



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 26, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into contract with General Datatech, L.P. (VC #275301), Dallas, TX in the amount up to and not to exceed \$1,843,010.00 for Managed Services for Endpoint Detection and Response and Identity Threat Detection and Response, with the option to renew for up to an additional two years, effective upon Governor and Executive Council approval through April 30, 2027.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This contract will provide a vehicle to procure Managed Endpoint Detection and Response (EDR) and Identity Protection Services which are cybersecurity services that focus on detecting and responding to threats at the endpoint (i.e. desktops, laptops, servers, and mobile devices) level within an organization's network. By implementing robust authentication mechanisms, access controls, and security awareness training programs, organizations can mitigate the risk of unauthorized access and safeguard their critical assets from cyber threats.

Managed EDR services are critical for cybersecurity for the following reasons:

- **Threat Detection:** Managed EDR solutions continuously monitor endpoint activities for signs of malicious behavior or indicators of compromise. They employ various techniques such as signature-based detection, behavioral analysis, machine learning, and threat intelligence to identify potential threats.
- **Rapid Incident Response:** In the event of a security incident, managed EDR allows for swift response actions. It can isolate compromised endpoints, block malicious processes, and remediate threats to prevent further damage to the network.
- **Visibility and Control:** Managed EDR provides organizations with greater visibility into their endpoint environment. This includes insights into user activities, application usage,

network connections, and system configurations. With this visibility, organizations can better understand their security posture and enforce security policies effectively.

- **Compliance Requirements:** Many industries have regulatory compliance requirements that mandate the implementation of endpoint security measures. Managed EDR helps organizations meet these requirements by providing the necessary monitoring and reporting capabilities.
- **Threat Hunting:** Managed EDR services often include proactive threat hunting capabilities, where security analysts actively search for signs of advanced threats or suspicious activities within the endpoint environment. This proactive approach helps identify and neutralize threats before they cause significant damage.
- **Scalability and Efficiency:** By outsourcing endpoint security monitoring and response to a managed service provider, organizations can leverage the expertise and resources of security professionals without the need to build and maintain an in-house security operations center (SOC). This allows for scalability and cost-efficiency, particularly for smaller organizations with limited cybersecurity resources.

Protecting identity credentials is important for the following reasons:

- **Prevention of Unauthorized Access:** Identity credentials, such as usernames and passwords, are often the keys to accessing sensitive information and resources within an organization's network. If these credentials fall into the wrong hands, unauthorized individuals can gain access to confidential data, systems, and services, leading to data breaches, financial loss, and reputational damage.
- **Data Protection:** Identity credentials are often used to authenticate users accessing data stored in databases, file shares, and other repositories. By safeguarding these credentials, organizations can prevent unauthorized individuals from accessing, modifying, or exfiltrating sensitive data, thereby protecting the confidentiality, integrity, and availability of their information assets.
- **Prevention of Insider Threats:** Insider threats, where authorized users misuse their privileges to harm the organization, are a significant cybersecurity concern. Protecting identity credentials helps mitigate the risk of insider threats by ensuring that only authorized personnel have access to sensitive systems and data, and by monitoring user activities for signs of suspicious behavior.
- **Maintaining Regulatory Compliance:** Many industry regulations and data protection laws, such as GDPR, HIPAA, and PCI DSS, require organizations to implement strong authentication mechanisms and protect user credentials. Failure to comply with these regulations can result in significant fines and legal penalties. By protecting identity credentials, organizations can demonstrate compliance with regulatory requirements and protect themselves from legal liability.
- **Preventing Account Takeover Attacks:** Account takeover (ATO) attacks, where attackers gain unauthorized access to user accounts by stealing or guessing credentials, are a common threat in cybersecurity. By implementing measures such as multi-factor authentication (MFA), password policies, and user training, organizations can reduce the risk of ATO attacks and protect their users' accounts and sensitive data.
- **Preserving Trust and Reputation:** A data breach resulting from compromised identity credentials can have severe consequences for an organization's reputation and brand image. Customers, partners, and stakeholders expect organizations to safeguard their personal and sensitive information. Failing to protect identity credentials can erode trust

and damage relationships with stakeholders, potentially leading to loss of business and revenue.

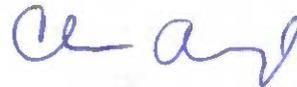
The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2883-24 on March 19, 2024, with responses due on April 10, 2024. This RFB reached 348 vendors through the NIGP registry with an additional 27 directly sourced. There were 3 compliant responses received. General Datatech, L.P. submitted the lowest, compliant bid.

The estimated term price limitation of \$1,843,010.00 is based on the number of endpoints, servers, active identities (objects) and management consoles identified by the Department of Information Technology (DoIT) and the annual rates bid by General Datatech, L.P. To ensure proper funds have been established, an additional 10% was added for allowance for balance of product line of \$167,546.36 for any unforeseen costs. The annual spend for the first and second year of the contract term is expected to be 60% of the annual cost for the third year of the contract.

Contract financials	
Estimated annual spend (years 1 and 2)	\$456,944.63
Estimated annual spend (year 3)	\$761,574.38
Estimated 3-year term spend	\$1,675,463.64
Add allowance for balance of product line (10%)	\$167,546.36
Recommended price limitation	\$1,843,010.00

Based on the foregoing, I am respectfully recommending approval of the contract with General Datatech, L.P.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

May 10, 2024

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with General Datatech L.P., as described below and referenced as DoIT No. 2024-103.

The purpose of this request is to provide Managed Services for Endpoint Detection and Response and Identity Threat Detection and Response.

The Total Price Limitation shall be \$1,843,010 effective upon Governor and Executive Council approval through April 30, 2027.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2024-103

cc: Rebecca Bolton, IT Manager



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Statewide Managed Services for	Agency	Statewide
RFB#	2883-24	Requisition#	
Agent Name	Donald Daley	Bid Closing	

Vendor	Annual Rate Per Endpoint (Laptop)	Annual Rate Per Endpoint (Server)	Annual Rate Per Object	Management Console	Hosting (as required)
CBTS Technology Solutions LLC	Non-Compliant				
CDW Government LLC	Non-Compliant				
Firebird Tech Partners LLC	Non-Compliant				
General Datatech LP	\$ 39.48	\$ 54.46	\$ 15.48	\$ 1,623.40	Included
MGT of America Consulting LLC	Non-Compliant				
Omada Technologies LLC	Non-Compliant				
Presidio Networked Solutions LLC	\$ 39.63	\$ 54.85	\$ 15.54	\$ 1,629.31	Included
Reboot First IT Services LLC	Non-Compliant				
Red River Technology LLC	Non-Compliant				
SHI International Corp	\$ 39.69	\$ 54.74	\$ 15.56	\$ 1,631.85	Included
Trebron Security LLC	Non-Compliant				
Trusted Internet LLC	Non-Compliant				
Worldcom Exchange	Non-Compliant				

Indicates Awarded Vendor



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Price Limitation Financials

Endpoints	12000
Servers	1553
Active Identities (Objects)	12500
Management Consoles	6
Price per Endpoint	\$39.48
Price per Server	\$54.46
Price per Active Identity	\$15.48
Price per Management Console	\$1,623.00
Endpoint Cost	\$473,760.00
Server Cost	\$84,576.38
Active Identity Cost	\$193,500.00
Management Console Cost	\$9,738.00
2024 Annual Cost*	\$456,944.63
2025 Annual Cost*	\$456,944.63
2026 Annual Cost	\$761,574.38
Estimated Term Spend	\$1,675,463.64
Add allowance for expansion/future quantities	\$167,546.36
Price Limitation	\$1,843,010.00

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room-102 Concord, NH 03301	
1.3 Contractor Name General Datatech LP		1.4 Contractor Address 999 Metromedia Place Dallas, TX 75247	
1.5 Contractor Phone Number 617-828-2002	1.6 Account Unit and Class Various	1.7 Completion Date April 30, 2027	1.8 Price Limitation \$1,843,010.00
1.9 Contracting Officer for State Agency Gary S. Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature <div style="text-align: center;">  </div>		1.12 Name and Title of Contractor Signatory Dave Arcemont CHRO	
1.13 State Agency Signature <div style="text-align: center;">  </div>		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: June 11, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

MV

Contractor Initials DA
 Date May 16, 2024

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials Da

Date May 16, 2024

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

DA
Contractor Initials _____

Date May 16, 2024

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials Da
Date May 16, 2024

EXHIBIT A - SPECIAL PROVISIONS

To the fullest extent permitted by law, the maximum aggregate liability of the State or Contractor for any claims arising from, or in any way related to, this Agreement shall not exceed the amount paid by the State to Contractor for the goods and services furnished hereunder during the six (6) full calendar months immediately preceding the month of the event that first gives rise to such liability; provided, however, that in no event shall the State or Contractor be liable for any consequential, indirect, incidental, special or punitive damages of any kind or nature whatsoever, however caused and on any theory of liability arising from the Agreement giving rise to the liability, including, without limitation, lost profits or goodwill or lost revenues or loss of records or data, regardless of whether arising from breach of contract, tort, strict liability, NEGLIGENCE or otherwise, even if Contractor OR CUSTOMER has, or should have, any knowledge, actual or constructive, of the possibility of such loss or damages or if such loss or damage could have been reasonably foreseen.

Contractor Initials DA
Date May 16, 2024

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

General Datatech LP (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State") with Managed Services for Endpoint Detection and Response and Identity Threat Detection and Response Services in accordance with the bid submission in response to State Request for Bid #2883-24 and as described herein.

2. CONTRACT DOCUMENTS:

This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2883-24
- EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2883-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence upon approval of the Governor and Executive Council through April 30, 2027, a period of approximately three (3) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK:

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

Contractor shall provide 24/7/365 Managed Endpoint Detection and Response (MEDR) Services.

