



Date

Re: 17ITBC103768B-WL, Cylance Protect Endpoint Security Agent

Dear Proposers:

Attached is one (1) copy of Addendum [Insert Number], hereby made a part of the above-referenced Invitation to Bid Commodities (ITBC).

Except as provided herein, all terms and conditions in the ITBC referenced above remain unchanged and in full force and effect.

Sincerely,

William E. Long, Jr.
Chief Assistant Purchasing Agent

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

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Bid Form – Section 2 is hereby modified as follows:

Originally Reads: **BASE BID AMOUNT** (Total of items 1 thru 25 added together)

Revised to Read: **BASE BID AMOUNT (Total of items 1 thru 4 added together)**

Questions and <i>RESPONSES</i>

Question 1: Regarding Solicitation 17ITBC103768B-WL, will there be any more information given? There is usually a PDF, example attached, within the RFP on the Fulton County Site. We just want to make sure we have all pertinent information so we present the best solution possible.

RESPONSE: **Bid document is available on the website**

Question 2: Within the bid, there is no QUANTITY of Current Operating Systems in the chart. What is the quantity of current operating systems?

RESPONSE: **OS quantities are estimates only that would all be covered under the 6000 licenses.**

**Windows 7 5000,
Windows 8 50
Windows Server 2003 to 2012 500
Red Hat Linux 20,
Windows 10 30**

Question 3: Are we correct that the Price for Line #1 includes licenses is for 6,000 devices? .

RESPONSE: **The 6000 is an estimate that can be used for your submission.**

Question 4: We can offer additional pricing incentives if the contract is prepaid for a three-year term. This means that one payment is made upfront for the multi-year contract. Would Fulton County like pricing on this option as well?

Response: **The solicitation is for one year with 2 renewal options at the County's option.**

Question 5: With regards to the terms and conditions – for Section 15 (Indemnification): the manufacturer, CYLANCE, requests to modify the indemnity obligations so that they only apply to third party claims (as opposed to direct claims as currently drafted) and the indemnity obligations in the first paragraph of Section 15 should only apply to personal injury / tangible property damages caused by bidder's gross negligence or willful misconduct. Alternatively, the EULA indemnity obligations should apply (Section 9 of the EULA). Please acknowledge acceptance of this modification.

RESPONSE: **Fulton County legal department would have to be consulted on the modification of the indemnity clause, this conversation would occur during the contractual negotiation.**

Question 6: With regards to the terms and conditions – Section 19 (Rights and Remedies of County for Default): the manufacturer, CYLANCE, requests the following modifications:

Fulton County legal department would have to be consulted on the modification of the remedy clause, this conversation would occur during the contractual negotiation.

- a. Cylance can't pay for the County's replacement product if Cylance is unable to repair a nonconformance in the product. Cylance's remedy for a product warranty breach is a refund only, which is the industry standard and set out in Section 8.1 in our EULA. "We warrant that, under normal use for a period of 60 days following the first date of delivery to Fulton County, the Software will operate substantially as described in our published documentation and user manual accompanying such delivery ("Documentation"). If the Software fails to meet the foregoing warranty ("Warranty") during the foregoing warranty period, then we will use commercially reasonable efforts to correct the nonconformity. The Warranty does not apply (i) to the extent the Software is subjected to misuse, negligence or accident, or is used in an environment or a manner or purpose for which it was not designed as specified in the Documentation, or other than permitted herein, (ii) for claims resulting from the acts or omission or the installation, modification, alteration or repair of the Software by a person or entity other than by us or our authorized agents, or (iii) any other cause or circumstance outside of our control. We further warrant that we have the right to enter into this Agreement and that we have used commercially reasonable efforts to prevent the Software, when delivered to Fulton County, from containing any malicious code or virus. If we cannot correct the Software as described in this Section, The County's sole and exclusive remedy, and our sole liability, for breach of Warranty shall be a refund of the fees paid by you to us for the nonconforming Software during the period of non-compliance." Please acknowledge acceptance of this modification.
- b. Cylance can provide no refund of fees should the County terminate for convenience (which is requested they have the right do in the last sentence of this Section). Please acknowledge acceptance of this modification.

RESPONSE: **Fulton County legal department would have to be consulted on the modification of the termination clause, this conversation would occur during the contractual negotiation.**

Question 7: With regards to the terms and conditions – Section 24 (Termination): the manufacturer, CYLANCE, requests the following modifications:

- a. The first sentence should be replaced with the following: "In the event any of the material provisions of the purchase order are violated the County may serve written notice of its intention to terminate the purchase order." Please acknowledge acceptance of this modification.
- b. There will be no refund of fees should the County terminate for convenience (which is requested they have the right do in the last sentence of this Section). Please acknowledge acceptance of this modification.

RESPONSE: Fulton County legal department would have to be consulted on the modification of the termination clause, this conversation would occur during the contractual negotiation.

Question :8 With regards to Scope of Work and Technical Specifications - page 17 "Transition Plan to Bidder's Network and Service", the manufacturer, CYLANCE, requests the following modifications: The IT Team of Fulton County is participating in deployment of the software agents. Cylance will have no control and little influence on the County's ability to deploy agents thus we cannot be held to a 15 day standard. Please acknowledge acceptance of this modification. .

