



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## State of West Virginia Master Agreement

Order Date: 12-05-2022

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0210 4429 ISC2300000002 1	Procurement Folder:	1104946
Document Name:	SentinelOne Ranger Pro, or Equal (OT23027)	Reason for Modification:	
Document Description:	SentinelOne Ranger Pro, or Equal (OT23027)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-11-21
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-11-20

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000039263 GUIDEPOINT SECURITY LLC 2201 Cooperative Way  Herndon VA 20171 US Vendor Contact Phone: 8778890132 Extension:	Requestor Name: Andrew C Lore Requestor Phone: 304-352-4944 Requestor Email: andrew.c.lore@wv.gov  <b>23</b> FILE LOCATION _____																				
Discount Details:																					
<table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *Mark C. Cox* 12/09/2022  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Granger*  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *John S. Granger* 12/09/2022  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The Vendor, GuidePoint Security, LLC., agrees to enter into this open-end contract with the Agency, West Virginia Office of Technology (WVOT), to provide Endpoint Detection and Response software, per the bid requirements, terms, conditions, specifications, Addendum No. 1 issued 09/26/2022, and the vendor's bid dated 10/03/2022 all incorporated herein by reference and made apart of hereof.

Subsequent renewal years will be added via Change Order with a dual-party renewal agreement.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43230000			EA	8.950000
	Service From	Service To			

**Commodity Line Description:** SentinelOne Ranger Pro, or equal, for 20,000 devices

**Extended Description:**

SentinelOne Ranger Pro, or equal

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43230000			EA	9.340000
	Service From	Service To			

**Commodity Line Description:** SentinelOne Ranger Pro, or equal, for 1,000 devices

**Extended Description:**

SentinelOne Ranger Pro, or equal, for 1,000 devices

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of ONE (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the

Contract. ☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per

☐ occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.



**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.



**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Revised 09/12/2022

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Luke Viviano, Director of Contracts

(Address) 2201 Cooperative Way, Suite 225, Herndon, VA 20171

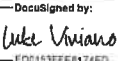
(Phone Number) / (Fax Number) 877.899.0132 x7031

(email address) luke.viviano@guidepointsecurity.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

GuidePoint Security LLC

(Company)  DocuSigned by:  
Luke Viviano  
EC01537FE8174ED

(Signature of Authorized Representative) 9/29/2022  
Luke Viviano, Director of Contract

(Printed Name and Title of Authorized Representative) (Date)  
877.899.0132

(Phone Number) (Fax Number)  
luke.viviano@guidepointsecurity.com

(Email Address)



REQUEST FOR QUOTATION  
Endpoint Detection and Response (OT23027)

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for Endpoint Detection and Response. The WVOT currently deploys Sentinel One EDR and proposed product must be compatible with agency-owned EDR.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.3 **“Contract Services”** means an End Point Detection and Response Service to support approximately 1,500 endpoints across the state of WV, as more fully described in these specifications.
  - 2.4 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.5 **“EDR”** means End Point Detection and Response.
  - 2.6 **“IOC”** means Indicator of Compromise.
  - 2.7 **“OS”** means Operating System.
  - 2.8 **“AD”** means Active Directory, a database and set of services that connect users with the network resources they need to get their work done.
  - 2.9 **“Kerberos”** Kerberos is a protocol for authenticating service requests between trusted hosts across an untrusted network, such as the internet.

REQUEST FOR QUOTATION  
Endpoint Detection and Response (OT23027)

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**3. QUALIFICATIONS:**

- 3.1** Vendor must provide attestation from agency-owned EDR provider, Sentinel One, that its proposed products are compatible with currently deployed EDR.

**4. GENERAL REQUIREMENTS:**

- 4.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**4.1.1 SentinelOne Ranger Pro for 20,000 devices, or equal**

- 4.1.1.1** Must fingerprint and categorize devices connected to State network
- 4.1.1.2** Must pinpoint unsecured endpoints missing a Sentinel agent
- 4.1.1.3** Must automate peer-to-peer deployment of SentinelOne agent
- 4.1.1.4** Must allow for the investigation and isolation of devices based on threats
- 4.1.1.5** Must allow for pivoting from a suspicious device to hunt lateral movement
- 4.1.1.6** Must provide a global networked device inventory
- 4.1.1.7** Must detect & alert on new devices
- 4.1.1.8** Must allow for real time monitoring of:
  - 4.1.1.8.1** OS issues
  - 4.1.1.8.2** Weak policies
  - 4.1.1.8.3** Kerberos vulnerabilities
  - 4.1.1.8.4** Credential harvesting
  - 4.1.1.8.5** Credential analysis
  - 4.1.1.8.6** Privileged accounts
  - 4.1.1.8.7** Stale accounts
  - 4.1.1.8.8** Rogue domain controllers
  - 4.1.1.8.9** AD vulnerabilities activity