Contractor shall provide 24/7/365 Managed Identity Threat Detection and Response (ITDR) Services.

Contractor shall provide expert security analysts to manage, monitor, respond to and remediate threats as part of the MEDR and ITDR services.

Contractor shall provide a "Next-gen AV" (non-signature based) solution that includes effective prevention technologies with comprehensive visibility into the environment as an integral part of MEDR and ITDR services.

Contractor shall use a "single agent" to enable all managed services.

Contractor shall provide managed threat hunting services and teams as an integral part of MEDR and ITDR services.

Contractor shall provide a consolidated "management portal" for local use as an integral part of the MDR and ITDR services.

All services shall be delivered via a cloud-native environment. No hardware, additional software (other than the agent) or other equipment that requires additional power, space, or cooling at the eligible entities' location shall be part of the solution/service.

Contractor shall provide options for eligible entities to purchase EDR and ITDR services together or separately as desired.

Contractor shall ensure opportunities to purchase services are available on a quarterly basis for a period of at least one year from the quarter of purchase.

Contractor shall provide onboarding support to eligible entities for EDR and ITDR services.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. USAGE REPORTING:

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Donald Daley and sent electronic to Abigail.F.Joy@DAS.NH.GOV. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB 2883-24 as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD:

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

The Contractor hereby agrees to provide Managed Services for Endpoint Detection and Response and Identity Threat Detection and Response Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,843,010.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

10. PRICING STRUCTURE:

COMMERCIAL CLOUD COMPLETE OFFERINGS			
Item	Part Number	1-Year Pricing	3-Year Pricing
Falcon Complete with CWP (Commercial or EU) – Flex	FC.CS.SOLN.FLEX	\$39.48	\$ 105.70
Threat Graph Standard	CS.TG.STD	\$0.00	\$ -
Insight	CS.INSIGHTB.SOLN	\$0.00	\$ -
Prevent	CS.PREVENTB.SOLN	\$0.00	\$ -
Discover	DS.DISCB.SOLN	\$0.00	\$ -
Falcon Complete Subscription	CS.FALCOMP.SVC	\$0.00	\$ -
Overwatch	CS.OWB.SVC	\$0.00	\$ -
Essential Support	RR.HOS.ENT.ESTL	\$103,523.32	\$ 276,994.82
Falcon Complete: Complimentary CID	CS.FALCOMPONBC.SOLN	\$0.00	\$ -
Falcon Complete: Additional CID Workload	SC.FALCOMPONBM.SOLN	1,623.40	\$ 4,870.20
University LMS Subscription Customer ACC	RR.PSO.ENT.PASS	\$0.00	\$ -
Identity Threat Protection Complete	CS.ITPC.SOLN	\$15.48	\$ 41.55
Identity Threat Protection (Accounts)	CS.ITP.SOLN	\$0.00	\$ -
Identity Threat Protection Complete Upgrade (Accounts)	CS.ITPCU.SOLN	\$0.00	\$ -
Essential Support	RR.HOS.ENT.ESTL	40,569.95	\$ 109,119.17
Falcon Complete with CWP (Commercial or EU) – Flex	FC.CS.SOLN.FLEX	\$54.46	\$ 150.52
Insight	CS.INSIGHTB.SOLN	\$0.00	\$ -
Prevent	CS.PREVENTB.SOLN	\$0.00	\$ -
Discover	CS.DISCB.SOLN	\$0.00	\$ -
Falcon Complete Subscription	CS.FALCOMPS.SVC	\$0.00	\$ -
Overwatch	CS.OWB.SVC	\$0.00	\$ -
Server Threat Graph Standard	CS.TG.STD.HPS	\$0.00	\$ -
Essential Support	RR.HOS.ENT.ESTL	\$14,269.43	\$ 39,450.78

GOVERNMENT CLOUD COMPLETE OFFERINGS			
Item	Part Number	1-Year Pricing	3-Year Pricing
Falcon Complete with Threat Graph Standard	CS.FCSD.GOV.SOLN	\$41.71	\$112.23
Insight	CS.INSIGHTB.SOLN	\$ -	\$ -

Contractor Initials DA

Date May 16, 2024

Prevent	CS.PREVENTB.SOLN	\$ -	\$ -
Discover	CS.DISCB.SOLN	\$ -	\$ -
Falcon Complete Sub	CS.FALCOMPSGOV.SVC	\$ -	\$ -
Overwatch	CS.OWB.SVC	\$ -	\$ -
Threat Graph Standard	CS.TG.STD.GOV	\$ -	\$ -
Falcon Complete Complimentary CID	CS.FALCOMONBC.SOLN	\$ -	\$ -
	RR.HOS.ENT.ESTL	\$ 218,238.34	\$ 587,564.77
Falcon Complete: Additional CID Workload	CS.FALCOMONBM.SOLN	\$ 1,598.32	\$ 4,794.95
University LMS Subscription Customer ACC	RR.PSO.ENT.PASS	\$ -	\$ -
Identity Threat Complete	CS.ITPC.GOV.SOLN	\$ 18.26	\$ 48.62
Identity Threat Protection (Accounts)	CS.ITP.SOLN	\$ -	\$ -
Identity Threat Upgrade	CS.ITPCU.GOV.SOLN	\$ -	\$ -
Essential Support	RR.HOS.ENT.ESTL	\$ 95,129.53	\$ 254,611.40
Falcon Complete w/Server Threat Graph Standard	CS.FCSD.HPS.GOV.SOLN	\$ 55.44	\$ 157.15
Insight	CS.INSIGHTB.SOLN	\$ -	\$ -
Prevent	CS.PREVENTB.SOLN	\$ -	\$ -
Discover	CS.DISCB.SOLN	\$ -	\$ -
Falcon Complete Sub	CS.FALCOMPSGOV.SVC	\$ -	\$ -
Overwatch	CS.OWB.SVC	\$ -	\$ -
Server Threat Graph Standard	CS.TG.STD.HPSGOV	\$ -	\$ -
Essential Support	RR.HOS.ENT.ESTL	\$ 29,658.03	\$ 82,259.07

OPTIONAL PRODUCTS			
Item	Part Number	1-Year Pricing	3-Year Pricing
Falcon Next-Gen Siem Additional Ingestion	CS.NGSIEMG.SOLN	\$ 225.91	\$ 639.39
Falcon Next-Gen Siem 365 Day Retention	CS.NGSIEM365D.SOLN	\$ 90.44	\$ 248.70
Falcon Complete: Complimentary CID	CS.FALCOMONBC.SOLN	\$ -	\$ -
Essential Support	RR.HOS.ENT.ESTL	\$ 330,675.74	\$ 927,187.53
University LMS Subscription Customer ACC	RR.PSO.ENT.PASS	\$ -	\$ -
Falcon Search Retention – 365 Days	CS.FSR.365.SOLN	\$ 7.51	\$ 20.01
Essential Support	RR.HOS.ENT.ESTL	\$ 40,010.36	\$ 108,055.96
Falcon Device Control	CS.DEVICE.SOLN	\$ 1.07	\$ 3.11
Falcon Firewall Management Bundle Promo	CS.FIREWBP.SOLN	\$ 1.07	\$ 3.01
Falcon Exposure Management	CS.EXPOMAN.SOLN	\$ 8.77	\$ 23.68
Falcon Data Protection Promo	CS.DATAPROTP.SOLN	\$ 3.17	\$ 8.56
CrowdStrike Falcon Intelligence	CS.INTEL.SOLN	\$ 3.62	\$ 9.75

11. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

12. INVOICE:

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

13. PAYMENT:

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

Contractor Initials DA
Date May 16, 2024

EXHIBIT D - RFB 2883-24

RFB #2883-24 is incorporated here within.

Contractor Initials Da
Date May 16, 2024

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials DA
Date May 16, 2024

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GENERAL DATATECH, L.P. a Texas Limited Partnership formed to transact business in New Hampshire on November 13, 2023. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 946871

Certificate Number: 0006675887



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: April 10, 2024

Company Name: General Datatech
Address: 999 Metromedia Place
Dallas, TX 75247

To: Point of Contact: **Donald Daley**
Telephone: (603)-271-4307
Email: **NH.Purchasing@das.nh.gov**

RE: Bid Invitation Name: **Managed Services for Endpoint Detection and Response and Identity Threat Detection and Response**
Bid Number: **2883-24**
Bid Posted Date (on or by): **3/19/2024**
Bid Closing Date and Time: **4/10/2024 @ 3:00 PM (EST)**
Dear **Donald Daley**:

[Insert name of signor] Frank Pulice, on behalf of General Datatech [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2883-24 Managed Services for Endpoint Detection and Response and Identity Threat Detection and Response at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature Frank Pulice Authorized Signor's Title Director Sales

**REQUEST FOR BID FOR MANAGED SERVICES FOR ENDPOINT DETECTION AND RESPONSE AND IDENTITY THREAT
DETECTION AND RESPONSE FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for Managed Services for Endpoint Detection and Response and Identity Threat Detection and Response to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and signed page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 1:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by email to Donald Daley at Donald.J.Daley@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>.

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

03/19/2024	Bid Solicitation distributed on or by
03/28/2024	Last day for questions, clarifications, and/or requested changes to bid
04/10/2024	3:00 PM (EST) Bid Closing
05/01/2024	Implementation of Contract

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence on May 1, 2024 or upon approval of the Governor and Executive Council, whichever is later, through April 30, 2027, a period of approximately three (3) years.

The contract may be extended for up to an additional two years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;

- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:**
Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, Donald Daley and sent electronic to Donald.J.Daley@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT: Is there a different payment method for non-SoNH customers?

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-Card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** <https://www.nh.gov/treasury/state-vendors/index.htm> Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:

Invoices shall be submitted to the corresponding Eligible Participant after completion of work.

