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
Security Operations Platform
DMS-22/23-157D
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-22/23-157, Security Operations Platform; 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-22/23-157.

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-22/23-157.
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-22/23-157 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 personel, 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

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Authorized Signature

Joe Menendez

Print Name

CEO

Title

6/30/2023 | 12:04 PM EDT

Date

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES:

DocuSigned by:

Pedro Allende

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Pedro Allende, Secretary

6/30/2023 | 12:15 PM EDT

Date

Exhibit "A"

Request for Quotes (RFQ)

DMS-22/23-157

Security Operations Platform 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 Extended Detection and Response (XDR) platform, which is a platform that combines multiple security technologies and tools, such as EDR (Endpoint Detection and

Response), NDR (Network Detection and Response), and SIEM (Security Information and Event Management), into a single, integrated platform.

2.0 OBJECTIVE

Pursuant to section 287.056(2), F.S., the Department intends to purchase a security operations platform Solution for use by the Department and Customers to combine multiple security technologies and tools, such as EDR, NDR, and SIEM, into a single, integrated platform 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 a security operations platform 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 combine multiple security technologies and tools into a single integrated platform. The Solution must be designed to provide a comprehensive view of security posture, by consolidating security data from across the entire IT infrastructure. This enables security teams to quickly detect, investigate, and respond to security threats, with the goal of minimizing the impact of security incidents and reducing overall risk. In addition to integrating multiple security technologies, extended detection and response platforms typically leverage AI and machine learning to analyze large volumes of security data and automate threat detection and response processes. This can help reduce the burden on security teams and improve the speed and accuracy of security operations.

6.1.1. Multi-Tenant

The Solution shall support a multi-tenant architecture, allowing multiple organizations or departments to securely and independently operate within the same system, with separate data storage and access controls. Each tenant shall have its own instance and each instance should aggregate up to a single instance and view, allowing for enterprise-wide visibility into threats, investigations, and trends. The Solution shall also provide dashboards for single source visibility into incidents and response activities across all tenants.

6.1.2. Detection and Response

The Solution shall have the ability to detect and respond to a wide range of security threats, including malware, phishing, insider threats, and zero-day attacks.

6.1.3. Scalability

The Solution shall be scalable to meet the needs of organizations of all sizes, from small businesses to large enterprises. The Solution shall have the ability to handle a high volume of events and alerts while maintaining performance and accuracy.

6.1.4. Automation

The Solution shall have the ability to automate responses to threats, including containment, isolation, and remediation.

6.1.5. Incident Reporting

The Solution shall provide detailed reporting on security incidents, including alerts, investigations, and remediation activities.

6.1.6. User Management

The Solution shall have a robust user management system that allows administrators to control access to the platform, set permissions, and manage user accounts.

6.1.7. Cloud Deployment

The Solution shall be deployable in a cloud environment and should support multi-cloud deployments.

6.1.8. Threat Intelligence

The Solution shall leverage threat intelligence to provide contextual information about threats and enable faster, more accurate response.

6.1.9. Incident Response

The Solution shall support incident response workflows, including playbooks and case management, to enable efficient and effective response to security incidents.

6.1.10. 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.

6.1.11. Performance Management

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

6.1.12. Disaster Recovery and Backup

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

6.1.13. 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.

6.1.14. 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.

6.1.15. 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.

6.1.16. Integration

6.1.16.1. The Solution shall integrate with the Department's existing security tools such as firewalls, antivirus software, and 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.

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

6.1.16.3. 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.

6.1.16.4. 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.

6.1.17. 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.

6.1.17.1. 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.

6.1.17.2. 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. <u>Training and Support</u>

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 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.

TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES

No.	Deliverable	Time Frame	Financial Consequences
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.
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.

TABLE 1 DELIVERABLES AND FINANCIAL CONSEQUENCES			
No.	**Deliverable**	**Time Frame**	**Financial Consequences**
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.
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.

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 security operation platform 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 11, 2023
Pre-Quote Conference Registration Link: https://us02web.zoom.us/meeting/register/tZIlde6uqDkvG9QD2YQ4L4RJgTV_VFOdU23B	May 16, 2023, at 9:00 a.m., Eastern Time
Responses Due to the Procurement Officer, via email	May 22, 2023, by 5:00 p.m., Eastern Time
Solution Demonstrations and Quote Negotiations	May 23-25, 2023
Anticipated Award, via email	May 25, 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 Refresh Screening

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 Self-Disclosure

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 Duty to Provide Security Data

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 security operations platform 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 User**
1	**<u>Initial Software Year</u>** One year of security operations platform software Solution as described in the RFQ per user. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ ___________
2	**<u>Subsequent Software Year</u>** One year of security operations platform software Solution as described in the RFQ per user. To include: • **ongoing training** • integration maintenance • support services	$ ___________

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

KR2

KR2 Tech's Response to the

Florida Department of Management Services

Request for Quote

Security Operations Platform Solution

Solicitation Number: 22/23-157

Monday,
May 22, 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 22, 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: Security Operations Platform Solution, Solicitation Number: DMS-22/23-157

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 a Security Operations Platform Solution. KR2 Tech is proposing CrowdStrike which fully meets the Department's requirements for a Security Operations Platform 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 Security Operations Platform 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 a Security Operations Platform Solution 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 combine multiple security technologies and tools into a single integrated platform. The Solution must be designed to provide a comprehensive view of security posture, by consolidating security data from across the entire IT infrastructure. This enables security teams to quickly detect, investigate, and respond to security threats, with the goal of minimizing the impact of security incidents and reducing overall risk. In addition to integrating multiple security technologies, extended detection and response platforms typically leverage AI and machine learning to analyze large volumes of security data and automate threat detection and response processes. This can help reduce the burden on security teams and improve the speed and accuracy of security operations.

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. Detection and Response
The Solution shall have the ability to detect and respond to a wide range of security threats, including malware, phishing, insider threats, and zero-day attacks.

The Falcon platform utilizes a combination of static and behavior based mechanisms for detecting threats in the environment. Falcon Prevent provides next-gen antivirus and IOC detection capabilities, leveraging both on-sensor and cloud-based machine learning models, preventing both known and unknown (zero-day) threats. Falcon also applies IOA (indicator of Attack) detection, using machine learning techniques to build predictive models that can detect never-before-seen malicious activities with high accuracy. Driven by the CrowdStrike Threat Graph™ data model, this IOA analysis recognizes behavioral patterns to detect new attacks, whether they use malware or not. The range and capability of Falcon's detection techniques far surpass other security solutions on the market, particularly with regard to unknown and previously undetectable emerging threats.