**REQUEST FOR QUOTATION**  
**Endpoint Detection and Response (OT23027)**

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- 4.1.1.9** Must not require any additional software, hardware, or additional agents, other than current SentinelOne EDR tool.

**4.1.2 Sentinel One Ranger Pro for 1,000 devices, or equal**

- 4.1.2.1** Must fingerprint and categorize devices connected to State network
- 4.1.2.2** Must pinpoint unsecured endpoints missing a Sentinel agent
- 4.1.2.3** Must automate peer-to-peer deployment of SentinelOne agent
- 4.1.2.4** Must allow for the investigation and isolation of devices based on threats
- 4.1.2.5** Must allow for pivoting from a suspicious device to hunt lateral movement
- 4.1.2.6** Must provide a global networked device inventory
- 4.1.2.7** Must detect & alert on new devices
- 4.1.2.8** Must allow for real time monitoring of:
  - 4.1.2.8.1** OS issues
  - 4.1.2.8.2** Weak policies
  - 4.1.2.8.3** Kerberos vulnerabilities
  - 4.1.2.8.4** Credential harvesting
  - 4.1.2.8.5** Credential analysis
  - 4.1.2.8.6** Privileged accounts
  - 4.1.2.8.7** Stale accounts
  - 4.1.2.8.8** Rogue domain controllers
  - 4.1.2.8.9** AD vulnerabilities activity
- 4.1.2.9** Must not require any additional software, hardware, or additional agents, other than current SentinelOne EDR tool.

- 4.1.3** Vendor should provide pricing for Optional Annual Renewal Years 2, 3, and 4.

REQUEST FOR QUOTATION  
Endpoint Detection and Response (OT23027)

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**5. CONTRACT AWARD:**

- 5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost.
- 5.2 Pricing:** Vendor should electronically complete the Pricing in wvOASIS. Vendor should complete the Pricing in its entirety, as failure to do so may result in Vendor's bids being disqualified.

The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**7. DELIVERY AND RETURN:**

- 7.1 Delivery Time:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 15 calendar days after receiving a purchase order or notice to proceed. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to Agency at 1900 Kanawha Blvd., Building 5, 10th Floor, Charleston, WV 25305.
- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.  
Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

REQUEST FOR QUOTATION  
Endpoint Detection and Response (OT23027)

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- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**8. VENDOR DEFAULT:**

**8.1** The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION  
Endpoint Detection and Response (OT23027)

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**8.2** The following remedies shall be available to Agency upon default.

**8.2.1** Immediate cancellation of the Contract.

**8.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

**9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**9.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**9.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Luke Viviano

**Telephone Number:** 877.899.0132 x7031

**Fax Number:** 877.899.0132

**Email Address:** luke.viviano@guidepointsecurity.com



## Sales Proposal 135900-1

Today's Date: 11/22/2022  
Expires On: 12/22/2022  
Payment Terms: Net 30  
Billing Schedule: Upfront

To: Jessica Hovanec  
State of West Virginia Office of Technology  
WV Office of Technology 1900 Kanawha Blvd. East, Bldg 5, 10th Floor  
Charleston, West Virginia 25305  
jessica.l.hovanec@wv.gov  
304-558-2314

Sales Rep: Patrick McManaman  
Email: patrick.mcmanaman@guidepointsecurity.com  
Phone: 202-320-5538  
Fax: (877) 889-0132

Prepared by: Suzanne O'Bannon  
Email: suzanne.obannon@guidepointsecurity.com  
Phone: 410-533-4412

Please send all Purchase Orders to masos@guidepointsecurity.com and suzanne.obannon@guidepointsecurity.com.

