



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 4

## General Information

## Contact

## Default Values

## Discount

## Document Information

Procurement Folder: 655561

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0210

Vendor ID: VS0000017104

SO Doc ID: ISC2000000010

Legal Name: Spruce Technology, Inc.

Published Date: 12/9/19

Alias/DBA: Spruce Technology

Close Date: 12/16/19

Total Bid: \$199,998.00

Close Time: 13:30

Response Date: 12/13/2019

Status: Closed

Response Time: 16:22

Solicitation Description: Addendum 2-EndPoint Detection and Response Software - OT1912

Total of Header Attachments: 4

Total of All Attachments: 4



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 655561

**Solicitation Description :** Addendum 2-EndPoint Detection and Response Software - OT1912

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-12-16 13:30:00	SR 0210 ESR12041900000003387	1

VENDOR
VS0000017104 Spruce Technology, Inc. Spruce Technology

**Solicitation Number:** CRFQ 0210 ISC2000000010

**Total Bid :** \$199,998.00      **Response Date:** 2019-12-13      **Response Time:** 16:22:49

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	CNTRCT ITEM: Containment Remediation Reporting & Monitoring	2000.00000	EA	\$27.999000	\$55,998.00

Comm Code	Manufacturer	Specification	Model #
43233204			

<b>Extended Description :</b>	4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring 4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.
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**Comments:** Please refer to attached documents for additional details on price breakdown and specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Opt Renew Y2 - Cntrct Item: Contain Remediate Report Monitor	2000.00000	EA	\$24.000000	\$48,000.00

Comm Code	Manufacturer	Specification	Model #
43233204			

<b>Extended Description :</b>	4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring 4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.
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**Comments:** Please refer to attached documents for additional details on price breakdown and specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Opt Renew Y3 - Cntrct Item: Contain Remediate Report Monitor	2000.00000	EA	\$24.000000	\$48,000.00

Comm Code	Manufacturer	Specification	Model #
43233204			

<b>Extended Description :</b>	4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring 4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.
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**Comments:** Please refer to attached documents for additional details on price breakdown and specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Opt Renew Y4 - Cntrct Item: Contain Remediate Report Monitor	2000.00000	EA	\$24.000000	\$48,000.00

Comm Code	Manufacturer	Specification	Model #
43233204			

<b>Extended Description :</b>	<p>4.1.1 Contract Item: Containment, Remediation, Reporting &amp; Monitoring</p> <p>4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.</p>
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**Comments:** Please refer to attached documents for additional details on price breakdown and specifications.

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Spruce Technology Inc.

Authorized Signature: Kristen M. Manza Date: 12/6/19

State of NJ

County of Passaic, to-wit:

Taken, subscribed, and sworn to before me this 6<sup>th</sup> day of December, 2019.

My Commission expires July 6, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC Joe Onty  
Purchasing Affidavit (Revised 01/19/2018)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** RFQ 0210 ISC2000000010

**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 checked="" 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 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.

Spruce Technology Inc.  
Company  
Kristen M. Marzga  
Authorized Signature  
12/13/19  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**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.

Kristen Mazza, VP Contracts  
(Name, Title)  
Kristen Mazza, VP Contracts  
(Printed Name and Title)  
1149 Bloomfield Ave, Ste G, Clifton NJ 07012  
(Address)  
862-225-9302                      201-338-6260  
(Phone Number) / (Fax Number)  
sales@spruceotech.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Spruce Technology, Inc.  
(Company)  
Kristen M. Mazza, VP Contracts  
(Authorized Signature) (Representative Name, Title)  
Kristen Mazza, VP Contracts  
(Printed Name and Title of Authorized Representative)  
12/13/19  
(Date)  
862-225-9302                      201-338-6260  
(Phone Number) (Fax Number)



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\* \* \*

LATEST UPDATE OF LICENSE AGREEMENT: November 15, 2017



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

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 655561

Doc Description: EndPoint Detection and Response Software - OT19125

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-21	2019-12-09 13:30:00	CRFQ 0210 ISC2000000010	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Spruce Technology, Inc.  
 1149 Bloomfield Ave, Suite G  
 Clifton NJ 07012  
 862-225-9302

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

*Kristen M. Mayza*

FEIN # 20-5656502

DATE 12/6/19

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of The WV Office of Technology to establish an open-end contract for an End Point Detection and Response Software to support endpoints across the state of West Virginia but can be managed centrally. This service will assist in the continuous monitoring and response to advanced cyber security threats. The open-end contract resulting from this solicitation will provide licensing for this platform, as needed per the terms and conditions and specifications as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CNTRCT ITEM: Containment Remediation Reporting & Monitoring	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233204	Please refer to Quote Detail Attachment		

**Extended Description :**

4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring

4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.