The Falcon platform does not provide traditional Email Security controls, as we believe this to be the domain of a vendor who focuses specifically on an Email Security (MTA) to perform this security control at the perimeter. CrowdStrike has XDR integrations and works alongside trusted Technology Partners such as Abnormal Security, Mimecast, Proofpoint to deliver best of breed capabilities and security outcomes for Email Security.
Please find a list of our Technology Partners and XDR Alliance here
https://www.CrowdStrike.com/partners/technology-partners/
https://www.crowdstrike.com/partners/crowdxdr-alliance/

While CrowdStrike does not focus on email filtering, if an attack were to occur on a corporate endpoint detections on the Falcon portal are automatically contextualized to contain the full attack lifecycle and associated forensic details. Each iteration of the XDR incident alert will be evaluated across a large set of MITRE ATT&CK scenarios and listed against the responsible process / application to enable you to quickly identify the entirety of the incident, including the root-cause, patient zero and impact on an attack e.g. A malicious PDF is the source of an incident, the related activity is credential theft and data exfiltration via C&C. Additionally, the NGAV capability can protect against any malware executed via a phish received and executed by a user.

Our behavior based-detections / IOAs provide granular context surrounding a particular incident: the original source of compromise E.g. phishing attack starting with the click of a link from Outlook, all process pivots, use of built in tools such as PowerShell or net.exe, any persistence mechanisms such as a registry implant or scheduled task creation; effectively exposing everything that has occurred during the incident/attack. CrowdStrike's objective is to stop these attacks with a prevention policy, but provide the context to help organizations to understand the entirety of an incident, regardless of the fact that it's a phishing email, malware-based attack, APT or file-less attack. All the information displayed on a detection can be used to pivot further and apply additional use cases and context.

6.1.3. Scalability
The Solution shall be scalable to meet the needs of organizations of all sizes, from small businesses to large enterprises. The Solution shall have the ability to handle a high volume of events and alerts while maintaining performance and accuracy.

Falcon Insight XDR is offered as a SaaS solution with optional SaaS or on-prem option for long term retention or log collection. (LogScale)

Falcon Insight XDR and LogScale differentiates itself based on next-generation search technology, allowing for a typical deployment to handle orders of magnitude more data with incredible search performance and very compelling total cost of ownership.

Organizations moving to Falcon have typically increased their volumes of data handled by 4x and retain that data for longer, whilst significantly reducing their infrastructure and storage needs and costs. Falcon Long Term Retention or LogScale lets security teams have fast access to all the historical data related to their estate, directly building correlation queries against semi or fully structured data and optionally re-parsing that data at query time. Searching for a single event out of trillions becomes a simple task. Falcon is extremely cost effective when working with large volumes of data. Many customers start with small deployments which significantly grow over time as they understand the value of bringing more data into the platform. LogScale has customers ingest >1PB daily and several customers in the multi-hundred TB range.

LogScale has the ability to work with large volumes of data. We have customers ingesting petabytes of data self-hosting. Our largest SaaS customers are ingesting more than 30TB daily. While most organizations currently use log data rarely produce over 10-20 TB of data per day, all expectations are that the use of log data will increase exponentially in the years ahead. Falcon supports global deployments and is a highly scalable platform that outperforms the competition for searching across all of your data. LogScale scales linearly with 1TB per node. The SaaS service is truly dynamic and will scale with any requirements. Falcon Insight XDR and LogScale requires minimal maintenance due to lack of indexes.

LogScale core components are described here: https://library.humio.com/training/foundational-concepts/architecture/index.html.

Falcon XDR detection reference video: https://www.youtube.com/watch?v=widxcXBNVLA

6.1.4. Automation
The Solution shall have the ability to automate responses to threats, including containment, isolation, and remediation.

The Falcon Platform is an API-first product that aims to automatically prevent threats as they are detected in the customer environment. The CrowdStrike Orchestration and Automation initiative make it easy for you to seamlessly integrate XDR integrations/plugins, orchestration platforms like ServiceNow, Swimlane, Tines, PAN XSOAR and others. The CrowdStrike Falcon platform was designed to be open, with a focus on providing rich APIs, enabling you to leverage your existing security investments and enhance your protection by collaborating with CrowdStrike large technology partner ecosystem.

- Falcon Insight XDR includes the ability to perform automated remediation for detections to kill processes, quarantine files, and clear and delete ASEP registry values or network containment
- Falcon Identity Protection includes the ability to response to identity based attacks with the ability to audit, block, perform password resets or enforce identity verification
- XDR connectors enable response mechanisms through 3rd party security domains such as email security, firewall/NDR, CASB/SSE, Identity solutions (see https://www.crowdstrike.com/partners/crowdxdr-alliance/)

Included with Falcon Fusion is a workflow automation tool that supports common workflows for Detection/Incident triage and response and enables customers to define complex workflows with chaining and sequencing of activities, branching logic, etc.

Additionally, XDR can be managed with the Falcon Complete service which performs tuning, tweaking, triage and remediation on behalf of the customer.

6.1.5. Incident Reporting
The Solution shall provide detailed reporting on security incidents, including alerts, investigations, and remediation activities.

The Falcon console's customizable Dashboards provide up-to-date, customizable visibility into your Falcon environment. Long Term Retention is also offered via Falcon LogScale.

Falcon dashboards show counts, graphs, and trends about your Falcon environment, including detections, current CrowdScore, host info, actors and Intelligence, and more.

Use the preset dashboards to see preconfigured views of commonly useful data. To surface specific details or summarize unique combinations of info for your organization's needs, you can create your own customized dashboards. When you're done, you can keep a dashboard view private, or you can share your dashboard with other users in your organization.

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, analysts can combine widgets from any data types into a single dashboard. Each widget in a dashboard refreshes about once per minute.

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

6.1.6. User Management
The Solution shall have a robust user management system that allows administrators to control access to the platform, set permissions, and manage user accounts.

CrowdStrike offers several roles within the UI, allowing admins to create additional users with pre-defined permissions (RBAC, Role Based Access Control).

Custom user roles can also be created with explicit permissions. The console experience offers the ability to create custom dashboards which can be kept private or shared with other administrators.
Some of the out of the box roles include:

- Administrator - Designed for allowing for top level administrative access to features, configurations, custom correlation, etc.
- Analyst Role - Designed for general read only functionality to view detections and deep hunting and searching.
- Quarantine Manager Role - Designed for quarantining and releasing files malware centric files.
- Endpoint Manager Role - Designed for operational teams who will be deploying and updating the agent.
- Prevention Hashes Manager Role - Designed for users who will be allowed to whitelist/blacklist specific files in the environment

6.1.7 Cloud Deployment
The Solution shall be deployable in a cloud environment and should support multi-cloud deployments.

