



# COUNTY of EL DORADO

Procurement & Contracts

**PURCHASE ORDER NO.**

PO201609617

DATE	REQUISITION NO.	TYPE	BLANKET PO#	PAGE	DELIVERY DATE	EXPIRATION DATE	THIS NUMBER MUST BE ON ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK..
12/02/15	PO201609617	DP		1	12/15/15		

VENDOR

GOVERNMENT TECHNOLOGY SOLUTIONS, INC.  
4110 BUSINESS DRIVE  
SUITE A  
SHINGLE SPRINGS CA 95682

SHIP TO

INFORMATION TECHNOLOGIES  
360 FAIR LANE  
PLACERVILLE CA 95667

REQUESTOR	FO.B POINT	TERMS
EJV	DESTINATION	NET 30

**NOTE CONDITIONS ON REVERSE**

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
001	1,460.00	EA	202-30 I.T.: SOFTWARE LICENS ANNUAL SUBSCRIPTION LICENSE TO BIT9 SECURITY PLATFORM PER WINDOWS DESKTOP/LAPTOP WITH STANDARD MAINTENANCE AND SUPPORT	19.2500	28,105.00
002	146.00	EA	202-30 I.T.: SOFTWARE LICENS ANNUAL SUBSCRIPTION LICENSE TO BIT9 SECURITY PLATFORM PER WINDOWS SERVER STANDARD MAINTENANCE AND SUPPORT	97.4000	14,220.40
003	3.00	EA	202-30 I.T.: SOFTWARE LICENS ANNUAL SUBSCRIPTION LICENSE TO BIT9 SECURITY PLATFORM PER LINUX SERVER STANDARD MAINTENANCE AND SUPPORT	97.4000	292.20
004	1,500.00	EA	202-30 I.T.: SOFTWARE LICENS ANNUAL SUBSCRIPTION LICENSE TO CARBON BLACK PER WINDOWS DESKTOP/LAPTOP WITH STANDARD MAINTENANCE AND SUPPORT	19.2500	28,875.00
005	146.00	EA	202-30 I.T.: SOFTWARE LICENS ANNUAL SUBSCRIPTION LICENSE TO CONTINUED, NEXT PAGE	19.4800	2,844.08

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

SFX TOTAL INDEX SUB-OBJECT USER CODE

Purchasing Agent

(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00) **R 13365**

VENDOR COPY



# COUNTY of EL DORADO

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 4110 BUSINESS DRIVE  
 SUITE A  
 SHINGLE SPRINGS CA 95682

SHIP TO

INFORMATION TECHNOLOGIES  
 360 FAIR LANE  
 PLACERVILLE CA 95667

REQUESTOR	F.O.B. POINT	TERMS
EJV	DESTINATION	NET 30

## NOTE CONDITIONS ON REVERSE

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
006	3.00	EA	CARBON BLACK PER WINDOWS SERVER WITH STANDARD MAINTENANCE AND SUPPORT 202-30 I.T.: SOFTWARE LICENS	19.4800	58.44
007	1.00	EA	ANNUAL SUBSCRIPTION LICENSE TO CARBON BLACK PER LINUX SERVER WITH STANDARD MAINTENANCE AND SUPPORT 952-01 SVCS:TRAINING	2,200.0000	2,200.00
008	1.00	EA	BIT9 SECURITY PLATFORM ADMINISTRATOR TRAINING CLASS VIRTUAL OR IN-PERSON DELIVERY, PUBLIC COURSE FOR 1 ATTENDEE 952-01 SVCS:TRAINING	1,100.0000	1,100.00
010	10.00	EA	CARBON BLACK ADMINISTRATOR TRAINING CLASS, VIRTUAL OR IN-PERSON DELIVERY, PUBLIC COURSE FOR 1 ATTENDEE 920-48 SVCS:SOFTWARE INSTALL	1,980.0000	19,800.00
			BIT9 SECURITY PLATFORM IMPLEMENTATION PROJECT STATEMENT OF WORK CONTINUED, NEXT PAGE		

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SFX TOTAL INDEX SUB-OBJECT USER CODE

Purchasing Agent

(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00) **R 13366**

VENDOR COPY



# COUNTY of EL DORADO

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12/02/15	PO201609617	DP		3	12/15/15		