4.1.1.2 The Vendor must provide a cloud-based software as a service solution that can be centrally managed by a West Virginia Office of Technology Administrator.

For further details see attached specifications.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Opt Renew Y2 - Cntrct Item: Contain Remediate Report Monitor	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233204	Please refer to Quote Detail Attachment		

**Extended Description :**

4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring

4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.

4.1.1.2 The Vendor must provide a cloud-based software as a service solution that can be centrally managed by a West Virginia Office of Technology Administrator.

For further details see attached specifications.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Opt Renew Y3 - Cntrct Item: Contain Remediate Report Monitor	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233204	Please refer to quote Detail Attachment		

**Extended Description :**

4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring

4.1.1.1 The Vendor must provide a cloud-based software as a service solution that is capable of supporting endpoints throughout the State of West Virginia. The endpoint licenses must be billed on an annual basis.

4.1.1.2 The Vendor must provide a cloud-based software as a service solution that can be centrally managed by a West Virginia Office of Technology Administrator.

For further details see attached specifications.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Opt Renew Y4 - Cntrct Item: Contain Remediate Report Monitor	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233204	Please refer to Quote Detail Attachment		

**Extended Description :**

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4.1.1.2 The Vendor must provide a cloud-based software as a service solution that can be centrally managed by a West Virginia Office of Technology Administrator.

For further details see attached specifications.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Question Deadline 9:00 AM	2019-12-02

# Spruce Technology, Inc.

1149 Bloomfield Ave, Suite G  
 Clifton, NJ 07012  
[sales@sprucetech.com](mailto:sales@sprucetech.com)



Solicitation No.  
**CRFQ 0210 ISC2000000010**

BID DATE  
**12/16/2019**

## CUSTOMER

Jessica S. Chambers  
 West Virginia Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130  
 (304) 558-0246  
[jessica.s.chambers@wv.gov](mailto:jessica.s.chambers@wv.gov)

## License Term

This license and services (if applicable based on the SKUs below) term shall be effective as of the date of the Customer Signature below, and shall extend for 3 years after the licenses have been delivered to Customer.

SKU	Product	Description	QTY	UNIT PRICE	AMOUNT
AGA-LIC-T4	Annual AppGuard Enterprise Agent License Fee - Tier 4 (1,000-2,499 seats).	Annual AppGuard Enterprise Agent License Fee - Tier 4 (1,000-2,499 seats). Includes AppGuard Agent policy software license for use with Windows XP through Windows 10, and reports for AppGuard Agent. Per license, per year price.	2000	22.50	\$ 45,000.00
AGMC-MAINTENANCE	AppGuard Management Console Maintenance Fee	AppGuard Management Console Maintenance Fee. Includes initial product training, standard documentation, ongoing policy support, and software upgrades as they become available.	1	3,000.00	\$ 3,000.00
<b>SUBTOTAL ANNUAL RECURRING</b>					<b>\$ 48,000.00</b>
AGMC-LIC	AppGuard Management Console License.	AppGuard Management Console License. Includes management console software license in perpetuity. One time license price.	1	7,000.00	\$ 7,000.00
AG-SETUP	AppGuard Enterprise System Setup Fee.	AppGuard Enterprise System Setup Fee. Includes AppGuard Enterprise infrastructure, Agent initial policy and install, customized for the enterprise.	1	999.00	\$ 999.00
<b>SUBTOTAL ONE TIME FEES</b>					<b>\$ 7,999.00</b>
					<b>YEAR ONE TOTAL \$ 55,999.00</b>
					<b>YEAR TWO TOTAL \$ 48,000.00</b>
					<b>YEAR THREE TOTAL \$ 48,000.00</b>
					<b>YEAR FOUR TOTAL \$ 48,000.00</b>

The following documents listed below are hereby incorporated in and made part of this Quote:

1. AppGuard Enterprise EULA

If services are provided by AppGuard, Inc. in any of the above SKUs, the following documents shall also be incorporated in and made part of this Quote:

2. AppGuard Licensed Managed Services Agreement v1.3
3. AGInc - ServiceDescriptions&SLA v2.1

### NOTES:

**Spruce Technology, Inc. and its product sold by AppGuard meet all specifications provided in the solicitation with the following exception: Specification 4.1.2.6: Based on the AppGuard solution, we do not collect any data and therefore there is no need for encryption**

**Spruce Technology, Inc. and its partner AppGuard meet all Qualifications required in the RFQ Specifications. Implementation examples and quotes and plans for support and project management can be provided upon request.**