The Falcon endpoint sensor is designed to and can run in virtual cloud environments as long as the OS is supported.

CrowdStrike Falcon Cloud Security currently supports control plane integration for Azure, AWS and GCP cloud platforms. Oracle Cloud support is currently in investigative stages. Currently CrowdStrike does not have any plans to support Alibaba Cloud, however, if customers indicate that this is a growing need, CrowdStrike will consider this cloud provider for support in the future.

6.1.8. Threat Intelligence
The Solution shall leverage threat intelligence to provide contextual information about threats and enable faster, more accurate response.

CrowdStrike Falcon directly integrates the proprietary threat intel feeds from Falcon Threat Intelligence and additional third party indicators can be integrated via API. Known Indicators of Compromise will trigger "Intel Detection" notifications, that provide context, on the Indicator of Compromise and the threat actor/group responsible (if known). Within the Insight XDR module, Custom IOAs can be created to prevent and/or alert on user defined network indicators.

CrowdStrike Falcon Intelligence is the cyber threat intel bundle of the Falcon Platform.

The base Falcon Intelligence module automates the threat analysis process and delivers actionable intelligence and custom IOCs specifically tailored for the threats encountered on your endpoints. With this level of automation, you can stop picking and choosing which threats to analyze and start analyzing all threats. This includes the ability to automatically sandbox process executables for IOC extraction and analyst analysis.

In addition to the Falcon Intelligence module, the bundle also includes access to CrowdStrike's proprietary Global IOC Threat Feeds curated from CrowdStrike's thousands of customers and millions of endpoints across the globe (at time of this RFP, approximately 210 Million IOCs)

Falcon Intelligence combines the tools used by world-class cyber threat investigators into a seamless solution and performs the investigations automatically. The integrated tool set includes malware analysis and malware search, and is enriched with threat intelligence. Falcon Intelligence enables all teams, regardless of size or sophistication, to understand better, respond faster and proactively get ahead of the attacker's next move.

101: https://www.crowdstrike.com/epp-101/threat-intelligence/
Video: https://www.youtube.com/watch?v=3mhCAujZBDg
Please note that custom IOCs can also be uploaded using our Query
API: https://www.CrowdStrike.com/blog/tech-center/import-iocs-CrowdStrike-falcon-platform-via-api/

6.1.9. Incident Response
The Solution shall support incident response workflows, including playbooks and case management, to enable efficient and effective response to security incidents.

Falcon Fusion is a workflow automation tool that will support common workflows for Detection/Incident triage and response and enables customers to define complex workflows with chaining and sequencing of activities, branching logic, etc. Fusion can be leveraged to configure automated playbooks based upon various triggers and responses resulting in data collection, memory dumps, or endpoint containment. This data can then be sent to Teams/Slack, email, or ServiceNow.

For confirmed threats, the Falcon Complete Team will identify the impacted system(s) and notify the customer according the the playbooks established to perform the appropriate customer communications and investigation/remediation. Workflows thereafter are defined by the customer and the Falcon Complete Team during the on-boarding period as a Falcon Complete customer. Playbooks, channels of communications, remediation postures, and workflows can all be modified to preference by working with the Falcon Complete Team throughout the partnership.

6.1.10. 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.

CrowdStrike has a documented Business Continuity Plan (BCP) and Disaster Recovery (DR) provisions 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.

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

Detection events contain relevant information about the system including name, internal IP, external IP, detection type, date and time and action taken.

Detections on the Falcon portal are automatically contextualized to contain the full attack lifecycle and associated forensic details mapped across a large set of MITRE ATT&CK scenarios and listed against the responsible process / application to enable an analyst to quickly identify the entirety of the incident. Each associated scenario/detection will contain a threat score and severity classification: Informational, Low, Med, High and Critical. The original source of the incident will be clearly displayed e.g. Outlook and additional details including any and all command line arguments used during the incident, IP addresses, usernames, etc. All information displayed in the 'Full Detection Details' are host-specific. Details are clickable, which means that an analyst can select any aspect of the attack and quickly investigate forensic details such as: disk operations, registry key modifications, network operations, DNS requests, file writes, command line arguments, process executions and other associated events that can be used to extend the investigation to multiple assets.

CrowdStrike includes the Event Streams API to provide external tools real-time alerting and audit events. Monitoring solutions such as SIEM can ingest this data directly from the cloud if there is a native integration (Splunk, QRadar). If the SIEM does not support a direct integration, customers can use the SIEM connector to forward the events in CEF or LEEF over syslog so any SIEM or monitoring tool from Falcon Data Replicator. Falcon Long Term Retention option provides for up to 365 days of storage natively within the Falcon cloud.

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

The CrowdStrike solution has been designed from the ground up as a native cloud security-as-a-service (SaaS) platform. The solution was built from the ground up and fully managed under a single web-based management console with one endpoint agent (sensor) for all host components. Data Center facilities are provided and maintained by Amazon AWS, a FedRAMP & DIACAP level 2, DoD certified data centre to host the Falcon Infrastructure. CrowdStrike hosts its cloud infrastructure within AWS, with data services divided evenly between a number of “Availability Zones”. High speed, low-latency networks between the Availability Zones support near real-time replication of data, and transparent fail-over in the event of a single Availability Zone outage. CrowdStrike runs data processing services in multiple Availability Zones and we design systems to be stateless. CrowdStrike’s cloud infrastructure is designed to automatically replace degraded or failed servers with healthy ones, without loss of data or continuity.

CrowdStrike has a documented Business Continuity Plan (BCP). The plan covers every aspect of restoring and recovering the service given a catastrophic failure as well as protecting the confidentiality and integrity of customer data. Our mirrored Blue/Green production environment which sits within AWS' fault tolerant cloud infrastructure is part or our SOC2 audit.

CrowdStrike's infrastructure is spread across AWS' fault tolerant "recovery zones" which encompasses multiple data centers. Additionally, as part of our routine operations, we employ a redundant "blue-green" production infrastructure where our production data are mirrored. As part of our routine change management procedure (at least 2x/month), we decommission for eg the blue instance and promote the green and vice versa. If there is an issue, we are able to seamlessly revert to the previous color. Our blue-green instances are mirrored across AWS' infrastructure recovery zones. Upon request CrowdStrike legal can provide details of the SOC2 report.

6.1.13. 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.

