FL [DIGITAL SERVICE]

Department of MANAGEMENT SERVICES

Ron DeSantis, Florida Governor
Pedro Allende, Secretary
James Grant, Florida State Chief Information Officer

AGENCY TERM CONTRACT FOR ENDPOPOINT DETECTION AND RESPONSE DMS-22/23-155C BETWEEN STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND KR2 TECHNOLOGY, LLC

AGENCY TERM CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES ON BEHALF OF FLORIDA DIGITAL SERVICE (Department), with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and KR2 TECHNOLOGY, LLC (Contractor), with offices at 8635 W. Hillborough Ave, P.O. Box 206, Tampa, FL 33615, each a “Party” and collectively referred to herein as the “Parties”.

WHEREAS, the Contractor responded to the Department’s Request for Quotes (RFQ), No: DMS-22/23-155, Endpoint Detection and Response; and

WHEREAS, the Department has accepted the Contractor’s Quote and enters into this Contract in accordance with the terms and conditions of RFQ No. DMS-22/23-155.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties agree as follows:

1.0 Definitions

1.1 Agency Term Contract (ATC or Contract): A written agreement between the Department and the Contractor that is for use by the entire Department and under which Purchase Orders (PO) shall be issued.

1.2 Business Day: Any day of the week excluding weekends and holidays observed by State agencies pursuant to subsection 110.117(1)(a)-(j), Florida Statutes (F.S.).

1.3 Calendar Day: Any day in a month, including weekends and holidays.

1.4 Contract Administrator: The person designated pursuant to section 8.0 of this Contract.

1.5 Contract Manager: The person designated pursuant to section 8.0 of this Contract.

1.6 Customer: Agencies as defined in section 287.012, Florida Statute (F.S.), and Eligible Users as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

1.7 Purchaser: The agency as defined in section 287.012, F.S., or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.), who issues a Purchase Order from this ATC.

2.0 Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined and described in Exhibits A and B.

3.0 Contract Term

This ATC shall have an initial term of three (3) years, subject to any limitations based on the term of the underlying Alternate Contract Source (ACS), and shall begin on the last date on which it is signed by all Parties.

4.0 Renewal Terms

The Department reserves the right to renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, in accordance with section 287.057, F.S. and subject to any limitations based on the term of the underlying ACS, at the renewal pricing specified in the Contractor’s Quote or upon mutual agreement of the Parties as set forth in the

Contract. Renewals are also contingent upon satisfactory performance by the Contractor, as determined by the Department.

5.0 Contract Documents and Hierarchy

All Exhibits attached to this Contract are incorporated in their entirety and form as part of this Contract. This Contract sets forth the entire understanding between the Parties and is comprised by the following documents:

1. Exhibit A: RFQ No. DMS-22/23-155;
2. Exhibit B: Contractor's Quote.

In the event that any of the Contract documents conflict, the order of precedence set forth in Section 17.0, of RFQ No. DMS-22/23-155 shall control.

In the event of any conflict between this Contract and any applicable federal or state statute, administrative rule or regulation; the statute, rule or regulation will control.

6.0 Amendments

Unless otherwise provided herein, all modifications to this Contract must be in writing and signed by both Parties, except changes to Section 8.0, below. Any future amendments of the Contract, which alter the definition of the services or scope of work, shall define the services or scope in the same format as Exhibit A and Exhibit B.

Notwithstanding the order listed in Section 5.0, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

7.0 Contract Notices

In addition to the provisions in Section 38 of Form PUR 1000 (10/06), Contract notices may be delivered by email to the Contractor's Representative as prescribed in Section 8.0. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable.

8.0 Contract Contacts

The Department may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. The Contractor shall address all communication relating to the Contract to the Contract Manager.

8.1 The Department employee who is primarily responsible for maintaining the Contract Administration file is:

Alisha Morgan
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399-0950
Email: DMS.Purchasing@dms.fl.gov

The Department's Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Maintain this Contract and all amendments; and
3. Maintain records of all formal contract correspondence between the Department and the Contractor as provided by the Contract Manager for filing in the Contract Administration file.

8.2 The Department's Contract Manager is:

Lacy Perkins
Procurement and Grants Manager
Florida Digital Service
2555 Shumard Oak Blvd.
Tallahassee, FL 32399
Telephone: (850) 274-4156
Email: Purchasing@digital.fl.gov

The Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Enforce performance of the Contract terms and conditions;
4. Monitor and evaluate the Contractor's performance to ensure services conform to the Contract requirements;
5. Request all amendments, renewals, and terminations of this Contract, and implement management of the Contract change;
6. Exercise applicable remedies, as appropriate, when the Contractor's performance is deficient;
7. Evaluate the Contractor's performance upon completion of this Contract. This evaluation will be placed in the Contract file and will be considered if this Contract is subsequently used as a reference in future procurements.

For each PO issued, the Purchaser's Contract Manager will perform the following functions:

1. Verify the Customer received the deliverables from the Contractor;
2. Review, verify, and approve invoices from the Contractor;
3. Monitor the quality of services and commodities being delivered;
4. Monitor the budget to ensure funds are available through the PO term; and
5. Serve as the liaison between the Department, the Customer, and Contractor relating to quality and delivery.

8.3 The Contractor has assigned the following individual(s) to serve as the Contractor's Representative for this Contract:

Jon Menendez
CEO
8635 W. Hillborough Ave, P.O. Box 206
Tampa, FL 33615
Telephone: (813) 530-9667
Email: jmenendez@kr2tech.com

The Department will direct all questions and customer service issues concerning this Contract to the Contractor's Representative above. It will be the Contractor's Representative's responsibility to coordinate with necessary Department, Purchaser, and Customer personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the Department's Contract Manager if a new employee is designated as the Contractor's Representative for this Contract.

9.0 Assignment

The Contractor shall not assign its duties or rights under this Contract to another party without the prior written approval of the Department. The Department shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency of the State of Florida upon providing written notice to the Contractor.

10.0 Price Decreases

The Contractor shall apply to the Department any price decrease effectuated during the Contract term by reason of market change or special sales offered to other customers. Such a price decrease applies regardless of whether any related equipment is rented or leased by the Department under the Contract. Price increases are rejected, unless otherwise stated.

11.0 Additions/Deletions

During the term of the Contract, the Department reserves the right to add or delete services and commodities, when considered to be in its best interest and general scope of the Contract. Pricing shall be comparable to amounts awarded.

12.0 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

13.0 Other Conditions

13.1 Independent Contractor Status

This Contract does not create an employee/employer relationship between the Parties. The Parties are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State's unemployment insurance law. The Parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their Contract duties. Services and commodities provided by each Party under this Contract shall be subject to the supervision of the other Party. In performing this Contract, neither Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties agree that they are separate and independent business enterprises, and that each can pursue other opportunities.

This Contract shall not be construed as creating any joint venture or partnership between the Parties, and neither Party will be liable for any obligation incurred by the other Party, including, but not limited to, unpaid wages and overtime premiums.

13.2 Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, pandemics, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

13.3 Cooperation with the Florida Senate and Florida House of Representatives

In accordance with section 287.058(7), F.S., the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

13.4 Employment of State Workers

During the term of the Contract, Contractor shall not knowingly employ, subcontract with or subgrant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined by section 112.312(15), F.S.) who is employed by the State or who has participated in the performance or procurement of this Contract, except as provided in section 112.3185, F.S.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

KR2 TECHNOLOGY, LLC:

DocuSigned by:
Joe Menendez
C1A7C06771764F9...

Authorized Signature

Joe Menendez

Print Name

CEO

Title

6/30/2023 | 7:59 PM EDT

Date

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES:

DocuSigned by:
Pedro Allende
5E91A9D369EB47C...

Pedro Allende, Secretary

6/30/2023 | 8:00 PM EDT

Date

Exhibit "A"

Request for Quotes (RFQ)

DMS-22/23-155

Endpoint Detection and Response Solution

Alternate Contract Sources:

Cloud Solutions (43230000-NASPO-16-ACS)
Software Value Added Reseller (SVAR) (43230000-23-NASPO-ACS)
Technology Products, Services, Solutions, and Related Products and Services (43210000-US-16-ACS)

1.0 DEFINITIONS

The following definitions shall apply throughout this RFQ:

Agency Term Contract (ATC): The written agreement resulting from the award of this Request for Quotes between the Department and the Contractor(s).

Contractor: The vendor awarded an ATC resulting for this Request for Quotes.

Customer: Agencies as defined in section 287.012, Florida Statute (F.S.), and Eligible Users as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

Department: The State of Florida, Department of Management Services (DMS), on behalf of the Florida Digital Service (FL[DS]).

Purchase Order: The authorization to begin providing services to a Customer under the terms of this RFQ and a resulting ATC, if applicable.

Purchaser: The agency as defined in section 287.012, F.S., or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.), who issues a Purchase Order from this RFQ or a resulting ATC.

Quote: A vendor's response to this Request for Quotes.

Solution: An Endpoint Detection and Response (EDR) solution that collects and analyzes endpoint data to detect and respond to cyber security threats.

2.0 OBJECTIVE

Pursuant to section 287.056(2), F.S., the Department intends to purchase an EDR (endpoint detection and response) solution for use by the Department and Customers to collect and analyze endpoint data to detect and respond to threats as specified in this RFQ.

The Department also reserves the right to execute an Agency Term Contract (ATC), in the form attached hereto, with the awarded Contractor(s) for the commodities and services specified in this RFQ. The ATC will allow the Department and Customers to purchase the Solution at or below the pricing provided by the awarded Contractor(s) throughout the ATC term.

This RFQ is being issued under the following Alternate Contract Source (ACS) contracts:

- Cloud Solutions (43230000-NASPO-16-ACS)
- Software Value Added Reseller (43230000-23-NASPO-ACS)
- Technology Products, Services, Solutions, and Related Products and Services (43210000-US-16-ACS)

3.0 DESCRIPTION OF PURCHASE

The Department is seeking a Contractor(s) to provide an Endpoint Detection and Response (EDR) Solution for the Department and Customers on a statewide basis. The Solution shall include software, implementation, training, support, and integration services as described below. The Contractor will be responsible for providing the Solution to Customers. The Contractor shall be responsible for all aspects of providing the Solution to Customers, as provided herein.

4.0 BACKGROUND INFORMATION

In accordance with section 282.318, F.S., the “State Cybersecurity Act,” the Department "is the lead entity responsible for establishing standards and processes for assessing state agency cybersecurity risks and determining appropriate security measures.” Additionally, the statute states that the Department “shall adopt rules that mitigate risks; safeguard state agency digital assets, data, information, and information technology resources to ensure availability, confidentiality, and integrity; and support a security governance framework.”

The Department is also responsible for implementing the recommendations of the February 1, 2021, Florida Cybersecurity Task Force Final Report which addresses key objectives related to the state’s cybersecurity infrastructure, governance, and operations. The resulting initiatives, projects, and efforts constitute the Enterprise Cybersecurity Resiliency Program.

Additionally, in accordance with section 282.3185, F.S., the “Local Government Cybersecurity Act,” “Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework.” In the Fiscal Year 2022-2023 General Appropriations Act (line 2944A), the Department was tasked with administering a competitive grant program for local government cybersecurity technical assistance for municipalities and counties. The Department intends to provide access to solutions to equip Customers with resources compliant with the abovementioned cybersecurity standards.

5.0 TERM

The ATC(s) shall have an initial term of three (3) years, subject to any limitations based on the term of the underlying ACS. The Department also reserves the right to renew the ATC(s) in accordance with section 287.057, F.S, and subject to any limitations based on the term of the underlying ACS. Renewals are also contingent upon satisfactory performance by the Contractor, as determined by the Department. Purchase Orders (PO) will be issued in accordance with the RFQ and any applicable ATC as services are needed for Customers. Any POs issued pursuant to the RFQ will have the term identified in the PO.

6.0 SCOPE OF WORK

The Solution proposed in any Quote must not conflict with Chapter 282, F.S., Rule Title 60GG, Florida Administrative Code (F.A.C.), and cybersecurity best practices. The Solution must meet or exceed the applicable state and federal laws, regulations, and standards for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework. The Contractor shall provide services in the manner prescribed by this Scope of Work. The Scope of Work shall be delivered in accordance with the deliverables herein. The Department expects the services to be completed remotely and is not requiring the Contractor to travel. Unless otherwise specified within vendor's Quote, the Solution should include the following items within the Scope of Work, but not be limited to:

6.1. Software Solution/Specifications

The Solution shall detect and respond to threats on endpoint devices such as laptops, desktops, servers, and mobile devices. Endpoint Detection and Response (EDR) solutions typically use a combination of techniques such as behavioral analysis, machine learning, and threat intelligence to identify and respond to security incidents in real-time. The primary purpose of EDR is to detect and respond to advanced threats that have bypassed traditional security defenses such as firewalls and antivirus software. This is accomplished by collecting data from endpoint devices, analyzing it for signs of suspicious activity, and taking automated or manual actions to isolate and neutralize threats. EDR solutions can help organizations improve their overall security posture by providing visibility into the activities taking place on endpoint devices, helping security teams respond to incidents more quickly and effectively, and providing valuable information that can be used to improve security processes and policies.

6.1.1. Multi-Tenant

The Solution shall support a multi-tenant, multi-organization architecture. Each tenant must have its own instance and each instance must aggregate up to a single instance and view. The aggregated instance will support enterprise security operations. The Solution shall provide dashboards for single-source visibility into threats, investigations, and trends.

6.1.2. Scalability

The Solution shall provide the ability to scale to support a large number of tenants and their endpoints.

6.1.3. Cloud Management

The Solution shall be provided as software as a service via cloud-hosted infrastructure to keep current with the latest releases of management server and endpoint agent software. The Solution shall allow capacity extensibility in the cloud with minimal impact on agent or management infrastructure.

6.1.4. Managed Security Services

The Solution shall deploy and maintain managed security services to support Purchasers and Customers, particularly the advanced administration requirement of endpoint detection and response tools and incident response capabilities.

6.1.5. Prevention

The Solution shall block malware pre-execution using the platform's anti-malware prevention program.

6.1.6. Product Usability

The Solution shall provide easy to understand, user-friendly interfaces with intuitive designs to facilitate user engagement, and clear documentation and support resources which instruct on use of the Solution.

6.1.7. Administration and Management Usability

The Solution shall have an easy-to-use administration console and allow straightforward ongoing management that utilizes a lightweight agent with low impact on potential performance.

6.1.8. Endpoint Detection and Response

The Solution shall record system behaviors to detect suspicious events, investigate and block malicious activity, and contain malicious activity at the endpoint. The Solution shall use the data to investigate and provide remediation guidance for any affected systems.

6.1.9. Endpoint Protection Platform Suite

The Solution shall use an extended portfolio of security tools, like endpoint firewalls, device and application control, application inventory, signature matching, vulnerability and patch management and others, plus network-level tools such as secure email and sandboxing.

6.1.10. Operating System Support

The Solution shall protect a wide range of operating systems, including Windows, MacOS and Linux, and mobile operating systems like iOS and Android. The Solution shall provide specific functions for cloud, virtual and container-based workloads.

6.1.11. Data Management and Storage

The Solution shall provide required data storage capacity, file types, and locations, as well as processes such as disaster recovery, rollbacks, extraction, or eradication.

6.1.12. Performance Management

6.1.12.1. The Solution shall provide proactive alerts on system events, as well as logging and resolution reporting on all issues.

6.1.12.2. The Solution shall provide the ability to identify unhealthy agents on endpoints and self-heal issues. Any endpoints that cannot be self-healed must be reported through the administration console and reports.

6.1.13. Security

The Solution shall offer configurable controls that extend data and transaction security and compliance to third-party platforms or hosting providers the Solution uses. The Solution shall document security policies, audits, attestations or evaluations for compliance needs.

6.1.14. Data Management

The Solution shall enable monitoring, reporting, and management of data sharing, as well encryption and security for data at rest and in motion.

6.1.15. Disaster Recovery and Backup

The Solution shall enable processes such as disaster recovery, rollbacks, and version control.

6.1.16. Identity and Access Management

The Solution shall provide capabilities such as user authentication, password policy management, two factor authentication, single sign on, and role-based access.

6.1.17. Network

The Solution shall leverage network technologies like software-defined wide area networks and over-the-top monitoring to ensure the optimal performance of the Solution.

6.1.18. Compliance and Third-Party Certification

The Solution shall comply with relevant standards like General Data Protection Regulation (GDPR), Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act, Personally Identifiable Information (PII) data requirements, Driver Privacy Protection Act, and third-party certifications such as Systems and Organizations Controls 2 (SOC 2) and International Organization for Standardization (ISO) 27001. The Department, Purchaser, or Customer may require Contractor(s) to execute security agreements, including but not limited to, CJIS riders or Business Associate Agreements as a condition of performance or purchase order issuance.

6.1.19. Configuration and Customization

The Solution shall allow customization of the standard deployed solution with custom user interfaces, data tables, process components, and business logic.

6.1.20. Role-Based Access

The Solution shall provide the ability to create customizable role-based personas based on responsibility.

6.1.21. Data Export

The Solution shall provide the ability to generate a customizable export of data based on user filters for assets, services, and issues present within the platform.

6.1.22. Integration

6.1.22.1. The Solution shall integrate with the Department's existing security tools such as firewalls, antivirus software, endpoint management solutions and security information and event management (SIEM) systems. The Customer shall determine if the Solution is able to integrate with the Customer's security tools. The Contractor shall take any steps necessary to support Customer integration.

6.1.22.2. The Solution shall be capable of data integration through common exchange techniques and frameworks such as RESTful Application Programming Interfaces (APIs).

6.1.22.3. The Solution shall be capable of integrating with a variety of identity and access management (IAM) systems to meet Customer current and future needs.

6.1.22.4. Initial Integration shall include connecting each Customer to the state Cybersecurity Operations Center (CSOC) and validating with FL[DS] that all Solution data is properly integrated, as requested by the Customer.

6.1.22.5. Integration Maintenance may be required after initial integration to ensure that the Solution properly exchanges data between Customers and the CSOC. The Contractor shall address any concerns that FL[DS] has regarding integration issues.

6.1.23. Performance and Availability

The Solution shall perform in accordance with the approved Service Level Agreement (SLA) (see Section 10.2) and be available 99.999% of the time per month.

6.1.23.1. The performance and availability SLA shall provide information on performance and availability objectives for the Solution to perform successfully and be available 99.999% of the time per month.

6.1.23.2. The vendor shall propose meaningful financial consequences in the draft performance and availability SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.2. Training and Support

Through the Solution, the Contractor shall provide all consulting, training, and support to the Customer and FL[DS] to ensure successful implementation of the Solution and ongoing support as necessary and as defined by FL[DS] to include, but not be limited to:

6.2.1. Consult with and the Department, the Purchaser, and the Customer to ensure the Department, the Purchaser, and the Customer have the information necessary for decision-making.

