelopes at the time of initial contract (12/13/2019).
- Minimum purchase for expansion or new customers is 1,000 envelopes.

All envelopes purchased on this new MSA in aggregate will count towards the 150,000-envelope commitment. That includes all agencies that are currently under the agreement expiring 12/12/19 (detailed in most recent amendment #7) as well as any new agencies who wish to join the agreement upon renewal.

Paid Services

1. Launch Discovery Package: Identify, prioritize and build a strategic roadmap of high impact use cases based on industry best practices and benchmark data
   • List Price: $12,000
   • NC Price: $9,000
2. End User Training: Virtual and onsite options available, tailored training to specific use cases designed for end users to become familiar with the platform and intended use of DocuSign.
   • Virtual
     • List Price: $1,500/4 hours
     • NC Price: $1,000/4 hours
   • Onsite
     • List Price: $3,500/day
     • NC Price: $3,000/day

SECTION 4

Per RFP Section I. Introduction, add the below sentences to the end of the first paragraph.
Contract to be used by Executive Branch State Agencies along with non-Executive Branch State Agencies, as well as local (municipal and county) governments permitted by law.

Universities and Community Colleges are not eligible to leverage the pricing structure in the agreement and will not be included in the state aggregate. However, they do have the option to leverage the contract as a procurement method. Pricing will be negotiated on a case by case basis directly with the DocuSign account team.