RESPONSE: The County acknowledges the vendor may have no control over all of the County devices being installed within the 15 day period. However, the 15 day period for the selected vendor to have a working agent in the County's environment after NTP is still a requirement. If there are mitigating issues during the process of meeting the deadline, Fulton County would not hold a hardline to the vendor, especially if we are the cause.

Question 9: With regards to Form 2 – Employment Report: Mission Critical Systems, who will be the bidder, is the reseller of CYLANCE services. Should an Employment Report be submitted for both organizations?

RESPONSE: If a VAR is responding to the solicitation, only the VAR need submit the form.

Question 10: How can Dell provide more than one solution to your solicitation? .

RESPONSE: Responding bidders should provide a solution as requested. Bidders may discuss with Purchasing the viability of providing an alternative solution as well, although the nature of the bid does not lend itself to alternative solutions.

Question 11: Is the county open to Dell submitting a substitute that is an OEM Cylance product called Dell ESS-E, which is powered by Cylance? .

RESPONSE: Any solution must meet all requirements and specifications.

Question 12 : What is Fulton County's current endpoint solution?

RESPONSE: Microsoft End Point Protection

Question 13: What does Fulton County currently use for central software distribution?
RESPONSE: Microsoft SCCM

Question 14: In regard to *pg. 16 of the PDF, section 5l (Desired Environment)*: Is the 15 day deployment a hard date?.
RESPONSE: See Question 8

Question 15: In regard to *pg. 17 of the PDF, 1a (Transition Plan to Bidder's Network and Service)*: Is the 15 day deployment a hard date?.
RESPONSE: See Question 8 above

Question 16: In regard to *pg. 17 of the PDF, 5n, "Vendor agrees to integrate new and evolving county technologies into the Cylance solution as needed"*: May we have clarification what Fulton County means by this?.
RESPONSE: As operating systems are updated there may be a need to meet the requirements of the new operating system. Additionally, updates to the product offering are expected to be a part of the maintenance of the system. Fulton County certainly thinks that this product would be available on Windows 10 when the County migrates to that platform, that is what this requirement is pointing to.

Question 17: In regards to *Item 4 on pg. 15 of the PDF (Current Environment)*: Please provide the quantity and any pertinent comments of each operating system.
RESPONSE: See Question 2

Question 18: In regard to *pg. 17 of the PDF the summary of current operating systems* does not include quantities or comments. Please provide the quantities and any pertinent comments for this chart.
RESPONSE: See Question

Question 19: In regard to the *bid form on pg. 14 of the PDF*: The "Base Bid Amount" states, "Total of items 1 thru 25 added together". Is this an error, because there are not 25 items.
RESPONSE: This has been corrected in the addendum

Question 20: Under Section 2c (page 5 of the Bid Form), the following is stated: "Incident Response plan which details the action plans needed to address the issues." Cylance will conduct a gap analysis of the existing IR plans, policies and procedures. A best practices recommendations report will be produced after this review and analysis. Is Fulton County requesting any assistance with writing IR plans, policies and procedures, or only the review and analysis of such plans, policies and procedures?.

RESPONSE: Fulton County expects vendor to provide an Incident Response Plan which outlines the issues uncovered from the analysis and the steps to remediate

them. Incident Response training, item #4, involves training Fulton County staff to understand how to perform remediation of issues so they will understand how to use the product effectively, to remove incidents.

Question 21: On the bottom of page 6 of the Bid Form, the following is stated: "The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:". What does it mean for a person or party to be "interested" in a bid?

RESPONSE: This is asking for the person's name who is authorized to bind the bidder for the proposal submitted.

Question 22: Please confirm item 2(c) on the Bid Form's page 5 (beginning "Incident Response plan" should be located under Section 3

RESPONSE: That is correct-- incident response plan is item #3 and will be removed as item 2c in the addendum

Question 23: Please confirm item 2(d) on the Bid Form's page 5 (beginning "Incident Response Training" should be located under Section 4.

RESPONSE: That is correct-- incident response plan is item #3 and will be removed as item 2d in the addendum

Question 24: Within the bid, there is no QUANTITY of Current Operating Systems in the chart. What is the quantity of current operating systems?

RESPONSE: See Question 2

Question 25: Are we correct that the Price for Line #1 includes licenses is for 6,000 devices?

RESPONSE: Yes

Question 26: We can offer additional pricing incentives if the contract is prepaid for a three-year term. This means that one payment is made upfront for the multi-year contract. Would Fulton County like pricing on this option as well.

RESPONSE: The solicitation is for one year with 2 renewal options at the County's option

Question 27 With regards to the terms and conditions – for Section 15 (Indemnification): the manufacturer, CYLANCE, requests to modify the indemnity obligations so that they only apply to third party claims (as opposed to direct claims as currently drafted) and the indemnity obligations in the first paragraph of Section 15 should only apply to personal injury / tangible property damages caused by bidder's gross negligence or willful misconduct. Alternatively, the EULA indemnity obligations should apply (Section 9 of the EULA). Please acknowledge acceptance of this modification.

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Question 31 With regards to Form 2 – Employment Report: Mission Critical Systems, who will be the bidder, is the reseller of CYLANCE services. Should an Employment Report be submitted for both organizations?

RESPONSE: **See Question 9.**

ACKNOWLEDGEMENT OF ADDENDUM NO. 1, 17ITBC103768B-WL, Cylance Protect Endpoint Security Agent.

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the RFP due date, **Tuesday, August 30, 2016 @ 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2016.

Legal Name of Bidder

Signature of Authorized Representative

Title