6.2.2. Adhere to the FL[DS]-approved training SLA that specifies the objectives, description of the materials/resources provided to meet the objectives, suggested method of training (in-person, live webinar, online course, etc.), and specific training suggested for each user roles.

6.2.2.1. The training SLA must specify Initial Training (included in Item No. 1 on Attachment A, Price Sheet) provided and Ongoing Training provided (included in Item No. 2 on Attachment A, Price Sheet).

6.2.2.2. The vendor shall propose meaningful financial consequences in the draft training SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.2.3. Adhere to the FL[DS]-approved SLA for support service which provides information on support objectives, resources, availability, response times, resolution times and issue criticality levels.

6.2.3.1. The vendor shall propose meaningful financial consequences in the draft support service SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.3. Kickoff Meeting

6.3.1. The Contractor shall conduct a kickoff meeting with the Purchaser to further clarify PO expectations.

6.3.2. If the PO covers more than just the Purchaser, the Contractor shall conduct a kickoff meeting for each Customer on a date and time agreed upon by the FL[DS] (if the Solution is being integrated into the CSOC) and the Customer.

The Contractor may hold a kickoff meeting with multiple Customers per meeting.

6.3.3. The kickoff meeting for the Customer should include a demonstration of the Solution, or prior to the kickoff meeting, a link may be provided to the Customer to demonstrate the Solution.

6.4. Implementation

The Contractor shall implement the Solution with each Customer upon the Purchaser's approval, FL[DS] approval (if the Solution is integrating with the CSOC), and the Customer's approval of the Implementation Plan. The Contractor shall collaborate with the Customer to develop an Implementation Plan addressing all items contained in **Section 6.0**, Scope of Work, and submit it to the Purchaser, FL[DS] as applicable, and the Customer for approval.

The Implementation Plan must include the following at a minimum:

6.4.1. All tasks are required to fully implement and complete Initial Integration of the Solution.

6.4.2. Identify if the Contractor, Purchaser, FL[DS] (if applicable), or other Customer is responsible for each task.

6.4.3. Dates that each task (or group of tasks) will be completed by, identify task dependencies, and tasks on the critical path to ensure timely project completion.

6.4.4. Describe necessary training, method of training (e.g., in-person, live webinar, online course), and training dates.

6.4.5. Describe the support available to ensure successful implementation and Initial Integration.

6.4.6. Provide Contractor contact information (name, title, email, and phone number) for the Contractor Representative who is assigned to oversee successful implementation and Initial Integration.

6.4.7. Document the frequency and method(s) for the Contractor to communicate the ongoing status of the Implementation Plan to the Purchaser and any other Customers.

6.5. Reporting

The Contractor shall provide the following reports to the Purchaser:

6.5.1. Quarterly Business Reviews (QBR) which will include, but not be limited to, performance reports and metrics on service level achievements. The Contractor shall schedule a quarterly meeting to review the QBR and document any financial consequences to be assessed as necessary.

6.5.2. Monthly Implementation Reports shall be provided to the Purchaser to document compliance with Final Implementation Plan(s) and document any financial consequences to be assessed as necessary.

6.5.3. Monthly Training Reports shall be provided to the Purchaser to document all training provided to the Purchaser and any other Customers and document any financial consequences to be assessed as necessary.

6.5.4. Monthly Service Reports shall be provided to the Purchaser to document Solution performance, availability, response times, and resolution times and document any financial consequences to be assessed as necessary.

6.5.5. Ad hoc reports as requested by the Purchaser.

6.6. Optional Services

6.6.1. Manage, Detect, and Respond (MDR)
If available, the vendor shall provide optional annual pricing along with an SLA to manage, detect, and respond to security issues detected by the Solution.

6.6.1.1. Adhere to the FL[DS]-approved MDR SLA which provides information on MDR objectives, resources, availability, response times, resolution times, and issue criticality levels.

6.6.1.2. The vendor shall propose meaningful financial consequences in the draft MDR SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.6.2. Future Integrations
If available, the vendor shall provide optional pricing along with an SLA for Application Programming Interfaces available for the Solution.

6.6.2.1. Adhere to the FL[DS]-approved SLA for future integrations which include services and solutions that augment, enhance, or expand the Solution in a meaningful way.

6.6.2.2. The vendor shall propose meaningful financial consequences in the draft future integrations SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

7.0 DELIVERABLES

Deliverables for each Purchase Order may be submitted earlier than the delivery dates listed in **Table 1**. All deliverables are subject to the approval and acceptance of the Purchaser. The Contractor shall provide the services identified in **Section 6.0**, Scope of Work, to complete the deliverables as described in **Table 1** below. The Contractor will not be compensated for the kickoff meetings, or any work performed before or during the development of the Implementation Plan. Once the Implementation Plan is approved in writing by the Purchaser, FL[DS] (if applicable), and the Customer, as applicable, the Contractor shall provide the Customer with access to the software in accordance with the approved Implementation Plan (Final Implementation Plan). Once software access is granted to the Customer, and the Customer confirms receipt, the Contractor will invoice the Purchaser at the pricing established in Attachment A, Price Sheet, within thirty (30) days. The Contractor will be compensated, annually, in advance, for the Solution for each PO in accordance with this RFQ. The Purchaser may waive or amend any due dates in writing at its sole discretion.

TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES

No.	Deliverable	Time Frame	Financial Consequences
1	The Contractor shall host a kickoff meeting with the Purchaser individually, and kickoff meeting with each additional Customer, and FL[DS] (if applicable) in accordance with the PO, and any applicable ATC.	The Contractor shall host the meeting within five (5) calendar days of PO issuance.	Financial consequences shall be assessed in the amount of $100 per calendar day, beginning on the first calendar day after deliverable due date.
2	The Contractor shall submit the Implementation Plan timely and in accordance with the PO and any applicable ATC.	The Contractor shall collaborate with the Customer and submit each Customer's Implementation Plan to the Purchaser and each additional Customer within 10 calendar days of PO issuance.	Financial consequences shall be assessed in the amount of $100 per calendar day, beginning on the first calendar day after the deliverable due date until the Customer Implementation Plan is received. Financial consequences shall also be assessed for a Customer's Implementation Plan submitted that is not in accordance with the PO and any applicable ATC, in the amount of $500 for each incomplete Implementation Plan.
3	The Contractor shall provide Solution access and all services in the Final Implementation Plan in accordance with this PO and any applicable ATC.	The Contractor shall provide Solution access and complete all requirements established in the Final Implementation Plan timely and accurately.	Financial consequences shall be assessed in the amount of $100 per calendar day, beginning on the first calendar day after any due date specified in the Final Implementation Plan, until the requirement is accurately completed. Financial consequences shall be assessed in the amount of $200 per requirement for each instance services are not performed, or documentation is not received, in accordance with this RFQ and the Implementation Plan.

TABLE 1 DELIVERABLES AND FINANCIAL CONSEQUENCES			
No.	**Deliverable**	**Time Frame**	**Financial Consequences**
4	The Contractor shall ensure the Solution is available in accordance with this PO and any applicable ATC.	The Solution must be available 99.999% of the time per month in accordance with the FL[DS]-approved SLA and. Compliance is calculated on a monthly basis for each Customer.	Financial Consequences shall be assessed against the Contractor in the amount of $100 for each negative deviation from the thousandth decimal point. For example, a Customer's monthly uptime of 99.997% will result in a financial consequence of $200, unless the Department accepts different financial consequence in the Contractor's Quote.
5	The Contractor shall ensure the Solution performs in accordance with the FL[DS]-approved SLA.	The Solution must perform in accordance with the FL[DS]-approved SLA.	Financial consequences shall be assessed in the amount of $100 per calendar day, beginning on the first calendar day after any due date specified in the FL[DS]-approved SLA, until the requirement is accurately completed, unless the Department accepts different financial consequence in the Contractor's Quote.
6	The Contractor shall ensure training and support are provided in accordance with the FL[DS]-approved SLA.	Training and support must be provided in accordance with Section 6.2. of this RFQ and the FL[DS]-approved SLA for training and support.	Financial consequences shall be assessed in the amount of $100 per calendar day, beginning on the first calendar day after any due date specified in the FL[DS]-approved SLA, until the requirement is accurately completed, unless the Department accepts different financial consequence in the Contractor's Quote.

TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES

No.	Deliverable	Time Frame	Financial Consequences
7	The Contractor shall report accurate information in accordance with the PO and any applicable ATC.	QBRs are due 15 calendar days after the end of the quarter (January - March, April - June, July - September, and October - December). Monthly Implementation Reports are due five (5) calendar days after the end of the month. Monthly Training Reports are due five (5) calendar days after the end of the month. Monthly Service Reports are due five (5) calendar days after the end of the month. Ad hoc reports are due five (5) calendar days after the request by the Purchaser.	Financial consequences shall be assessed in the amount of $100 per calendar day, beginning on the first calendar day after any due date, until an accurate report is received.

All deliverables are subject to the approval and acceptance of the Purchaser. Any deliverables rejected by the Purchaser will be subject to the applicable financial consequences in Table 1 until the Contractor resubmits and the Purchaser accepts the deliverable.

8.0 PERFORMANCE MEASURES

The Contractor shall perform all required services in a proper and satisfactory manner as determined by the Purchaser. The Contractor shall perform 100% of deliverable requirements to the satisfaction of the Purchaser, within the PO-required deadlines.

8.1 Performance Compliance

By submitting a response to this RFQ, the Contractor acknowledges and agrees that its performance under this SOW must meet the standards set forth above and that it will be bound by the conditions set forth herein. After executing an applicable financial consequence, the Purchaser may, at its sole discretion, allow additional time for the

Contractor to remedy the performance issues identified by the Purchaser; or, after giving the Contractor a reasonable opportunity to cure such performance issues, may proceed with default proceedings.

The Purchaser reserves the right to perform or assign the required services to another contractor, if the awarded Contractor is not achieving the required levels of service, after the Contractor has been duly notified of their inadequacy.
Where any applicable ATC(s) and PO(s) require the generation and submission of deliverables to the Purchaser, receipt by the Purchaser will not be construed to mean or imply acceptance of those deliverables. It is specifically intended by the Purchaser that acceptance of required deliverables constitute a separate act. The Purchaser may reject deliverables as incomplete, inadequate, or unacceptable according to the parameters set forth in this SOW.

By submitting a Quote, the vendor represents and warrants that the Solution substantially conforms or exceeds the specifications herein and will continue to substantially conform or exceed the specifications provided herein throughout the duration of any resultant ATC and PO. The Solution's failure to substantially conform or exceed these specifications may result in termination of any resultant ATC or PO(s).

9.0 FINANCIAL CONSEQUENCES

The Purchaser shall impose financial consequences upon the Contractor for failure to comply or submit evidence documenting compliance with the performance standard requirements, or deliverable deemed unacceptable by the Purchaser if the Contractor fails to resolve errors, as set forth in **Section 7.0**, Deliverables. If the Purchaser chooses to allow completion of Contract requirements after the time allowed, its allowance shall not act as a waiver of financial consequences. These financial consequences are not a penalty and are intended to incentivize successful performance of the specified requirements.

The financial consequences assessed will result in a payment or an automatic credit to the Purchaser, at the Purchaser's discretion. In the event the Purchaser disagrees with a financial consequence assessment by the Contractor, the Purchaser will make the final determination on the Contractor's compliance with the deliverables and financial consequence assessment.

10.0 RESPONSE CONTENT AND FORMAT

10.1 Responses are due by the date and time shown in **Section 11.0**, Timeline.

10.2 Quotes shall be concise, in an electronic Adobe PDF format, and prepared using the following outline:

1) Documentation to describe the endpoint detection and response Solution proposed and how it meets the requirements of this RFQ to include the following at a minimum:
    a. A draft SLA for Solution performance and availability which adheres to all provisions of this RFQ.
    b. A draft SLA for training and support which adheres to all provisions of this RFQ.

i. The training SLA must specify initial training (included in Item No. 1 on Attachment A, Price Sheet) provided and ongoing training provided (included in Item No. 2 on Attachment A, Price Sheet).

c. A draft implementation plan for a Customer which adheres to all provisions of this RFQ.

d. A draft MDR SLA, if applicable, per section 6.6.1 with annual pricing.

e. A draft SLA for future integrations, if applicable, per section 6.6.2 with pricing.

f. A draft disaster recovery plan per section 32.5.

2) Documentation describing any experience providing the Solution, or similar Solution, on a statewide basis or across a large geographic region.

3) Documentation describing the vendor's capacity and ability to implement the Solution on a statewide basis.

4) Detail regarding any value-added services.

5) **Attachment A**, Price Sheet, containing pricing for all items and completed in accordance with the instructions provided in this RFQ.

6) **Attachment B**, Contact Information Sheet, containing the contacts for the Quote and the resulting ATC(s) and PO(s).

7) **Non-Disclosure Agreement** executed by the vendor.

If the vendor is utilizing subcontractors, the vendor shall identify all subcontractors the vendors will utilize to provide the services required by this RFQ and what services each subcontractor will provide.

10.3 All Quotes should be submitted via email to the Department's Procurement Officer, identified in **Section 12.0**. Quotes must remain valid for at least 180 calendar days.

Note: If the vendor considers any part of its response to the RFQ to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), it shall provide the Department with a copy of its response with such Confidential Information redacted in accordance with Section 19.

11.0 TIMELINE

EVENT	DATE
Release of the RFQ	May 10, 2023
Pre-Quote Conference Registration Link: https://us02web.zoom.us/meeting/register/tZMrf-2qqTgtEtUhsUQg5jjxixaUSqJ9oFLS	May 15, 2023, at 2:00 p.m., Eastern Time
Responses Due to the Procurement Officer, via email	May 19, 2023, by 5:00 p.m., Eastern Time
Solution Demonstrations and Quote Negotiations	May 22-24, 2023
Anticipated Award, via email	May 24, 2023

12.0 PROCUREMENT OFFICER

The Procurement Officer for this RFQ is:

Alisha Morgan
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399-0950
DMS.Purchasing@dms.fl.gov

13.0 PRE-QUOTE CONFERENCE

The Department will hold a Pre-Quote Conference as indicated in **Section 11.0**, Timeline, above to answer vendor questions. The Department will use its best efforts to answer vendor questions during the Pre-Quote Conference.

14.0 SOLUTION DEMONSTRATIONS

If the Department requests a demonstration of the Solution, the vendor must be available to demonstrate the Solution to the Department during the timeframe specified in **Section 11.0**, Timeline.

15.0 QUOTE NEGOTIATIONS

The Department may schedule negotiation sessions with vendors to discuss the Quote if any aspects of the Quote are not in the best interest of the Department. These negotiations will be scheduled in the timeframe specified in **Section 11.0**, Timeline. The Department does not anticipate exceeding these timeframes. The Department may require the vendors to revise any terms and conditions in the vendor's Quote, including any SLAs, during this timeframe.

16.0 SELECTION OF AWARD

The Department intends to select one (1) or more vendor(s) that provide the overall best value to the State. The Department will consider all aspects of submitted Quotes when making a selection, including the proposed Solution, how it meets the requirements, benefits to the State, and price.

17.0 RFQ HIERARCHY

The ATC(s) and PO(s) resulting from this RFQ will include the following Attachments which set forth the entire understanding of the Customer, the Contractor, and the Department and supersede all prior agreements. All Attachments listed below will be incorporated in their entirety into, and form part of any ATC(s) or PO(s) issued. In the event of a conflict between the documents that make up any ATC(s) and PO(s), priority shall be in the order listed:

1) The PO(s);
2) The ATC(s);
3) The Department's Non-Disclosure Agreement (NDA) or other Purchaser's NDA;
4) This RFQ;
5) Department's Purchase Order Terms and Conditions;
6) The ACS contract the vendor submitted their Quote in accordance with [ACS: Cloud Solutions (43230000-NASPO-16-ACS), Software Value Added Reseller (SVAR) (43230000-23-NASPO-ACS), or Technology Products, Services, Solutions, and Related Products and Services (43210000-US-16-ACS); and
7) The vendor's Quote.

18.0 DEPARTMENT'S CONTRACT MANAGER

The Department's Contract Manager who will oversee the Contractor's performance of its duties and obligations pursuant to the terms of any applicable ATC and any resultant PO and serve as a liaison with the Contractor, will be as follows:

To Be Determined
Florida Department of Management Services
Florida Digital Service
2555 Shumard Oak Blvd
Tallahassee, FL 32399
purchasing@digital.fl.gov

19.0 PAYMENT

19.1 The Contractor will be compensated in advance, annually, for all Deliverables per PO. Once the Implementation Plan is approved by the Purchaser, FL[DS] (if applicable) and the Customer in writing, the Contractor shall provide the Customer with access to the software in accordance with the Final Implementation Plan. Once software access is granted to the Customer, and the Customer confirms receipt, the Contractor will submit one (1) invoice to the Contract Manager specified in the PO indicating the date the Customer received the software access.

19.2 On each invoice, the Contractor shall certify that all costs and fees claimed in the invoice statement for payment are accurate and were performed in furtherance of the PO.

19.3 Contractor compensation will be exclusively made in accordance with the terms of this RFQ, any applicable ATC, and the PO. The Purchaser will not reimburse the Contractor for any other expenses associated with, or related to, any applicable ATC or resultant PO(s). For example, travel related expenses, including lodging, mileage, vehicle rental, and food, will not be subject to reimbursement.

19.4 Purchasers shall pay invoices in accordance with their governing laws and regulations, which shall govern the rights and obligations of the Purchaser and the Contractor. The Department shall pay invoices submitted by the Contractor in accordance with the provisions of section 215.422, F.S., which shall govern the rights and obligations of the Department and the Contractor.

19.5 The Contractor is responsible for the performance of all tasks and deliverables contained in any applicable ATC or PO.

20.0 PUBLIC RECORDS AND DOCUMENT MANAGEMENT

20.1 Access to Public Records

The Department may unilaterally cancel any applicable ATC or PO for failure by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with any applicable ATC or PO.

20.2 Contractor as Agent

Solely for the purposes of this section, the Contract Manager specified in the PO is the custodian of public records. If under the PO, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, F.S., the Contractor shall:

1) Keep and maintain public records required by the public agency to perform the service.
2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the PO term and following the completion of the PO if the Contractor does not transfer the records to the public agency.
4) Upon completion of the PO, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the PO, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the PO, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Purchaser, upon request from the Purchaser's custodian of public records, in a format that is compatible with the information technology systems of the Purchaser.
5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE PURCHASE ORDER, CONTACT THE FOLLOWING CONTACTS:**

DEPARTMENT:
CUSTODIAN OF PUBLIC RECORDS
PHONE NUMBER: 850-487-1082
EMAIL: PublicRecords@dms.fl.gov
MAILING ADDRESS: 4050 ESPLANADE WAY, SUITE 160 TALLAHASSEE, FL 32399.

