



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. 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 with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

[List View](#)

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: 000000198570

SO Doc ID: ISC2000000010

Legal Name: DLT SOLUTIONS LLC

Published Date: 12/9/19

Alias/DBA:

Close Date: 12/16/19

Total Bid: \$163,060.00

Close Time: 13:30

Response Date: 12/16/2019

Status: Closed

Response Time: 12:28

Solicitation Description: Addendum 2-EndPoint Detection and Response Softw are - OT1912

Total of Header Attachments: 5

Total of All Attachments: 5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	CNTRCT ITEM: Containment Remediation Reporting & Monitoring	2000.00000	EA	\$19.390000	\$38,780.00

Comm Code	Manufacturer	Specification	Model #
43233204			

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.
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Comments: See attached quotation for Falcon Endpoint 4816214. There are 2 options that include Overwatch,as well.

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	\$20.020000	\$40,040.00

Comm Code	Manufacturer	Specification	Model #
43233204			

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.
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Comments: See attached quotation for Falcon Endpoint 4816214. There are 2 options that include Overwatch,as well.

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	\$20.700000	\$41,400.00

Comm Code	Manufacturer	Specification	Model #
43233204			

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.
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Comments: See attached quotation for Falcon Endpoint 4816214. There are 2 options that include Overwatch,as well.

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	\$21.420000	\$42,840.00

Comm Code	Manufacturer	Specification	Model #
43233204			

Extended Description :	<p>4.1.1 Contract Item: Containment, Remediation, Reporting & 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: See attached quotation for Falcon Endpoint 4816214. There are 2 options that include Overwatch,as well.



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:

*DLT Solutions Inc
 2411 Dulles Corner Park Ste 800
 Herndon, VA 20171*

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

DATE

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	<i>See Attached Quotations</i>	

Comm Code	Manufacturer	Specification	Model #
43233204			

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	<i>See Attached Quotations</i>	

Comm Code	Manufacturer	Specification	Model #
43233204			

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.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Opt Renew Y3 - Cntrct Item: Contain Remediate Report Monitor	2000.00000	EA	<i>See Attached Quotations</i>	

Comm Code	Manufacturer	Specification	Model #
43233204			

Extended Description :

4.1.1 Contract Item: Containment, Remediation, Reporting & Monitoring

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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	<i>See Attached Quotations</i>	

Comm Code	Manufacturer	Specification	Model #
43233204			

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.

SCHEDULE OF EVENTS

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 11/14/2019

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 2, 2019 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.S.Chambers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Jessica Chambers

SOLICITATION NO.: CRFQ ISC20

BID OPENING DATE: 12/9/2019

BID OPENING TIME: 1:30 PM (EST)

FAX NUMBER: (304)558-3970

Revised 11/14/2019

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 9, 2019 at 1:30 PM (EST)

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on Upon Award and extends for a period of one year(s).

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 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 a 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 below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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.

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 and must include the State as an additional insured on each policy 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 1 million per occurrence.

Automobile Liability Insurance in at least an amount of: 1 million 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.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. [Reserved]

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

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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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 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.

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 with regard to 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.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 11/14/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

43. 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.

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

45. 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.

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.

Daniel Finn, Senior Manager

(Name, Title)

DLT Solutions Inc

(Printed Name and Title)

2411 Dulles Corner Park Ste 800

(Address)

(Phone Number) / (Fax Number)

703-839-2718

Daniel.Finn@DLT.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.

DLT Solutions

(Company)

 (Chris Wilkinson, SUP SALES)

(Authorized Signature) (Representative Name, Title)

Chris Wilkinson, SUP SALES

(Printed Name and Title of Authorized Representative)

12/16/2019

(Date)

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
End Point Detection and Response Software

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** 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.

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 **“Business Hours”** means Monday - Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:
 - New Year’s Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - President’s Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - West Virginia Day (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving (Fourth Thursday in November)
 - Day After Thanksgiving (Fourth Friday in November)
 - Christmas Day (December 25)

 - 2.2 **“Contract Services”** means an End Point Detection and Response Service to support endpoints across the state of WV, as more fully described in these specifications.

 - 2.3 **“EDR”** means End Point Detection and Response.

 - 2.4 **“Endpoints”** means an Internet-capable computer hardware device on a TCP/IP network, including desktop computers, laptops, tablets, thin clients, and servers

 - 2.5 **“Pricing Page”** means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

 - 2.6 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

REQUEST FOR QUOTATION
End Point Detection and Response Software

- 3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1** The Vendor must be a United States based company. Vendor must provide documentation stating they are based in the United States upon request.
 - 3.2** The Vendor must have the ability to provide at a minimum 3-tiered levels of support. Documentation detailing the Vendor's tiered level support must be available upon request. The levels of support must consist of following:
 - 3.2.1** A Customer Service Tier; Initial contact that will provide tier one support to include basic troubleshooting.
 - 3.2.2** An Engineering Tier; If tier one troubleshooting is unable to resolve the issue at hand, then it needs to be able to be escalated to an engineer level support.
 - 3.2.3** An Onsite Support Tier; To include any and all subject matter experts applicable to the problem that cannot be fixed remotely.
 - 3.3** The Vendor must provide upon request, examples of at least five (5) successful implementations of their EDR service over last three (3) years.
 - 3.4** The vendor must provide upon request a dedicated Project Manager and Project Management services during the implementation of the proposed service, including a project plan.
 - 3.4.1** The project plan must include but is not limited to the Work Breakdown Structure, a change management plan, a communication plan, and weekly status report.
 - 3.5** The Vendor must not be under a Department of Homeland Security's Binding Operational Directive. A Vendor's bid will be disqualified if they are listed on the following website: (<https://cyber.dhs.gov/directives/>).