### Year 1

Line #	Vendor	Quantity	Product Type	Part Number	Description	Client Unit Price	Client Total
1	SentinelOne, Inc.	20,000	Software	SP-RGR-ND-T7-S.	Ranger Protection Platform- Enterprisewide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Term: 12 months	\$8.95	
2	SentinelOne, Inc.	1,000	Software	SP-RGR-ND-T7-S.	Ranger Protection Platform- Enterprisewide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Term: 12 months	\$9.34	
Year 1 Client Total:							

### Year 2

Line #	Vendor	Quantity	Product Type	Part Number	Description	Client Unit Price	Client Total
3	SentinelOne, Inc.	20,000	Software	SP-RGR-ND-T7-S.	Ranger Protection Platform- Enterprisewide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Term: 12 months	\$8.95	
4	SentinelOne, Inc.	1,000	Software	SP-RGR-ND-T7-S.	Ranger Protection Platform- Enterprisewide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Term: 12 months	\$9.34	
Year 2 Client Total:							

### Year 3

Line #	Vendor	Quantity	Product Type	Part Number	Description	Client Unit Price	Client Total
5	SentinelOne, Inc.	20,000	Software	SP-RGR-ND-T7-S.	Ranger Protection Platform- Enterprisewide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Term: 12 months	\$8.95	
6	SentinelOne, Inc.	1,000	Software	SP-RGR-ND-T7-S.	Ranger Protection Platform- Enterprisewide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Term: 12 months	\$9.34	
Year 3 Client Total:							

Product Type shown is not meant for tax purposes. Any taxes quoted are estimates only. Actual taxes will be assessed upon invoice.  
2201 Cooperative Way, Suite 225, Herndon, VA 20171 | Quote number: 135900-1



Year 4

Line #	Vendor	Quantity	Product Type	Part Number	Description	Client Unit Price	Client Total
7	SentinelOne, Inc.	20,000	Software	SP-RGR-ND-T7-S.	Ranger Protection Platform- Enterprisewide Discovery of IT/loT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Term: 12 months	\$8.95	
8	SentinelOne, Inc.	1,000	Software	SP-RGR-ND-T7-S.	Ranger Protection Platform- Enterprisewide Discovery of IT/loT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Term: 12 months	\$9.34	
Year 4 Client Total:							

Sales Proposal is governed by the terms and conditions found [here](#), unless Client has an appropriate governing agreement.

Product Type shown is not meant for tax purposes. Any taxes quoted are estimates only. Actual taxes will be assessed upon invoice.  
2201 Cooperative Way, Suite 225, Herndon, VA 20171 | Quote number: 135900-1



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote  
Info Technology

**Proc Folder:** 1104946

**Doc Description:** Addendum #1 SentinelOne Ranger Pro, or Equal (OT23027)

**Reason for Modification:**

Addendum #1 to move the bid opening date and to publish the Vendor Q&A's.

**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-09-26	2022-10-04 13:30	CRFQ 0210 ISC2300000002	2

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Jessica L Hovanec  
304-558-2314  
jessica.l.hovanec@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Addendum #1 to publish the Vendor Questions and Answers and to move the bid opening date from 09/28/2022 to 10/04/2022. Bid opening time remains the same at 1:30 PM ET.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for Endpoint Detection and Response per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SentinelOne Ranger Pro, or equal, for 20,000 devices	20000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

**Extended Description:**

SentinelOne Ranger Pro, or equal, for 20,000 devices

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	SentinelOne Ranger Pro, or equal, for 1,000 devices	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

**Extended Description:**

SentinelOne Ranger Pro, or equal, for 1,000 devices

INVOICE TO				SHIP TO			
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US				WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	SentinelOne Ranger Pro, or equal, for 20,000 devices - YR2	20000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

**Extended Description:**

SentinelOne Ranger Pro, or equal, for 20,000 devices - YR2

INVOICE TO				SHIP TO			
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US				WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	SentinelOne Ranger Pro, or equal, for 1,000 devices - YR2	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

**Extended Description:**

SentinelOne Ranger Pro, or equal, for 1,000 devices - YR2

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	SentinelOne Ranger Pro, or equal, for 20,000 devices - YR3	20000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

**Extended Description:**

SentinelOne Ranger Pro, or equal, for 20,000 devices - YR3

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	SentinelOne Ranger Pro, or equal, for 1,000 devices - YR3	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

**Extended Description:**

SentinelOne Ranger Pro, or equal, for 1,000 devices - YR3

INVOICE TO				SHIP TO			
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US				WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	SentinelOne Ranger Pro, or equal, for 20,000 devices - YR4	20000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