OTHER PURCHASER:
CONTRACT MANAGER SPECIFIED ON THE PO

20.3 Public Records Exemption

The Contractor may have access to cybersecurity information classified as confidential and exempt under section 119.0725, F.S. In the event that the Contractor has access to confidential and exempt information, the Contractor agrees to maintain the confidentiality as required in section 119.0725, F.S.

20.4 Document Management

The Contractor must retain sufficient documentation to substantiate claims for payment under the PO and all other records, electronic files, papers, and documents that were made in relation to the PO. The Contractor must retain all documents related to the PO for five (5) years after the expiration of the PO, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

21.0 IDENITIFICATION AND PROTECTION OF CONFIDENTIAL INFORMATION

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public records." As such, records submitted to an Agency as defined in section 119.011, F.S. (referred to for purposes of this Section 19 as "Agency") are public records and are subject to disclosure unless exempt from disclosure by law. If the vendor considers any portion of records it provides to an Agency (including those submitted in response to this RFQ) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the vendor shall mark the document as "confidential" and simultaneously provide that Agency with a separate, redacted copy of the record. For each portion redacted, the vendor should briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. The vendor shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Agency will provide the vendor-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Agency will notify the vendor such an assertion has been made. It is the vendor's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Agency becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Agency will give the vendor notice of the demand or request. The vendor shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the vendor fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Agency will provide the unredacted records to the requester.

The vendor shall protect, defend, and indemnify the Agency and any applicable Customer for all claims, costs, fines, and attorneys' fees arising from or relating to the vendor's determination that the redacted portions of its records are Confidential Information. If the vendor fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Agency is authorized to produce the entire record submitted to the Agency in response to a public records request for, or demand for discovery or disclosure of, these records.

22.0 USE OF SUBCONTRACTORS

In providing services under the PO(s) and any applicable ATC, the Contractor is permitted to utilize subcontractors identified in its Quote. The Contractor shall notify the Contract Manager specified on the PO in writing of any subcontractors not identified in the Contractor's Quote who will be engaged to provide services for a PO 10 calendar days prior to their engagement.

During the term of the PO, subcontractors may be substituted with the prior written approval of the Contract Manager specified on the PO. The Purchaser reserves the right to reject a subcontractor with 10 calendar days advance notification to the Contractor.

The Contractor is fully responsible for the satisfactory completion of all subcontracted work and is required to ensure subcontractor's adherence to the terms set forth any PO.

The Contractor shall make all payments to subcontractors. If the Contractor utilizes a subcontractor, the Contractor shall pay the subcontractor within seven (7) Business Days after any payment is received from the Purchaser, per section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Contractor is solely responsible to the subcontractor for all expenses and liabilities under the Contract. If the Contractor fails to pay the subcontractor within seven (7) Business Days, the Contractor shall pay the penalty to the subcontractor in the amount of one-half (1/2) of one percent (1%) of the amount due, per Calendar Day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

23.0 LEGISLATIVE APPROPRIATION

Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under any PO is contingent upon an annual appropriation by the Legislature.

24.0 MODIFICATIONS

The Department reserves the right to change, add or delete any requirement from this RFQ if the Department deems it to be in the best interest of the State of Florida. In addition, the Department reserves the right to withdraw and cancel this RFQ at any time, prior to a duly authorized and executed ATC or PO.

25.0 CONFLICT OF INTEREST

It is essential that the vendor and any subcontractors are independent and impartial and that the implementation of decisions made as it relates to consultation and services is not used for private gain or other remuneration. The Contractor shall not receive any monies for services provided under the PO aside from those paid pursuant to the PO.

26.0 DISCRIMINATIORY, CONVICTED AND ANTITRUST VENDORS LISTS

The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor 's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Contractor shall promptly notify the Purchaser if it or its suppliers, subcontractors, or consultants under any POs are placed on any such lists.

27.0 E-VERIFY

The Contractor (and its subcontractors) has an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By accepting the ATC or any PO(s), the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of any applicable ATC(s) and any PO(s). The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager specified on the PO within five (5) business days of issuance of the ATC or any PO(s). The Contract Manager will be designated on any applicable ATC and PO.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the ATC and any other Purchaser's obligation to terminate any PO(s) if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department or any other applicable Purchaser will promptly notify the Contractor and order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf under the ATCs and any PO(s) should the Department or any other applicable Purchaser develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

28.0 COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors (if any), understand and will comply with their duty to cooperate with the Department's or any Purchaser's Inspector General in any investigation, audit, inspection, review, or hearing.

29.0 ACCESSIBILITY

The Contractor will comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities."

30.0 PRODUCTION AND INSPECTION

In accordance with section 216.1366, F.S., any public agency is authorized to inspect the: (a) financial records, papers, and documents of the contractor that are directly related to the performance of the contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the contractor which the public agency determines are necessary to monitor the performance of the contract or to ensure that the terms of the PO are being met. The Contractor shall provide such records, papers, and documents requested by the public agency within 10 business days after the request is made.

31.0 SCRUTINIZED COMPANIES

In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel. At the Department's or Purchaser's option, any applicable ATC or PO may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel. The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx.

32.0 BACKGROUND SCREENING

All Contractor employees and their subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department and the Purchaser.

32.1 Background Check

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as “Person” or “Persons,” operating under their direction who directly perform services under the Contract, whether or not the Person has access to State of Florida Data, as well as those who have access, including indirect access, to State of Florida Data, whether or not they perform services under the PO. The Contractor warrants that all Persons will have passed the Background Screening described herein before they have Access to Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six years where six years of historical information is available.

“Access” means to review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.

“Data” means a representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether it is exempt, confidential, or personal health information. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1) Social Security Number Trace; and
2) Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).

32.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court’s determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

1) Computer related or information technology crimes;
2) Fraudulent practices, false pretenses and frauds, and credit card crimes;
3) Forgery and counterfeiting;
4) Violations involving checks and drafts;
5) Misuse of medical or personnel records; or
6) Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that has elapsed since the offense, iii.) the rehabilitation efforts of the person, and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

32.3 <u>Refresh Screening</u>

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the Term of the Contract.

32.4 <u>Self-Disclosure</u>

The Contractor shall ensure that all Persons have a responsibility to self-report within three calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager specified on the PO and any applicable ATC within 24 hours of all details concerning any reported arrest.

32.5 <u>Duty to Provide Security Data</u>

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all state and federal rules and regulations regarding security of information, including HIPPA when applicable. Data cannot be disclosed to any person or entity that is not directly approved to participate in the SOW set forth in any resulting ATC or PO.

The Contractor must deliver an attestation describing the classification of Customer data consumed by the Solution to ensure suitable controls are considered for classified data. Additionally, the Contractor will provide documentation and evidence describing the technical security controls commensurate with the data's classification as defined in Chapter 60GG-2, F.A.C. For any data identified as uniquely valuable to the Customer, the Contractor must provide a disaster recovery plan which must be approved by the Customer.

32.6 Screening Compliance Audits and Security Inspections

The Purchaser reserves the right to audit the Contractor's background screening process upon two (2) business days prior written notice to the Contractor during the Term of the PO and any applicable ATC. In the event of an incident as defined in section 282.0041, F.S., the Department will have the right to inspect to meet all applicable state and federal rules and regulations upon two (2) business days prior written notice to the Contractor to ensure that access to the State of Florida Data is secure and in compliance with any PO or applicable ATC.

32.7 Record Retention

The Customer will maintain ownership of all data consumed by the Solution. For all such data, Contractor shall comply with and grant all rights in Section 18.2 to each Customer.

The Contractor shall retain a list of all persons with Access to Data, including a statement confirming that each person has passed the background screening required herein. Such a statement shall not include the substance of the screening results, only that the person has passed the screening.

The Contractor shall create a written policy for the protection of Data, including a policy and procedure for Access to Data. The Contractor shall document and record, with respect to each instance of Access to Data:

1) The identity of all individual(s) who accessed data in any way, whether those individuals are authorized persons or not.
2) The duration of the individual(s)' access to Data, including the time and date at which the access began and ended.
3) The identity, form, and extent of Data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of Data, read-only versions of Data, or editable versions of Data.
4) The nature of the access to Data, including whether Data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this section for the duration of the Contract and a period of no less than five (5) years from the date of termination of the Contract and any Contract extensions. The written policy and information required in this section shall be included in Department's or the Purchaser's audit and screening abilities as defined in Section 30.6, Screening Compliance Audits and Security Inspections. The written policy and information required in this section shall also be subject to immediate disclosure upon written or oral demand at any time by the Department, the Purchaser, or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this section shall be considered a breach of any ATC(s) and PO(s). The resulting damages to the Department from a breach of this section are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor, the Customer, and the Department acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the affected Customer, the sum of **$500.00** for each breach of this section.

32.8 Indemnification

The Contractor agrees to defend, indemnify, and hold harmless the Department and any applicable Customers, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two-year period following the breach.

33.0 LOCATION OF DATA

In accordance with Rule 60GG-4.002, F.A.C., the Contractor, including its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons operating under their direction, are prohibited from (i) performing any of the services under any applicable ATC or PO outside of the continental United States, or (ii) sending, transmitting, storing, or accessing any State of Florida data, outside of the continental United States. The Parties agree that a violation of this provision will:

a) Result in immediate and irreparable harm to the Purchaser, the Department, or the Customer, entitling the Purchaser, the Department, or the Customer to immediate injunctive relief, provided, however, this shall not constitute an admission by the Contractor to any liability for damages under subsection (c) below or any claims, liability, or damages to a third party, and is without prejudice to the Contractor in defending such claims.
b) Entitle the Purchaser, the Department, or the Customer, as applicable, to a credit or payment, at the Purchaser's discretion, of $50,000 per violation, with a cumulative total cap of $500,000 per event. This credit or payment is intended only to cover the Purchaser's, the Department's, or the Customer's internal staffing and administrative costs of investigations and audits of the transmittal of State of Florida data outside the U.S.
c) Entitle the Purchaser, the Department, or the Customer, as applicable, to recover damages, if any, arising from a breach of this subsection and beyond those covered under subsection b).

The credits or payments in subsection b) are a reasonable approximation of the internal costs for investigations and audits from a violation. The credits or payments are in the nature of liquidated damages and not intended to be a penalty. By executing any resulting ATC or performing under any resulting PO, the Contractor acknowledges and agrees the costs intended to be covered by subsection b) are not readily ascertainable and will be difficult to prove. The Contractor agrees that it will not argue, and is estopped from arguing, that such costs are a penalty or otherwise unenforceable. For purposes of determining the amount of costs due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) shall be treated as a single violation. The costs will be applied as a financial consequence and are exclusive of any other right to damages.

34.0 DATA TRANSMISSION

Solution data shall only be transmitted through secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by the Department or the Purchaser, as applicable. Solution data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Solution data, both transmitter and the receiver shall completely and permanently remove Solution data from any temporary transfer location within twenty-four (24) hours of receipt of the Solution data.

35.0 TERMS AND CONDITIONS

The Department shall not accept any unrequested terms or conditions submitted by a vendor, including any appearing in documents attached as part of the vendor’s Quote or on documents submitted after award. In submitting its Quote, the vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect, though items that the Department identified herein as negotiable may be negotiated. The Department will not accept or comply with any automatic renewal language within the vendor's Quote or any associated document. Any automatic renewal language will be deemed null and void. All licenses purchased through this RFQ shall have a one-year term, which may only be renewed by the Department through a new purchase order. The aforementioned provision is non-negotiable.

36.0 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Contractor, Customers may make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other Purchaser.

37.0 PRICE ADJUSTMENTS

The Contractor shall apply to the Department and Purchaser any price decrease effectuated during the Contract term by reason of market change or special sales offered to other customers. Such a price decrease applies regardless of whether any related equipment is rented or leased by the Department or Purchaser under the Contract. Price increases are rejected, unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term.

38.0 FINANCIAL STABILITY

The Contractor is required to have financial stability in accordance with section 287.057 (27)(b), F.S. The Department will not entertain terms and condition negotiations with third parties regarding financing or funding associated with this RFQ.

39.0 RFQ ATTACHMENTS

Attachment A, Price Sheet
Attachment B, Contact Information Sheet

Agency Term Contract (Redlines or modifications to the ATC are not permitted.)
Department’s Purchase Order Terms and Conditions
Non-Disclosure Agreement (Redlines or modifications to the NDA are not permitted.)

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ATTACHMENT A
PRICE SHEET

I. Alternate Contract Source (ACS)

Check the ACS contract the Quote is being submitted in accordance with:

______ 43210000-US-16-ACS Technology Products, Services, Solutions, and Related Products and Services

______ 43230000-NASPO-16-ACS Cloud Solutions

______ 43230000-23-NASPO-ACS Software Value Added Reseller (SVAR)

II. Pricing Instructions

The vendor shall provide fixed rates quoted at or below the rates in the applicable ACS contract selected in Section I above. FL[DS] anticipates purchasing the endpoint detection and response Solution for FL[DS] and all Customers. No matter the quantity, the vendor may not exceed the quoted unit price. The Department reserves the right to utilize the quoted unit pricing during the term of any applicable ATC and PO. Prices are ceiling rates inclusive of any and all costs associated with providing services.

III. Pricing

Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per Device**
1	**Initial Software Year** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ __________
2	**Subsequent Software Year** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **ongoing training** • integration maintenance • support services	$ __________

Optional Renewal Term Pricing (Years 4-6)		
Item No.	**Description**	**Rate Per Device**
1	**<u>Initial Software Year</u>** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ ___________
2	**<u>Subsequent Software Year</u>** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **ongoing training** • integration maintenance • support services	$ ___________

IV. ACS Price Breakdown

In the table below, the vendor shall provide the pricing breakdown to document the pricing is in accordance with the applicable ACS contract. The vendor shall provide the ACS SKU Numbers, ACS SKU Descriptions, Market Price, and ACS Price that encompass the services as described in the RFQ:

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**

Item No. 2 – ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**SKU Description**	**Market Price**	**ACS Price**

V. Waterfall Pricing (Optional)

The Department is seeking an optional waterfall pricing model which leverages volume discounts. Vendors are encouraged to provide a pricing structure which specifies a volume range at which larger discounts could be applied. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

VI. State of Florida Enterprise Pricing (Optional)

The Department is also seeking an optional annual fixed rate to provide the Solution and services to all potential FL[DS] Customers. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

VII. Value-Added Services (Optional)

If vendors are able to offer additional services and/or commodities for endpoint detection and response, at no additional cost to the Department, the vendor may offer the Department value-added services, in addition to the services and/or commodities expressly sought by this RFQ.

Per **Section 31.0**, Scrutinized Companies, a vendor submitting a Quote must certify that their company is not participating in a boycott of Israel. By signing below, the vendor so certifies. Additionally, the person submitting the quote and pricing is authorized to respond to this RFQ on the vendor's behalf, as confirmed by the signature below.

____
Vendor Name

____
Signature

____
FEIN

____
Signatory Printed Name

____
Date

ATTACHMENT B
CONTACT INFORMATION SHEET

I. Contact Instructions

The vendor shall provide the contact information for the Quote and a contact for the resulting ATC and PO contact in the table below.

II. Contact Information

	Contact for Quoting Purposes	Contact for the ATC and PO (if awarded)
Name:		
Title:		
Address (Line 1):		
Address (Line 2):		
City, State, Zip Code		
Telephone (Office):		
Telephone (Mobile):		
Email:		

Purchase Order
Terms & Conditions
Effective September 1, 2015

Section 1. Purchase Order.

A. Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term.
Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance.

A. Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency.
If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees.

A. Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is

confirmed in writing by the Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe.
Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

C. MyFloridaMarketPlace Fees.
The following language is included pursuant to rule 60A-1.031, Florida Administrative Code:

> The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

D. Payment Audit.
Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

E. Annual Appropriation and Travel.
Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

Section 4. Liability.

A. Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance.

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation.

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

E. Performance Bond.

Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

Section 5. Compliance with Laws.

A. Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the

Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying.

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

C. Gratuities.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

D. Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor shall retain such records for three (3) years after the expiration of the Purchase Order, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

E. Public Records.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality.
The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

G. Intellectual Property.
Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

H. Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

Section 6. Termination.

A. Termination for Convenience.
The Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor.

B. Termination for Cause.
If the Agency determines that the performance of the Contractor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b)

notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

Section 7. Subcontractors and Assignments.

A. Subcontractors.

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE.

A. RESPECT.

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

B. PRIDE.

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

Section 9. Miscellaneous.

A. Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.

B. Governing Law and Venue.

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

C. Waiver.

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence.

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check.

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

G. E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

1) All purchases are F.O.B. destination, transportation charges prepaid.
2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
3) No extra charges shall be applied for boxing, crating, packing, or insurance.
4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

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KR2

KR2 Tech's Response to the

Florida Department of Management Services

Request for Quote

Endpoint Detection and Response Solution

Solicitation Number: DMS-22/23-155

Friday,
May 19, 2023

Solution Provided By

CROWDSTRIKE

Company Name	KR2 Technology, LLC
Address	P.O. Box 206 8635 W. Hillsborough Ave Tampa, FL 33615
Website	www.KR2tech.com
Points of Contact	Jon Menendez 850.509.9913 jmenendez@kr2tech.com Glenn Kirkland 850.544.6735 gkirkland@kr2tech.com

KR2 Technology

May 19, 2023

Florida Department of Management Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: KR2 Tech's Response to the Florida Department of Management Services' Request for Quote: Endpoint Detection and Response Solution, Solicitation Number: DMS-22/23-155

Dear Ms. Alisha Morgan,

KR2 Tech appreciates the opportunity to respond to the Florida Department of Management Services (Department)'s Request for Quote (RFQ) for Endpoint Detection and Response Solution. KR2 Tech is proposing CrowdStrike which fully meets the Department's requirements for an Endpoint Detection and Response Solution. Our team has fully considered the Department's requirements outlined in the KR2 Tech and has carefully put together a solution that will best meet your needs.

CrowdStrike solutions are available through multiple cooperative purchasing agreements, including the General Services Administration Multiple Award Schedule and NASPO ValuePoint Contracts:

Contract Vehicle	Contract Number
NASPO ValuePoint Cloud Solutions	Master Agreement: AR2472 Florida Participating Addendum: 43230000-NASPO-16-ACS

Please feel free to contact me directly at 850.509.9913/jmenendez@kr2tech.com or Glenn Kirkland at 850.544.6735/gkirkland@kr2tech.com with any questions or communications that will assist the Department in the evaluation of our response.