VENDOR

GOVERNMENT TECHNOLOGY SOLUTIONS, INC.  
 4110 BUSINESS DRIVE  
 SUITE A  
 SHINGLE SPRINGS CA 95682

SHIP TO

INFORMATION TECHNOLOGIES  
 360 FAIR LANE  
 PLACERVILLE CA 95667

REQUESTOR	F.O.B. POINT	TERMS
EJV	DESTINATION	NET 30

## NOTE CONDITIONS ON REVERSE

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
011	1.00	EA	BID ITEM # 7 920-48 SVCS:SOFTWARE INSTALL CARBON BLACK QUICK START PACKAGES IMPLEMENTATION SERVICES STATEMENT OF WORK	2,200.0000	2,200.00
012	1.00	EA	BID ITEM # 9 900-01 SVCS:FREIGHT; PAID FOR THE PURCHASE OF BIT9 SECURITY PLATFORM AND CARBON BLACK SOFTWARE ON A ONE-TIME BASIS IN ACCORDANCE W/ ATTACHED FORMAL BID #16-208-018 - INVOICE TO: INFORMATION TECHNOLOGIES 360 FAIR LANE PLACERVILLE, CA 95667 - FOR QUESTIONS, CONTACT: JON HENRY AT 530-621-5452 - CONTRACT ADMINISTRATOR: DAVID RUSSELL; ASSISTANT DIRECTOR OR SUCCESSOR - EXHIBIT "A" IS INCORPORATED TO AND MADE A PART OF THIS PURCHASE CONTINUED, NEXT PAGE	.0001	

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SFX TOTAL INDEX SUB-OBJECT USER CODE

Purchasing Agent

(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00) R 12267

VENDOR COPY



# COUNTY of EL DORADO

Procurement & Contracts

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12/02/15	PO201609617	DP		4	12/15/15		

VENDOR

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 4110 BUSINESS DRIVE  
 SUITE A  
 SHINGLE SPRINGS CA 95682

SHIP TO

INFORMATION TECHNOLOGIES  
 360 FAIR LANE  
 PLACERVILLE CA 95667

REQUESTOR	F.O.B. POINT	TERMS
EJV	DESTINATION	NET 30

## NOTE CONDITIONS ON REVERSE

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
			<p>ORDER CONTRACT.</p> <p>- EXHIBIT "B" IS INCORPORATED TO AND MADE A PART OF THIS PURCHASE ORDER CONTRACT.</p> <p>- TO THE EXTENT THAT THE TERMS AND CONDITIONS OF THE VENDOR CONFLICT WITH THE TERMS AND CONDITIONS OF THE COUNTY, THE TERMS AND CONDITIONS OF THE VENDOR SHALL PREVAIL.</p> <p>- NO BUSINESS LICENSE REQUIRED NO TANGIBLE PROPERTY OR MEDIA RECEIVED</p> <p>- MEDIA: ELECTRONIC DOWNLOAD ONLY</p> <p>- THIS PURCHASE ORDER IS BEING ISSUED FOR THE ACQUISITION OF SOFTWARE LICENSES, SOFTWARE MAINTENANCE, UPGRADE PROTECTION, AND/OR RENEWALS OF SAME.</p> <p>- EL DORADO COUNTY DOES NOT ACCEPT PHYSICAL MEDIA FOR EITHER THE INITIAL PURCHASE OF SOFTWARE LICENSES AND/OR ANY SOFTWARE MAINTENANCE AND UPDATES.</p> <p>- CONTINUED, NEXT PAGE</p>		

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SFX                      TOTAL                      INDEX                      SUB-OBJECT                      USER CODE

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

VENDOR COPY

Purchasing Agent

(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00) **R 13368**



**COUNTY of EL DORADO**

Procurement & Contracts

**PURCHASE ORDER NO.**

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360 FAIR LANE  
PLACERVILLE CA 95667