4. MANDATORY 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 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.

REQUEST FOR QUOTATION
End Point Detection and Response Software

- 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.

- 4.1.1.3** The Vendor must provide a software and/or service that shall feature the following:
 - 4.1.1.3.1** Automatically restrict potentially malicious activity to within an isolation container.

 - 4.1.1.3.2** Automatically isolate applications interacting with untrusted content from more trusted portions of the device outside the container.

 - 4.1.1.3.3** Automatically detect and isolate potentially malicious code behavior.

 - 4.1.1.3.4** Continuously detect, and isolate threats based on machine learning, behavioral analytics, and custom detection rules.

 - 4.1.1.3.5** Automatically capture necessary event details on all malicious activity, including but not limited to ports and protocols in use, running executables and services, and browser plugins occurring within the isolation container to support retrospective post-event analysis, threat analysis, and situational awareness.

 - 4.1.1.3.6** Be configurable to control the ability of applications running within the isolation container to access only specified system resources.

 - 4.1.1.3.7** Provide the ability to restrict execution of high-risk applications and computer processing activities to an isolated environment.

 - 4.1.1.3.8** Automatically eliminate and report all isolation container artifacts of compromise and intrusion remnants.

REQUEST FOR QUOTATION
End Point Detection and Response Software

- 4.1.1.3.9** Provide continual verification of the integrity of the isolation container to ensure there is no unauthorized/malicious access or persistent modification.
- 4.1.1.3.10** Automatically report potentially malicious events detected within the isolation container and provide actionable information.
- 4.1.1.3.11** Be capable of containing operating system kernel-level vulnerability exploitation.
- 4.1.1.3.12** Provide options for configurable automated or manual remediation actions in response to detected potentially malicious events.
- 4.1.1.3.13** The Vendor must provide a software or service that shall interoperate with event monitoring and correlation systems to facilitate aggregated situational awareness.
- 4.1.1.3.14** The software shall support open standards for automated threat information sharing.
- 4.1.1.3.15** The software shall provide integrated and customizable search with, at minimum, the ability to search data from all systems for information relevant to an incident investigation or risk analysis.
- 4.1.1.3.16** The software shall have the ability to execute manual and scheduled scans of specified systems for indicators derived from threat intelligence or other sources.
- 4.1.1.3.17** The software shall provide integrated analytics (including visualization) and support the creation of custom analytics, in order to identify anomalous endpoint behaviors, support incident investigation, and perform event analysis.

REQUEST FOR QUOTATION
End Point Detection and Response Software

- 4.1.1.3.18** The software shall allow administrative functions to be delegated to users based on roles/permissions and or groupings of endpoints they are responsible for managing.
- 4.1.1.3.19** The software shall support delegation (i.e., user-specified) of who can access/view collected endpoint data.
- 4.1.1.3.20** The software shall have the capability to be tuned/configured to reduce alerts resulting from false positives.
- 4.1.1.3.21** The software shall provide configurable alerting based upon administrator defined criteria.
- 4.1.1.3.22** The software shall send alerts at administrator-definable intervals.
- 4.1.1.3.23** The software shall provide the ability to automatically discover and alert on previously unknown external and/or internal hardware/peripheral devices (such as storage) connected to endpoints for the purpose of retrospective/post-event analysis.
- 4.1.1.3.24** The software shall generate reports based on pre-saved user-defined formats and datasets to facilitate rapid analysis, decision making, and follow-up actions following events.
- 4.1.1.3.25** The software shall provide time stamping of all collected data and events based on a single time standard (e.g., coordinated universal time).
- 4.1.1.3.26** The software shall have the ability to pull locally stored data from specified endpoints in near real time to support high priority hunt and forensic operations.

REQUEST FOR QUOTATION
End Point Detection and Response Software

4.1.1.3.27 The software shall provide automated analysis and visualization of an attack; including production of an event timeline and initial assessment of severity/impact.

4.1.2 Technical Details

4.1.2.1 The Vendor must provide the minimum supported platforms including: Windows operating system, Linux operating system, and all virtual environments including but not limited to VMWare, Azure, and Hyper-V.

4.1.2.2 The software shall not impair authorized system operations nor shall it degrade managed system performance in any way, which may adversely impact a system's primary business/mission functions. The following authorize system operations include but not limited to:

4.1.2.2.1 Patching, Scanning, Business software usage,

4.1.2.2.2 The following Information Assurance Tools/Initiatives include but not limited to:

4.1.2.2.2.1 Secure host baseline, and assured compliance assessment software.

4.1.2.3 The software shall allow for patching and update of containerized applications through a means of automated verification (e.g., integration with automated patch management infrastructure/processes).