Thank you for your time and consideration.

Sincerely,

Jon Menendez

TABLE OF CONTENTS

1) PROPOSED SOLUTION

1) Documentation to describe the endpoint-based asset discovery (agent) software Solution proposed and how it meets the requirements of this RFQ to include the following at a minimum:

Solution Overview

KR2 Tech understands that the Florida Department of Management Services is seeking an Endpoint Detection and Response Solution to collect and analyze endpoint data to detect and respond to threats as specified in this RFQ. As the Prime Contractor, KR2 Tech has assembled a team for the initiative that includes our Solution Provider, CrowdStrike, as the best solution to meet Department's requirements.

Prime Contractor: KR2

KR2 Technology is a Florida based value-added technology solutions provider with offices in Tallahassee, and Tampa. Our principals have over 20 years experience working with best of breed cybersecurity, data analytics, cloud and SaaS companies within the State of Florida to help government solve their challenges and create meaningful outcomes. KR2 is a registered vendor in MyFloridaMarketPlace (MFMP) and authorized re-seller on two recognized state contracts: NASPO ValuePoint Cloud Solutions and the General Services Administration Multiple Award Schedule.

Solution Provider: CrowdStrike

CrowdStrike has redefined security with the world's most advanced cloud-native platform that protects and enables the people, processes and technologies that drive modern enterprise. CrowdStrike secures the most critical areas of risk – endpoints and cloud workloads, identity, and data – to keep customers ahead of today's adversaries and stop breaches. Powered by the CrowdStrike Security Cloud, the CrowdStrike Falcon® platform leverages real-time indicators of attack, threat intelligence on evolving adversary tradecraft and enriched telemetry from across the enterprise to deliver hyper-accurate detections, automated protection and remediation, elite threat hunting and prioritized observability of vulnerabilities – all through a single, lightweight agent. With CrowdStrike, customers benefit from superior protection, better performance, reduced complexity and immediate time-to-value.

Response to Scope of Work Requirements (RFQ Section 6.0)

6.1. Software Solution/Specifications

The Solution shall detect and respond to threats on endpoint devices such as laptops, desktops, servers, and mobile devices. Endpoint Detection and Response (EDR) solutions typically use a combination of techniques such as behavioral analysis, machine learning, and threat intelligence to identify and respond to security incidents in real-time. The primary purpose of EDR is to detect and respond to advanced threats that have bypassed traditional security defenses such as firewalls and antivirus software. This is accomplished by collecting data from endpoint devices, analyzing it for signs of suspicious activity, and taking automated or manual actions to isolate and neutralize threats. EDR solutions can help organizations improve their overall security posture by providing visibility into the activities taking place on endpoint devices, helping security teams respond to incidents more quickly and effectively, and providing valuable information that can be used to improve security processes and policies.

6.1.1. Multi-Tenant
The Solution shall support a multi-tenant, multi-organization architecture. Each tenant must have its own instance and each instance must aggregate up to a single instance and view. The aggregated instance will support enterprise security operations. The Solution shall provide dashboards for single-source visibility into threats, investigations, and trends.

With Falcon Flight Control, customer entities are arranged in a parent/child hierarchy. Through one parent entity, you can manage separate child entities, including managing policies, responding to de-tections, and managing API access. Centrally define and manage different types of policies for all of your child entities from your parent entity.

From the parent entity, you can:

- View and respond to detections for all child accounts
- Manage policies for all child accounts
- Manage users for each child account
- Access Splunk data in Investigate
- Manage API clients and keys

From a child entity, users can:

- Monitor and respond to detections for their specific child entity
- Manage local policies for their specific child entity
- Manage users for their specific child entity

Should your requirements for additional environments change over time, additional instances can be added through the Account Management and Support teams as per your license agreement.

The ingestion and processing layers of the Falcon platform operate in a multi-tenant, aggregate environment. All customer data is tagged by unique customer ID and agent ID values, so that data associated with a specific customer cannot be identified within this aggregated space. Data that has been processed for a specific customer is then placed into a separate, customer-specific storage instance for longer-term analysis purposes. The mapping between customer ID and the customer name is stored separately.

6.1.2. Scalability
The Solution shall provide the ability to scale to support a large number of tenants and their endpoints.

Our platform is 100% SaaS delivered using a native cloud architecture. The platform can dynamically scale with your organization's growth seamlessly.

CrowdStrike is the industry's first cloud native endpoint security platform. The platform is offered as a SaaS service which stores all the configuration and event details without any need for on-premise management infrastructure. The events are stored in the cloud based big data analytics platform and provide a good elastic search capability for admins to perform quick incident investigation.

6.1.3. Cloud Management
The Solution shall be provided as software as a service via cloud-hosted infrastructure to keep current with the latest releases of management server and endpoint agent software. The Solution shall allow capacity extensibility in the cloud with minimal impact on agent or management infrastructure.

The Falcon Platform is easy to deploy, is immediately operational, and simple to maintain. As part of the CrowdStrike platform, the Falcon sensor requires only the installation of a small <80MB agent. The solution is 100% cloud-native and does not require any on-premise hardware or management consoles. The agent can be deployed across the organization without a reboot. The Falcon sensor is immediately operational: As soon as it’s installed, it begins streaming raw EDR data to the cloud, providing visibility across the environment.

Almost zero impact on performance: Thanks to its cloud-native architecture, the Falcon sensor causes almost no additional resource impact on endpoints or the network.

Updates are managed directly from the cloud and occur automatically based on Update Policies. These update policies can be defined to an Auto - Latest, Auto - N-1, Auto - N-2, or static (specific version). Much like initial deployment, updates do not require a reboot.

6.1.4. Managed Security Services
The Solution shall deploy and maintain managed security services to support Purchasers and Customers, particularly the advanced administration requirement of endpoint detection and response tools and incident response capabilities.

The Falcon Complete quote is CrowdStrike's managed offering. The Falcon Complete Team will provide on-boarding, configuration, 24/7 monitoring, and 24/7 remediation services. Complete manages Falcon Prevent (NGAV), Falcon Insight (EDR), Falcon Discover (Asset/Account/Software discovery), and Falcon OverWatch (24/7 threat hunting).

The Complete offering is also backed by a Breach Prevention Warranty at no additional cost. Warranty information can be found at https://www.CrowdStrike.com/endpoint-security-products/falcon-complete/CrowdStrike-falcon-complete-endpoint-protection-warranty-faq/

For further details on Falcon Complete, please see included CrowdStrike Falcon Complete Solution Brief.

6.1.5. Prevention
The Solution shall block malware pre-execution using the platform's antimalware prevention program.

Yes, the Falcon sensor utilizes Machine Learning for pre-execution and monitors all processes post-execution for signs of malicious behavior. Malicious behavior is referred to as an Indicator of Attack (IOA), and Falcon will detect / prevent malicious IOAs. CrowdStrike aligns all behavioral based detections to the MITRE ATT&CK framework. Each detection will outline the Severity, Objective, Tactic & Technique and MITRE Technique ID. CrowdStrike also enriches each Detection with Indicator of Attack (IOA) that triggered the detection as well as a Note specific to the detection on what was seen and what to do about it.

6.1.6. Product Usability
The Solution shall provide easy to understand, user-friendly interfaces with intuitive designs to facilitate user engagement, and clear documentation and support resources which instruct on use of the Solution.

The CrowdStrike solution is a native 100% cloud security-as-a-service (SaaS) platform. CrowdStrike Falcon enables management of all endpoints, modules and applications, irrespective of their location, from a single intuitive cloud console providing a consolidated view into all assets for the enterprise. While the sensor is lightweight, the SaaS-based Falcon platform is highly scalable. After the initial deployment of the sensor, all subsequent updates are managed centrally from the cloud. The Falcon Sensor provides a Sensor Update Policy to automatically and silently update sensors in alignment with the change management controls (e.g. N-1, N-2). Sensors are monitored and can be grouped or pinned to a specific version. The unified agent does not require a reboot or installation of additional components to turn on additional modules.

The Falcon console is easy to use with a detailed document available online. As real-time telemetry is recorded, the dashboard data is accurately reflected in the current environment. There are several custom dashboards that can be created as well.

CrowdStrike has a variety of built-in dashboards within the console to provide detailed visualized reporting statistics and important metrics of the data consumed by the Falcon sensor including, but not limited to:

- Executive Summary - sensor statistics (online, platform, sensors requiring attention), Detections by Scenario, Detections by Severity, Top 10 Hosts (detections), Top 10 Users (detections), Top 10 Files (malicious and suspicious) and a global map of all active sensors.
- Detection Activity - Detection type, severity, time/date, user, filename/process, command-line args, Virus Total AV hits and device type.
- Detection Resolutions - Current status (pie chart), Detections worked by Analyst, Unresolved Detections, False Positives, True Positives, Detection Resolution Activities, Resolution History.
- Trending data can be obtained by using the 'Timeline' features available in the 'Investigate App'. Search criteria are based on host or process, the information displayed can be filtered over a certain time period e.g. Process activity over 7 days, including details if it's trending up or down. If a high-level search term is used, the search results will show the first time that Falcon has seen the event and the last time.

The Falcon console allows for the creation of custom dashboards and reports. The raw telemetry data collected from Falcon Insight can be queried to build customized reports from raw telemetry with custom search queries. Data can be represented in reports by choosing columns fields output filters, count, statistical analysis, pattern analysis, visualization analysis etc. to produce different pie, bar, histogram etc. charts in reports. All of these reports can also be exported via XML, CSV or JSON format and can be ingested into other tools.

CrowdStrike Elite or Essential Support is the recommended CrowdStrike Support package for most customers.

Essential Support is designed for larger organizations and increases the level of support offered, prioritized case handling, dedicated phone line, enhanced support portal, knowledge transfer, and a TAM is assigned inc quarterly check-ins.

- Priority 1 issues see an initial response within an hour and follow up on an hourly basis.
- Priority 2 issues see an initial response within 4 hours and follow up every 8 hours.
- Priority 3 issues see an initial response within 4 hours and follow up the (NBD).
- Priority 4 issues see an initial response NBD with follow up until completion.

Elite Support is designed for large organizations and builds on Essential support. A named Technical Account Manager (TAM) is assigned for direct communication, expert technical help and highly pre-dictable response times. Communication is frequent, with customized health checks and reports. The assigned TAM works pro-actively to ensure the smooth running of the solution.

- Priority 1 issues see an initial response within an hour and follow up on an hourly basis.
- Priority 2 issues see an initial response within 4 hours and follow up every 8 hours.
- Priority 3 issues see an initial response within 4 hours and follow up the (NBD).
- Priority 4 issues see an initial response NBD with follow up until completion.

For answers to technical questions or issues, or for more information regarding detections, support subscribers can contact our Technical Support Team 24/7 and for critical and high priority issues (P1 and P2) via an Australian phone number.

Standard support coverage is provided Monday - Friday 8am to 6pm local time, by our technical ac-count managers that reside in Australia either via email or through our support portal and are part of our global support organization.

Please refer to the additional information on our support offerings below.

CrowdStrike Products

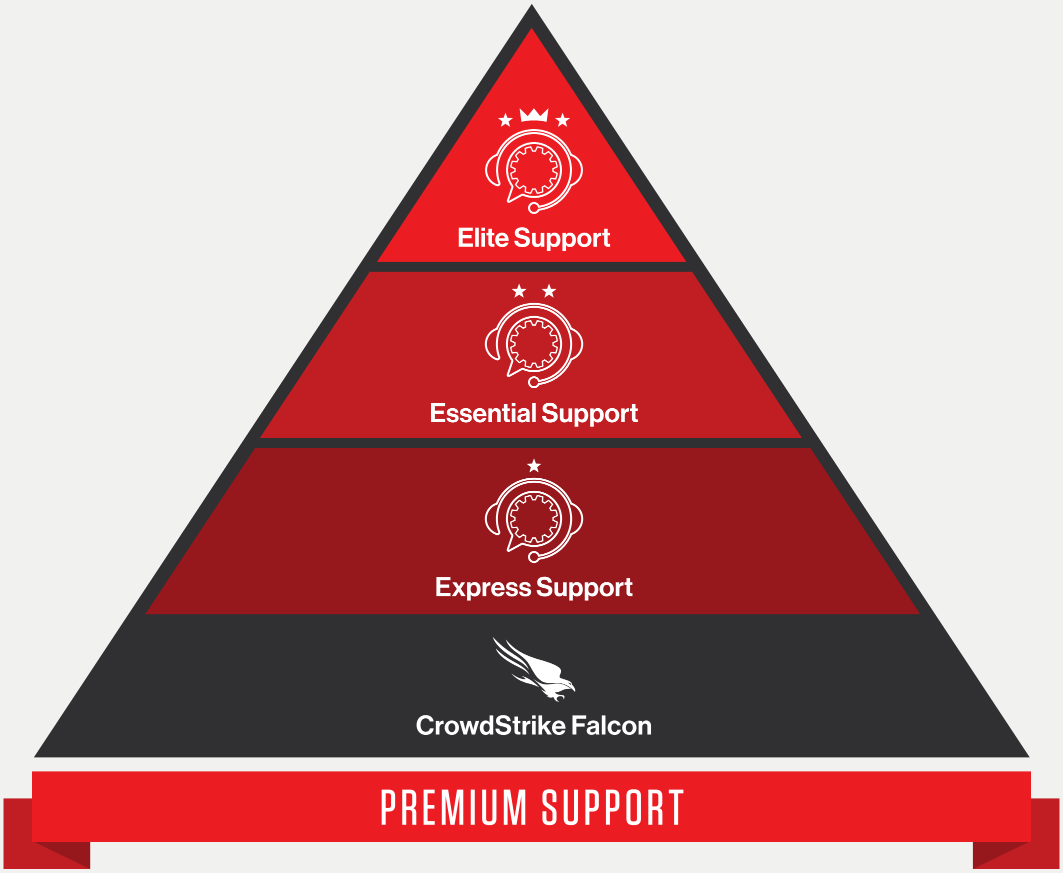
CROWDSTRIKE FALCON PREMIUM SUPPORT

Superior technology plus premium support delivers maximum protection for your business

CROWDSTRIKE FALCON PREMIUM SUPPORT

THE CROWDSTRIKE SUPPORT ORGANIZATION IS DEDICATED TO RESOLVING ISSUES QUICKLY AND EFFECTIVELY

CrowdStrike provides multiple levels of support so you can choose the level that best fits your organization's requirements and ensures that you receive the most benefit from your investment in the CrowdStrike Falcon® platform.



Elite Support: The highest level of support provided by CrowdStrike, designed for large enterprises or complex environments. Provides access to a Technical Account Manager with industry-specific knowledge of your business.

Essential Support: For mid-sized enterprises or complex environments who could benefit from proactive engagement to help ensure your team is able to take advantage of the robust CrowdStrike ecosystem.

Express Support: For small to medium sized corporate IT environments where deployment and operational issues must be addressed quickly.

Standard Support: Bundled free with all Falcon subscriptions, providing basic support services.

CrowdStrike Products

CROWDSTRIKE FALCON PREMIUM SUPPORT

Support Level	Standard	Express	Essential	Elite
Technical Support				
Support Portal (Knowledge Base, Case Submissions)	✓	✓	✓	✓
24/7/365 Phone Support	P1 only	✓	✓	✓
Live Chat (Business Hours)		✓	✓	✓
Case Prioritization		High	Higher	Highest
Critical Incident Management				✓
Technical Account Management				
TAM Assignment		Pooled	Product Specialist	Product & Industry Specialist
Health Check		Quarterly	Quarterly	Monthly
Quarterly Reports		✓	✓	✓ (On site up to 2x per year)*
Product Enablement		Webinar only	Delivered by TAM**	Guided Workshops
Proactive Case Management			✓	✓
Proactive Engagements for Relevant Product Updates or Issues			✓	✓
Scheduled Operations Reviews			✓	✓
Success Planning				✓
Partnership on your Strategic Initiatives				✓
Release Review				✓
Additional TAM for Global Coverage				✓ (at additional cost)

* Additional costs may be required
** As part of regularly scheduled TAM engagements

CROWDSTRIKE FALCON PREMIUM SUPPORT

Support Level	Standard	Express	Essential	Elite
New Customer Onboarding				
Onboarding Webinar		✓	✓	✓
Kick-off Call			✓	✓
Guided Onboarding Experience with an Assigned Onboarding Specialist			30 days	90 days

SUPPORT CARE

RESPONSE TIME

Standard: The support engineer responds to technical issues within one business day of opening a support case.

Express and Essential: The support engineer responds to technical issues within four hours of opening a support case or one hour for P1 critical issues.

Elite: The support engineer responds to technical issues within four hours of a opening a support case or one hour for P1 critical issues. Additionally, for critical issues, your TAM will open a communication bridge with your team to address the issue and will coordinate the required CrowdStrike resources for fast resolution.

ACCOUNT CARE

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.

TECHNICAL ACCOUNT MANAGER TEAM

Express, Essential and Elite: You receive direct access to the TAM team, which will be your liaison to support and product management.

ABOUT CROWDSTRIKE

CrowdStrike (Nasdaq: CRWD), a global cybersecurity leader, has redefined modern security with the world's most advanced cloud-native platform for protecting critical areas of enterprise risk — endpoints and cloud workloads, identity and data.

Powered by the CrowdStrike Security Cloud and world-class AI, the CrowdStrike Falcon® platform leverages real-time indicators of attack, threat intelligence, evolving adversary tradecraft and enriched telemetry from across the enterprise to deliver hyper-accurate detections, automated protection and remediation, elite threat hunting and prioritized observability of vulnerabilities.

Purpose-built in the cloud with a single lightweight-agent architecture, the Falcon platform delivers rapid and scalable deployment, superior protection and performance, reduced complexity and immediate time-to-value.

CrowdStrike: **We stop breaches.**

Learn more: **https://www.crowdstrike.com/**
Follow us: **Blog | Twitter | LinkedIn | Facebook | Instagram**
Start a free trial today: **https://www.crowdstrike.com/free-trial-guide/**

6.1.7. Administration and Management Usability
The Solution shall have an easy-to-use administration console and allow straightforward ongoing management that utilizes a lightweight agent with low impact on potential performance.

The CrowdStrike solution is a native 100% cloud security-as-a-service (SaaS) platform. CrowdStrike Falcon enables management of all endpoints, modules and applications, irrespective of their location, from a single intuitive cloud console providing a consolidated view into all assets for the enterprise. While the sensor is lightweight, the SaaS-based Falcon platform is highly scalable. After the initial de-ployment of the sensor, all subsequent updates are managed centrally from the cloud. The Falcon Sensor provides a Sensor Update Policy to automatically and silently update sensors in alignment with the change management controls (e.g. N-1, N-2). Sensors are monitored and can be grouped or pinned to a specific version. The unified agent does not require a reboot or installation of additional components to turn on additional modules.