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up-to-date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

TERMINOLOGY:

✓ **Managed Endpoint Detection and Response (MEDR):** MEDR is a cybersecurity service that combines technology with human expertise to rapidly identify and limit the impact of threats by performing threat hunting, monitoring, and response. EDR, on the other hand, monitors and analyzes endpoint devices, such as workstations and

laptops. The procedure, therefore, collects system logs and network traffic to detect malicious activity in an organization's equipment.

Managed Identity Threat Detection and Response (ITDR). ITDR is a security procedure for identifying, reducing, and responding to potential identity-based threats, such as compromised user accounts, leaked passwords, data breaches, and fraudulent activity. ITDR monitors and analyzes user activity and access management logs, flagging any malicious activity. It collects data from multiple IAM sources, including on-prem and the cloud.

SCOPE OF SERVICES:

- a. Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- b. Vendor shall provide 24/7/365 Managed Endpoint Detection and Response (MEDR) Services.
- c. Vendor shall provide 24/7/365 Managed Identity Threat Detection and Response (ITDR) Services.
- d. Vendor shall provide expert security analysts to manage, monitor, respond to and remediate threats as part of the MEDR and ITDR services.
- e. Vendor shall provide a "Next-gen AV" (non-signature based) solution that includes effective prevention technologies with comprehensive visibility into the environment as an integral part of MEDR and ITDR services.
- f. Vendor shall use a "single agent" to enable all managed services.
- g. Vendor shall provide managed threat hunting services and teams as an integral part of MEDR and ITDR services.
- h. Vendor shall provide a consolidated "management portal" for local use as an integral part of the MDR and ITDR services.
- i. All services shall be delivered via a cloud-native environment. No hardware, additional software (other than the agent) or other equipment that requires additional power, space, or cooling at the eligible entities' location shall be part of the solution/service.
- j. Vendor shall provide options for eligible entities to purchase EDR and ITDR services together or separately as desired.
- k. Vendor shall ensure opportunities to purchase services are available on a quarterly basis for a period of at least one year from the quarter of purchase.
- l. Vendor shall provide onboarding support to eligible entities for EDR and ITDR services.

BACKGROUND:

Potential Scope: The State has approximately 12,000 endpoints. The University System of New Hampshire (USNH) has approximately 10,000 endpoints. Per the New Hampshire Department of Education, there are 144 School Administrative Units (SAUs) across the State. The number of endpoints at SAUs will vary from "10's" to "100's". New Hampshire has 10 counties, 13 cities, 221 towns, and 25 unincorporated places. The number of endpoints at each of these eligible entities will vary as well. The Internal Revenue Service lists 9,154 active tax-exempt organizations operating in New Hampshire, including 7,128 501(c)(3)s. These eligible entities will also vary greatly in the number of endpoints.

Vendor Company and Staff Qualifications (Experience)

Vendor must have at least 5 years of experience in MEDR/ITDR delivery

Subcontractors (Solution)

- a) Any Contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by the State. **A reseller partner may be used to facilitate delivery of licenses/services.**
- b) If a reseller is to be used, the Contractor must clearly explain their participation.
- c) If subcontractors are to be used, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

d) The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.

e) Subcontractors must abide by all terms and conditions under any resultant Contract.

ADDITIONAL REQUIREMENTS:

Any deviation from the 24 hours a day, 7 days a week, 365-day service delivery requirement in the Statement of Work shall be pre-approved by the Contracting Officer.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the Eligible entity are present. The conference shall be arranged by the eligible entity and may be virtual.

All work shall be delivered remotely from the Vendor's location(s).

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide a warranty on services subject to eligible entities attaining and sustaining the required conditions of the warranty.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor because of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT:

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

Item	Cost
Annual Rate Per Endpoint	\$ 39.48
Annual Rate Per Object	\$ 15.48
Management Console	\$ 1,623.40
Hosting (as required)	\$ Included

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Todd Rosemark

617-828-2002

Contact Person

Local Telephone Number

Toll Free Telephone Number

todd.rosemark@gdt.com

www.gdt.com

E-mail Address

Company Website

General Datatech, L.P.

999 Metromedia Place, Dallas, TX 75247

Vendor Company Name

Vendor Address

ATTACHMENTS:

The following attachment is an integral part of this bid invitation:
Attachment A: Sample P-37 Form

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 230 763 304 555

Passcode: QkGfQy

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 117 034 996 1

[Alternate VTC instructions](#)

Or call in (audio only)

+1 603-931-4944, 80274525# United States, Concord

Phone Conference ID: 802 745 25#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

ATTACHMENT 1

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those

liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

9.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive

any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the

request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements, of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



**STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398**

Date of Change: March 29, 2024

ADDENDUM # 01 TO BID INVITATION 2883-24

DATE AND TIME OF BID CLOSING: 4/10/2024 3:00 PM

FOR: STATEWIDE MANAGED SERVICES FOR ENDPOINT DETECTION AND RESPONSE AND IDENTITY THREAT DETECTION AND RESPONSE

Question 1: What is the current state of endpoint protection for devices in scope of this bid?

State Response: The State of New Hampshire uses Falcon Complete. This contract is valid through December 2026.

Question 2: Does the state currently have contracts with endpoint protection vendors (such as Microsoft or SentinelOne)? If so, does the duration of that contract cover the length of this new contract? If so or not, what do you envision the transfer of these services to look like?

State Response: See question 1.

Question 3: How long do we have to ensure the cutover to the new service and who is responsible for communicating the cutover? Is that the state or the 3rd party service?

State Response: See question 1.

Question 4: Is there any expectation for us to go onsite or is this completely remote as stated in the Transmittal Letter?

State Response: Depends on the circumstances but we expect 99% of this work is remote.

Question 5: Are any of the Endpoints servers? If so approximately how many?

State Response: Some endpoints are servers. More than 100, less than 500. Should be no difference between servers and other endpoints.

Question 6: Is the requirement to have a single agent to manage the MEDR & ITDR and Next-gen AV mandatory?

State Response: Multiple agents are not the preferred solution.

Question 7: Hosting: Confirming this is an account to have local management access. (Web Portal)

State Response: The State does not understand this question.

Question 8: Are you using a Hypervisor (VMware, Hyper-V, Xen, etc...) – how many servers and which one?

State Response: VMware.

Question 9: What is your Firewall count: Data center/Branches/Remote office and what vendor?

State Response: Current network devices are CISCO.

Question 10: Are you AD on-prem, AZURE or Hybrid?

State Response: Hybrid.

Question 11: Which Cloud service(s) are you using (Azure, AWS, GSP, O365)?

State Response: All are permitted.

Question 12: Is Data Residency allowed to be in Canada?

State Response: Data must reside in the United States.

Question 13: Is this requested service based on a specific vendor's product or are you asking for our product (as well as service) recommendation?

State Response: The State is not self-limiting.

Question 14: In addition to the State's 12,000 endpoints and UNH's 10,000 endpoints, how many additional endpoints are there across the counties, cities, towns, and unincorporated places?

State Response: This is not known. Look at those numbers as a minimum. If this question is for pricing, please just provide a price per endpoint.

Question 15: In addition to the endpoint data, does the state have the requirement to ingest, store, and analyze other data that is relevant to security investigations – Network, Cloud, Identity, etc...? If so, do you have a sense of the volume of that data?

State Response: These can be included in the offerings. Assume 10TB.

Question 16: Is the purchase a single procurement of licenses or will that be done over time. If over time, what is the rough schedule?

State Response: Done over time as required by multiple entities.

Question 17: Is there an anticipation that new entities will join this contract after initial implementation. Is there a process for this?

State Response: Any entity eligible to use Statewide contracts can leverage the services at the price points in the contract.

Question 18: Is there a desire for endpoint consolidation as part of this project? Often, these solutions can replace: Legacy Anti-Virus, EDR solutions, Forensic Agents, Device Control Agents, and Vulnerability agents.

State Response: Tell us your solution and pricing.

Question 19: Is there a requirement to gather identity data from sources in addition to Microsoft Active Directory?

State Response: Potentially. Price your service accordingly.

Question 20: Is there a requirement for an Incident Response retainer as part of the service?

State Response: No.

Question 21: Is the preferred endpoint agent & Identity vendor/manufacturer CrowdStrike or Microsoft?

State Response: CrowdStrike but we will not self-limit.

Question 22: If Microsoft – what licensing does the State currently have (i.e. E3, E5, A5)?

State Response: See question 21.

Question 23: Does the State of NH own the licensing already and just want to see a management cost OR would the state request we include licensing of technology combined with management cost?

State Response: Please present options.

Question 24: Do you have EDR software in place or do you expect the vendor to provide, install, and manage the EDR software?

State Response: See Question 1.

Question 25: If “Yes” to the above question on EDR? Do you expect us to roll off the current service?

State Response: Some eligible entities may desire this service.

Question 26: Do you have SIEM software currently in place or do you expect the vendor to provide, install, and manage the SIEM software?

State Response: This depends on the eligible entity.

Question 27: Do you have any Managed SIEM or MDR service with any other vendor? and if yes do you intend to continue to use the service?

State Response: See question 1. Each eligible entity may have a different answer to this question.

Question 28: What type of O365 licensing do you currently have? Provide us with the details of the licensing.

State Response: Technical information will be shared as necessary upon contract award and after a fully executed State NDA is on file.

Question 29: Do you have IAM software implemented currently, or do you expect the vendor to provide, install, and manage the IAM software?

State Response: Depends on the eligible entity.

Question 30: Do you have Single Sign On(SSO) currently implemented or do you expect the vendor to provide, install, and manage the SSO?

State Response: Depends on the eligible entity.

Question 31: How many applications will need SSO solution implemented and please list all the solutions?

State Response: Unknown.

Question 32: Do you use any imaging solution in place to push the agents?

State Response: This is available.