4.1.2.4 All software components shall have the ability to be automatically deployed and configured based on predefined configurations.

4.1.2.5 The software shall securely store and transmit data in a manner that ensures the confidentiality, integrity, availability, and source authenticity of the data.

4.1.2.6 The software shall encrypt all data in transit or data at rest with Federal Information Processing Standards (FIPS) 140-2 compliant cryptographic modules.

4.1.3 Optional Renewals

REQUEST FOR QUOTATION
End Point Detection and Response Software

4.1.3.1 Vendor should include, as part of its bid, pricing for optional renewal years 2, 3, and 4. These optional renewal years will be agreed upon by both parties and initiated by the Agency via Change Order. The contract will be awarded on the initial year's cost only.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Contract will be evaluated on all lines but only awarded on first year.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before contract is issued.

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. This information will be required before contract is issued.

5.2 Pricing Page: Vendor should complete the wvOASIS Pricing Page, by inserting the unit cost of the contract item listed. See pricing page example. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Pricing Page Example

Estimated Quantity x Unit Cost = Extended Cost

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. 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.

The Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Jessica.S.Chambers@wv.gov.

REQUEST FOR QUOTATION
End Point Detection and Response Software

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay flat fee for the unit cost, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.
10. **VENDOR DEFAULT:**
 - 10.1 The following shall be considered a vendor default under this Contract.
 - 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2 Failure to comply with other specifications and requirements contained herein.
 - 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4 Failure to remedy deficient performance upon request.
 - 10.2 The following remedies shall be available to Agency upon default.

REQUEST FOR QUOTATION
End Point Detection and Response Software

- 10.2.1 Immediate cancellation of the Contract.
- 10.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 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:	Daniel Finn
Telephone Number:	703-839-2718
Fax Number:	866-419-7926
Email Address:	Daniel.Finn@DLT.COM



A TECH DATA COMPANY

Price Quotation

Quote: 4816214
Reference: 1493460
Date: 12/16/2019
Expires: 01/15/2020

To: James Richards
West Virginia State of
1900 Kanawhavldeast
Charleston, WV 25305

From: Matthew Leibrock
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone:
Fax:
Email: james.a.richards@wv.gov

Phone: (571) 346-1887
Fax: (866) 419-7926
Email: matthew.leibrock@dlt.com

#	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	RR.PSO.ENT.NCAP	OM	5	\$0.00	\$0.00
	University LMS Subscription New Customer Access Pass 12 Month Term.				
2	CS.FCSD.SOLN.T8	OM	2000	\$62.53	\$125,060.00
	Falcon Complete w/Threat Graph Standard. 300+ 12 Month Term. Includes: Insight, Prevent, Discover, Falcon Complete Subscription, Overwatch, Threat Graph Standard.				

Subtotal **\$125,060.00**

Option Year 1					
1	RR.PSO.ENT.NCAP	OM	5	\$0.00	\$0.00
	University LMS Subscription New Customer Access Pass 12 Month Term.				
2	CS.FCSD.SOLN.T8	OM	2000	\$64.57	\$129,140.00
	Falcon Complete w/Threat Graph Standard. 300+ 12 Month Term. Includes: Insight, Prevent, Discover, Falcon Complete Subscription, Overwatch, Threat Graph Standard.				

Subtotal for Option Year 1 **\$129,140.00**

Option Year 2					
1	RR.PSO.ENT.NCAP	OM	5	\$0.00	\$0.00
	University LMS Subscription New Customer Access Pass 12 Month Term.				
2	CS.FCSD.SOLN.T8	OM	2000	\$66.74	\$133,480.00
	Falcon Complete w/Threat Graph Standard. 300+ 12 Month Term. Includes: Insight, Prevent, Discover, Falcon Complete Subscription, Overwatch, Threat Graph Standard.				

Subtotal for Option Year 2 **\$133,480.00**

Option Year 3					
1	RR.PSO.ENT.NCAP	OM	5	\$0.00	\$0.00
	University LMS Subscription New Customer Access Pass 12 Month Term.				



A TECH DATA COMPANY

Price Quotation

Quote: 4816214
Reference: 1493460
Date: 12/16/2019
Expires: 01/15/2020

#	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
2	CS.FCSD.SOLN.T8	OM	2000	\$69.07	\$138,140.00
Falcon Complete w/Threat Graph Standard. 300+ 12 Month Term. Includes: Insight, Prevent, Discover, Falcon Complete Subscription, Overwatch, Threat Graph Standard.					

Subtotal for Option Year 3 **\$138,140.00**

Total **\$525,820.00**

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
DLT's standard Terms & Conditions apply

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS AT <http://www.dlt.com/products/client-commercial-licenses> THAT APPLY TO THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTATION. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

PLEASE REMIT PAYMENT TO:	ACH: DLT Solutions, LLC	-OR-	Mail: DLT Solutions, LLC
	Bank of America ABA # 111000012 Acct # 4451063799		P.O. Box 743359 Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.

- Documentation to be submitted to validate Invoice for payment:
- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
 - Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
 - Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.