The Falcon console is easy to use with a detailed document available online. As real-time telemetry is recorded, the dashboard data is accurately reflected in the current environment. There are several custom dashboards that can be created as well.

CrowdStrike has a variety of built-in dashboards within the console to provide detailed visualized re-porting statistics and important metrics of the data consumed by the Falcon sensor including, but not limited to:

- Executive Summary - sensor statistics (online, platform, sensors requiring attention), Detections by Scenario, Detections by Severity, Top 10 Hosts (detections), Top 10 Users (detections), Top 10 Files (malicious and suspicious) and a global map of all active sensors.
- Detection Activity - Detection type, severity, time/date, user, filename/process, command-line args, Virus Total AV hits and device type.
- Detection Resolutions - Current status (pie chart), Detections worked by Analyst, Unresolved Detections, False Positives, True Positives, Detection Resolution Activities, Resolution History.
- Trending data can be obtained by using the 'Timeline' features available in the 'Investigate App'. Search criteria are based on host or process, the information displayed can be filtered over a certain time period e.g. Process activity over 7 days, including details if it's trending up or down. If a high-level search term is used, the search results will show the first time that Falcon has seen the event and the last time.

The Falcon console allows for the creation of custom dashboards and reports. The raw telemetry data collected from Falcon Insight can be queried to build customized reports from raw telemetry with custom search queries. Data can be represented in reports by choosing columns fields output filters, count, statistical analysis, pattern analysis, visualization analysis etc. to produce different pie, bar, histogram etc. charts in reports. All of these reports can also be exported via XML, CSV or JSON format and can be ingested into other tools.

The sensor is extremely lightweight and installs in under 5 minutes. There is no active disk scanning on the endpoint so there is no user impact. We consume on average 1-3% CPU, less than 80MB disk space, and around 3-5MB of network traffic per sensor per day.

6.1.8. Endpoint Detection and Response
The Solution shall record system behaviors to detect suspicious events, investigate and block malicious activity, and contain malicious activity at the endpoint. The Solution shall use the data to investigate and provide remediation guidance for any affected systems.

CrowdStrike detects and prevents malicious activity using a variety of methods. On the malware side, we are utilizing Machine Learning to automatically identify malicious executables without having to rely on signatures, and leveraging IOCs such as known hashes. For file-less attacks, we offer exploit detection, script control, behavioral pattern identification, and human threat hunting (Overwatch). CrowdStrike also employs a dedicated Threat Intelligence team to assist in identifying and tracking emerging threats. These are all maintained in our cloud, so they are constantly being updated and refreshed automatically. Endpoint activity data is generated by the Falcon sensor (endpoint agent) and streamed to the cloud in near-real time. Using our Real Time Response EDR feature, we are able to remotely connect to a sensor a capture events as well as network contain a device. We are also able to network contain a device to limit its network interaction.

CrowdStrike Falcon OverWatch managed threat hunting service offers the expertise of an elite group of a global cyber intrusion detection analysts and investigators, all dedicated to proactively hunting for adversary activity in your environment and on your behalf 24/7. The Falcon OverWatch team hunts for subtle signs of attack and alerts you when it identifies adversary activity; by doing so the Falcon Over-Watch team seamlessly augments your in-house security resources and capabilities to pinpoint malicious activities at the earliest possible stage, stopping adversaries in their tracks.

Our OverWatch threat hunting cloud module combines world class human intelligence from our elite security experts with the power of Threat Graph. OverWatch is a force multiplier that extends the capabilities and improves the productivity of our customers' security teams. Because our world class team can see attacks across our entire customer base, their expertise is enhanced by their constant visibility into the threat landscape.

CrowdStrike's Falcon Complete is a 100% hands-off and worry-free endpoint protection solution which uniquely provides the people, process, and technology required to handle all aspects of endpoint security, from on-boarding and configuration to maintenance, monitoring, incident handling and remediation 24/7/365.

6.1.9. Endpoint Protection Platform Suite
The Solution shall use an extended portfolio of security tools, like endpoint firewalls, device and application control, application inventory, signature matching, vulnerability and patch management and others, plus network-level tools such as secure email and sandboxing.

The CrowdStrike solution does not require signatures. Falcon specifically avoids signatures as they are a weak point in traditional AV solutions but we do detect malicious executables as they are written to disk. On-demand scanning is an approach that was introduced by traditional "signature based" AV engines as their detection capabilities changed between signature updates. This methodology has proven to be ineffective at stopping breaches and burdensome on the end user client from a performance perspective. CrowdStrike was built from the ground up as a native cloud-based endpoint security solution to provide a better way of attacking this problem. Instead of focusing on a signature for a file and their inherited disadvantages, the use of Machine Learning, Behavior analysis, Intelligence and man-aged threat hunting with EDR provides a complete view to detect and prevent an attack. This has proven to be a much better approach than that of legacy vendors and has been adopted by many large organizations and government entities that must meet audit requirements. With Falcon Intelligence, any file that is quarantined will be automatically submitted to the Falcon Sandbox. The sandbox results are populated within the alert in the UI. This provides an easy workflow for an analyst to see what a blocked/quarantined file would have done had it been allowed to execute. Files and URLs can also be submitted manually to the sandbox.

CrowdStrike also offers security tools to manage the endpoints' Windows/Mac firewalls, Device Control to gain visibility and secure removable media such as USBs, Discover to enumerate all software and used software in the environment, and Spotlight to list all CVEs and patching while aligning them to risks scores associated with live adversary usability (active used in the wild) to help prioritize patching and remediation. CrowdStrike offers security tools to manage the endpoints' Windows/Mac firewalls, Device Control to gain visibility and secure removable media such as USBs, Discover to enumerate all software and used software in the environment, and Spotlight to list all CVEs and patching while aligning them to risks scores associated with live adversary usability (active used in the wild) to help prioritize patching and remediation.

6.1.10. Operating System Support
The Solution shall protect a wide range of operating systems, including Windows, MacOS and Linux, and mobile operating systems like iOS and Android. The Solution shall provide specific functions for cloud, virtual and container-based workloads.

The CrowdStrike Falcon sensor supports the following currently and continues to support new OS models:

- Win Server 2008 R2 SP1+ through Server 2022 21H2
- Win 7 SP1+ through Win 11 22H2 Sun Valley
- Mac BigSur 11 through Ventura 13
- IOS and Android 10-13 for Mobile devices

Kernel mode is supported in these Linux OS platforms:
Alma Linux, Amazon Linux, CentOS, Debian, Oracle, RedHat, Rocky, SUSE, OpenSuse, Ubuntu, as well as Graviton versions of these.

For a full list, please ask for the updated versioning which are constantly being updated to keep pace with newly released Linux versions.

Container support is also available for protecting cloud workloads and runtimes:

- Amazon Elastic Kubernetes Service (EKS) with FarGate as well as on linux such as Amazon Linux or Bottlerocket
- Google Kubernetes Engine (GKE) with pods on cos_containerd
- Amazon Kubernetes Service (AKS) with pods on linux such as Ubuntu
- OpenShift 4.7 with pods on RedHat CoreOS

Full lists of supported container solutions can be provided as required.

6.1.11. Data Management and Storage

The Solution shall provide required data storage capacity, file types, and locations, as well as processes such as disaster recovery, rollbacks, extraction, or eradication.

The data storage model is centralized and data is all stored in the cloud so the current status of end-point doesn't affect the query results.

Searching of large queries going back days and months is typically returned in 5 seconds without any impact on the agent. One of the most powerful features of Falcon Platform is the fact that all metadata is stored in the cloud. This means when you query for any artifact on an endpoint you are querying the cloud not the endpoint and therefore return immediate results whether the endpoint is online or offline at the time of question/investigation.

The Falcon platform provides a very granular view on what is occurring on the endpoint by capturing forensic details of process activity, user behaviors, host proliferation, malware activity, disk operations, network events, file details, registry operations, application details, loaded DLLs and admin tool usage, to name a few. The Falcon Sensor will capture actions, command line details covering all phases of the attack continuum by the built-in EDR capabilities. The sensor is capturing over 400+ event types of data from the endpoint and streamed to the cloud. The data is then indexed and becomes searchable within seconds of the event occurring, where it can be further analyzed. The events and details captured are critical to swiftly and effectively conduct investigations or forensic analysis based on an individual endpoint or the entire fleet and the intuitive UI allows you to get their answers in seconds putting no stress on their endpoints. Using a cloud-based approach translates into a one-click visibility into current and historic endpoint activity across the entire environment.

6.1.12. Performance Management

6.1.12.1. The Solution shall provide proactive alerts on system events, as well as logging and resolution reporting on all issues.

The Solution can provide alerts at the system level presented to the user (optional), recorded in the console, and offloaded to third-party tools. Automated workflows can be created to gather additional resources to be sent via email, slack/teams, or ServiceNow. The Administrators can configure any of these options easily to fit the level of alerting required.

6.1.12.2. The Solution shall provide the ability to identify unhealthy agents on endpoints and self-heal issues. Any endpoints that cannot be self-healed must be reported through the administration console and reports.

All sensor activity will be recorded; if a detection or incident is detected, they will be automatically remediated by the solution. In the case that Falcon OverWatch and/or Complete are active, additional resources and information will be given if additional steps need to be taken or have already been taken on behalf of the customer. Additional metrics such as detections that were not blocked/remediated (ex: if in monitor-only) can be easily seen via the UI or through reporting.

6.1.13. Security

The Solution shall offer configurable controls that extend data and transaction security and compliance to third-party platforms or hosting providers the Solution uses. The Solution shall document security policies, audits, attestations or evaluations for compliance needs.

CrowdStrike is an API-first company and Falcon Connect provides bi-directional APIs, resources and tools needed by customers and partners to develop, integrate and extend the use of the Falcon Platform itself, and to provide interoperability with other security platforms and tools. The CrowdStrike Orchestration and Automation initiative builds on CrowdStrike's Elevate Partner Program for technology partners, making it easy for you to seamlessly integrate Orchestration Platforms like ServiceNow, Swimlane, Phantom, Demisto or use the APIs instead of the console. The CrowdStrike API is a set of REST-based API endpoints that allow you to perform actions programmatically instead of using Falcon console.

All CrowdStrike Threat Intelligence data is available in extensive APIs. These APIs allow for the integration into virtually any system, though we most commonly see integrations into products designed for:

- Aggregation
- Analytics
- Network/Detection
- Orchestration

For any system without a pre-existing integration, the CrowdStrike Threat Intelligence APIs enable customers to enhance their existing workflows and security investments. We recognize customers may be using a variety of security products to protect their environment, and designed our platform to be as open and extensible as possible. The Intelligence APIs offer you the opportunity to leverage the platform alongside existing security investments to ensure complete integration from intelligence to workflow automation.

A REST-based API, using OAuth 2.0 authentication, enables you to benefit from feeds of information spanning indicators, adversaries, news, and customized threat alerts.

Security documentation regarding policies, audits, attestations, or evaluations can be made available under NDA.

6.1.14. Data Management
The Solution shall enable monitoring, reporting, and management of data sharing, as well encryption and security for data at rest and in motion.

Data and telemetry gathered by the sensor is sent over 443 directly to the CrowdStrike Cloud.
All data in transit is secured by TLS 1.1/1.2 AES-128 using OS embedded FIPS 140-2 validated libraries. The connection between the endpoint and the cloud also uses pinned certificates to prevent man-in-the-middle attacks.

CrowdStrike uses Amazon Direct Connect between the cloud and our data centers.

We then use a mixture of high capacity MPLS and fiber to form our private data center network.

Transport outside of CrowdStrike's control over the WAN is encrypted using AES-256.

We perform encryption at rest at the volume of file-system level. Due to the nature of our platform, database-level encryption is not supported.

6.1.15. Disaster Recovery and Backup
The Solution shall enable processes such as disaster recovery, rollbacks, and version control.

All endpoints protected by CrowdStrike connect to the cloud directly, regardless of whether they are on premise or off premise. Updates are downloaded directly from the cloud by the sensor, and do not require a reboot of the host. Sensor updates are controlled through logical groups of endpoints and can be throttled. Sensor update policy supports QA, N-1 and N-2 versioning to meet required change controls, along with locking to specific supported sensor versions. If desired, updates can occur during specific time windows. Sensor version rollback is also done directly from the Cloud UI.

6.1.16. Identity and Access Management
The Solution shall provide capabilities such as user authentication, password policy management, two factor authentication, single sign on, and role-based access.

Yes, two-factor authentication can be a requirement access to the Falcon console. Single Sign-On (SSO) is also supported through SAML 2.0 Identity Providers (IdP). CrowdStrike fully supports Role Base Access Control (RBAC) through a robust set of Roles that can be assigned to Falcon Admins / Analysts.

6.1.17. Network
The Solution shall leverage network technologies like software-defined wide area networks and over-the-top monitoring to ensure the optimal performance of the Solution.

All communication traverses directly to the CrowdStrike cloud or routed through a proxy server where uptime, metrics, performance and health are reported. The sensor will also report performance on the system in which it is installed.

6.1.18. Compliance and Third-Party Certification
The Solution shall comply with relevant standards like General Data Protection Regulation (GDPR), Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act, Personally Identifiable Information (PII) data requirements, Driver Privacy Protection Act, and third-party certifications such as Systems and Organizations Controls 2 (SOC 2) and International Organization for Standardization (ISO) 27001. The Department, Purchaser, or Customer may require Contractor(s) to execute security agreements, including but not limited to, CJIS riders or Business Associate Agreements as a condition of performance or purchase order issuance.

CrowdStrike complies with these standards and documentation can be provided under NDA if or when necessary.

6.1.19. Configuration and Customization

The Solution shall allow customization of the standard deployed solution with custom user interfaces, data tables, process components, and business logic.

The Falcon console allows for the creation of custom dashboards and reports. The raw telemetry data collected from Falcon Insight can be queried to build customized reports from raw telemetry with custom search queries. Data can be represented in reports by choosing columns fields output filters, count, statistical analysis, pattern analysis, visualization analysis etc. to produce different pie, bar, histogram etc. charts in reports. All of these reports can also be exported via XML, CSV or JSON format and can be ingested into other tools.

CrowdStrike Orchestration and Automation initiative builds on CrowdStrike's Elevate Partner Program for technology partners, along with the rich and updated APIs, making it easy for customers to seamlessly integrate Orchestration Platforms like ServiceNow, Swimlane, Phantom, Demisto, D3 Security, DFLABS, SIEMPLIFY and others. More information on the Elevate Technology Partner Ecosystem can be found here: https://www.CrowdStrike.com/partners/technology-partners/

6.1.20. Role-Based Access
The Solution shall provide the ability to create customizable role-based personas based on responsibility.

The CrowdStrike Falcon Platform utilizes Role-Based Access Control (RBAC) for granular access. A user account's role(s) determine permissions or access to features and functionality in the Falcon console. In order to grant access to the features you want, you can assign multiple roles to a single user. RBAC can be applied at a Global or Local CID level using the multi-tenant (Falcon Flight Control) architecture for management.

6.1.21. Data Export
The Solution shall provide the ability to generate a customizable export of data based on user filters for assets, services, and issues present within the platform.

Each widget retrieves info from a single data type, such as host info or detections. Preset dashboards usually contain info about a single area of Falcon, such as hosts, detections, or intel. However, in custom dashboards, you can combine widgets from any data types into a single dashboard. Each widget in a dashboard refreshes about once per minute.

You can also create scheduled reports to get automatic, recurring updates of the data that matters most to you. You can download and share your scheduled reports, and receive a notification each time a new report is available.

CrowdStrike is an API-first company and Falcon Connect provides bi-directional APIs, resources and tools needed by customers and partners to develop, integrate and extend the use of the Falcon Platform itself, and to provide interoperability with other security platforms and tools. The CrowdStrike Orchestration and Automation initiative builds on CrowdStrike's Elevate Partner Program for technology partners, making it easy for you to seamlessly integrate with third-party Security Operations Platforms.

6.1.22. Integration

6.1.22.1. The Solution shall integrate with the Department's existing security tools such as firewalls, antivirus software, endpoint management solutions and security information and event management (SIEM) systems. The Customer shall determine if the Solution is able to integrate with the Customer's security tools. The Contractor shall take any steps necessary to support Customer integration.

These connections are supported via the CrowdStrike store, XDR connectors or API connections.

6.1.22.2. The Solution shall be capable of data integration through common exchange techniques and frameworks such as RESTful Application Programming Interfaces (APIs).

The CrowdStrike API is a set of REST-based API endpoints that allow you to perform actions programmatically instead of using Falcon console.

6.1.22.3. The Solution shall be capable of integrating with a variety of identity and access management (IAM) systems to meet Customer current and future needs.

Falcon platform allows for SSO integrations via SAML 2.0 Identity Providers (IdPs). Any SAML 2.0 compliant IdP should work. The current officially supported Single Sign-On (SSO) IdPs include:

- -Okta
- -Ping One
- -PingFederate
- -Active Directory Federation Services (AD FS)
- -Azure AAD

6.1.22.4. Initial Integration shall include connecting each Customer to the state Cybersecurity Operations Center (CSOC) and validating with FL[DS] that all Solution data is properly integrated, as requested by the Customer.

All telemetry can be sent to the FLDS CSOC facilitating connection as requested by the customer. These connections can be audited for connectivity in the console.

6.1.22.5. Integration Maintenance may be required after initial integration to ensure that the Solution properly exchanges data between Customers and the CSOC. The Contractor shall address any concerns that FL[DS] has regarding integration issues.

Through Support and the Falcon Complete team (MDR), these are supported connections.

6.1.23. Performance and Availability
The Solution shall perform in accordance with the approved Service Level Agreement (SLA) (see Section 10.2) and be available 99.999% of the time per month.

6.1.23.1. The performance and availability SLA shall provide information on performance and availability objectives for the Solution to perform successfully and be available 99.999% of the time per month.

We leverage the Amazon cloud and have built the CrowdStrike platform to be fully cloud based from its inception. This allows CrowdStrike to provide a reliable and resilient back end to reduce downtime and sometimes eliminate downtime due to unforeseen outages. Our SLA's and services are tracked internally, and disruptions are disclosed to the customer along with details of resolutions.

6.1.23.2. The vendor shall propose meaningful financial consequences in the draft performance and availability SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

CrowdStrike is willing to discuss financial consequences with FLDS and Customer.

6.2. Training and Support

Through the Solution, the Contractor shall provide all consulting, training, and support to the Customer and FL[DS] to ensure successful implementation of the Solution and ongoing support as necessary and as defined by FL[DS] to include, but not be limited to:

6.2.1. Consult with and the Department, the Purchaser, and the Customer to ensure the Department, the Purchaser, and the Customer have the information necessary for decision-making.