**Extended Description:**

SentinelOne Ranger Pro, or equal, for 20,000 devices - YR4

INVOICE TO				SHIP TO			
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US				WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	SentinelOne Ranger Pro, or equal, for 1,000 devices - YR4	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

**Extended Description:**

SentinelOne Ranger Pro, or equal, for 1,000 devices - YR4

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by September 21, 2022 at 10:00 AM ET	2022-09-21

# SOLICITATION NUMBER: CRFQ ISC2300000002

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ISC2300000002 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- ☒ [ X ] Modify bid opening date and time
- ☐ [ ] Modify specifications of product or service being sought
- ☒ [ X ] Attachment of vendor questions and responses
- ☐ [ ] Attachment of pre-bid sign-in sheet
- ☐ [ ] Correction of error
- ☐ [ ] Other

### Description of Modification to Solicitation:

- 1) To move bid opening date from 09/28/2022 to 10/04/2022. Bid opening time remains the same at 1:30 PM ET
- 2) To attach the Vendor Questions and Answers

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



**ISC2300000002 Addendum #1**  
**Vendor Questions and Answers**

- Q1)** Request to extend the solicitation deadline to a date later than September 28, 2022 to allow vendors sufficient time to review responses and related addenda to be issued by the State after this Q&A period ends;
- A1)** The bid opening date has been extended to October 4, 2022. Bid opening time remains the same at 1:30 PM ET.
- Q2)** The State of West Virginia has previously accepted contracts for purchases through established consortiums (i.e. MHEC). For Solicitation No. CRFQ 0210 ISC2300000002 (“Solicitation”), will the State consider leveraging an already existing consortium agreement in lieu of the General Terms and Conditions contained within this Solicitation?
- A2)** No

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ISC2300000002**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

GuidePoint Security LLC

Company

DocuSigned by:

*Luke Viviano*

EDC15FEEB174ED

Authorized Signature

9/29/2022

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	SentinelOne Ranger Pro, or equal			8.950000	

Comm Code	Manufacturer	Specification	Model #
43230000			

**Commodity Line Comments:** software available within 24 hours after receipt of order (ARO). Software unit price is \$8.95 each, with a volume commitment of

**Extended Description:**  
SentinelOne Ranger Pro, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	SentinelOne Ranger Pro, or equal			9.340000	

Comm Code	Manufacturer	Specification	Model #
43230000			

**Commodity Line Comments:** software available within 24 hours after receipt of order (ARO). Software unit price is \$9.34 each, with a volume commitment of

**Extended Description:**  
SentinelOne Ranger Pro, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	SentinelOne Ranger Pro, or equal - YR2			8.950000	

Comm Code	Manufacturer	Specification	Model #
43230000			

**Commodity Line Comments:** software available within 24 hours after receipt of order (ARO)

**Extended Description:**  
SentinelOne Ranger Pro, or equal - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	SentinelOne Ranger Prom or equal - YR2			9.340000	

Comm Code	Manufacturer	Specification	Model #
43230000			

**Commodity Line Comments:** software available within 24 hours after receipt of order (ARO)

**Extended Description:**  
SentinelOne Ranger Pro, or equal, for 1,000 devices - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	SentinelOne Ranger Pro, or equal - YR3			8.950000	

Comm Code	Manufacturer	Specification	Model #
43230000			

**Commodity Line Comments:** software available within 24 hours after receipt of order (ARO)

**Extended Description:**

SentinelOne Ranger Pro, or equal - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	SentinelOne Ranger Pro, or equal - YR3			9.340000	

Comm Code	Manufacturer	Specification	Model #
43230000			

**Commodity Line Comments:** software available within 24 hours after receipt of order (ARO)**Extended Description:**

SentinelOne Ranger Pro, or equal - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	SentinelOne Ranger Pro, or equal - YR4			8.950000	

Comm Code	Manufacturer	Specification	Model #
43230000			

**Commodity Line Comments:** software available within 24 hours after receipt of order (ARO)**Extended Description:**

SentinelOne Ranger Pro, or equal - YR4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	SentinelOne Ranger Pro, or equal - YR4			9.340000	

Comm Code	Manufacturer	Specification	Model #
43230000			

**Commodity Line Comments:** software available within 24 hours after receipt of order (ARO)**Extended Description:**

SentinelOne Ranger Pro, or equal - YR4

# Sales Proposal

## Terms & Conditions

Version 11.02.2020

### **1. DEFINITIONS.**

**(a)** “Client” means the client named in this Sales Proposal.

**(b)** “Confidential Information” means information that is identified or reasonably understood to be confidential or proprietary, including but not limited to any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation or data (including but not limited to computer programs, code systems, applications, analyses, passwords, procedures, methodologies, output, software sales, customer information, personal information, and list compilations).