A TECH DATA COMPANY

Price Quotation

Quote: 4816214
Reference: 1493456
Date: 12/16/2019
Expires: 01/15/2020

To: James Richards
West Virginia State of
1900 Kanawhavldeast
Charleston, WV 25305

From: Matthew Leibrock
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone:
Fax:
Email: james.a.richards@wv.gov

Phone: (571) 346-1887
Fax: (866) 419-7926
Email: matthew.leibrock@dl.com

#	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	CS.EPPENT.SOLN.T8 Falcon Endpoint Protection Enterprise Tier 8 12 Month Term. Incudes: Prevent, Insight.	OM	2000	\$8.48	\$16,960.00
2	CS.TG.STD Threat Graph Standard 12 Month Term.	OM	2000	\$6.36	\$12,720.00
3	RR.HOS.ENT.EXPS Express Support Program (12% of annual application total, no minimum \$10K Max) 12 Month Term.	OM	1	\$3,947.28	\$3,947.28
4	CS.OW.SVC.T8 Falcon Overwatch Service - Band 8 12 Month Term.	OM	2000	\$2.58	\$5,160.00

Subtotal

\$38,787.28

Option Year 1					
1	CS.EPPENT.SOLN.T8 Falcon Endpoint Protection Enterprise Tier 8 12 Month Term. Incudes: Prevent, Insight.	OM	2000	\$8.82	\$17,640.00
2	CS.TG.STD Threat Graph Standard 12 Month Term.	OM	2000	\$6.57	\$13,140.00
3	RR.HOS.ENT.EXPS Express Support Program (12% of annual application total, no minimum \$10K Max) 12 Month Term.	OM	1	\$3,947.28	\$3,947.28
4	CS.OW.SVC.T8 Falcon Overwatch Service - Band 8 12 Month Term.	OM	2000	\$2.66	\$5,320.00

Subtotal for Option Year 1

\$40,047.28

Option Year 2					
1	CS.EPPENT.SOLN.T8 Falcon Endpoint Protection Enterprise Tier 8 12 Month Term. Incudes: Prevent, Insight.	OM	2000	\$9.36	\$18,720.00



A TECH DATA COMPANY

Price Quotation

Quote: 4816214
Reference: 1493456
Date: 12/16/2019
Expires: 01/15/2020

#	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
2	CS.TG.STD Threat Graph Standard 12 Month Term.	OM	2000	\$6.71	\$13,420.00
3	RR.HOS.ENT.EXPS Express Support Program (12% of annual application total, no minimum \$10K Max) 12 Month Term.	OM	1	\$3,947.28	\$3,947.28
4	CS.OW.SVC.T8 Falcon Overwatch Service - Band 8 12 Month Term.	OM	2000	\$2.66	\$5,320.00

Subtotal for Option Year 2

\$41,407.28

Option Year 3					
1	CS.EPPENT.SOLN.T8 Falcon Endpoint Protection Enterprise Tier 8 12 Month Term. Includes: Prevent, Insight.	OM	2000	\$10.04	\$20,080.00
2	CS.TG.STD Threat Graph Standard 12 Month Term.	OM	2000	\$6.72	\$13,440.00
3	RR.HOS.ENT.EXPS Express Support Program (12% of annual application total, no minimum \$10K Max) 12 Month Term.	OM	1	\$3,947.28	\$3,947.28
4	CS.OW.SVC.T8 Falcon Overwatch Service - Band 8 12 Month Term.	OM	2000	\$2.69	\$5,380.00

Subtotal for Option Year 3

\$42,847.28

Total

\$163,089.12



A TECH DATA COMPANY

Price Quotation

Quote: 4816214
Reference: 1493456
Date: 12/16/2019
Expires: 01/15/2020

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
DLT's standard Terms & Conditions apply

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS AT <http://www.dlt.com/products/client-commercial-licenses> THAT APPLY TO THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTATION. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.



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: Addendum 1-EndPoint Detection and Response Software - OT1912

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-06	2019-12-16 13:30:00	CRFQ 0210 ISC2000000010	2

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:

*DLT Solutions Inc
 2411 Dolles Corner Park Ste 800
 Herndon, VA 20171*

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

DATE

12/16/2019

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 is being issued to extend the bid opening date one week to give the agency enough time to address all technical questions received.

New date and time is: 12/16/2019 at 1:30 PM (EST).

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		<i>See Attached Quotations</i>

Comm Code	Manufacturer	Specification	Model #
43233204			

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		<i>See Attached Quotations</i>

Comm Code	Manufacturer	Specification	Model #
43233204			

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	<i>See Attached</i>	<i>Quotations</i>

Comm Code	Manufacturer	Specification	Model #
43233204			

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	<i>See Attached</i>	<i>Quotations</i>

Comm Code	Manufacturer	Specification	Model #
43233204			

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.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Question Deadline 9:00 AM	2019-12-02

SOLICITATION NUMBER: CRFQ ISC200000010

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend the bid opening date one week to give the agency enough time to address all technical questions received. New date and time is: 12/16/2019 at 1:30 PM(EST).

No additional changes.

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.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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 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 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.

Company

Authorized Signature

Date

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

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: DET SOLUTIONS, LLC

Authorized Signature: *Kathryn Nara* Date: 12.13.19

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 13 day of December, 2019.

My Commission expires 8/31/2022, 20 .