Communication is key to drive success; the CrowdStrike teams will facilitate and ensure all necessary information is available as a partner and advisor.

6.2.2. Adhere to the FL[DS]-approved training SLA that specifies the objectives, description of the materials/resources provided to meet the objectives, suggested method of training (in-person, live webinar, online course, etc.), and specific training suggested for each user roles.

Training is available through the CrowdStrike University online training portal. There is robust product documentation as well as access to our support portal with a comprehensive knowledge base that includes best practices and recommendation videos. Apart from basic 100-level classes, more advanced classes are available with learning paths to certification for the CrowdStrike Certified Falcon Administrator (CCFA), CrowdStrike Certified Falcon Responder (CCFR), and the CrowdStrike Certified Falcon Hunter (CCFH). There are numerous in-person, live webinars, and instructor-led classes available as well. Additionally, CrowdStrike continues to release new webinars and Wednesday tech talks regarding the modern threat landscape among other current events.

For additional info, please refer to this link: https://www.crowdstrike.com/endpoint-security-products/crowdstrike-university/

6.2.2.1. The training SLA must specify Initial Training (included in Item No. 1 on Attachment A, Price Sheet) provided and Ongoing Training provided (included in Item No. 2 on Attachment A, Price Sheet).

Initial training and ongoing training are provided within the proposed solution.

6.2.2.2. The vendor shall propose meaningful financial consequences in the draft training SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

CrowdStrike is willing to discuss financial consequences with FLDS and Customer.

6.2.3. Adhere to the FL[DS]-approved SLA for support service which provides information on support objectives, resources, availability, response times, resolution times and issue criticality levels.

Priority Levels	Initial Response Time	Follow up	Description and Examples	Notes
P1	Standard Support - 1 hours Premium Support -1 hours	Hourly	Standard Support - 1 hour Premium Support - 1 hour Falcon products are impacting your operations business-wide and there is no workaround.	Must be called In
P2	Standard Support - 4 hours Premium Support - 4 hours	8 Hours	Falcon console is experiencing a degradation, but the console is available. Falcon products are impacting a significant portion of operations and there is no workaround. Falcon products are impacting your operations business-wide but there is workaround	Must be called in
P3	Standard Support- Next business day Premium Support - 4 business hours	Every 2 Business Days	General questions. Access requests to portal. Detections questions (purpose of detections, what they found, more information, etc.). Sensor issues impacting up to several non-critical, non-business impacting endpoints.	No need to call in; Support will respond within SLA. Call backs may be requested and scheduled with assigned agent during local business hours. Chat support is for P3 issues during normal business hours.

Falcon Complete

The Complete Team Service Level ("CT SLA") is as follows. Detection Level/Customer Request Average Response Time Critical 1 hour, High 2 hours, Medium 2 hours, Customer Requests made via email 2 hours Response Time. Within the time period designated as the Response Time, where such Response Time begins at the time the Falcon Platform identifies the corresponding detection (Critical, High, Medium), the Complete Team will acknowledge receipt of the critical detection in the Falcon Platform for Covered Devices designated in the Active Security Posture Zones in the Playbook, and begin responding to such detections in accordance with the Playbook. The Detection Level is specified by the Falcon Platform. Additionally, the Complete Team will respond to Customer requests (as indicated above) within the Response Time starting at the time the Complete Team receives the Customer request via email at: falcon-complete@crowdstrike.com.

6.2.3.1. The vendor shall propose meaningful financial consequences in the draft support service SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

CrowdStrike is willing to discuss financial consequences with FLDS and Customer.

6.3. Kickoff Meeting

6.3.1. The Contractor shall conduct a kickoff meeting with the Purchaser to further clarify PO expectations.

CrowdStrike will conduct a kickoff meeting with following meetings as necessary.

6.3.2. If the PO covers more than just the Purchaser, the Contractor shall conduct a kickoff meeting for each Customer on a date and time agreed upon by the FL[DS] (if the Solution is being integrated into the CSOC) and the Customer. The Contractor may hold a kickoff meeting with multiple Customers per meeting.

CrowdStrike can work with each customer. If the customer falls under the parent account in the multi-tenant environment, they will gain support through the Technical Account Manager (TAM) who assists with health checks, meetings, tips, best practices and on-boarding. If they fall outside of that, the purchase would include a TAM to fulfill the same duties as well.

6.3.3. The kickoff meeting for the Customer should include a demonstration of the Solution, or prior to the kickoff meeting, a link may be provided to the Customer to demonstrate the Solution.

CrowdStrike will provide demonstrations for solution sets in which customers are interested in or have purchased.

6.4. Implementation

The Contractor shall implement the Solution with each Customer upon the Purchaser's approval, FL[DS] approval (if the Solution is integrating with the CSOC), and the Customer's approval of the Implementation Plan. The Contractor shall collaborate with the Customer to develop an Implementation Plan addressing all items contained in **Section 6.0**, Scope of Work, and submit it to the Purchaser, FL[DS] as applicable, and the Customer for approval.

The Implementation Plan must include the following at a minimum:

6.4.1. All tasks are required to fully implement and complete Initial Integration of the Solution.

Implementation Plans are included in all deployments via Technical Account Managers (TAMs) including policy staging best practices, configurations and settings. If the Falcon Complete (MDR) package is purchased, the Complete team will perform changes in the console to reflect these best practices if approved by the customer.

6.4.2. Identify if the Contractor, Purchaser, FL[DS] (if applicable), or other Customer is responsible for each task.

CrowdStrike will differentiate responsibilities which are different depending on the package is select-ed - self-managed vs MDR.

6.4.3. Dates that each task (or group of tasks) will be completed by, identify task dependencies, and tasks on the critical path to ensure timely project completion.

Technical Account Managers (TAMs) and the Account Team will track these tasks to ensure that they are completed timely.

6.4.4. Describe necessary training, method of training (e.g., in-person, live webinar, online course), and training dates.

Training is available through the CrowdStrike University online training portal. There is robust product documentation as well as access to our support portal with a comprehensive knowledge base that includes best practices and recommendation videos. Apart from basic 100-level classes, more advanced classes are available with learning paths to certification for the CrowdStrike Certified Falcon Administrator (CCFA), CrowdStrike Certified Falcon Responder (CCFR), and the CrowdStrike Certified Falcon Hunter (CCFH). There are numerous in-person, live webinars, and instructor-led classes available as well. Additionally, CrowdStrike continues to release new webinars and Wednesday tech talks regarding the modern threat landscape among other current events.

For additional info, please refer to this link: https://www.crowdstrike.com/endpoint-security-products/crowdstrike-university/

6.4.5. Describe the support available to ensure successful implementation and Initial Integration.

Falcon Complete is a flat/1 tier fully managed endpoint protection service. There are also product support tiers available. Crowdstrike offers various levels of support: from email communications, access to the support portal, standard troubleshooting or technical assistance; with a dedicated Technical Account Manager (TAM).

Each support issue is prioritized when a support ticket is opened via email, support portal or by phone for CrowdStrike Support's after-hours and emergency line for P1/P2 emergency issues. The Technical Support Engineer (TSE) will either work directly with a customer to resolve an issue or will escalate the issue to the appropriate engineering team. CrowdStrike Standard support is 8 working hours SLA and Premium support is 4 working hours. P1 cases are 1-hour 24x7.

6.4.6. Provide Contractor contact information (name, title, email, and phone number) for the Contractor Representative who is assigned to oversee successful implementation and Initial Integration.

CrowdStrike will provide contact information upon contract award.

6.4.7. Document the frequency and method(s) for the Contractor to communicate the ongoing status of the Implementation Plan to the Purchaser and any other Customers.

The Technical Account Manager (TAM) and Account Team will communicate as frequently as desired by the customer(s) to ensure the implementation plan is executed as intended.

6.5. Reporting

The Contractor shall provide the following reports to the Purchaser:

6.5.1. Quarterly Business Reviews (QBR) which will include, but not be limited to, performance reports and metrics on service level achievements. The Contractor shall schedule a quarterly meeting to review the QBR and document any financial consequences to be assessed as necessary.

Technical Account Managers (TAMs) fulfill this duty. This is included in the support package.

6.5.2. Monthly Implementation Reports shall be provided to the Purchaser to document compliance with Final Implementation Plan(s) and document any financial consequences to be assessed as necessary.

Technical Account Managers (TAMs) or the Complete Team will fulfill this duty. Additionally, reports can be scheduled inside of the console to be delivered to the desired recipients for all quantitative data. TAMs are included in the support package and Falcon Complete is a managed-service offering.

6.5.3. Monthly Training Reports shall be provided to the Purchaser to document all training provided to the Purchaser and any other Customers and document any financial consequences to be assessed as necessary.

Technical Account Managers (TAMs) fulfill this duty. This is included in the support package.

6.5.4. Monthly Service Reports shall be provided to the Purchaser to document Solution performance, availability, response times, and resolution times and document any financial consequences to be assessed as necessary.

Technical Account Managers (TAMs) fulfill this duty. Additionally, these reports can be scheduled and distributed to the desired recipients. This is included in the support package.

6.5.5. Ad hoc reports as requested by the Purchaser.

Technical Account Managers (TAMs) or the Falcon Complete Team can fulfill this duty. Additionally, Ad hoc reports can be generated from the console directly.

6.6. Optional Services

6.6.1. Manage, Detect, and Respond (MDR) If available, the vendor shall provide optional annual pricing along with an SLA to manage, detect, and respond to security issues detected by the Solution.

This would fall under the Falcon Complete Solution which can be applied to Cloud Security, Endpoint Protection, Identity Threat Protection, LogScale or XDR.

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 (typically one week), 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 the Falcon solution, updating, monitoring and tuning Falcon to continuously enhance your security posture. The team also reviews, triages, priorities 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 drastically reduces the risks of a serious breach. In addition, the team assists with guidance and expertise to help your teams with any security con-cerns they might have.

Easy deployment:
As part of the CrowdStrike platform, Falcon Complete requires only the installation of a small <80MB agent, without requiring management infrastructure or management consoles, making deployment easy and efficient. All communications are encrypted in transit and at rest. Standard bandwidth usage is roughly 1-5MB per day per endpoint.

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.

Almost zero impact on performance: Thanks to its cloud-native architecture, Falcon Complete causes almost no additional local resource impact on endpoints or the network.

Includes an exclusive breach prevention warranty of up to $1 million for ultimate peace of mind.

Forrester Wave MDR Leader
Forrester has named CrowdStrike a Leader in the 2023 Forrester Wave for Managed Detection and Response (MDR). According to Forrester, CrowdStrike's "exceptional" Falcon Complete MDR service "blends products, platforms, and services seamlessly for customers."

Additionally, CrowdStrike Falcon Complete MDR achieved the highest detection coverage, accurately and conclusively reporting 99% of the adversary techniques in the 2022 MITRE Engenuity ATT&CK Evaluations for Security Service Providers.

For more information on industry recognition and case studies, please visit
https://www.crowdstrike.com/services/managed-services/falcon-complete/

FORRESTER®

The Forrester Wave™: Managed Detection And Response, Q2 2023

The 13 Providers That Matter Most And How They Stack Up

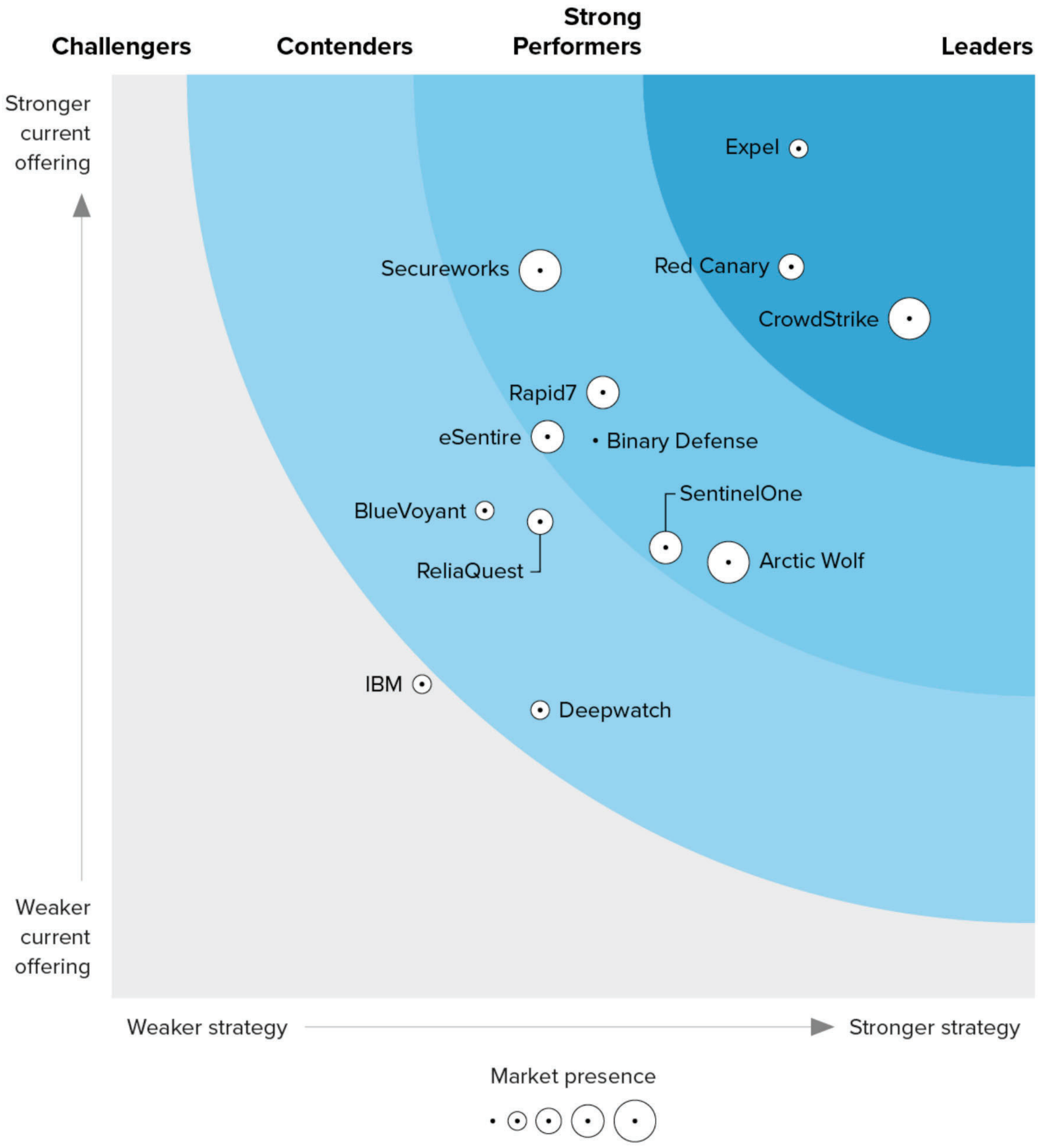
FIGURE 1

Forrester Wave™: Managed Detection And Response, Q2 2023

THE FORRESTER WAVE™

Managed Detection And Response

Q2 2023



Source: Forrester Research, Inc. Unauthorized reproduction, citation, or distribution prohibited.

6.6.1.1. Adhere to the FL[DS]-approved MDR SLA which provides information on MDR objectives, resources, availability, response times, resolution times, and issue criticality levels.

If the SLAs can be given to the Contractor, CrowdStrike can verify the SLAs are appropriate.

Essential Support is designed for larger organizations and increases the level of support offered, prioritized case handling, dedicated phone line, enhanced support portal, knowledge transfer, and a TAM is assigned inc quarterly check-ins.

- Priority 1 issues see an initial response within an hour and follow up on an hourly basis.
- Priority 2 issues see an initial response within 4 hours and follow up every 8 hours.
- Priority 3 issues see an initial response within 4 hours and follow up the (NBD).
- Priority 4 issues see an initial response NBD with follow up until completion.

Elite Support is designed for large organizations and builds on Essential support. A named TAM is assigned for direct communication, expert technical help and highly predictable response times. Communication is frequent, with customized health checks and reports. The assigned TAM works pro-actively to ensure the smooth running of the solution.

- Priority 1 issues see an initial response within an hour and follow up on an hourly basis.
- Priority 2 issues see an initial response within 4 hours and follow up every 8 hours.
- Priority 3 issues see an initial response within 4 hours and follow up the (NBD).
- Priority 4 issues see an initial response NBD with follow up until completion.

For answers to technical questions or issues, or for more information regarding detections, support subscribers can contact our Technical Support Team 24/7 and for critical and high priority issues (P1 and P2) via an Australian phone number.

Standard support coverage is provided Monday - Friday 8am to 6pm local time, by our technical ac-count managers that reside in Australia either via email or through our support portal and are part of our global support organization.

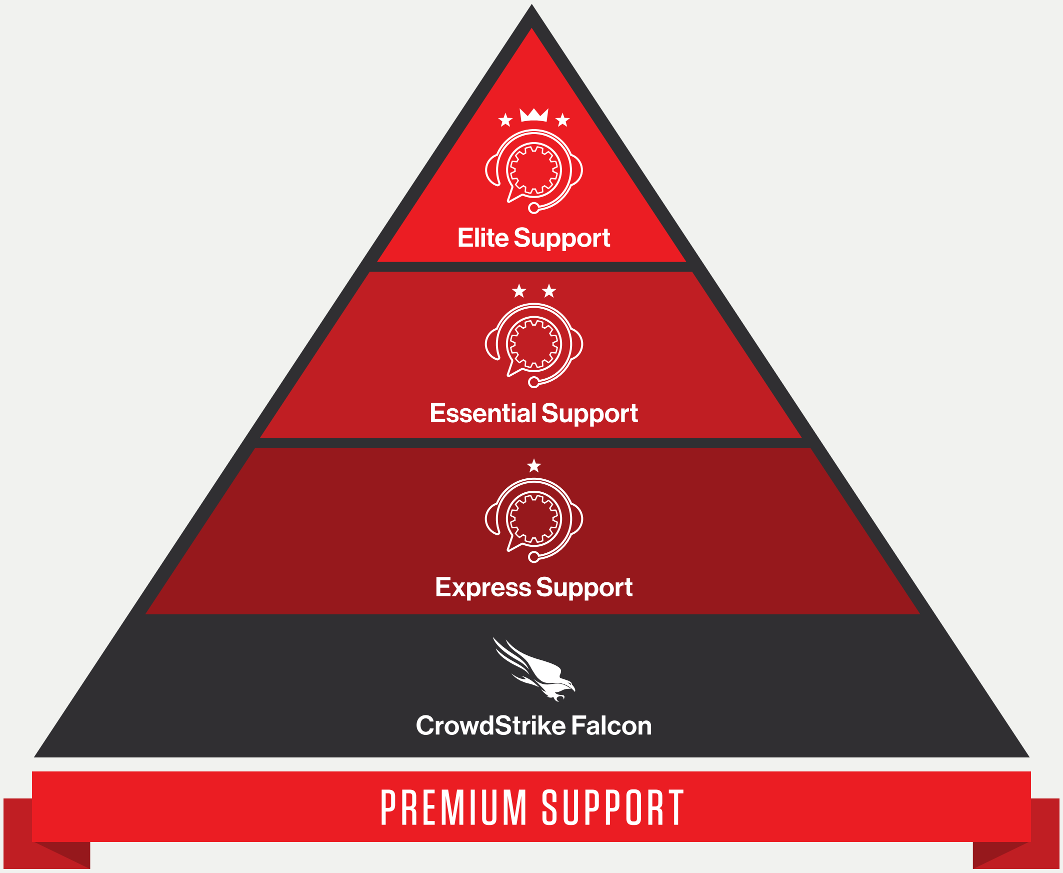
Please refer below to the additional information on our support offerings.