Natively, we use our own authentication combined with an MFA for authentication to the Falcon console. We also allow for SSO integration delivered via SAML 2.0. You can integrate in two ways: via generic SAML 2.0 integration or via the steps provided by officially tested and supported platform integration. The current officially supported Single Sign-On (SSO) IdPs include:
- Okta
- Ping One
- Ping federate
- Active Directory Federation Services (ADFS)
- Azure AAD

Also Falcon has built in Role Based Access Controls (RBAC). This allows for different levels of access to control policy changes, updates, responses and much more. On top of RBAC, Falcon also has UI audit app built into the tool, as well as Real-Time Response (RTR) auditing native out of the box.

6.1.13. 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.

CrowdStrike has a number of partners who can use CrowdStrike telemetry to extend coverage into other areas. These partners integrate as a XDR connector (ingest and response), one way (data sharing, policy control) or two way (data sharing, ingest and policy control).

These integrations includes:
NDR - Corelight, Vectra AI and ExtraHop
NG Firewall - Fortinet, Cisco, Palo Alto Networks
Web Gateway/CASB/SASE/SSE - Netskope and ZScaler
Email Security - Proofpoint Abnormal and Mimecast
Airlock Digital (Application Allowlisting)
Illumio (Network Segmentation)
Obsidian (Cloud Detection & Response)
Truefort (Application Analytics)
Domain Tools (Threat Intel with DNS Dataset)
Dragos (ICS/IOT Threat Detection)

RISKIQ (Attack Surface Management)
Exabeam (UEBA)

6.1.14. Compliance snd 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.

Yes and no.
The data collected by the CrowdStrike agent does not examine file contents which is usually a "not applicable" answer to this particular question due to CrowdStrike's FEDRAMP Moderate certification regarding the collection of ONLY metadata.

The path to FedRAMP authorization required CrowdStrike to deliver proof of compliance with more than 300 unique control objectives specified by the FedRAMP PMO. These requirements address every aspect of SaaS operation, including system access controls, security awareness and training for CrowdStrike staff, contingency planning, physical and environmental security, and many more. Adhering to these control objectives ensures that a CSP operates to strict industry best practices. In addition, once a CSP has been authorized, regular monitoring and security assessments provide continuing assurance that CSPs are operating in compliance with FedRAMP standards.

The FBI doesn’t evaluate products/vendors/services and then provide a certification, so CrowdStrike cannot officially claim to be CJIS-compliant. However, CrowdStrike's GovCloud offering (proposed) is FEDRAMP Moderate which in most states supersedes CJIS requirements.

Agencies using this service

- Centers for Disease Control and Prevention
- Consumer Financial Protection Bureau
- Consumer Product Safety Commission
- Corporation for National & Community Service (CNCS)
- Department of Agriculture
- Department of Commerce
- Department of Defense
- Department of Education
- Department of Energy
- Department of Health and Human Services
- Department of Homeland Security
- Department of Housing and Urban Development
- Department of Justice

- Department of Labor
- Department of the Interior
- Department of Veterans Affairs
- Export-Import Bank of the United States
- Federal Bureau of Prisons
- Federal Deposit Insurance Corporation
- Federal Energy Regulatory Commission
- Federal Student Aid
- Federal Trade Commission
- General Services Administration
- Immigration and Customs Enforcement
- Institute of Museum and Library Services
- International Trade Administration
- National Endowment for the Humanities
- National Geospatial-Intelligence Agency
- National Labor Relations Board
- National Nuclear Security Administration / Lawrence Livermore National Laboratory
- Pension Benefit Guaranty Corporation
- Tennessee Valley Authority
- U.S. International Development Finance Corporation
- United States Commission on Civil Rights

6.1.15. Integration
6.1.16.1. The Solution shall integrate with the Department's existing security tools such as firewalls, antivirus software, and 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.

All CrowdStrike data is available with 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

CrowdStrike provides out-of-the-box integrations into products such as Splunk, Azure Sentinel, ServiceNow, Swimlane, and various others around anti-virus and firewall solutions.

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.

CrowdStrike offers Services packages of Operational Support for customers seeking to get the most value of of any Falcon platform implementation.
View more information here: https://store.crowdstrike.com/

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

Yes. Falcon Identity Protection integrates with Okta Verify MFA and Okta SSO, Azure AD and Azure MFA NPS, and PingFederate and PingID.

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

The Falcon platform provides all standard APIs needed to integrate with third party systems SOCs commonly use.

See more here: https://www.crowdstrike.com/blog/tech-center/integrate-with-your-siem/

6.1.16.4. 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 FLDS has regarding integration issues.

CrowdStrike supports an API library for a multitude of user cases. The API's are RESTful, allowing both 3rd party, and custom cloud-to-cloud and other integrations. Documentation on APIs is available directly from the web console or developer portal.

6.1.17 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.

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 SLA's and services are tracked internally, and disruptions are disclosed to the customer along with details of resolutions.

6.1.17.1. 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.

The SLA around Falcon Platform is 99.9% uptime. Due to our strict confidentiality policy, CrowdStrike does not provide this in response to an RFI/RFP. If down selected as a finalist, CrowdStrike will be happy to provide specific reference material.

6.1.17.2. The vendor shall propose meaningful financial consequences in the draft performance and availability SLA submitted with their Quote, which will be incorporated in the FLDS-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.

Crowdstrike offers professional training education services to enhance and expand your cybersecurity abilities, from introductory to advanced capabilities. Our education brings out the best in your people, from 24X7 security operations engineers to senior business executives and even those with non-technical responsibilities. We teach security practitioners how to detect, prevent, and stop breaches utilizing remote and onsite training with the latest EDR technology tools and cyber threat intelligence.

We provide 3 levels of training and certification; 100s, 200s and 300s. 100-Level courses ground you in the basics of the Crowdstrike Falcon Platform. This material and lessons are aimed at the technical contributor, from the SOC shift worker through incident analysts.The 200's expand your knowledge by providing more detailed guidance and best practices to help you get the most value from the Falcon Platform. These are aimed at 2nd level SOC personal, security engineers, intelligence personnel and other similar roles. The 300 level helps train what tactics to execute to answer why, when, where, and how questions related to intelligence-driven security. These are aimed at incident responders, forensic analysts, intelligence fusion, threat hunters, and similar roles.

Each level requires an exam to proceed to the next level of courses.

Additional Course and Exam credits can be purchased anytime via purchase order or credit card.

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).

CrowdStrike offers professional training education services to enhance and expand your cybersecurity abilities, from introductory to advanced capabilities. Our education brings out the best in your people, from 24X7 security operations engineers to senior business executives and even those with non-technical responsibilities. We teach security practitioners how to detect, prevent, and stop breaches utilizing remote and onsite training with the latest EDR technology tools and cyber threat intelligence.