AFFIX SEAL HERE

KATHRYN CHRISTINE NARA
NOTARY PUBLIC
REGISTRATION # 7532199
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
8-31-2022

NOTARY PUBLIC *Kathryn Nara*

CROWDSTRIKE SUPPORT OFFERINGS

Standard | Express | Essential | Elite

CrowdStrike offers support services to assist with deployment and ongoing use of our products to ensure your success in “stopping the breach.” The CrowdStrike Support organization is dedicated to resolving any issues quickly and effectively. CrowdStrike provides multiple levels of support so customers can choose the level that best fits their business requirements and ensures that you receive the most from your investment in CrowdStrike. CrowdStrike provides four levels of support:

Standard Support is bundled free with Falcon Host, and provides basic support services such as email communications to the CrowdStrike Support team, access to the support portal and basic troubleshooting and technical assistance.

Express Support is created for customers in mission critical environments with less than 2,500 endpoints who require that deployment and operational issues are resolved as quickly as possible.

Essential support provides everything included in Standard support, plus:

- Extended coverage and expediated response times
- Prioritized case handling
- More communications options
- Quartly health checks and reports
- Knowledge transfer opportunities
- Direct access to CrowdStrike’s team of Technical Account Managers

Essential Support is designed to provide peace of mind for larger environments (2,500+ endpoints). From planning to deployment, to ongoing operations, our team of support professionals understand the importance of your mission and are committed to working with you to avoid problems and resolve issues as fast as possible.

This program is for Security and IT Operations organizations that are using CrowdStrike for EPP and NGAV. Companies that value proactive services to avoid issues and fast and predictable access to support will benefit from this service.

Essential support provides everything included in Express support, plus:

- Hands-on assistance with deployment
- Invitations to Beta Programs
- Periodic proactive calls and customized reports covering overall health of your implementation, new best practices, feature requests, whitelist tuning, case status, product training, etc.

Elite Support is the highest level of support provided by CrowdStrike. A dedicated technical account manager works closely with you as your trusted advisor.

This program is for Security and IT Operations organizations that are using CrowdStrike for EPP and NGAV and want to supplement their staff with expert technical help, and highly predictable response times.

Elite support builds on CrowdStrike Essential Support and adds a named TAM, and custom reports.

COMPARISON CHART	STANDARD	EXPRESS	ESSENTIAL	ELITE
Communication channels				
Standard Portal	√	√	√	√
Email	√	√	√	√
Enhanced Portal			√	√
Phone	P1 or P2 issues only			
Number of dedicated contacts	N/A	6	6	6
Standard Coverage				
Standard Response time	Next business day	4 business hours	4 business hours	4 business hours
Standard coverage time	M-F 9am-6pm local time	M-F 8am-6pm local time	M-F 8am-6pm local time	M-F 8am-6pm local time
Critical Issues Coverage				
Critical Issues Response Time	1 hour	1 hour	1 hour	1 hour
Critical Issues Coverage Time	24x7	24/7	24/7	24/7
Dedicated phone number		√	√	√
Dedicated email hotline		√	√	√
Dedicated portal		√	√	√
Case management				
Case handling	Standard	Prioritized	Prioritized	Prioritized
Escalation path/Case oversight		√	√	√
On-going resolution		√	√	√
Proactive support		√	√	√
Defect handling	√	√	√	√
Expedited defect handling		√	√	√
Feature request	√	√	√	√
Prioritized feature requests		√	√	√
Other				
Quick-start Session		√	√	√
Roadmap participation			√	√
Hands-on deployment assistance			√	√
Technical Account Managers		√	√	√
Account history		√	√	√
Quarterly check-in calls		√	√	√
Health Checks		√	√	Customized
Quarterly reports		√	√	√
Proactive Invitations to Beta Programs			√	√
Named TAM				√
Custom quarterly reports				√
Onsite visits (T&E required)				√



Descriptions

SUPPORT CARE

Response Time

Standard: The support engineer responds to technical issues within 1 business day of call or 1 business hour for critical issues.

Express, Essential: The Technical Account Manager (TAM) team responds to technical issues within 4 business hours of call or 1 business hour for critical issues.

Elite: The TAM team responds to technical issues within 4 business hours of call or 1 business hour for critical issues.

24X7 Critical Issue Support

Standard: For critical technical issues (P1 – Network down), the support team is available around the clock.

Express, Essential and Elite: For critical technical issues, the team will be available around the clock, escalating issues as appropriate for the quickest possible resolution. You will be given a dedicated number, dedicated email hotline and dedicated support portal for these cases.

Prioritized Case Handling

Express, Essential and Elite support cases take precedence over Standard cases at the same priority level.

Proactive Support

Essential and Elite: During periodic calls scheduled at your convenience, a member of the TAM team will provide Q&A or just-in-time training on topics of your choice, updates on the latest product features, and general platform health checks.

PRODUCT CARE

Defect Handling

Standard: When determined the issue could be caused by a defect in the product, a case will be opened on the customer's behalf and managed to resolution.

Express, Essential and Elite: When determined the issue could be caused by a defect in the product, customer's ticket will take precedence over others within the same priority level.

Feature Requests

Feature request to support will be queued up by Support with our product management team feature process.