Question 33: What regulatory compliance do you need to comply with?

State Response: NIST 800-53R5, and every other compliance area SLTT's have imposed upon them.

Question 34: Have you performed a risk assessment for the regulatory compliance requirements?

State Response: Technical information will be shared as necessary upon contract award and after a fully executed State NDA is on file.

Question 35: If the data resides in the US can the vendor have the MEDR/ITDR monitoring performed from offshore location?

State Response: Depends on the offshore location but desire is in the U.S.

Question 36: Do you need onsite support for implementation at schools or can this be coordinated and implemented remotely?

State Response: Both.

Question 37: Will the State manage the solution centrally, or will each individual dept / agency manage their instance separately?

State Response: **Will not be centrally managed.**

Question 38: How will the deployment be rolled out? Will it be a few end points at a time, or will there be a mass deployment of 100's or 1,000's followed by moves / adds and changes?

State Response: Depends on the eligible entity. Some will have small numbers; some will have 100's / 1000's.

Question 39: What OSes do the endpoints run?

State Response: MS/Linux/iOS

Question 40: Is BYOD included?

State Response: Potentially, depending on eligible entities.

Question 41: What are the specific locations?

State Response: To be determined, all within The State of New Hampshire.

Question 42: What is the bandwidth between locations?

State Response: Not a single network.

Question 43: Will each department/agency need to have its own reporting or will reporting for all groups be consolidated onto one spreadsheet?

State Response: The State does not anticipate a solution that uses a spreadsheet for this.

Question 44: What are the monitoring/alerting requirements?

State Response: Equal to or greater than the level of service provided by CrowdStrike Falcon Complete.

Question 45: Would a pricing model be acceptable that charges by user, not by endpoint; objects, management console, and hosting are all included in the per user price?

State Response: Pricing needs to be based on the language in the offer section.

Question 46: Is State of New Hampshire (NH) willing to use partner off-shore resources (non-US citizens) for this MEDR – ITDR?

State Response: No

Question 47: Would State of NH, want to own the endpoint licenses. Or would be willing to have a bundled managed solution offering, where the partner owns the endpoint licenses?

State Response: The State of New Hampshire owns the Licenses.

Question 48: Has State of NH, already standardized on one endpoint solution?

State Response: Windows, iOS, Linux are all used.

Question 49: If the state has already standardized on one endpoint solution, would you be willing to have multiple endpoint platforms within your environment? Or willing to move to another solution?

State Response: See question 48.

Question 50: With Identity Threat Detection and Response, are there other services (IAM, PAM, IGA) that would be included outside of endpoint?

State Response: Potentially.

Question 51: In the RFB the scope reads as potential quantities of endpoint licenses to be included within this

project. What is the total number of endpoint licenses that State of NH needs to purchase?

State Response: This will depend on the number of eligible entities that leverage this contract. This is not just for the State level. Pricing should be inferred from the information given.

Question 52: Would State of NH, look to purchase these additional MEDR / ITDR licenses all at once or in phases, over the 3yr. term of the contact?

State Response: Over the term.

Question 53: If State of NH does purchase more MEDR & ITDR licenses, does the state expect municipalities / schools / state agencies, to be in separate instances or the same?

State Response: Separate.

Question 54: Would there be the ability to add future security solutions in the future to the contract for the organization that wins the bid?

State Response: No.

Question 55: Is the State of New Hampshire only focusing on monitoring Endpoints, or is there interest in multiple detection sources? Example: Endpoint, Network, Cloud, Email, etc.

State Response: For this offer, Endpoints.

Question 56: What Identity providers must the ITDR integrate with? Examples: Okta, Entra ID, OneLogin, etc

State Response: There are multiple entities so a variety of solutions.

Question 57: If the ITDR solution needs to support K12 and HighED, does the ITDR solution need to support Google Identity Platform?

State Response: Depends on the implementation.

Question 58: Is the licensing being purchased all at once for all states, higher ed, K12s, and Munis?

State Response: No

Question 59: Will each organization have its own dashboard, license agreement, and service agreement?

State Response: Yes – Mostly. But at the same price for all.

Question 60: Does the solution need to cover students in both K12 and Higher Ed? If yes, how many students need to be covered?

State Response: This is an opt-in to use this contract by all eligible entities in the State. The maximum number would be all the students in New Hampshire.

Question 61: How many users will need to be supported in this contract? Can you break it down by Full-Time Employees, Part-Time Employees, Full-Time Students, and Part-Time Students?

State Response: Depends on the number of eligible entities that use the contract.

Question 62: Should this solution include a formal incident response service including an incident response retainer?

State Response: No.

Question 63: Is the State of New Hampshire willing to negotiate the terms and conditions of the contract, including any special terms that may be required by software vendors?

State Response: The State of New Hampshire uses standard contract language.

Question 64: What is meant by "for local use" regarding the consolidated "management portal" in h? Does this

mean it has to be an on-prem installation of a management portal?

State Response: No. Just accessed by individual eligible entities. This will NOT be centrally managed.

Question 65: What network devices are in scope of the services and please provide count of network devices by type.

State Response: Technical information will be shared as necessary upon contract award and after a fully executed State NDA is on file.

Question 66: How many users are in scope of Managed Identity Threat Detection and Response (ITDR)?

State Response: See Question 60.

Question 67: What are the version of the endpoint operating system? Does State have any legacy operating system version in place?

State Response: Varies by entity. Not a single answer.

Question 68: Are there any other systems that the solution must integrate with aside from the endpoint and management console?

State Response: Not defined.

Question 69: Are there any requirements on how long collected data must be preserved for?

State Response: Depends on the Data Classification and compliance requirements.

Question 70: Are there any geographic/legal/political restrictions on where the vendor's team members and resources can be supported from?

State Response: See Question 46.

Question 71: Do you leverage any tools like SCCM or big fix or others to deal with patch management?

State Response: Yes.

Question 72: Are there any existing threat hunting processes, procedures, and operations in place?

State Response: Yes

Question 73: Is there an asset inventory that the State can share for the scope for services?

State Response: No.

Question 74: Have you identified the high value assets within your organization that you want to protect the most?

State Response: Yes

Question 75: Are all of your processes documented and easily retrievable?

State Response: Yes.

Question 76: What is the ticketing system that you primarily use?

State Response: Footprints.

Question 77: Do you leverage a security orchestration automation (SOAR) tool in your ecosystem?

State Response: Not in the way the question is asked.

Question 78: Is State open to exploring non-USA/offshore based hybrid options to provide the requested services and solutions?

State Response: See Question 46.

Question 79: Can the State provide any information on the budget required to support these services (E.g., budget details)?

State Response: Technical information will be shared as necessary upon contract award and after a fully executed State NDA is on file.

Question 80: Is the State currently using any service providers that are assisting the State in performing the requested services? If so, who are these providers?

State Response: Yes. CrowdStrike Falcon Complete.

Question 81: Does the State plan to select a single vendor or multiple vendors to provide these services?

State Response: We are open to multiple vendors if it makes sense for the various eligible entities.

Question 82: Can you confirm whether State of NH is interested in a Microsoft Defender for Endpoint solution, or have they settled on another vendor such as CrowdStrike?

State Response: The State cannot provide an answer at this time.

Question 83: What Microsoft 365 licensing exists within the environment today?

State Response: Depends on the eligible entity.

Question 84: Will State of NH be responsible for procurement of any necessary licensing for the solution? Or should this be priced by the vendor?

State Response: This may work both ways depending on the entity using the contract.

Question 85: We understand there will be a design and deployment phase, followed by managed services for the solution. Can you clarify this is correct and whether the vendor will be expected to conduct a pilot migration (followed by pass-off to State of NH for remaining migrations) or onboard all endpoints to the solution?

State Response: There will be no design phase. No custom solutions are required.

Question 86: We understand there will be roughly 29,000 endpoints between State, SAU, and USNH. Can you estimate how many additional endpoints will be managed for counties, cities, towns, unincorporated places, and tax-exempt organizations?

State Response: No. It depends on how many of them choose to leverage the contract.

Question 87: What is the minimum endpoint count?

State Response: The minimum is provided in the RFB.

Question 88: What is the upper limit endpoint number? This would be the not-to-exceed number for supported endpoints.

State Response: Not defined.

Question 89: Document states 12,000 endpoints. Can this be broken down into total number of Windows, Linux, MacOS computers?

State Response: No.

Question 90: Total number of data centers. To include Internet speed connectivity and are the data centers configured as Active/Active or Active/Backup?

State Response: Depends on which entity uses the contract.

Question 91: Does all network traffic go through the data centers?

State Response: See question 91.

Question 92: Total number of users with email addresses?

State Response: Undefined

Question 93: Backend core switching speed?

State Response: Depends on eligible entity.

Question 94: Total number of Cloud VMs?

State Response: Depends on eligible entity.

Question 95: What kind of SIEM, and what is the daily log ingestion?

State Response: 10TB for a planning figure.

Question 96: Can the vendor leverage an existing contract and propose exceptions to the terms and conditions included with this RFB?

State Response: The response to this RFB must comply with the terms and conditions within the RFB.

PURCHASING AGENT: DON DALEY

Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: General Datatech

ADDRESS: 999 Metromedia Place, Dallas, TX 75247

PRINT NAME: Frank Pulice

SIGNATURE: *Frank Pulice*

TEL. NO. 214-857-6100

EMAIL ADDRESS: frank.pulice@gdt.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.