Your quotes include access to CrowdStrike University and the 100 level courses at no cost. 100-Level courses ground you in the basics of the CrowdStrike Falcon Platform. This material and lessons are aimed at the technical contributor, from the SOC shift worker through incident analysts.

In addition to the free 100's, you have 100 credit hours included on your quotes to be used for the 200 and 300 level courses. The 200's expand your knowledge by providing more detailed guidance and best practices to help you get the most value from the Falcon Platform. These are aimed at 2nd level SOC personal, security engineers, intelligence personnel and other similar roles. The 300 level helps train what tactics to execute to answer why, when, where, and how questions related to intelligence-driven security. These are aimed at incident responders, forensic analysts, intelligence fusion, threat hunters, and similar roles.

Each level requires an exam to proceed to the next level of courses. There are ADDCREDITS credits on your quotes for exams.

Additional Course and Exam credits can be purchased anytime via purchase order or credit card.

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.

Product: Falcon Complete

Priority Levels	**Initial Response Time**	**Followup**	**Description & Examples**	**Notes**
P1	• Standard Support - 1 hour • Premium Support - 1 hour	Hourly	• Falcon console is not available to customer. • 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 local business hours. Chat support is available for P3 issues during normal business hours.

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.

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

CrowdStrike Products

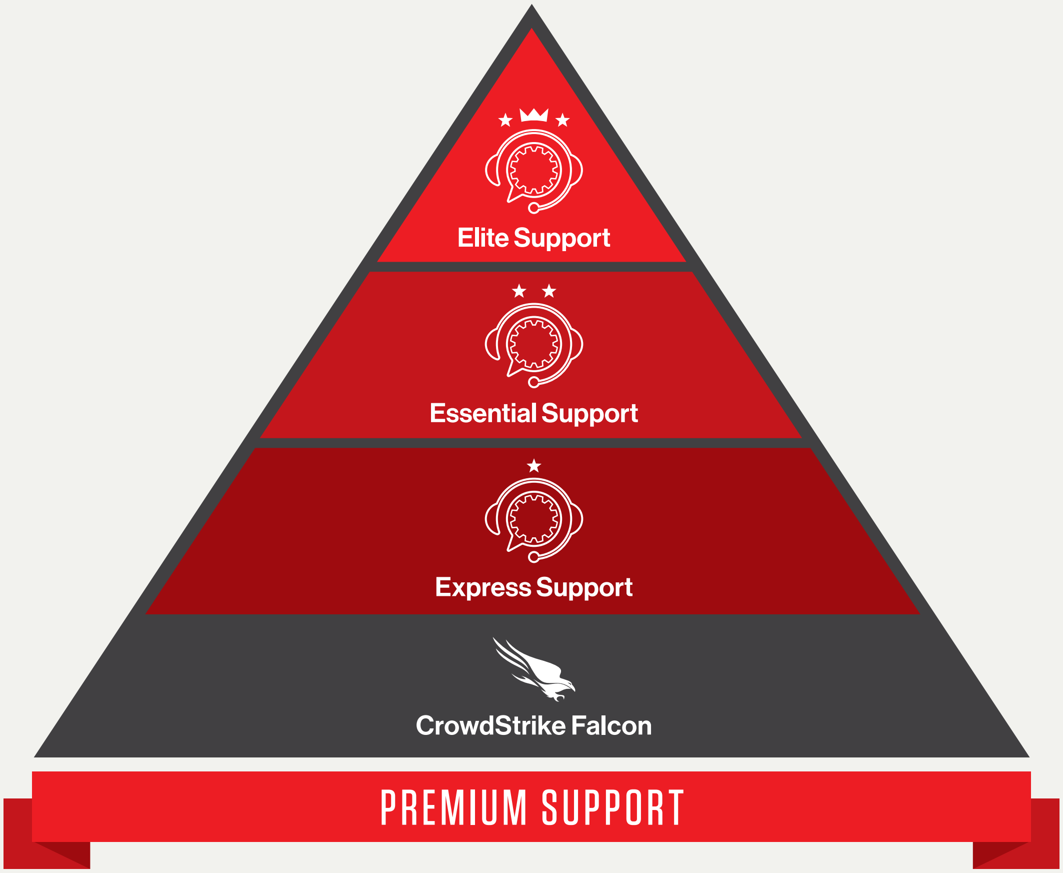
CROWDSTRIKE

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/**

6.2.3.1. 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.

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.

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.

The Technical Account Manager (TAM) or the Complete Team (MXDR) will perform this task depending on which selection is chosen.

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

The Technical Account Manager (TAM) acts as an onboarding catalyst and project manager while the Complete Team (MXDR) will perform these tasks.

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.

The Technical Account Manager (TAM) will handle this task.

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; to 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

Falcon Complete is an optional Managed version of XDR.

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 onboarding and configuration to maintenance, monitoring, incident handling and remediation 24/7/365. This Complete service also comes with a breach warranty of up to $1 million.

Complete includes:

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

CrowdStrike Falcon OverWatch (included with Complete) 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 OverWatch 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

Incident Response Retainerships are available. These purchases are buckets of Services hours which can be leveraged in the case of an IR incident where CrowdStrike will assist directly, but these hours can also be used for implementation, customization, or various tabletop activities (ex: threat simulations, c-level tabletops, legal tabletops or penetration tests).

Falcon LogScale is a log aggregation and management platform (SaaS-delivered) in which all data feeds (Firewalls, EPP, SWG, CASB, etc) can be ingested, stored for long-term retention and queried at unparalleled speeds. This offering can also be supplied with "Complete" services mentioned above where CrowdStrike will fully manage, tune and build dashboarding as well as automated alerts.

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.

The Falcon Complete quote is CrowdStrike's managed offering. The Falcon Complete Team will provide onboarding, configuration, 24/7 monitoring, and 24/7 remediation services. Complete manages Falcon Prevent, Falcon Insight, Falcon Discover, and Falcon OverWatch.

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/

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

Detection Level

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 in Table 1 above, 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.

SLA Calculation. The CT SLA will be measured on a calendar month basis by looking at the Average Response Time for each detection level set forth in Table 1 above and Customer requests. The "Average Response Time" for each detection level shall be calculated by: (a) dividing: (i) the total number of hours or fractions thereof of response times (i.e., the period of time it takes the Complete Team to respond as described above) for Customer during an applicable calendar month (excluding only downtime occurring during the Falcon Platform scheduled maintenance period or attributable to elements of force majeure) by (ii) the total number of each applicable type of (i) detections (e.g., Critical, High or Medium), or (ii) Customer requests in such month. Each calendar month, CrowdStrike shall, for the prior month, provide to Customer the Average Response Time for each detection level set forth in Table 1 and for Customer requests.