ACCOUNT CARE

Technical Account Manager Team

Express, Essential and Elite: Direct access to the TAM team who will be your first line of support and liaison to Support and Product Management.

Account History/Documentation

The TAM team will keep your Account records – including Contacts, Environment, Activity, etc. up-to-date to ensure that all your interactions are as efficient and effective as possible.

Quarterly Check-in Calls

The TAM team will schedule quarterly check-in calls at your convenience to:

- Review issues, projects, and goals
- Address any new questions or concerns
- Discuss Best Practices
- Provide updates on new Features
- Provide Just-In-Time training on any topics of your choice
- Health Check

Health Check

The TAM team reviews notifications, usage data, endpoint data, etc. to ensure that the platform is being used as efficiently and effectively as possible. If necessary, we will recommend configuration changes or upgrades to optimize your deployment.

Quarterly Service Reports

You receive a formal report summarizing the action items, recommendations, and other outcomes of each of the quarterly calls.

LET'S DISCUSS YOUR NEEDS

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CROWDSTRIKE

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FALCON COMPLETE A REVOLUTIONARY APPROACH TO ENDPOINT SECURITY

Complete endpoint security and unrivaled simplicity — guaranteed

FALCON COMPLETE

TURNKEY ENDPOINT SECURITY THAT INCLUDES THE ONLY BREACH PREVENTION WARRANTY OF ITS KIND

A truly effective endpoint security solution requires a holistic approach. However, many organizations struggle to implement a comprehensive program because the time, cost and expertise needed are too high. Falcon Complete™ solves this problem by adding a team of security experts to handle every aspect of CrowdStrike® endpoint security technology for you. This powerful combination of people, processes and technology brings you to the highest level of endpoint security maturity without the burden of building it yourself. Falcon Complete includes:

FALCON COMPLETE SOLUTIONS

- **Falcon Prevent™** — next-gen antivirus with machine learning, exploit blocking, indicator of attack (IOA) behavioral analysis and more
- **Falcon Insight™** — endpoint detection and response (EDR)
- **Falcon Discover™** — IT hygiene and asset inventory
- **Falcon OverWatch™** — 24/7 managed threat hunting with managed detection and response (MDR)

FALCON COMPLETE TEAM

- On-boarding
- Proactive configuration management
- Prevention health checks
- Maintenance and operations
- Access to CrowdStrike security analysts
- Incident handling playbook
- Incident triage and handling
- Hands-on remote remediation

Taking endpoint security to the next level — the best protection, 100 percent managed and 100 percent worry-free

Falcon Complete provides the products and a seasoned team of experts to perform the tasks needed to handle all aspects of endpoint security, freeing you and your teams to focus on other important aspects of your business. In addition, Falcon Complete is covered by a breach prevention warranty for the duration of the product subscription. The warranty provides up to \$1 million of coverage to address any breach that occurs within the protected environment.

Includes a breach prevention warranty of up to \$1 million

KEY BENEFITS

Includes an exclusive breach prevention warranty for ultimate peace of mind

Eliminates endpoint security burdens, providing effortless implementation, operations and incident remediation

Enhances and optimizes endpoint security

Offers the simplest and most effective endpoint security solution, accessible to all

Delivers immediate response and remediation anywhere

Protects above and beyond traditional antivirus and other next-gen products

FALCON COMPLETE

KEY PRODUCT CAPABILITIES

Falcon Complete provides all the technologies and services required to instantly implement and continuously run a mature endpoint security program. It delivers the following benefits:

UNMATCHED NEXT-GEN BENEFITS

- **Guarantees protection:** Falcon Complete comes with a breach protection warranty that covers the costs you would incur in responding to a breach, including legal services, client notification, identity theft and credit monitoring, forensics investigation and public relations.
- **Protects against all types of attacks:** Falcon Complete protects your organization against commodity and zero-day malware, ransomware, exploits and advanced malware-free, fileless attacks — keeping you ahead of the rapidly changing tactics, techniques and procedures (TTPs) used by today's adversaries.
- **Combines the best prevention technologies:** For ultimate protection, Falcon Complete combines technologies such as machine learning for malware protection, indicator of attack (IOA) behavioral blocking and exploit blocking.
- **Single, lightweight agent:** Falcon Complete uniquely integrates powerful best-in-class prevention, detection and response, together with IT hygiene capabilities to provide continuous breach prevention in a single agent.

A FORCE MULTIPLIER: ALL THE HANDS-ON HELP AND EXPERTISE YOU NEED, WHEN YOU NEED IT

- **Getting you up and running and fully operational:** The CrowdStrike Falcon Complete Team works with your organization to get you started and assists your team throughout the deployment process. During this interactive phase, CrowdStrike helps you understand the prevention capabilities of the Falcon platform and tailors these security postures to best fit your business and security needs.

- **Freeing your IT and security teams from daily, time-consuming endpoint security tasks:** After initial implementation, the Falcon Complete Team administers the updates and maintenance of your solution, updating, monitoring and tuning Falcon to continually enhance your security posture. The Team also reviews, triages, prioritizes and resolves alerts generated by the Falcon platform and Falcon OverWatch. The Team identifies whether an alert is a false positive or a true incident and responds accordingly.
- **Reducing risk with immediate remote remediation of incidents:** When the Falcon Complete Team detects an incident, it can remotely remediate it. By ensuring that all incidents are handled immediately, Falcon Complete dramatically reduces the risks of a serious breach. In addition, the Team assists with guidance and expertise to help your teams with any security concerns they might have.