FALCON PLATFORM

IN RESPONSE TO

State of New Hampshire

Managed Services for Endpoint Detection and Response and Identity Threat Detection and Response: 2883-24

150 MATHILDA PL SUITE 300, SUNNYVALE, CALIFORNIA 94086

TEL: (888)512-8906 | FAX:(949) 417-1289

[HTTPS://WWW.CROWDSTRIKE.COM/PRODUCTS/OBSERVABILITY/FALCON-LOGSCALE/](https://www.crowdstrike.com/products/observability/falcon-logscale/)

DOCUMENT CONTROL**Date** April 8, 2024**CROWDSTRIKE CONTACT****Account Manager** Dave Daddario**Sales Engineer** Trip Nine**LEGAL DISCLAIMER**

CrowdStrike's solution, pricing and offer to provide services and products in this response is expressly conditioned on: (i) CrowdStrike's current understanding of the scope of the project based on the information in the RFI, RFP, RFQ, Security Questionnaires and otherwise available and provided to CrowdStrike; and (ii) the parties negotiating mutually agreeable final terms and conditions upon award.

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RESPONSE TO REQUIREMENTS

SCOPE OF SERVICES:

THE CROWDSTRIKE PLATFORM

CrowdStrike was born in the cloud, built from the ground up with the specific purpose of allowing customers the ability to secure endpoints from the cloud without needing to manage hardware or manually update agents on devices. The initial development of CrowdStrike EDR has transformed SOC's and their analysts by allowing them to identify, respond, and remediate threats in minutes. Speed is everything when protecting your network against adversaries as the quicker they can access your network, the quicker they can get to lateral movement and create havoc. CrowdStrike has built upon our original foundation with multiple technologies and services such as: IT Hygiene, Device Control, Firewall Management, Exposure Management, Identity Protection, CSPM/Cloud Workload Security, Next Gen SIEM, Generative AI, IT Lifecycle Management, Data Retention, DLP, Intel threat services and dark web monitoring and other technologies/services. Many of which will be provided as quoted options in the response.

Recommendations for customers looking to incorporate a managed EDR and potentially managed IDP are:

Device Control – USB Policy enforcement - <https://www.crowdstrike.com/products/endpoint-security/falcon-device-control/>

Exposure Management – understand and filter vulnerabilities on endpoints and devices connected to the internet - <https://www.crowdstrike.com/products/falcon-exposure-management/>

Falcon Data Retention – A standard price to retain falcon sensor data for extended periods of time, no matter how many logs are generated - <https://www.crowdstrike.com/products/next-gen-siem/falcon-search-retention/>

Next Gen SIEM – ingest third-party data into the Next Gen SIEM for complete visibility and correlation of data into one visible graph and console - <https://www.crowdstrike.com/products/next-gen-siem/>

DLP – Data Protection - <https://www.crowdstrike.com/products/data-protection/>

Threat Intel Services – understand the threat actors who are targeting you, their methods and vulnerabilities that they attack - <https://www.crowdstrike.com/products/threat-intelligence/>

As mentioned, these are just a few of the optional products that are all leveraged through the one small sensor deployed in your environment. Being able to manage and react to multiple security threats through one console is unique to CrowdStrike and has allowed our customers to overcome the ongoing battle of resource and/or management of multiple security tools.

We appreciate the opportunity to respond to this RFB and look forward to responses/questions. Thank you.

a. Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

CROWDSTRIKE RESPONSE:

All costs relating to the Falcon Platform backend are included in the MDR services for Endpoint and Identity. Should a services engagement be required: the Customer will reimburse CrowdStrike for reasonable project expenses as needed during the term of the agreement, including travel expenses incurred in connection with service delivery. CrowdStrike will invoice these expenses monthly in arrears.

b. Vendor shall provide 24/7/365 Managed Endpoint Detection and Response (MEDR) Services.

CROWDSTRIKE RESPONSE:

Falcon Complete provides A comprehensive managed endpoint security lifecycle solution that takes care of all aspects of endpoint security, including remotely remediating incidents with confidence, so you don't have to. It allows you to gain the highest level of endpoint security while simplifying the implementation and day-to-day operations of your endpoint protection program. Falcon Complete uniquely provides the technology, platform, actionable intelligence and skilled expertise required to fully handle endpoint security, from beginning to end.

c. Vendor shall provide 24/7/365 Managed Identity Threat Detection and Response (ITDR) Services.

CROWDSTRIKE RESPONSE:

Falcon Identity Protection's flexible policy engine, based on 100+ behavioral attributes (role, location, endpoint, etc.), and enterprise-defined authentication policies, automatically makes the decision to grant access to a resource for a given subject. The policy engine is what differentiates Falcon Identity Protection from most Zero Trust solutions, as the focus will be not just on Web applications and RDP accesses, but also on domain controllers, tools like mimikatz, BloodHound, and accesses via uncommon protocols such as NTLM, LDAP, Kerberos, etc.

Based on the decision from the policy engine, Falcon Identity Protection allows, blocks or steps up the authentication when the subject tries to access a resource.

Policy Enforcement Point - Management server: Falcon Identity Protection has a management server (virtual appliance) that can be implemented anywhere in the network to enable visibility into user roles, stealthy privileges, individual risks, and so on. The management virtual appliance and Falcon Identity Protection adapters on the cloud for federation services (e.g. ADFS, PingFederate, Okta, Azure AD, etc.) provides additional visibility into cloud users and their roles.

Falcon Identity Protection Domain Controller (DC) Sensors: Sensors are deployed on the DCs, and working alongside the management server and cloud adapters, provide risk-based Conditional Access across on-premises and clouds. There are no agents on user endpoints.

Falcon Identity Protection provides visibility into the identity store - the subjects' roles, authentication policies, changing behavior and access patterns. Falcon Identity Protection determines high-risk credentials and automates Conditional Access/MFA responses based on changing risks.

Falcon Identity Protection's risk-based Conditional Access integrates with several commercial MFA solutions like Azure MFA, Okta, Duo, and many more, and can help enterprises achieve the compliance requirements, like PCI, HIPAA, etc., tied to accessing sensitive resources and crown jewel applications to prevent data breaches.

Threat Intelligence - Falcon Identity Protection's built-in 'truly' real-time threat detection and enforcement is developed around user roles, user-defined authentication policies, changing risks, behavior and the identity store, and combined with threat intelligence data sources like password databases, IP reputation feeds, etc.

Activity Logs - Falcon Identity Protection detects hundreds of suspicious behaviors such as unusual application access, use of unauthorized workstations, co-worker credentials sharing, and indicators of lateral movement by analyzing all real-time user activity, both on-prem and to cloud applications, without requiring logs.

Data Access Policies - Falcon Identity Protection enables access to enterprise resources based on the attributes, roles and policies defined in the enterprise identity store (e.g. AD, ADFS, Okta, etc.). These, combined with Falcon Identity Protection's risk and behavior analytics help the policy engine to make access decisions, which are then enforced based on the context of risk.

ID Management - Falcon Identity Protection protects identity stores. Falcon Identity Protection does not create, store or manage enterprise user accounts.

SIEM System - Falcon Identity Protection doesn't rely on traditional 3rd party detection tools or logs. Falcon Identity Protection's built-in 'truly' real-time threat detection and enforcement protects

enterprises from a variety of sophisticated threats, like for example, Pass the Hash (PtH), Golden Tickets and Kerberoasting.

Having said that, Falcon Identity Protection is offered as a managed service where our Complete team will not only manage and remediate end point threats, but also threats associated with Identity compromise. The Complete team uses both End point data and identity data to create policies to stop adversaries in their tracks.

Complete Identity Protection managed service does require Complete for MDR and has a minimum of 250 accounts to manage and remediate. An account is defined for Identity Protection as any account that have authenticated into the Domain controller within the last 90 days (i.e. priveleged/service/etc.) We do not count accounts that are stale, never authenticated, etc.

d. Vendor shall provide expert security analysts to manage, monitor, respond to and remediate threats as part of the MEDR and ITDR services.

CROWDSTRIKE RESPONSE:

All staff is required to obtain CS certifications applicable to job role. Additional certifications held by team members include CISSP, SANS GCFE, SANS GREM, SANS GCFA

The Falcon Complete Team have an average of 7-10 years experience in Digital Forensics and Incident Response. All Falcon Complete staff are subject to extensive background checks. Candidates are subjected to rigorous hiring phases which include virtual and paper-based exercises in order to understand their viability for a role within the Falcon Complete Team.

e. Vendor shall provide a "Next-gen AV" (non-signature based) solution that includes effective prevention technologies with comprehensive visibility into the environment as an integral part of MEDR and ITDR services.

CROWDSTRIKE RESPONSE:

Falcon Prevent(NGAV) is included as part of our Falcon Complete MDR. CrowdStrike's Next Gen-AV employs a number of techniques to prevent malicious execution through its lightweight, low touch design. It is important to note that no DAT, reputation files or signatures are required for the Falcon sensor to detect or block malicious activity including malware. Falcon Prevent stops known and unknown malware by using an array of complementary methods that can all be configured within the cloud-delivered central configuration interface.

CrowdStrike's NGAV module Prevent has been independently tested by SE Labs and AV Comparatives and furthermore, it was provided as the first pure ML vendor in VirusTotal to contribute to the security community. Leveraging CrowdStrike's state-of-the-art signature-less machine learning and Indicator-of-

Attack (IOA) methodology, the solution prevents attacks pre- and post-execution and is particularly effective at stopping APTs and advanced in-memory attacks, as well as unknown or obfuscated malware, which is often missed by legacy AV solutions.

f. Vendor shall use a "single agent" to enable all managed services.

CROWDSTRIKE RESPONSE:

The CrowdStrike solution is native 100% cloud security-as-a-service (SaaS) platform. CrowdStrike Falcon enables management of all endpoints, modules and applications, irrespective of their location, from a single intuitive cloud-console providing a merged view into all assets for the enterprise. While the sensor is light-weight, the SaaS based Falcon platform is highly scalable. After initial deployment of the sensor, someone manage centrally all subsequent updates from the cloud. The Falcon Sensor provides a Sensor Update Policy to automatically and silently update sensors in alignment with the change management controls (e.g. N-1, N-2). All Managed Services and Security Modules are utilized via CrowdStrike's "single sensor" architecture.

g. Vendor shall provide managed threat hunting services and teams as an integral part of MEDR and ITDR services.