**(c)** “End User Agreement” means Vendor’s end user license agreement, service level agreement, terms of use or service or other end user agreements or documents which may be presented in print, electronically or in any other format.

**(d)** “GuidePoint” means GuidePoint Security LLC.

**(e)** “Product(s)” means hardware, appliances, equipment, software, support, maintenance, services, and other products and related documentation which are (i) manufactured, licensed, or provided by Vendors, and (ii) resold by GuidePoint to Client.

**(f)** “Services” means professional services (including training services) performed by GuidePoint.

**(g)** “Terms and Conditions” means these Sales Proposal Terms and Conditions.

**(h)** “Vendor(s)” means third party manufacturers, vendors, licensors, or providers of hardware, appliances, equipment, software, support, maintenance, services and other products.

### **2. INVOICING.**

GuidePoint shall invoice Client for the Products upon shipment or fulfillment. Services may be invoiced in advance of delivery. Any travel and out of pocket expenses incurred in connection with the Services may be invoiced monthly in arrears and may also be invoiced separately from the Services.

### **3. PAYMENT.**

If GuidePoint determines, in its sole judgment, that Client is not creditworthy or is otherwise not financially secure, then GuidePoint may, upon written notice to Client, require payment in full before the provision of any Products or performance of any Services pursuant to this Sales Proposal. All payments are due thirty (30) days from invoice date. ~~Any amounts not paid in accordance with these payment terms shall accrue interest at the rate of one and one-half percent (1.5%) per month (but in no event higher than the maximum rate permitted by law) until paid in full.~~ Prices do not include applicable state/local sales tax or shipping and handling charges. GuidePoint does not accept credit card payments, unless otherwise pre-approved.

### **4. PRODUCTS.**

**(a) Purchase Orders.** All purchase orders for Products are binding and irrevocable once issued by Client.

**(b) Taxes and Fees.** The amounts of any present or future tax, fee, duty, levy (including without limitation, import permits, import fees, VAT fees and clearance fees) imposed on the importation or delivery of the Products shall be paid by Client. For Products shipped into the State of Alabama, GuidePoint has collected the simplified sellers use tax and the tax will be remitted on Client's behalf to the Alabama Department of Revenue. GuidePoint's simplified sellers use tax program account number is SSU-R010082839.

**(c) Shipping and Delivery.** Upon shipment, (i) title to Products (excluding any licensed Products) and risk of loss or damage to Products will pass to Client, (ii) Client assumes all risk and liability for such Products, and (iii) GuidePoint will not be liable to Client for any loss or damage arising out of or related to the Products. Client agrees to indemnify, defend and hold harmless GuidePoint from any claims, liability, loss, damages, costs and expenses (including, but not limited to reasonable attorneys' fees) which GuidePoint may incur, suffer or be required to pay, arising from Client's violation of applicable export laws and regulations. GuidePoint shall notify Client in writing at the address listed on this Sales Proposal in the event any such claim is brought against GuidePoint. Client agrees that in connection with any and all shipping services performed by GuidePoint, GuidePoint shall only be liable for its sole negligent acts that are the direct and proximate cause of any injury to Client. In no event shall GuidePoint be liable for the acts of third parties. GUIDEPOINT'S

LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF GUIDEPOINT'S SHIPPING SERVICES IS EXPRESSLY LIMITED TO, AT GUIDEPOINT'S OPTION, (I) REPLACEMENT OF THE PRODUCTS AT THE DELIVERY POINT; OR (II) A REFUND OF THE PRICE OF THE PRODUCTS FOR WHICH DAMAGES ARE CLAIMED. Unless requested in writing by Client and confirmed to Client in writing by GuidePoint, GuidePoint is under no obligation to procure insurance on Client's behalf. In all cases, Client shall pay all premiums and costs in connection with procuring the requested insurance. GuidePoint's standard international (i) delivery terms are DAT (Delivery Point) Incoterms 2010® and (ii) delivery mode is air cargo.