CROWDSTRIKE FALCON PREMIUM SUPPORT

Superior technology plus premium support delivers maximum protection for your business

THE CROWDSTRIKE SUPPORT ORGANIZATION IS DEDICATED TO RESOLVING ISSUES QUICKLY AND EFFECTIVELY

CrowdStrike provides multiple levels of support so you can choose the level that best fits your organization's requirements and ensures that you receive the most benefit from your investment in the CrowdStrike Falcon® platform.



Elite Support: The highest level of support provided by CrowdStrike, designed for large enterprises or complex environments. Provides access to a Technical Account Manager with industry-specific knowledge of your business.

Essential Support: For mid-sized enterprises or complex environments who could benefit from proactive engagement to help ensure your team is able to take advantage of the robust CrowdStrike ecosystem.

Express Support: For small to medium sized corporate IT environments where deployment and operational issues must be addressed quickly.

Standard Support: Bundled free with all Falcon subscriptions, providing basic support services.

CROWDSTRIKE FALCON PREMIUM SUPPORT

Support Level	Standard	Express	Essential	Elite
Technical Support				
Support Portal (Knowledge Base, Case Submissions)	✓	✓	✓	✓
24/7/365 Phone Support	P1 only	✓	✓	✓
Live Chat (Business Hours)		✓	✓	✓
Case Prioritization		High	Higher	Highest
Critical Incident Management				✓
Technical Account Management				
TAM Assignment		Pooled	Product Specialist	Product & Industry Specialist
Health Check		Quarterly	Quarterly	Monthly
Quarterly Reports		✓	✓	✓ (On site up to 2x per year)*
Product Enablement		Webinar only	Delivered by TAM**	Guided Workshops
Proactive Case Management			✓	✓
Proactive Engagements for Relevant Product Updates or Issues			✓	✓
Scheduled Operations Reviews			✓	✓
Success Planning				✓
Partnership on your Strategic Initiatives				✓
Release Review				✓
Additional TAM for Global Coverage				✓ (at additional cost)

* Additional costs may be required

** As part of regularly scheduled TAM engagements

Support Level	Standard	Express	Essential	Elite
New Customer Onboarding				
Onboarding Webinar		✓	✓	✓
Kick-off Call			✓	✓
Guided Onboarding Experience with an Assigned Onboarding Specialist			30 days	90 days

SUPPORT CARE

RESPONSE TIME

Standard: The support engineer responds to technical issues within one business day of opening a support case.

Express and Essential: The support engineer responds to technical issues within four hours of opening a support case or one hour for P1 critical issues.

Elite: The support engineer responds to technical issues within four hours of a opening a support case or one hour for P1 critical issues. Additionally, for critical issues, your TAM will open a communication bridge with your team to address the issue and will coordinate the required CrowdStrike resources for fast resolution.

ACCOUNT CARE

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.

TECHNICAL ACCOUNT MANAGER TEAM

Express, Essential and Elite: You receive direct access to the TAM team, which will be your liaison to support and product management.

ABOUT CROWDSTRIKE

CrowdStrike (Nasdaq: CRWD), a global cybersecurity leader, has redefined modern security with the world's most advanced cloud-native platform for protecting critical areas of enterprise risk — endpoints and cloud workloads, identity and data.

Powered by the CrowdStrike Security Cloud and world-class AI, the CrowdStrike Falcon® platform leverages real-time indicators of attack, threat intelligence, evolving adversary tradecraft and enriched telemetry from across the enterprise to deliver hyper-accurate detections, automated protection and remediation, elite threat hunting and prioritized observability of vulnerabilities.

Purpose-built in the cloud with a single lightweight-agent architecture, the Falcon platform delivers rapid and scalable deployment, superior protection and performance, reduced complexity and immediate time-to-value.

CrowdStrike: **We stop breaches.**

Learn more: **https://www.crowdstrike.com/**
Follow us: **Blog | Twitter | LinkedIn | Facebook | Instagram**
Start a free trial today: **https://www.crowdstrike.com/free-trial-guide/**

6.6.1.2. The vendor shall propose meaningful financial consequences in the draft MDR SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

The MDR solution would be Falcon Complete, where mean time to respond (MTTR) and mean time to detect (MTTD) are handled by this team. There is a price difference between self-managed and man-aged detection and response (MDR) as expected. CrowdStrike will document the financial differences. CrowdStrike is willing to discuss financial consequences with FLDS and Customer.

6.6.2. Future Integrations If available, the vendor shall provide optional pricing along with an SLA for Application Programming Interfaces available for the Solution.

All of CrowdStrike's API integrations are free of charge and easily configurable in the console. Currently CrowdStrike works with over 500 API integrations and partners to ensure ease of connectivity, visibility, and interoperability.

6.6.2.1. Adhere to the FL[DS]-approved SLA for future integrations which include services and solutions that augment, enhance, or expand the Solution in a meaningful way.

Services are available for future expansions or augmentations as necessary where it may fall outside of the scope from the original statement of work. For those that are not regarding existing solutions, these would already be included.

6.6.2.2. The vendor shall propose meaningful financial consequences in the draft future integrations SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

Services are purchased in 40 hour blocks of time at a separate cost. Incident Response Retainers are larger buckets of hours that can be leveraged for IR engagements, tabletop exercises, or converted into Services hours for ad hoc development and implementations. For these or any other proposed future integrations, financial consequences can be discussed in the draft SLA.

Draft Service Level Agreement (Solution Performance and Availability)

a. A draft SLA for Solution performance and availability which adheres to all provisions of this RFQ.

SLAs are described in section 6 above and can be incorporated into contract documents as needed

The SLA around Falcon Platform is 99.9% uptime. We leverage the Amazon cloud and have built the CrowdStrike platform to be fully cloud based from its inception. This means resiliency, redundancy, and high availability are the core facets of the solution. Our backup strategy relies on replication across multiple hot sites, as opposed to cold or warm backup locations. Our cloud infrastructure automatically replaces degraded or failed servers with healthy ones, without loss of data or continuity. Failover testing is part of our routine operational activities as we take systems offline for reconfiguration, patching and upgrades. These are all transparent to the user with zero downtime. Our SLA's and services are tracked internally, and disruptions are disclosed to the customer along with details of resolutions. CrowdStrike uses commercially reasonable efforts to make Falcon Host available at least 99.9% of the time, excluding scheduled downtime for routine maintenance (not to exceed 4 hours a month) and downtime attributable to force majeure.

Draft Service Level Agreement (Training and Support)

b. A draft SLA for training and support which adheres to all provisions of this RFQ.

i. The training SLA must specify initial training (included in Item No. 1 on Attachment A, Price Sheet) provided and ongoing training provided (included in Item No. 2 on Attachment A, Price Sheet).

SLAs and training/support descriptions are described in section 6 above and can be incorporated into contract documents as needed

Draft Implementation Plan

c. A draft implementation plan for a Customer which adheres to all provisions of this RFQ.

Implementation plan and process are discussed above in section 6 and are performed by the Crowdstrike technical account manager as described.

Draft Service Level Agreement (Manage, Detect, and Respond)

d. A draft MDR SLA, if applicable, per section 6.6.1 with annual pricing.

MDR SLA (FALCON COMPLETE optional offering is described in section 6 above and can be incorporated into contract documents as needed.

Draft Service Level Agreement (Future Integrations)

e. A draft SLA for future integrations, if applicable, per section 6.6.2 with pricing.

Integrations and any accompanied SLAs are described in section 6 above.

Draft Disaster Recovery Plan

f. A draft disaster recovery plan per section 32.5.

Yes, CrowdStrike has a documented Business Continuity Plan (BCP) and Disaster Recovery (DR) provisions that are included within our BCP. This covers every aspect of restoring and recovering service given a catastrophic data center failure, as well as protecting the confidentiality and integrity of data. CrowdStrike hosts the Falcon platform across multiple discrete and redundant data centers; each data center has its own power, networking and connectivity, and is housed in separate facilities. High-speed, low-latency networks between data centers support near real-time replication of data, and transparent fail-over in the event of a single data center outage. This makes the entire process seamless and transparent to customers.

Transferability:
Applicable to a purchase order resulting from this quote or a purchase order resulting from a contract established by this quote:

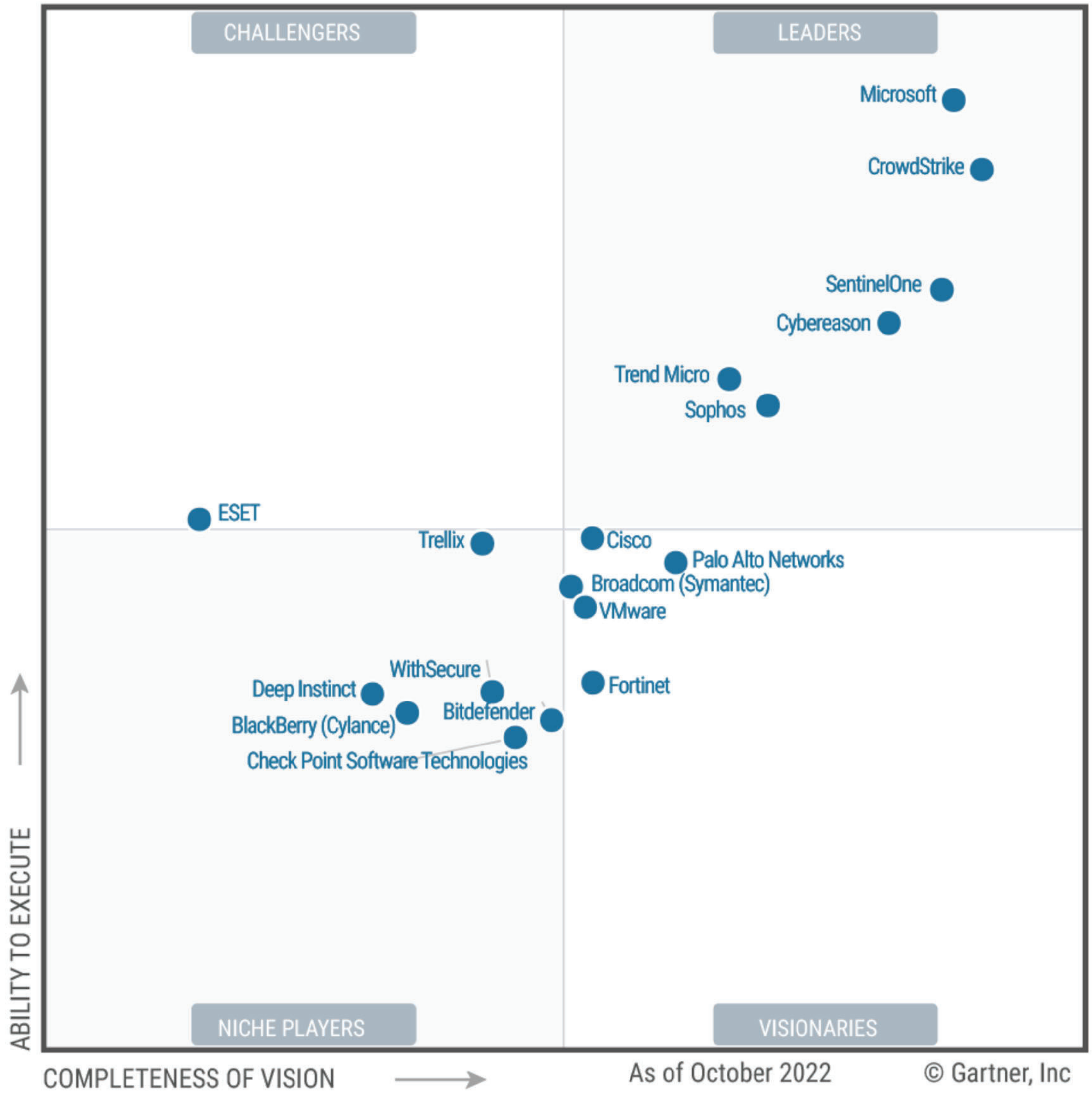
During the Subscription/Order Term, Customer may assign a portion of its subscription licenses to one or more political subdivisions (e.g., cities, counties, etc.) of Florida (each an “Assignee”), provided that (i) Customer, each Assignee and CrowdStrike enter into one or more License Assignment and Transfer Agreements, each in form and substance reasonably satisfactory to such parties and (ii) following such assignments, the total, combined use of the Offerings by Customer and all such Assignees must not exceed the total quantity and usage limits of the Offerings set forth in this Order.

2) Relevant Experience

2) *Documentation describing any experience providing the Solution, or similar Solution, on a statewide basis or across a large geographic region.*

As indicated below by the Gartner Magic Quadrant for Endpoint Protection Platforms, Crowdstrike is in the leading quadrants for execution and completeness of EDR platforms. As a publicly traded company, Crowdstrike also counts many large institutional and large enterprises as customers. Reference customer examples may be provided upon further request.

Figure 1: Magic Quadrant for Endpoint Protection Platforms



Source: Gartner (December 2022)

3) IMPLEMENTATION CAPABILITIES

3) Documentation describing the vendor's capacity and ability to implement the Solution on a statewide basis.

As indicated above by the Gartner Magic Quadrant for Endpoint Protection Platforms, Crowdstrike is in the leading quadrants for execution and completeness of EDR platforms. As a publicly traded company, Crowdstrike also counts many large institutional and large enterprises as customers. Reference customer examples may be provided on further request.

4) VALUE-ADDED SERVICES

4) Detail regarding any value-added services.

Please see the Value-added services descriptions included in our completed Attachment A. The SKU pricing list contains many SKUs included in the solution that are $0.00 items.

5) ATTACHMENT A, PRICE SHEET

5) Attachment A, Price Sheet, containing pricing for all items and completed in accordance with the instructions provided in this RFQ.

Please see the completed Attachment A beginning on the following page.

ATTACHMENT A
PRICE SHEET

I. Alternate Contract Source (ACS)

Check the ACS contract the Quote is being submitted in accordance with:

_______ 43210000-US-16-ACS Technology Products, Services, Solutions, and Related Products and Services

✓ 43230000-NASPO-16-ACS Cloud Solutions

_______ 43230000-23-NASPO-ACS Software Value Added Reseller (SVAR)

II. Pricing Instructions

The vendor shall provide fixed rates quoted at or below the rates in the applicable ACS contract selected in Section I above. FL[DS] anticipates purchasing the endpoint detection and response Solution for FL[DS] and all Customers. No matter the quantity, the vendor may not exceed the quoted unit price. The Department reserves the right to utilize the quoted unit pricing during the term of any applicable ATC and PO. Prices are ceiling rates inclusive of any and all costs associated with providing services.

III. Pricing

Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per Device**
1	**<u>Initial Software Year</u>** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ 36.17 per endpoint
2	**<u>Subsequent Software Year</u>** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **ongoing training** • integration maintenance • support services	$ 36.17 per endpoint

Optional Renewal Term Pricing (Years 4-6)		
Item No.	**Description**	**Rate Per Device**
1	**Initial Software Year** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ 47.40 per endpoint
2	**Subsequent Software Year** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **ongoing training** • integration maintenance • support services	$ 47.40 per endpoint

IV. ACS Price Breakdown

In the table below, the vendor shall provide the pricing breakdown to document the pricing is in accordance with the applicable ACS contract. The vendor shall provide the ACS SKU Numbers, ACS SKU Descriptions, Market Price, and ACS Price that encompass the services as described in the RFQ:

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
CS.EPPENTBDL.SOLN.T14.36M	Falcon Endpoint Protection Enterprise Bundle	$45.68	$25.07
CSTG.STD.36M	Threat Graph Standard	$6.72	$6.25
CS.INSIGHT.SOLN.T14.36M	Insight	$0.00	$0.00
CS.PREVENT.SOLN.T14.36M	Prevent	$0.00	$0.00
CS.OW.SVC.T14.36M	Overwatch	$0.00	$0.00
CS.DEVICE.SOLNT14.36M	Falcon Device Control	$0.00	$0.00
CS.FIREWALL.SOLN.T14.36M	Falcon Firewall Management	$0.00	$0.00
CS.INTEL.SOLN.T14.36M	CrowdStrike Falcon Intelligence	$0.00	$0.00
CS.TG.STD.HPS.36M	Server Threat Graph Standard	$20.15	$18.73
RR.HOS.ENT.ETLE.36M	Elite Support 1 Year **Note:** Support SKUs are priced as fixed costs.	$675,126.67	$359,897.17

	Thus, the price listed here is the cost for "Elite Support" across 100,000 Endpoints, as an example. The price for this SKU will vary depending on the associated endpoints being Supported.		
RR.PSO.ENT.PASS.36M	University LMS Subscription Customer Access Pass	$0.00	$0.00
Item No. 2 – ACS Pricing Breakdown (without implementation)			
ACS SKU Number	**SKU Description**	**Market Price**	**ACS Price**
CS.EPPENTBDL.SOLN.T14.36M	Falcon Endpoint Protection Enterprise Bundle	$45.68	$25.07
CSTG.STD.36M	Threat Graph Standard	$6.72	$6.25
CS.INSIGHT.SOLN.T14.36M	Insight	$0.00	$0.00
CS.PREVENT.SOLN.T14.36M	Prevent	$0.00	$0.00
CS.OW.SVC.T14.36M	Overwatch	$0.00	$0.00
CS.DEVICE.SOLNT14.36M	Falcon Device Control	$0.00	$0.00
CS.FIREWALL.SOLN.T14.36M	Falcon Firewall Management	$0.00	$0.00
CS.INTEL.SOLN.T14.36M	CrowdStrike Falcon Intelligence	$0.00	$0.00
CS.TG.STD.HPS.36M	Server Threat Graph Standard	$20.15	$18.73
RR.HOS.ENT.ETLE.36M	Elite Support 1 Year **Note:** Support SKUs are priced as fixed costs. Thus, the price listed here is the cost for "Elite Support" across 100,000 Endpoints, as an example. The price for this SKU will vary depending on the associated endpoints being Supported.	$675,126.67	$359,897.17
RR.PSO.ENT.PASS.36M	University LMS Subscription Customer Access Pass	$0.00	$0.00

V. Waterfall Pricing (Optional)

The Department is seeking an optional waterfall pricing model which leverages volume discounts. Vendors are encouraged to provide a pricing structure which specifies a volume range at which larger discounts could be applied. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

VI. State of Florida Enterprise Pricing (Optional)

The Department is also seeking an optional annual fixed rate to provide the Solution and services to all potential FL[DS] Customers. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

VII. Value-Added Services (Optional)

If vendors are able to offer additional services and/or commodities for endpoint detection and response, at no additional cost to the Department, the vendor may offer the Department value-added services, in addition to the services and/or commodities expressly sought by this RFQ.