CROWDSTRIKE RESPONSE:

Falcon OverWatch is a team of cyber security experts that does proactive threat hunting across the entire CrowdStrike architecture. This adds a human element to the offering that is often necessary to counter the attackers conducting advanced attacks. The team hunts 24/7/365 and leverages efficiencies offered by the Falcon Platform to focus their efforts on only the most advanced attacker activity. If such activity is found, they immediately contact you and facilitate remediation and response. This approach allows advanced threat activity to be found in minutes rather than in days, weeks or months, drastically reducing dwell time for the attacker and cost for you.

We define threat hunting as the "Discovery of malicious artifacts or detection methods not accounted for in automated, passive monitoring", it is finding the 1%, the Unknown Unknowns, "the needle in the needle factory". This is the competitive difference and unique offering CrowdStrike delivers to our customer base today.

Threat hunting is much less about finding malware and more about finding hands on keyboard activity. Seeking and finding adversaries that are essentially living off the land and armed with valid credentials is significantly more difficult to stop than your traditional commodity malware type of intrusion.

The Falcon Overwatch service is included in the Falcon Complete MDR and ITDR. Falcon Overwatch specialists work hand in hand with the Falcon Complete team to alert them to anomalous behavior so the Complete team may take action if needed in a quick and efficient manner.

h. Vendor shall provide a consolidated "management portal" for local use as an integral part of the MDR and ITDR services.

CROWDSTRIKE RESPONSE:

The Falcon Platform is accessed via one management portal (CID). Falcon Complete is a dual tenant partnership, and the client can access features in Falcon. The management portal (CID) ingrates and correlates all CrowdStrike data from different modules within the one console, so there is no need to go from console to console to investigate activity or identify data that is needed.

i. All services shall be delivered via a cloud-native environment. No hardware, additional software (other than the agent) or other equipment that requires additional power, space, or cooling at the eligible entities' location shall be part of the solution/service.

CROWDSTRIKE RESPONSE:

The Falcon platform is a cloud native security platform with multiple capabilities, all delivered through a single lightweight agent. There are multiple paths to delivering the Falcon sensors to devices either via MDM tools, GPO or other methods based on the customers environment. The CrowdStrike Account teams and Engineers will walk customers through how to deploy sensors, provide informational resources and be available to address any questions or concerns.

j. Vendor shall provide options for eligible entities to purchase EDR and ITDR services together or separately as desired.

CROWDSTRIKE RESPONSE:

With Falcon Complete, entities can leverage managed endpoint and identity together. CrowdStrike Complete for Endpoint is required for those who wish to purchase Complete for Identity Protection. Additionally, there are a minimum number of active accounts required (250) for the licensing of CrowdStrike Identity. Identity is licensed differently than Falcon Complete for EndPoint. Falcon Identity is licensed via number of active accounts (i.e. privileged, service, etc.) stale and unused accounts are not included in the licensing of this service. Falcon MDR is licensed via number of sensors deployed (workstations/servers/VMs, etc.)

k. Vendor shall ensure opportunities to purchase services are available on a quarterly basis for a period of at least one year from the quarter of purchase.

CROWDSTRIKE RESPONSE:

Municipalities, K12s and state of New Hampshire Entities shall have the opportunity to place orders for a year minimum subscription during one of the four purchase windows throughout the year. Each quarter, orders will be consolidated and placed jointly in order to maximize discounts with the contract at the state (aka consortium purchases). So, for example, if a municipality has interest in purchasing CrowdStrike Complete for endpoint and their existing end point security solution subscription expires in November, we would recommend that the entity place their order prior to expiration. The dates of the quarterly purchases will be announced following successful acceptance of this bid. We recommend that the

quarterly schedule for purchasing are as follows: (May 31st, 2024 – August 31st, 2024 - November 30th, 2024 - February 28th, 2025). Dates are subject to change and recommendations from the state.

I. Vendor shall provide onboarding support to eligible entities for EDR and ITDR services.

CROWDSTRIKE RESPONSE:

The combination of Account Teams with System Engineers will help customers from start to finish for the entire onboarding of our technologies. Account and SE teams will kick off with customers to walk through how sensors are deployed, identify the best method for the customer, provide informational resources on how to deploy and to follow up once accomplished. Tech Support will be available in case of any technical hurdles. Once sensors are deployed, the Falcon Complete team will provide a kick off call to review the information required by CrowdStrike to move the environment to our managed service. Information required is points of contact, devices that require protection and policy enforcement types. All the information required will be reviewed in the kick off call. Once the information is provided back to CrowdStrike, within 24-48 hours, the organization will be under CrowdStrike management.

Item	Annual Rate per sensor	Annual Rate per Active Account - (Identity Only)	Annual Rate per Gig Ingestion (SIEM only)	Annual Rate for Management Console (CID)	Support Rate
Complete for Endpoint (Commercial Cloud)		X	X	X	
Complete for Server (Commercial Cloud)		X	X	X	
Complete for Identity (Commercial Cloud)*			X	X	
Complete for Endpoint (Gov Cloud)		X	X	X	
Complete for Server (Gov Cloud)		X	X	X	
Complete for Identity (Gov Cloud)*			X	X	
Falcon CID**	X	X	X		
Falcon Search Retention***		X	X	X	
Falcon Next Gen SIEM (3rd Party Ingestion)****	X	X		X	
Falcon Device Control		X	X	X	
Falcon Firewall Management			X	X	
Falcon Exposure Management*****		X	X	X	
Falcon Data Protection*****		X	X	X	
Falcon Intelligence*****		X	X	X	X

X fields = N/A

*Complete for Identity requires Complete for Endpoint and has a minimum number of 250 accounts

*Complete for Identity is licensed per number of active accounts - accounts that have authenticated to DC within 90 days

** Falcon CID - Every Complete purchase requires a console (CID)

*** Falcon Search Retention is priced per sensor deployed, 1 YR long term storage for all Falcon data, additional terms available. Requires Insight product - included in Complete

**** Falcon Next Gen SIEM - priced per Gig ingested per day (50 Gig minimum) - requires Insight product - included in Complete

***** Falcon Exposure Management - requires Insight product - included in Complete

***** Falcon Data Protection - requires Insight - included in Complete

***** Falcon Intelligence - N/A for support - already included

Proposed Order Placement Dates:
May 31st, 2024
August 31st, 2024
November 30th, 2024
February 28th, 2025



General Datatech, L.P.
 Dep. 8014
 P O Box 650002
 Dallas, TX 75265-0002
 Phone: (214) 857-6100

Quotation

Sold-To-Party	Information																					
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Quotation No.</td> <td style="width: 30%;">20217254</td> <td style="width: 40%;">Account Manager(s)</td> </tr> <tr> <td>Quote Issue Date</td> <td>04/09/2024</td> <td>TODD ROSEMARK,</td> </tr> <tr> <td>Quote Expiration Date</td> <td>05/09/2024</td> <td>todd.rosemark@gdt.com</td> </tr> <tr> <td>Customer No.</td> <td>102574</td> <td></td> </tr> <tr> <td>DIR Contract No.</td> <td></td> <td></td> </tr> <tr> <td>Requested By</td> <td></td> <td></td> </tr> <tr> <td>RFQ No.</td> <td></td> <td></td> </tr> </table>	Quotation No.	20217254	Account Manager(s)	Quote Issue Date	04/09/2024	TODD ROSEMARK,	Quote Expiration Date	05/09/2024	todd.rosemark@gdt.com	Customer No.	102574		DIR Contract No.			Requested By			RFQ No.		
Quotation No.	20217254	Account Manager(s)																				
Quote Issue Date	04/09/2024	TODD ROSEMARK,																				
Quote Expiration Date	05/09/2024	todd.rosemark@gdt.com																				
Customer No.	102574																					
DIR Contract No.																						
Requested By																						
RFQ No.																						
Ship-To-Party																						
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512																						

External Notes: USNH_1YR Quote Complete offerings Commercial Cloud_040924

Item	Part Number/Description	Quantity	Price	Extended
10	FC.CS.SOLN.FLEX Falcon Complete With CWP (Commercial or EU) - Flex NOTE: Falcon Complete for Endpoint (May 31, 2024 - May 30, 2025)	50,000	39.48 USD	1,974,000.00
20	CS.TG.STD Threat Graph Standard	50,000	0.00 USD	0.00
30	CS.INSIGHTB.SOLN Insight	50,000	0.00 USD	0.00
40	CS.PREVENTB.SOLN Prevent	50,000	0.00 USD	0.00
50	CS.DISCB.SOLN Discover	50,000	0.00 USD	0.00
60	CS.FALCOMPS.SVC Falcon Complete Subscription	50,000	0.00 USD	0.00
70	CS.OWB.SVC Overwatch	50,000	0.00 USD	0.00
80	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	103,523.32 USD	103,523.32

Quotation

Item	Part Number/Description	Quantity	Price	Extended
90	CS.FALCOMPONBC.SOLN FALCON COMPLETE: COMPLIMENTARY CID	1	0.00 USD	0.00
100	CS.FALCOMPONBM.SOLN FALCON COMPLETE: ADDITIONAL CIDWORKLOAD	1	1,623.40 USD	1,623.40
110	RR.PSO.ENT.PASS UNIVERSITY#LMS#SUBSCRIPTION CUSTOMER ACC	30	0.00 USD	0.00
120	CS.ITPC.SOLN IDENTITY THREAT PROTECTION COMPLETE NOTE: Identity Protection Sku's Commercial Cloud (May 29, 2024 - May 28, 2025)	50,000	15.48 USD	774,000.00
130	CS.ITP.SOLN IDENTITY THREAT PROTECTION (ACCOUNTS)	50,000	0.00 USD	0.00
140	CS.ITPCU.SOLN Identity Threat Protection Complete Upgrade (Accounts)	50,000	0.00 USD	0.00
150	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	40,569.95 USD	40,569.95
160	FC.CS.SOLN.FLEX Falcon Complete With CWP (Commercial or EU) - Flex NOTE: Falcon Complete for Servers (May 29, 2024 - May 28, 2025)	5,000	54.46 USD	272,300.00
170	CS.INSIGHTB.SOLN Insight	5,000	0.00 USD	0.00
180	CS.PREVENTB.SOLN Prevent	5,000	0.00 USD	0.00
190	CS.DISCB.SOLN Discover	5,000	0.00 USD	0.00
200	CS.FALCOMPS.SVC Falcon Complete Subscription	5,000	0.00 USD	0.00

Quotation

Item	Part Number/Description	Quantity	Price	Extended
210	CS.OWB.SVC Overwatch	5,000	0.00 USD	0.00
220	CS.TG.STD.HPS SERVER THREAT GRAPH STANDARD	5,000	0.00 USD	0.00
230	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	14,269.43 USD	14,269.43

			Total (USD): 3,180,286.10
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Final invoice will include tax and shipping & handling. If you require this information on this quote, please notify your General DataTech Account Manager.