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

CrowdStrike Products

CROWDSTRIKE

CROWDSTRIKE FALCON PREMIUM SUPPORT

Superior technology plus premium support delivers maximum protection for your business

CROWDSTRIKE FALCON PREMIUM SUPPORT

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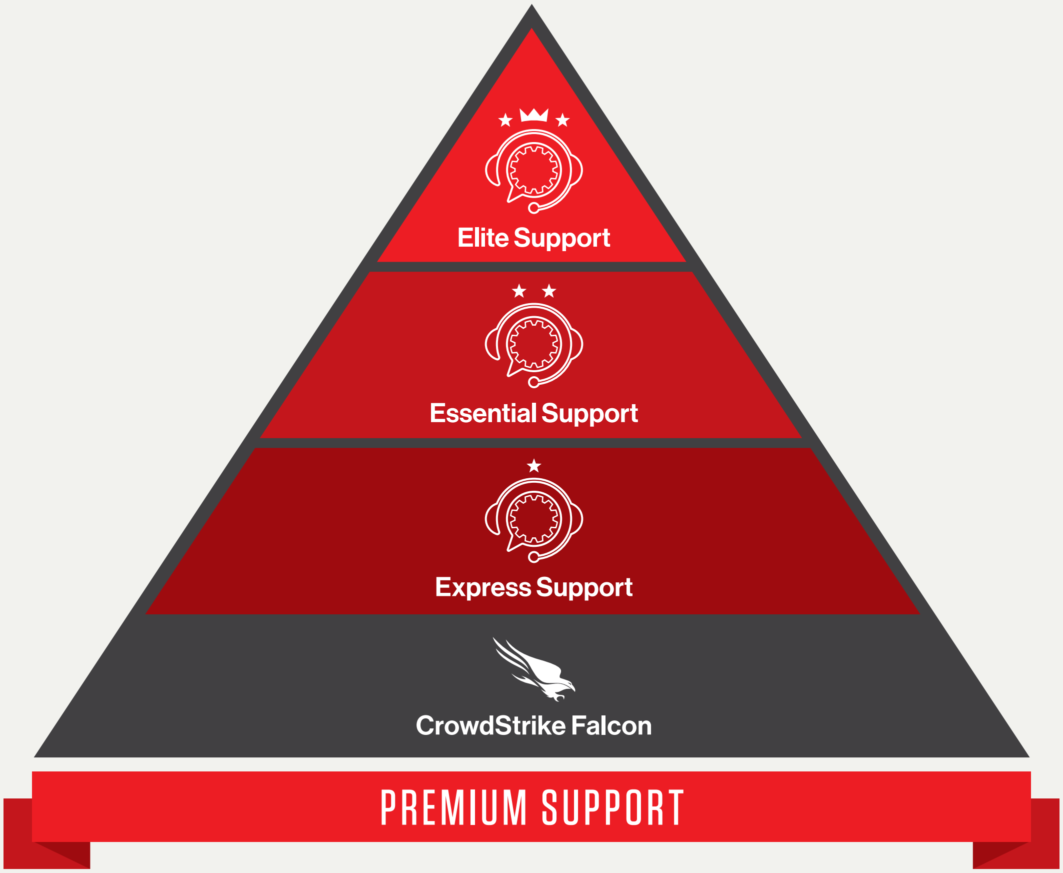

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Express Support: For small to medium sized corporate IT environments where deployment and operational issues must be addressed quickly.

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

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.

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PROACTIVE SUPPORT

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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.

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.

Through a platform that spans endpoints, identities, applications, the network edge, and the cloud, CrowdStrike is building a unified data layer to power the next generation of enterprise security and IT platforms. With the ability to ingest and analyze both first- and third-party data, and to answer complex questions at the speed of the cloud, CrowdStrike will continue to innovate and advance its powerful data platform to solve real-world customer problems.We are very excited for what our combined future holds. By leveraging new ingest pipelines and cloud log management, we will continue to help developers, security analysts, and IT professionals gain complete observability to answer any question, explore threats and vulnerabilities, and gain valuable insights from all computer-generated data in real-time.

We have recently announced our new Falcon XDR module, which will be the next innovation part of the Falcon platform. For full details please visit the press release at: https://www.crowdstrike.com/press-releases/crowdstrike-introduces-first-of-its-kind-xdr-module/

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.

CrowdStrike will adgere to the FLDS-approved SLAs. Future integrations can be implemented by the Customer or by CrowdStrike Services sold separately. The majority of these integrations have been API-related and very easy to implement or are implemented automatically to the UI free of charge for existing entitlements.

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.

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

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, FLDS (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.

S.No	Question	Response
1	**The Contractor shall host a kickoff meeting with the Purchaser individually, and kickoff meeting with each additional Customer, and FLDS (if applicable) in accordance with the PO, and any applicable ATC.**	CrowdStrike will facilitate this request.
2	**The Contractor shall submit the Implementation Plan timely and in accordance with the PO and any applicable ATC.**	CrowdStrike will facilitate this request.
3	**The Contractor shall provide Solution access and all services in the Final Implementation Plan in accordance with this PO and any applicable ATC.**	CrowdStrike will facilitate this request. The Purchaser or Customer is entitled to the previously mentioned demos and walkthroughs as desired.
4	**The Contractor shall ensure the Solution is available in accordance with this PO and any applicable ATC.**	CrowdStrike will facilitate this request.
5	**The Contractor shall ensure the Solution performs in accordance with the FLDS- approved SLA.**	CrowdStrike will facilitate this request.
6	**The Contractor shall ensure training and support are provided in accordance with the FLDS-approved SLA.**	CrowdStrike will facilitate this request.
7	**The Contractor shall report accurate information in accordance with the PO and any applicable ATC.**	CrowdStrike will facilitate this request.

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.

SLA 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.

Log Integration Clarification:
The CrowdStrike Falcon XDR solution includes a number of ways to handle various types of log management initatives such as out-of-the-box integrations, API connections, Data Replicator and CrowdStrike log managment, LogScale. This topic is outlined and discussed in sections: 6.1.11 6.1.15, 6.1.16.1 and 6.1.16.3 in our response. These options are included in our per user(endpoint) cost of $116.36 during the First term (years 1-3) in Attachment A., at no addittional cost. In summary:

Integrations are included for API connections to send all data to another log management system such as a SIEM.
Falcon Data Replicator (FDR) is also included which allows the CrowdStrike data to be parsed and submitted to a CrowdStrike-provisioned or existing customer AWS S3 bucket for storage which can be ingested into other management systems such as a SIEM.
All Falcon data can be sent to a CrowdStrike SaaS-delivered Log Management solution, LogScale.