IMMEDIATE TIME-TO-VALUE

- **Easy deployment:** As part of the CrowdStrike platform, Falcon Complete requires only the installation of a small 25 MB agent, without requiring management infrastructure or management consoles, making deployment easy and efficient.
- **Immediately operational:** Falcon Complete can be deployed instantly for unrivaled time-to-value. As soon as it's installed, it hits the ground running, allowing the Falcon Complete Team to monitor and protect your organization without requiring additional components, reboots, query writing, staging or complex configuration.
- **Zero impact on performance:** Thanks to its cloud-native architecture, Falcon Complete causes no additional impact on endpoints or the network.

ENDPOINT SECURITY AT ITS BEST

Falcon Complete revolutionizes endpoint security by providing all of the components required for a mature endpoint security posture, from the initial setup and day-to-day operations to the prevention and detection of threats, all the way to full incident handling, including immediate remote remediation and recovery.

FALCON COMPLETE: A UNIQUE SOLUTION

CrowdStrike Falcon Complete is the only endpoint security solution with built-in proactive threat hunting and remote remediation, backed by a team of security experts that serves as your force multiplier, 24/7.

ABOUT CROWDSTRIKE

CrowdStrike® is a leader in cloud-delivered endpoint protection. The CrowdStrike Falcon® platform offers instant visibility and protection across the enterprise and prevents attacks on endpoints on or off the network. Falcon seamlessly unifies next-generation AV with best-in-class endpoint detection and response, backed by 24/7 managed hunting.



CROWDSTRIKE FALCON INSIGHT™ ENDPOINT DETECTION AND RESPONSE

STREAMING THE THREAT DETECTION AND RESPONSE LIFECYCLE WITH SPEED,
AUTOMATION AND UNRIVALED VISIBILITY



FALCON INSIGHT — EDR MADE EASY

Traditional endpoint security tools have blind spots, making them unable to see and stop advanced threats. Falcon Insight solves this by delivering complete endpoint visibility across your organization. Insight continuously monitors all endpoint activity and analyzes the data in real time to automatically identify threat activity, enabling it to both detect and prevent advanced threats as they happen. All endpoint activity is also streamed to the CrowdStrike Falcon® platform so that security teams can rapidly investigate incidents, respond to alerts and proactively hunt for new threats.

FALCON INSIGHT IS THE INDUSTRY LEADER IN EDR

"Best Behavior Analytics/Enterprise Threat Detection"

Security Magazine Award 2017

"Perfect Detection Score" (5/5) and "Perfect Cost Score"

(value for the money) in 2017 Forrester Endpoint Security Wave

Scored "Strong" (highest rating possible) in all use cases evaluated in Gartner's 2017 Comparison of Endpoint Detection and Response Technologies and Solutions report

KEY PRODUCT CAPABILITIES

SIMPLIFY DETECTION AND RESOLUTION

- **Automatically detect attacker activities** — Insight uses IOAs (indicators of attack) to automatically identify attacker behavior and sends prioritized alerts to the Falcon UI, eliminating time-consuming research and manual searches.

KEY BENEFITS

- » Detect advanced threats automatically
- » Speed investigations with real-time forensics
- » Remediate with confidence
- » Conduct five-second enterprise searches
- » Enable Falcon OverWatch™ threat hunting service





- **Unravel entire attacks on just one screen** – An easy-to-read process tree provides full attack details in context for faster and easier investigations.
- **Accelerate investigation workflow** – The intuitive UI allows you to pivot and run searches across your entire organization in seconds.
- **Gain context and intelligence** – Integrated threat intelligence delivers the complete context of an attack, including attribution.
- **Contain suspect systems in just one click** – It instantly puts an end to adversary activity by containing compromised systems.

GAIN FULL-SPECTRUM VISIBILITY IN REAL TIME

- **Observe every move in real time** – Immediate visibility allows you to view the activities as if you were "shoulder surfing" the adversary.
- **Capture critical details for forensic investigations** – Falcon Insight kernel-mode driver captures over 200 events and related information necessary to retrace incidents.
- **Get answers in seconds** – The CrowdStrike Threat Graph™ database stores event data and answers queries in five seconds or less, even across billions of events.
- **Recall for up to 90 days** – Falcon Insight provides a complete record of endpoint activity over time, whether your environment consists of fewer than 100 endpoints or more than 500,000.

IMMEDIATE TIME-TO-VALUE

- **Save time, effort and money** – Cloud-enabled Falcon Insight is delivered by the CrowdStrike Falcon™ platform and does not require any on-premises management infrastructure.
- **Deploy in minutes** - CrowdStrike customers can deploy the cloud-delivered Falcon agent to up to 70,000 endpoints in less than a single day.
- **Immediately operational** – With unmatched detection and visibility from Day One, Falcon Insight hits the ground running, monitoring and recording on installation without requiring reboots, fine-tuning, baselining or complex configuration.
- **Zero impact on the endpoint** – With a lightweight agent that requires only a 20MB footprint on the endpoint, searches take place in the Falcon Threat Graph™ database without any performance impact on endpoints or the network.