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 Dep. 8014
 P O Box 650002
 Dallas, TX 75265-0002
 Phone: (214) 857-6100

Quotation

Sold-To-Party	Information
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512	Quotation No. 20217267 Quote Issue Date 04/09/2024 Quote Expiration Date 05/09/2024 Customer No. 102574 DIR Contract No. Requested By RFQ No.
Account Manager(s) TODD ROSEMARK, todd.rosemark@gdt.com	
Ship-To-Party	
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512	

External Notes: USNH_1YR Quote Complete offerings Gov Cloud_040924

Item	Part Number/Description	Quantity	Price	Extended
10	CS.FCSD.GOV.SOLN FALCON COMPLETE WITH THREAT GRAPH STANDARD ON GOV CLOUD NOTE: Complete Licenses Endpoint Gov Cloud 1 Year (May 31, 2024 - May 30, 2025)	50,000	41.71 USD	2,085,500.00
20	CS.INSIGHTB.SOLN Insight	50,000	0.00 USD	0.00
30	CS.PREVENTB.SOLN Prevent	50,000	0.00 USD	0.00
40	CS.DISC.B.SOLN Discover	50,000	0.00 USD	0.00
50	CS.FALCOMPSTGOV.SVC FALCON COMPLETE SUB ON GOV CLOUD	50,000	0.00 USD	0.00
60	CS.OWB.SVC Overwatch	50,000	0.00 USD	0.00
70	CS.TG.STD.GOV THREAT GRAPH STANDARD ON GOVCLOUD	50,000	0.00 USD	0.00
80	CS.FALCOMPONBC.SOLN	1	0.00 USD	0.00

Quotation

Item	Part Number/Description	Quantity	Price	Extended
	FALCON COMPLETE: COMPLIMENTARY CID			
90	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	218,238.34 USD	218,238.34
100	CS.FALCOMPONBM.SOLN FALCON COMPLETE: ADDITIONAL CIDWORKLOAD	1	1,598.32 USD	1,598.32
110	RR.PSO.ENT.PASS UNIVERSITY#LMS#SUBSCRIPTION CUSTOMER ACC	30	0.00 USD	0.00
120	CS.ITPC.GOV.SOLN IDENTITY THREAT COMPLETE GOV CLOUD NOTE: Identity Threat Protection Complete Bundle on GovCloud	50,000	18.26 USD	913,000.00
130	CS.ITP.SOLN IDENTITY THREAT PROTECTION (ACCOUNTS)	50,000	0.00 USD	0.00
140	CS.ITPCU.GOV.SOLN IDENTITY THREAT UPGRADE ON GOV CLOUD	50,000	0.00 USD	0.00
150	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	95,129.53 USD	95,129.53
160	CS.FCSD.HPS.GOV.SOLN FALCON COMPLETE WITH SERVER THREAT GRAPH STANDARD ON GOV CLOUD NOTE: Complete Licenses Server Gov Cloud 1 Year (May 31, 2024 - May 30, 2025)	5,000	55.44 USD	277,200.00
170	CS.INSIGHTB.SOLN Insight	5,000	0.00 USD	0.00
180	CS.PREVENTB.SOLN Prevent	5,000	0.00 USD	0.00
190	CS.DISCB.SOLN Discover	5,000	0.00 USD	0.00
200	CS.FALCOMPSTGOV.SVC	5,000	0.00 USD	0.00

Quotation

Item	Part Number/Description	Quantity	Price	Extended
	FALCON COMPLETE SUB ON GOV CLOUD			
210	CS.OWB.SVC Overwatch	5,000	0.00 USD	0.00
220	CS.TG.STD.HPSGOV SERVER THREAT GRAPH STANDARD ON GOVCLOUD	5,000	0.00 USD	0.00
230	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	29,658.03 USD	29,658.03

			Total (USD): 3,620,324.22
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Final invoice will include tax and shipping & handling. If you require this information on this quote, please notify your General DataTech Account Manager.

This Quotation is governed by the terms and conditions contained in any master products and/or services agreement executed by and between the parties. In the event that no such executed master agreement exists between the parties, this Quotation shall be governed by GDT's Standard Terms and Conditions which will be provided upon request.



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 Dep. 8014
 P O Box 650002
 Dallas, TX 75265-0002
 Phone: (214) 857-6100

Quotation

Sold-To-Party	Information
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512	Quotation No. 20217312 Quote Issue Date 04/09/2024 Quote Expiration Date 05/09/2024 Customer No. 102574 DIR Contract No. Requested By RFQ No.
Account Manager(s) TODD ROSEMARK. todd.rosemark@gdt.com	
Ship-To-Party	
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512	

External Notes: USNH_1 YR Optional Product Quote_040924

Item	Part Number/Description	Quantity	Price	Extended
10	CS.NGSIEMG.SOLN FALCON NEXT-GEN SIEM #ADDITIONAL INGESTION#(QTY = GB) NOTE: NG SIEM 3rd Party Ingestion Com Cloud 1 year (May 31, 2024 - May 30, 2025)	10,000	225.91 USD	2,259,100.00
20	CS.NGSIEM365D.SOLN FALCON NEXT-GEN SIEM 365 DAY RETENTION (QTY = GB)	10,010	90.44 USD	905,304.40
30	CS.FALCOMPONBC.SOLN FALCON COMPLETE: COMPLIMENTARY CID	1	0.00 USD	0.00
40	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	330,675.74 USD	330,675.74
50	RR.PSO.ENT.PASS UNIVERSITY#LMS#SUBSCRIPTION CUSTOMER ACC	1	0.00 USD	0.00
60	CS.FSR.365.SOLN FALCON SEARCH RETENTION - 365 DAYS NOTE: Falcon Data Retention Commercial Cloud 1 Year (May 31, 2024 - May 30, 2025)	50,000	7.51 USD	375,500.00
70	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	40,010.36 USD	40,010.36

Quotation

Item	Part Number/Description	Quantity	Price	Extended
80	CS.DEVICE.SOLN FALCON DEVICE CONTROL NOTE: Other Optional Products Commercial Cloud 1 Year (May 31, 2024 - May 30, 2025)	50,000	1.07 USD	53,500.00
90	CS.FIREWBP.SOLN FALCON FIREWALL MANAGEMENT BUNDLE PROMO	50,000	1.07 USD	53,500.00
100	CS.EXPOMAN.SOLN FALCON EXPOSURE MANAGEMENT	50,000	8.77 USD	438,500.00
110	CS.DATAPROTP.SOLN FALCON DATA PROTECTION PROMO	50,000	3.17 USD	158,500.00
120	CS.INTEL.SOLN CROWDSTRIKE FALCON INTELLIGENCE	50,000	3.62 USD	181,000.00

			Total (USD): 4,795,590.50
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Final invoice will include tax and shipping & handling. If you require this information on this quote, please notify your General DataTech Account Manager.

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 Dep. 8014
 P O Box 650002
 Dallas, TX 75265-0002
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Quotation

Sold-To-Party		Information		
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512		Quotation No.	20217261	Account Manager(s)
		Quote Issue Date	04/09/2024	TODD ROSEMARK,
		Quote Expiration Date	05/09/2024	todd.rosemark@gdt.com
		Customer No.	102574	
		DIR Contract No.		
		Requested By		
		RFQ No.		
Ship-To-Party				
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512				

External Notes: USNH_3 YR Quote Complete offerings Commercial Cloud_040924

Item	Part Number/Description	Quantity	Price	Extended
10	FC.CS.SOLN.FLEX Falcon Complete With CWP (Commercial or EU) - Flex NOTE: Falcon Complete for Endpoint (May 31, 2024 - May 30, 2027)	50,000	105.70 USD	5,285,000.00
20	CS.TG.STD Threat Graph Standard	50,000	0.00 USD	0.00
30	CS.INSIGHTB.SOLN Insight	50,000	0.00 USD	0.00
40	CS.PREVENTB.SOLN Prevent	50,000	0.00 USD	0.00
50	CS.DISCB.SOLN Discover	50,000	0.00 USD	0.00
60	CS.DISCB.SOLN Discover	50,000	0.00 USD	0.00
70	CS.FALCOMPS.SVC Falcon Complete Subscription	50,000	0.00 USD	0.00
80	CS.OWB.SVC Overwatch	50,000	0.00 USD	0.00