2) RELEVANT EXPERIENCE

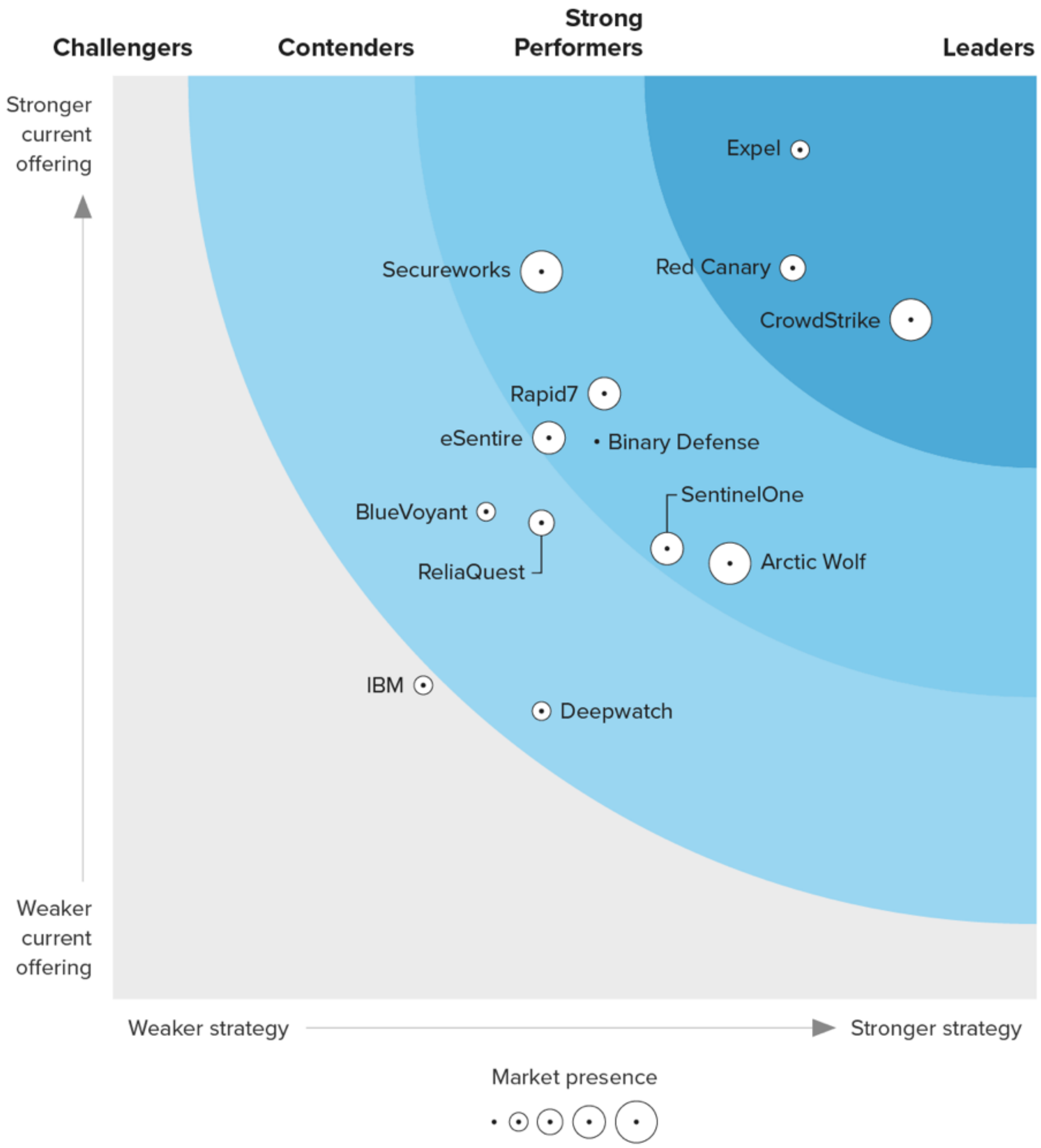
2) Documentation describing any experience providing the Solution, or similar Solution, on a statewide basis or across a large geographic region.

As indicated below by the Forrester Wave Report for Managed Detection and Response Solutions, Crowdstrike is in the leading quadrants for strategy and offering of MDR platforms. As a publicly traded company, Crowdstrike also counts many large institutional and large enterprises as customers. Specific relevant customers using Crowdstrike are listed above on pages 10-11.

THE FORRESTER WAVE™

Managed Detection And Response

Q2 2023



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

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 Forrester Wave Report for Managed Detection and Response Solutions, Crowdstrike is in the leading quadrants for strategy and offering of MDR platforms. As a publicly traded company, Crowdstrike also counts many large institutional and large enterprises as customers. Specific relevant customers using Crowdstrike are listed on pages 10-11.

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

__X__ 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 security operations platform 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

**For purposes of pricing in this "Attachment A", "User" may be defined as per node or endpoint, as CrowdStrike solutions are only purchased and priced on a per node/endpoint basis.

Initial Term Pricing (Years 1-3)		
Item No.	**Description**	**Rate Per User**
1	**Initial Software Year** One year of security operations platform software Solution as described in the RFQ per user. To include: • **implementation** • **initial training** • **initial Integration** • integration maintenance • support services	$ 116.36
2	**Subsequent Software Year** One year of security operations platform software Solution as described in the RFQ per user. To include: • **ongoing training** • integration maintenance • support services	$ 116.36

Optional Renewal Term Pricing (Years 4-6)		
Item No.	**Description**	**Rate Per User**
1	**Initial Software Year** One year of security operations platform software Solution as described in the RFQ per user. To include: - **implementation** - **initial training** - **initial Integration** - integration maintenance - support services	$ 150.75
2	**Subsequent Software Year** One year of security operations platform software Solution as described in the RFQ per user. To include: - **ongoing training** - integration maintenance - support services	$ 150.75