THE POWER TO PREVENT SILENT FAILURE AND STOP BREACHES

Prevention technologies are not perfect. If attackers manage to bypass your organization's defenses, they can go unnoticed for weeks or months because security teams lack the visibility and detection tools to identify post-breach activity. This period of "silent failure" spells success for the attacker and potential disaster for the organization. Falcon Insight quickly detects, identifies and allows you to respond to incidents that are invisible to existing defenses.



CrowdStrike is the leader in cloud-delivered next-generation endpoint protection. CrowdStrike has revolutionized endpoint protection by being the first and only company to unify next-generation antivirus, endpoint detection and response (EDR), and a 24/7 managed hunting service – all delivered via a single lightweight agent.

Learn more at crowdstrike.com



CROWDSTRIKE FALCON PREVENT™ NEXT-GENERATION ANTIVIRUS

GET BETTER PROTECTION AND BETTER PERFORMANCE IMMEDIATELY BY REPLACING YOUR CURRENT AV SOLUTION WITH CROWDSTRIKE FALCON PREVENT



FALCON PREVENT: INDUSTRY-RECOGNIZED LEGACY AV REPLACEMENT

For organizations struggling with the ineffectiveness and complexity of legacy antivirus solutions, Falcon Prevent is here to help. As the most complete AV replacement solution in the industry, Falcon Prevent delivers superior protection with a single lightweight agent that operates without the need for constant signature updates, on-premises management infrastructure, or complex integrations. Even the largest organizations can be up and running with Falcon Prevent in minutes.

Certified to replace legacy antivirus products — Independent testing at AV-Comparatives and SE Labs has certified Falcon Prevent's antivirus capabilities. Falcon Prevent has also been validated for PCI, HIPAA, NIST and FFIEC regulatory requirements.

Named a visionary in Gartner's Magic Quadrant for Endpoint Protection Platforms — Visionary positioning was based on innovative protection capabilities and the simplified deployment model.

KEY PRODUCT CAPABILITIES

ENSURE YOUR ORGANIZATION IS FULLY PROTECTED AGAINST THE RISING TIDE OF CYBER THREATS

- **Covers protection gaps left by legacy AV** — More than just an AV replacement, Falcon Prevent is designed to replace legacy AV solutions and deliver new protection capabilities to your endpoints. Falcon Prevent adds machine learning and behavioral analytics to stop fileless malware, in-memory attacks and other advanced techniques that are typically missed by standard AV products.

KEY BENEFITS

- » Prevent malware and ransomware infections
- » Prevent fileless and in-memory attacks
- » Defend against attacks that go beyond malware
- » Simplify operations with signatureless protection and SaaS delivery
- » Replace legacy antivirus quickly and confidently

"As more and more organizations are looking for more effective solutions that can stop advanced, modern-day threats, I believe CrowdStrike Falcon is the answer."

— STEVE PHILLPOTT,
CHIEF INFORMATION OFFICER,
WESTERN DIGITAL CORP.



- **Uses only one agent** — Get the best next-generation technologies concentrated in a single agent, including machine learning, exploit blocking, custom whitelisting and blacklisting, behavioral indicators of attack (IOAs), attack attribution and adware blocking.
- **Full protection, online and off** — Falcon Prevent leverages protection technologies both in the cloud as well as on the endpoint to provide full prevention when disconnected from the network, while taking advantage of the additional power of the cloud when connected.

FAST AND EASY DEPLOYMENT

- **Save time, effort and money** — Cloud-native Falcon Prevent is delivered by the CrowdStrike Falcon® platform and doesn't require any on-premises management infrastructure.
- **Deploy at unprecedented speed** — The cloud-delivered Falcon agent enables rapid deployment, with customers reporting the installation of as many as 70,000 agents in a single day.
- **Immediately operational** — Get unmatched prevention instantly. Falcon Prevent hits the ground running, protecting you immediately upon installation without requiring signature updates, fine-tuning, baselining or complex configuration.

FORGET IT'S THERE

- **Zero impact on the endpoint** — From initial installation to ongoing day-to-day use, Falcon Prevent operates with only a tiny 20MB footprint on the endpoint.
- **No reboot** — Leave your endpoints alone, with no reboot required at installation or during updates.
- **No need for cumbersome and frequent scans or updates** — The signature-less protection technologies used by Falcon Prevent completely eliminate the need for performance-crushing tasks such as signature updates and disk scans.

MIGRATE WITH CONFIDENCE

- **Easy transition** — Falcon Prevent operates seamlessly alongside AV as you migrate.



THE FASTEST AND EASIEST WAY TO SAFEGUARD YOUR ORGANIZATION AGAINST MALWARE AND BREACHES

Today's adversaries don't limit their tactics to malware and exploits. That's why Falcon Prevent provides a new generation of prevention features capable of defeating these evolving tools and techniques.



CrowdStrike is the leader in cloud-delivered next-generation endpoint protection. CrowdStrike has revolutionized endpoint protection by being the first and only company to unify next-generation antivirus, endpoint detection and response (EDR), and a 24/7 managed hunting service — all delivered via a single lightweight agent.

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