**(d) Warranties.** Client acknowledges that (i) GuidePoint is an authorized reseller of Products and does not give or imply that it gives any warranties or indemnifications relating to the Products, (ii) the only warranties or indemnifications relating to the Products are those offered by the applicable Vendor, (iii) Client's use of the Products shall be subject solely to the terms and conditions of the applicable End User Agreement, and (iv) it assumes all responsibility for ensuring that the Products are used in accordance with all applicable laws. GuidePoint shall use commercially reasonable efforts to assist Client in pursuing remedies under the applicable Vendor's warranty.

**(e) Product Returns.** Approval for return of Products is subject solely to the applicable Vendor's return policy.

## **5. SERVICES.**

**(a) Time and Materials.** If this Sales Proposal includes Services to be performed on a time and material basis, any labor cost is an estimate only.

**(b) Expiration of Services.** Any unused Services will expire after twelve (12) months from the date of this Sales Proposal.

## **6. LIMITATION OF LIABILITY.**

GUIDEPOINT SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGE, LOSS, OR EXPENSES OF ANY KIND OR NATURE (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY IN TORT) DIRECTLY OR INDIRECTLY ARISING FROM (I) CLIENT'S POSSESSION, CONTROL, OR USE OF THE PRODUCTS, OR (II) ANY INADEQUACY, DEFICIENCY OR DEFECT IN THE PRODUCTS. IN NO EVENT SHALL GUIDEPOINT BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR (I) LOSS OF PROFITS, (II) LOSS OF DATA, (III) EQUIPMENT DOWNTIME, OR (IV) CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, RESULTING FROM OR IN ANY MANNER RELATED TO THE PRODUCTS OR SERVICES WHETHER SUCH DAMAGES ARE CLAIMED UNDER



CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GUIDEPOINT'S TOTAL CUMULATIVE LIABILITY UNDER THIS SALES PROPOSAL SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CLIENT TO GUIDEPOINT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM.

## **7. CONFIDENTIALITY.**

**(a) Use and Care.** Confidential Information provided pursuant to this Sales Proposal by the disclosing party to the receiving party shall be used only (i) for the purpose for which it was provided, and (ii) by those employees and representatives of the receiving party with a "need to know" and an obligation to protect. Any use or disclosure that is not expressly provided for in this Sales Proposal is prohibited. The receiving party shall use the same degree of care to avoid disclosure or use of the disclosing party's Confidential Information as it employs with respect to its own Confidential Information, and in any event shall take all precautions that are reasonably necessary to protect the security of the disclosing party's Confidential Information.

**(b) Exceptions.** Information shall not be deemed Confidential Information if the receiving party can show that the information (i) is previously known or in the possession of the receiving party prior to the date of this Sales Proposal, (ii) is or subsequently becomes part of the public domain through no fault of the receiving party, (iii) is subsequently disclosed by a third party not under any confidentiality obligation to the disclosing party, (iv) is developed independently by the receiving party without reliance on the disclosing party's Confidential Information, (v) is otherwise approved for use or disclosure by written authorization from the disclosing party, or (vi) is required to be disclosed pursuant to a valid order by a court or other governmental entity with jurisdiction, provided that the receiving party provides the disclosing party with prompt written notice of such order (prior to any scheduled disclosure) in order to permit the disclosing party to challenge such disclosure or obtain a protective order at the disclosing party's expense. The receiving party shall have the burden of proof with respect to any claimed exception to the obligations of confidentiality.

**8. MISCELLANEOUS.** This Sales Proposal is the exclusive property of GuidePoint and is made available for use by Client and its immediate employees only. By accepting this Sales Proposal and/or providing a purchase order to GuidePoint, Client acknowledges receipt and acceptance of these Terms and Conditions. These Terms and Conditions constitute the entire agreement between the parties relating to the sale of the Products and Services described on this Sales Proposal. Any additional terms and conditions contained in any oral or written communication from Client (including, without limitation, Client's purchase order) are hereby objected to and rejected by GuidePoint and shall not be binding upon

GuidePoint, whether or not such terms and conditions would materially alter these Terms and Conditions. This Sales Proposal and the relationship of the parties shall be governed by, construed and interpreted according to with the laws of the Commonwealth of Virginia, without giving consideration to principles of conflict of laws, and without application of the United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention. GuidePoint and Client: (i) irrevocably consent to the jurisdiction of the United States District Court and the state courts of the Commonwealth of Virginia; and (ii) agree that any action relating to this Sales Proposal shall only be brought in said courts.