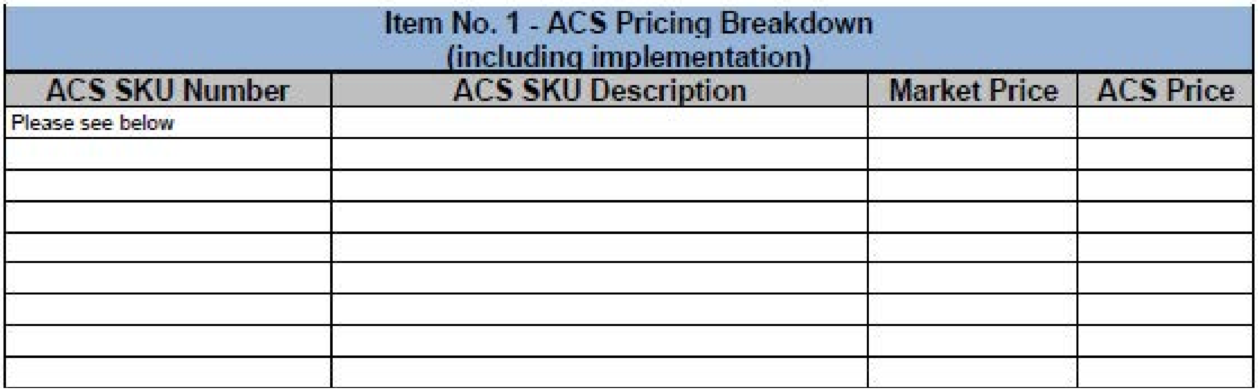
*****Please note, Crowdstrike XDR platform requires the use of the Crowdstrike EDR platform. Therefore, a potential Crowdstrike XDR customer that already utilizes Crowdstrike for EDR or intends to make a separate Crowdstrike EDR purchase, would have a lower per user rate for Crowdstrike XDR. SKUs highlighted in bold would not be necessary if already a Crowdstrike EDR user. In this scenario, the XDR per user rates would be:**

Years 1-3 $49.87

Years 4-6 $65.47

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
Please see below			

Item No. 1 - ACS Pricing Breakdown (including implementation)

ACS SKU Number	SKU Description	Market Price	ACS Price
Years 1-3			
CS.XDRCON.STD.36M	XDR Connector- CrowdStrike Falcon Platform, Standard Retention	$1.98	$1.26
CS.XDSRCONSSE.STD36M	XDR Connector- SSE (SWG & CASB), Standard Retention	$7.88	$5.02
CS.XDRCONEMAIL.STD.36M	XDR Connector-Email, Standard Retention	$1.98	$1.26
CS.XDRCONNDRJ.STD.36M	XDR Connector- NDR Jumbo, Standard Retention	$19.72	$12.56
CS.XDRCONFWJ.STD.36M	XDR Connector- Firewall Jumbo, Standard Retention	$39.41	$25.09
CS.XDRCONID.STD.36M	XDR Connector- Identity/SSO, Standard Retention	$1.98	$1.26
RR.PSO.ENT.NCAP.36M	University LMS Subcription New Customer Access Pass	$0.00	$0.00
RR.HOS.ENT.ETLE.36M	Elite Support **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.	$359,897.17	$341,902.00
CS.EPPENTBDL.SOLN.T14.36M	**Falcon Endpoint Protection Enterprise Bundle**	**$45.68**	**$28.63**
CSTG.STD.36M	**Threat Graph Standard**	**$6.72**	**$6.12**
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**	**$18.34**
CS. HUMIOCFALC.SOLN90.14.36M	**Humio Cloud for Falcon- 90 day retention (quantity= endpoints**	**$20.58**	**$12.67**
CS.ITP.SOLN.36M	**Identity Threat Protection (Accounts)**	**$21.20**	**$13.05**
CS.FDR.SOLN.36M	**Falcon Data Replicator**	**$5.29**	**$4.81**

Item No. 2 – ACS Pricing Breakdown (without implementation)

ACS SKU Number	SKU Description	Market Price	ACS Price
Years 4-6			
CS.XDRCON.STD.36M	XDR Connector- CrowdStrike Falcon Platform, Standard Retention	$1.98	$1.69
CS.XDSRCONSSE.STD36M	XDR Connector- SSE (SWG & CASB), Standard Retention	$7.88	$6.70
CS.XDRCONEMAIL.STD.36M	XDR Connector-Email, Standard Retention	$1.98	$1.69
CS.XDRCONNDRJ.STD.36M	XDR Connector- NDR Jumbo, Standard Retention	$19.72	$16.77
CS.XDRCONFWJ.STD.36M	XDR Connector- Firewall Jumbo, Standard Retention	$39.41	$33.52
CS.XDRCONID.STD.36M	XDR Connector- Identity/SSO, Standard Retention	$1.98	$1.69
RR.PSO.ENT.NCAP.36M	University LMS Subcription New Customer Access Pass	$0.00	$0.00
RR.HOS.ENT.ETLE.36M	Elite Support **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.	$359,897.17	$341,902.31
CS.EPPENTBDL.SOLN.T14.36M	**Falcon Endpoint Protection Enterprise Bundle**	**$45.68**	**$38.24**
CSTG.STD.36M	**Threat Graph Standard**	**$6.72**	**$6.38**
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**	**$19.14**
CS. HUMIOCFALC.SOLN90.14.36M	**Humio Cloud for Falcon- 90 day retention (quantity= endpoints**	**$20.58**	**$16.92**
CS.ITP.SOLN.36M	**Identity Threat Protection (Accounts)**	**$21.20**	**$17.43**
CS.FDR.SOLN.36M	**Falcon Data Replicator**	**$5.29**	**$5.03**

***Please note, Crowdstrike XDR platform requires the use of the Crowdstrike EDR platform. Therefore, a potential Crowdstrike XDR customer that already utilizes Crowdstrike for EDR or intends to make a separate Crowdstrike EDR purchase, would have a lower per user rate for Crowdstrike XDR. SKUs highlighted in bold would not be necessary if already a Crowdstrike EDR user.
In this scenario, the XDR per user rates would be:

Years 1-3 $49.87
Years 4-6 $65.47

Item No. 2 – ACS Pricing Breakdown (without implementation)

ACS SKU Number	SKU Description	Market Price	ACS Price
Please see above			

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 a security operations platform 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.

KR2 Technology
Vendor Name

Jon Menendez
Signature

88-2459986
FEIN

Jon Menendez
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. Hillborough Ave	8635 W. Hillborough 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

7) NON-DISCLOSURE AGREEMENT

7) Non-Disclosure Agreement executed by the vendor.

Please see the executed NDA documents beginning on the following page.

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	**KR2 Technology**
By: ______________________________	By: Glenn Kirkland JR Digitally signed by Glenn Kirkland JR Date: 2023.05.17 19:22:14 -04'00'
Name: ______________________________	Name: Glenn Kirkland JR
Title: ______________________________	Title: CEO
Date: ______________________________	Date: 5/17/2023

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 Security Operations platform and support as outlined 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-22/23-157. 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 | 5:01 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