VIII. Optional Items

Please refer to our **Optional MDR Falcon Complete Solution** pricing breakdown below.

Optional Items – MDR Falcon Complete Solution **Initial Term Pricing (Years 1-3)**		
Item No.	**Description**	**Rate Per Device**
1	**Initial Software Year** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ 56.63 per endpoint
2	**Subsequent Software Year** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **ongoing training** • integration maintenance • support services	$ 56.63 per endpoint

Optional Items – MDR Falcon Complete Solution **Optional Renewal Term Pricing (Years 4-6)**		
Item No.	**Description**	**Rate Per Device**
1	**Initial Software Year** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ 79.66 per endpoint

2	**Subsequent Software Year** One year of endpoint detection and response software Solution as described in the RFQ per device. To include: • **ongoing training** • integration maintenance • support services	$ 79.66 per endpoint

Optional Items – MDR Falcon Complete Solution Years 1-3			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
CS.FCSD.SOLN.T12.36M	Falcon Complete with Threat Graph Standard	$85.53	$46.70
CS.INSIGHTB.SOLN.T14.36M	Insight	$0.00	$0.00
CS.PREVENTB.SOLN.T14.36M	Prevent	$0.00	$0.00
CS.DISCB.SOLN.T14.36M	Discover	$0.00	$0.00
CS.FALCOMPS.SVC.36M	Falcon Complete Subscription	$0.00	$0.00
CS.OWB.SVC.T14.36M	Overwatch	$0.00	$0.00
CS.INTEL.SOLN.T14.36M	CrowdStrike Falcon Intelligence	$6.10	$3.33
CS.TGB.STD.36M	Threat Graph Standard	$0.00	$0.00
CS.FALCOMPONBM.SOLN.36M	Falcon Complete: Additional CID	$13,600.00	$12,642.06
RR.PSO.ENT.UANN.36M	CrowdStrike University Annual LMS Subscription	$500.00	$450.00
CS.FALCOMPONBC.SOLN.36M	Falcon Complete: Complimentary CID	$0.00	$0.00
RR.PSO.ENT.NCAP.36M	University LMS Subscription New Customer Access Pass	$0.00	$0.00
CS.DEVICE.SOLN.T14.36M	Falcon Device Control	$3.12	$1.69
RR.HOS.ENT.ETLE.36M	Elite Support 1 year **Note:** Support SKUs are priced as fixed costs. Thus, the price listed here is the cost for “Elite Support” across 100,000 Endpoints, as an example. The price for this SKU will vary depending on the associated endpoints being Supported.	$997,316.67	$359,897.17

Optional Items – MDR Falcon Complete Solution Years 4-6			
ACS SKU Number	**ACS SKU Description**	**Market Price**	**ACS Price**
CS.FCSD.SOLN.T12.36M	Falcon Complete with Threat Graph Standard	$85.53	$67.46
CS.INSIGHTB.SOLN.T14.36M	Insight	$0.00	$0.00
CS.PREVENTB.SOLN.T14.36M	Prevent	$0.00	$0.00
CS.DISCB.SOLN.T14.36M	Discover	$0.00	$0.00
CS.FALCOMPS.SVC.36M	Falcon Complete Subscription	$0.00	$0.00
CS.OWB.SVC.T14.36M	Overwatch	$0.00	$0.00
CS.INTEL.SOLN.T14.36M	CrowdStrike Falcon Intelligence	$6.10	$4.81
CS.TGB.STD.36M	Threat Graph Standard	$0.00	$0.00
CS.FALCOMPONBM.SOLN.36M	Falcon Complete: Additional CID	$13,600.00	$12,837.84
RR.PSO.ENT.UANN.36M	CrowdStrike University Annual LMS Subscription	$500.00	$450.00
RR.PSO.ENT.NCAP.36M	University LMS Subscription New Customer Access Pass	$0.00	$0.00
CS.DEVICE.SOLN.T14.36M	Falcon Device Control	$3.12	$2.46
RR.HOS.ENT.ETLE.36M	Elite Support 1 year **Note:** Support SKUs are priced as fixed costs. Thus, the price listed here is the cost for “Elite Support” across 100,000 Endpoints, as an example. The price for this SKU will vary depending on the associated endpoints being Supported.	$1,440,566.67	$359,897.17

Per **Section 31.0**, Scrutinized Companies, a vendor submitting a Quote must certify that their company is not participating in a boycott of Israel. By signing below, the vendor so certifies. Additionally, the person submitting the quote and pricing is authorized to respond to this RFQ on the vendor's behalf, as confirmed by the signature below.

KR2 Technology	
Vendor Name	Signature
88-2459986	Glenn Kirkland
FEIN	Signatory Printed Name
5/25/23	
Date	

6) Attachment B, Contact Information Sheet

6) Attachment B, Contact Information Sheet, containing the contacts for the Quote and the resulting ATC(s) and PO(s).

Please see the completed Attachment B on the following page.

ATTACHMENT B
CONTACT INFORMATION SHEET

I. Contact Instructions

The vendor shall provide the contact information for the Quote and a contact for the resulting ATC and PO contact in the table below.

II. Contact Information

	Contact for Quoting Purposes	Contact for the ATC and PO (if awarded)
Name:	Jon Menendez	Jon Menendez
Title:	CEO	CEO
Address (Line 1):	8635 W. Hillsborough Ave	8635 W. Hillsborough Ave
Address (Line 2):	P.O. Box 206	P.O. Box 206
City, State, Zip Code	Tampa, FL 33615	Tampa, FL 33615
Telephone (Office):	813.530.9667	813.530.9667
Telephone (Mobile):	850.509.9913	850.509.9913
Email:	jmenendez@kr2tech.com	jmenendez@kr2tech.com

SUBCONTRACTORS

If the vendor is utilizing subcontractors, the vendor shall identify all subcontractors the vendors will utilize to provide the services required by this RFQ and what services each subcontractor will provide.

KR2 is offering the solution in conjunction with CRWD and that CRWD will be performing the EDR platform and support as outline in the SOW.

IN SUMMARY

KR2 Technology and CrowdStrike appreciate the opportunity to offer this solution for the Department's initiative.

The KR2 Technology Team has proposed a superior and cost-effective solution that fully complies with the Department's requirements set forth in Solicitation Number: DMS-22/23-155. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

KR2 Technology looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with Florida Department of Management Services on this project.

Purchase Order
Terms & Conditions
Effective September 1, 2015

Section 1. Purchase Order.

A. Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term.

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance.

A. Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency.

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees.

A. Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is confirmed in writing by the Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe.

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

C. MyFloridaMarketPlace Fees.

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code:

> The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

D. Payment Audit.

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

E. Annual Appropriation and Travel.

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

Section 4. Liability.

A. Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance.

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation.

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

E. Performance Bond.

Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

Section 5. Compliance with Laws.

A. Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the

Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying.

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

C. Gratuities.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

D. Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor shall retain such records for three (3) years after the expiration of the Purchase Order, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

E. Public Records.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality.
The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency’s Contract Manager or the Agency’s designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor’s confidentiality procedures shall be consistent with the most recent version of the Agency’s security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

G. Intellectual Property.
Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

H. Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

Section 6. Termination.

A. Termination for Convenience.
The Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor.

B. Termination for Cause.
If the Agency determines that the performance of the Contractor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b)

notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

Section 7. Subcontractors and Assignments.

A. Subcontractors.

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE.

A. RESPECT.

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

B. PRIDE.

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

Section 9. Miscellaneous.

A. Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.

B. Governing Law and Venue.

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

C. Waiver.

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence.

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check.

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

G. E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

1) All purchases are F.O.B. destination, transportation charges prepaid.
2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
3) No extra charges shall be applied for boxing, crating, packing, or insurance.
4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

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Department of
MANAGEMENT
SERVICES
We Serve Those Who Serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT BETWEEN FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND

KR2 Technology

This Confidentiality and Non-Disclosure Agreement ("Agreement") is between the Florida Department of Management Services ("Department"), a state agency, and KR2 Technology ("Recipient"), referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Recipient has or will enter into a Purchase Order or Agency Term Contract under Request for Quote No. DMS-22/23-155, Endpoint Detection and Response Solution ("Solution");

WHEREAS, in furtherance of providing these services and/or commodities, Recipient may access, receive, or create Confidential Information from the Department or any third-party beneficiaries; and

WHEREAS, the Department maintains certain protections on such Confidential Information and desires to set forth the terms Recipient is required to adhere to.

NOW THEREFORE, for the mutual and valuable consideration acknowledged by both Parties, the Parties agree as follows:

1. **Definitions.**
   (a) Access: Means the ability or authorization to create, inspect, transmit, approach, instruct, communicate with, store, retrieve, or otherwise make use of any Confidential Information, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access.
   (b) Affiliates: Any agents, affiliates, partners, subcontractors, resellers, distributors, dealers, or other entities associated with Recipient that have Access to the Confidential Data.
   (c) Agreement-related Materials: Materials created or provided by Recipient while performing the Agreement.
   (d) Confidential Information: Information that is restricted from public disclosure based on federal or State laws and regulations including, but not limited to, those related to privacy, confidentiality, security, personally identifying information, personal health, business or trade secret information, and other information exempt from state public records law. "Confidential Information" includes information disclosed, orally or otherwise, before, on, or after this Agreement effective date by the Department to Recipient, and whether or not marked, designated, or otherwise identified as "confidential." Any information derived from Confidential Information and/or created by Recipient pursuant to this Agreement which must be restricted from public disclosure based on federal or State laws and regulations shall be considered Confidential Information subject to the restrictions set forth in this Agreement.

Specifically, Recipient will receive and may create or learn of information which include network schematics, hardware and software configurations, or encryption, or which identify detection, investigation, or response practices for suspected or confirmed IT security incidents, including suspected or confirmed breaches, the disclosure of which would facilitate unauthorized access, modification, disclosure, or destruction of information, IT resources, or information relating security, which are confidential and exempt from public disclosure pursuant to section 282.318(5), Florida Statutes (F.S.).

(e) Customer: Agencies as defined in section 287.012, Florida Statute (F.S.), and Eligible Users as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

(f) State: The State of Florida.

2. **Term and Termination.** This Agreement is effective upon signature by both Parties. This Agreement may be terminated by the Department when determined to be in the best interest of the State of Florida by providing Recipient with advance written notice.

3. **Intended Third Party Beneficiary.** Customers receiving services under the Solution are intended third party beneficiaries of this Agreement, entitled to enforce any rights hereunder for their benefit.

4. **Confidential Information Use.** Use of the Confidential Information shall be limited to the provisions set forth herein and to the extent necessary to provide the services and/or commodities. The Department retains full rights and title to all Confidential Information provided by it, and any information derived therefrom. Recipient has no ownership rights to the Confidential Information provided under this Agreement, or any information derived therefrom.

5. **Recipient Obligations.** Recipient shall: 1) maintain the confidentiality of all the Confidential Information pursuant to this Agreement, as required herein, 2) comply with all federal and State laws and regulations related to information privacy and security, and 3) ensure that any Affiliates comply with the preceding two requirements as to any Confidential Information shared with or otherwise Accessed by the Affiliate. Recipient shall take all measures necessary to protect against improper Access to and/or disclosure or theft of the Confidential Information and will ensure only those individuals performing services contemplated in this Agreement will be permitted to Access the Confidential Information. Recipient shall perform the following measures to preserve the privacy, security, confidentiality, integrity, and accessibility of the Confidential Information which includes, but is not limited to:

(a) Using the Confidential Information only to provide services and/or commodities as contemplated in this Agreement and not otherwise using the Confidential Information for Recipient's own benefit or the benefit of others, or in violation of any applicable laws or regulations;

(b) Not creating derivative works based upon the Confidential Information, copying the Confidential Information, or publishing or disclosing the Confidential Information to any individual or entity except in accordance with this Agreement;

(c) Implementing and maintaining protective administrative, technical, and organizational security measures appropriate to the nature of the Confidential Information to safeguard against unauthorized Access, disclosure, or theft of the Confidential Information;

(d) Maintaining the confidentiality of the Confidential Information under this Agreement in accordance with Department policies and procedures and applicable State and federal laws and regulations;

(e) Storing and safeguarding the Confidential Information in a physically and electronically secure location where Access is limited to authorized persons;

(f) Maintaining an up-to-date list of individuals who are authorized to Access the Confidential Information;

(g) Instructing and requiring all individuals authorized to Access the Confidential Information to adhere to the confidentiality requirements set forth in this Agreement prior to being granted Access to the Confidential Information;

(h) Not allowing, through action or inaction, any Confidential Information to be sent by any medium, transmitted, or to be Accessed outside of the United States. For the purposes of this restriction, “Access” does not include remote support sessions for devices that might contain the Confidential Information; however, during the remote support session the Department requires Recipient to escort the remote support access and maintain visibility of the actions taken during the remote support access. Requests for remote access will be submitted to the Department’s Contract Manager. With approval, third parties may be granted time-limited terminal service access to information technology resources as necessary for fulfillment of related responsibilities. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools; and

(i) Performing all actions necessary to assist with all tasks in furtherance of the Department’s efforts to comply with the obligations under Chapters 60FF and 60GG, Florida Administrative Code, as applicable.

6. **Liability.** By signing this Agreement, Recipient acknowledges Recipient shall be responsible and liable for the acts and omissions of any of Recipient’s employees and/or the Affiliate(s) that result in a violation of this Agreement as if such acts or omissions were Recipient’s acts or omissions. Recipient represents that it will enter into a written agreement with an Affiliate with Access to Confidential Information wherein it shall require the Affiliate agree to be bound by and adhere to the terms of this Agreement.

7. **Notice of Breach.** Recipient must notify the Department as expeditiously as practicable, but in all instances no later than within one (1) business day, in the event Recipient discovers any incident that involves, or which Recipient reasonably believes may involve, a breach of the Confidential Information which includes any unauthorized Access to or disclosure of the Confidential Information and/or which compromises the security, integrity, or confidentiality of the Confidential Information. Additionally, if the Department or Customer shares with Recipient information that is covered by section 501.171, F.S., Recipient is responsible for fulfilling all applicable requirements of section 501.171, F.S., including those that would otherwise be the responsibility of the Department or Customer. Recipient agrees to provide the Department and applicable Customers with all details associated with all breaches or suspected breaches and to work with the Department or the applicable Customer to investigate and resolve any breach, implement any necessary remedial measures, and perform all tasks to ensure full compliance with section 501.171, F.S., including, where applicable, providing any breach notifications to comply with this statutory requirement.

8. **Indemnification.** Recipient shall defend, indemnify, and hold harmless the Department, the Customer, and the State against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from a violation of any obligation set forth in this Agreement by Recipient (including its employees) or its Affiliates. The Agreement does not constitute a waiver of sovereign immunity or consent by the Department, Customers, or the State or its subdivisions to suit by third parties. The obligations of this paragraph shall survive the Agreement.

9. **Contractual Remedies.** Recipient acknowledges that a breach of this Agreement, including disclosure of any of the Confidential Information, will cause irreparable injury to the Department or the Customer and will entitle the Department or the Customer, if applicable, to liquidated damages commensurate with the Department's or the Customer's internal staffing and administrative costs associated with addressing the breach. This will not preclude the Department or the Customer from recovering other damages it may suffer as a result of such a violation or seeking other legal remedies that may be available during or after the Agreement term, including obtaining injunctive relief against the breach or threatened breach of these Agreement terms.

10. **Data Destruction.** Prior to the termination of this Agreement, Recipient shall assist the Department or the applicable Customer in exporting and extracting or destroying, at the Department's or the applicable Customer's direction, all information obtained from the Department or the applicable Customer by Recipient or created for the Department or the applicable Customer by Recipient pursuant to this Agreement at no cost, in a format acceptable to the Department or the applicable Customer without the need to purchase additional services and/or commodities. Additionally, when the Agreement is terminated, Recipient shall transfer to the Department, or the Customer as applicable, all such information in all its forms from the Department or the applicable Customer and shall destroy duplicate records in accordance with section 501.171(8), F.S., and, if applicable, section 119.0701, F.S. This obligation to transfer and destroy information survives the term of this Agreement.

    Recipient shall adhere to established information destruction standards, such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014), in destroying duplicate information provided by the Department or the applicable Customer. See http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf. Recipient shall provide the Department, or the Customer as applicable, with written confirmation of destruction of Confidential Information in accordance with these standards. If Recipient is permitted by the Department or the applicable Customer to keep Confidential Information upon termination of this Agreement, Recipient shall continue to protect and maintain the confidentiality of the Confidential Information in accordance with applicable State and federal laws, rules, and regulations and such obligations set forth herein shall survive this Agreement.

11. **Severability and Waiver.** If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

    The delay or failure by the Department or the Customer to exercise or enforce any of its rights under this Agreement shall not constitute a waiver of such rights.

12. **Governing Law and Venue**. The laws of the State of Florida govern the Agreement. The Parties submit to the jurisdiction of the courts of the State exclusively for any legal action related to the Agreement which arises during or after the Agreement term. Further, Recipient hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. Recipient hereby submits to venue in the county chosen by the Department or the applicable Customer.

13. **Entire Agreement.** This Agreement contains the entire understanding of the Parties regarding the matters set forth herein and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

FLORIDA DEPARTMENT
OF MANAGEMENT SERVICES

By: DocuSigned by: Pedro Allende 5E91A9D369EB47C...

Name: Pedro Allende

Title: Secretary

Date: 6/14/2023 | 4:58 PM EDT

KR2 Technology

By: Glenn Kirkland JR Digitally signed by Glenn Kirkland JR Date: 2023.05.17 19:22:14 -04'00'

Name: Glenn Kirkland JR

Title: CEO

Date: 5/17/2023