Quotation

Item	Part Number/Description	Quantity	Price	Extended
90	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	276,994.82 USD	276,994.82
100	CS.FALCOMPONBC.SOLN FALCON COMPLETE: COMPLIMENTARY CID	1	0.00 USD	0.00
110	CS.FALCOMPONBM.SOLN FALCON COMPLETE: ADDITIONAL CIDWORKLOAD	1	31,087.91' USD	31,087.91
120	RR.PSO.ENT.PASS UNIVERSITY#LMS#SUBSCRIPTION CUSTOMER ACC	30	0.00 USD	0.00
130	CS.ITPC.SOLN IDENTITY THREAT PROTECTION COMPLETE NOTE: Identity Protection Sku's Commercial Cloud (May 29, 2024 - May 28, 2027)	50,000	41.55 USD	2,077,500.00
140	CS.ITP.SOLN IDENTITY THREAT PROTECTION (ACCOUNTS)	50,000	0.00 USD	0.00
150	CS.ITPCU.SOLN Identity Threat Protection Complete Upgrade (Accounts)	50,000	0.00 USD	0.00
160	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	109,119.17 USD	109,119.17
170	FC.CS.SOLN.FLEX Falcon Complete With CWP (Commercial or EU) - Flex NOTE: Falcon Complete for Servers (May 29, 2024 - May 28, 2027)	5,000	150.52 USD	752,600.00
180	CS.INSIGHTB.SOLN Insight	5,000	0.00 USD	0.00
190	CS.PREVENTB.SOLN Prevent	5,000	0.00 USD	0.00
200	CS.DISCB.SOLN Discover	5,000	0.00 USD	0.00

Quotation

Item	Part Number/Description	Quantity	Price	Extended
210	CS.FALCOMPS.SVC Falcon Complete Subscription	5,000	0.00 USD	0.00
220	CS.OWB.SVC Overwatch	5,000	0.00 USD	0.00
230	CS.TG.STD.HPS SERVER THREAT GRAPH STANDARD	5,000	0.00 USD	0.00
240	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	39,450.78 USD	39,450.78

			Total (USD): 8,571,752.68
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General Datatech, L.P.
 Dep. 8014
 P O Box 650002
 Dallas, TX 75265-0002
 Phone: (214) 857-6100

Quotation

Sold-To-Party		Information		
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512		Quotation No.	20217280	Account Manager(s)
		Quote Issue Date	04/09/2024	TODD ROSEMARK,
		Quote Expiration Date	05/09/2024	todd.rosemark@gdt.com
		Customer No.	102574	
		DIR Contract No.		
		Requested By		
		RFQ No.		
Ship-To-Party				
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512				

External Notes: USNH_3 YR Quote Complete offerings Gov Cloud_040924

Item	Part Number/Description	Quantity	Price	Extended
10	CS.FCSD.GOV.SOLN FALCON COMPLETE WITH THREAT GRAPH STANDARD ON GOV CLOUD NOTE: Complete Licenses Endpoint Gov Cloud 3 Year (May 31, 2024 - May 30, 2027)	50,000	112.23 USD	5,611,500.00
20	CS.INSIGHTB.SOLN Insight	50,000	0.00 USD	0.00
30	CS.PREVENTB.SOLN Prevent	50,000	0.00 USD	0.00
40	CS.DISCB.SOLN Discover	50,000	0.00 USD	0.00
50	CS.FALCOMPSTGOV.SVC FALCON COMPLETE SUB ON GOV CLOUD	50,000	0.00 USD	0.00
60	CS.OWB.SVC Overwatch	50,000	0.00 USD	0.00
70	CS.TG.STD.GOV THREAT GRAPH STANDARD ON GOVCLOUD	50,000	0.00 USD	0.00
80	CS.FALCOMPONBC.SOLN	1	0.00 USD	0.00

Quotation

Item	Part Number/Description	Quantity	Price	Extended
	FALCON COMPLETE: COMPLIMENTARY CID			
90	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	587,564.77 USD	587,564.77
100	CS.FALCOMPONBM.SOLN FALCON COMPLETE: ADDITIONAL CIDWORKLOAD	1	4,794.95 USD	4,794.95
110	RR.PSO.ENT.PASS UNIVERSITY#LMS#SUBSCRIPTION CUSTOMER ACC	30	0.00 USD	0.00
120	CS.ITPC.GOV.SOLN IDENTITY THREAT COMPLETE GOV CLOUD NOTE: Complete Licenses Identity Gov Cloud 3 Year (May 31, 2024 - May 30, 2027)	50,000	48.62 USD	2,431,000.00
130	CS.ITP.SOLN IDENTITY THREAT PROTECTION (ACCOUNTS)	50,000	0.00 USD	0.00
140	CS.ITPCU.GOV.SOLN IDENTITY THREAT UPGRADE ON GOV CLOUD	50,000	0.00 USD	0.00
150	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	254,611.40 USD	254,611.40
160	CS.FCSD.HPS.GOV.SOLN FALCON COMPLETE WITH SERVER THREAT GRAPH STANDARD ON GOV CLOUD NOTE: Complete Licenses Server Gov Cloud 3 Year (May 31, 2024 - May 30, 2027)	5,000	157.15 USD	785,750.00
170	CS.INSIGHTB.SOLN Insight	5,000	0.00 USD	0.00
180	CS.PREVENTB.SOLN Prevent	5,000	0.00 USD	0.00
190	CS.DISCB.SOLN Discover	5,000	0.00 USD	0.00
200	CS.FALCOMPSTGOV.SVC	5,000	0.00 USD	0.00

Quotation

Item	Part Number/Description	Quantity	Price	Extended
	FALCON COMPLETE SUB ON GOV CLOUD			
210	CS.OWB.SVC Overwatch	5,000	0.00 USD	0.00
220	CS.TG.STD.HPSGOV SERVER THREAT GRAPH STANDARD ON GOVCLOUD	5,000	0.00 USD	0.00
230	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	82,259.07 USD	82,259.07

			Total (USD): 9,757,480.19
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 Dep. 8014
 P O Bbx 650002
 Dallas, TX 75265-0002
 Phone: (214) 857-6100

Quotation

Sold-To-Party	Information
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512	Quotation No. 20217301 Account Manager(s) Quote Issue Date 04/09/2024 TODD ROSEMARK, Quote Expiration Date 05/09/2024 todd.rosemark@gdt.com Customer No. 102574 DIR Contract No. Requested By RFQ No.
Ship-To-Party	
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512	

External Notes: USNH_3 YR Optional Product Quote_040924

Item	Part Number/Description	Quantity	Price	Extended
10	CS.NGSIEMG.SOLN FALCON NEXT-GEN SIEM #ADDITIONAL INGESTION#(QTY = GB) NOTE: NG SIEM 3rd Party Ingestion Com Cloud 3 Year (May 31, 2024 - May 30, 2027)	10,000	639.39 USD	6,393,900.00
20	CS.NGSIEM365D.SOLN FALCON NEXT-GEN SIEM 365 DAY RETENTION (QTY = GB)	10,010	248.70 USD	2,489,487.00
30	CS.FALCOMPNBC.SOLN FALCON COMPLETE: COMPLIMENTARY CID	1	0.00 USD	0.00
40	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	927,187.53 USD	927,187.53
50	RR.PSO.ENT.PASS UNIVERSITY#LMS#SUBSCRIPTION CUSTOMER ACC	1	0.00 USD	0.00
60	CS.FSR.365.SOLN FALCON SEARCH RETENTION - 365 DAYS NOTE: Falcon Data Retention Commercial Cloud 3 Year (May 31, 2024 - May 30, 2027)	50,000	20.01 USD	1,000,500.00
70	RR.HOS.ENT.ESTL ESSENTIAL SUPPORT	1	108,055.96 USD	108,055.96

Quotation

Item	Part Number/Description	Quantity	Price	Extended
80	CS.DEVICE.SOLN FALCON DEVICE CONTROL NOTE: Other Optional Products Commercial Cloud 3 Year (May 31, 2024 - May 30, 2027)	50,000	3.11 USD	155,500.00
90	CS.FIREWBP.SOLN FALCON FIREWALL MANAGEMENT BUNDLE PROMO	50,000	3.01 USD	150,500.00
100	CS.EXPOMAN.SOLN FALCON EXPOSURE MANAGEMENT	50,000	23.68 USD	1,184,000.00
110	CS.DATAPROTP.SOLN FALCON DATA PROTECTION PROMO	50,000	8.56 USD	428,000.00
120	CS.INTEL.SOLN CROWDSTRIKE FALCON INTELLIGENCE	50,000	9.75 USD	487,500.00

			Total (USD): 13,324,630.49
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 P O Box 650002
 Dallas, TX 75265-0002
 Phone: (214) 857-6100

Quotation

Sold-To-Party		Information	
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512		Quotation No. 20217265	Account Manager(s) TODD ROSEMARK, todd.rosemark@gdt.com
		Quote Issue Date 04/09/2024	
		Quote Expiration Date 05/09/2024	
		Customer No. 102574	
		DIR Contract No.	
		Requested By	
		RFQ No.	
Ship-To-Party			
UNIVERSITY SYSTEM OF NEW HAMPSHIRE 105 MAIN ST DURHAM NH 03824-2512			

External Notes: USNH_Training Credits Quote_040924

Item	Part Number/Description	Quantity	Price	Extended
10	NR.PSO.ENT.CRE.12M CROWDSTRIKE UNIVERSITY TRAINING CREDIT	2	493.27 USD	986.54
20	NR.PSO.ENT.CPEV CROWDSTRIKE FALCON CERTIFICATION PROGRAM	1	259.07 USD	259.07

			Total (USD): 1,245.61
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Final invoice will include tax and shipping & handling. If you require this information on this quote, please notify your General DataTech Account Manager.

This Quotation is governed by the terms and conditions contained in any master products and/or services agreement executed by and between the parties. In the event that no such executed master agreement exists between the parties, this Quotation shall be governed by GDT's Standard Terms and Conditions which will be provided upon request.