REQUESTOR	F.O.B. POINT	TERMS
EJV	DESTINATION	NET 30

**NOTE CONDITIONS ON REVERSE**

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
			<p>SOFTWARE, MAINTENANCE AND UPGRADE PROTECTION WHEN ELECTRONICALLY DOWNLOADED ARE NOT SUBJECT TO TAXATION PER THE STATE OF CALIFORNIA, BOE REGULATION 1502.</p> <p>SHOULD EL DORADO COUNTY EVER RECEIVE PHYSICAL MEDIA OR DOCUMENTATION RELATIVE TO THIS SOFTWARE AND/OR SOFTWARE MAINTENANCE AND/OR LICENSE UPDATES, THE COUNTY SHALL BEAR THE COST OF ANY APPLICABLE TAXES RELATIVE TO THIS TRANSACTION.</p> <p>THIS PURCHASE ORDER REPLACES PO201608631, DATED 11/16/2015 ISSUED DUE TO THE AMOUNT EXCEEDING THE PURCHASING AGENTS AUTHORITY, AND MUST BE APPROVED BY THE BOS ALL OTHER TERMS AND CONDITIONS OF PURCHASE ORDER 201608631, INCORPORATED HERIN BY REFERENCE AND SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</p>		

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

TAX	
TOTAL:	99,695.12

VENDOR NUMBER : 022934

SFX	TOTAL	INDEX	SUB-OBJECT	USER CODE
01	74,395.12	103110	4529	
02	25,300.00	103110	4300	
-----				
99,695.12				

VENDOR COPY

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

Purchasing Agent  
(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00) **R 13369**

# Statement of Work for Bit9 Professional Services El Dorado County Bit9 Security Platform Implementation Project

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**November 17, 2015**

**Statement of Work Reference #:** El Dorado County - 01

**SOW Expiration Date:** ~~11/27/2015~~

If this Statement of Work ("SOW") is not signed by El Dorado County and submitted to Bit9, Inc. for execution by Expiration Date, this SOW shall no longer be valid.

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## 1. Introduction

This Statement of Work ("SOW") is entered into by and between Bit9, Inc. ("Bit9") and El Dorado County ("Customer") and is effective as of the date last signed below by both parties ("Effective Date"). The professional services specified in this SOW are being procured by Customer through Bit9's authorized reseller GV Tech ("Partner"). This SOW shall be governed by the terms and conditions of the license agreement between Bit9 and Customer; the limitation of liability described therein shall be the fees paid to Bit9 for the professional services giving rise to the applicable liability.

This SOW defines the professional services that Bit9 shall provide to the Customer related to the Bit9 Security Platform implementation service offering. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs.

## 2. License Summary

Customer has engaged Bit9 to support their implementation of the Bit9 Security Platform. To that end, Customer is purchasing the following licenses with the following goals:

Endpoint Type	# of Licenses Purchased	In Scope for Project	Target Enforcement Policy
Windows workstations	1,460	Up to 1,460	Higher enforcement policies
Windows servers	146	Up to 146	Higher enforcement policies
Linux servers	3	Up to 3	Higher enforcement policies

## 3. Adaptive Implementation Methodology (AIM)

To achieve the project goals, Bit9 will provide consulting services to support the design and implementation of the solution using Bit9's Adaptive Implementation Methodology ("AIM"). Approaching the project in this manner capitalizes on Customer's expertise and knowledge of their cultural and technical environment, while leveraging Bit9's experience in the unique considerations for planning and executing a full implementation of the Bit9 Security Platform.

Bit9 approaches the implementation based upon Customer priorities and business objectives. Bit9's implementation methodology can be adapted to integrate with the Customers established project methodology or can be used to drive the full implementation. The Bit9 Adaptive Implementation Methodology ("AIM") is presented as a set of phases that can be scheduled in an iterative or parallel implementation based upon customer goals.

## 4. Project Timeline

The following high-level milestones have been identified for the project. The schedule must take into consideration the Customer resources and time constraints when developing the project time line jointly with Bit9. These milestones will be reviewed and confirmed at the project kick-off meeting.

Milestone	Target Period
1.0 Project kick-off 1.1 Conduct project kick-off meeting 1.2 Develop project definition document 1.3 Complete infrastructure build and test 1.4 Conduct design workshop	Month 1
2.0 Deploy software with visibility across the designated scope	Month 1 - 2
3.0 Implement target solution on an initial representative group of endpoints	Month 1 - 2
4.0 Prepare customer environment for designated scope (e.g. communications, operational processes, support model, etc.)	Month 2
5.0 Implement target solution on the remaining group of endpoints	Month 2 - 4
6.0 Transition to operations	Month 4
7.0 Project complete	Month 4

*The actual duration required for the initial agent rollout is based on Customer's infrastructure capability and change and release policies.*

Bit9 will use all commercially reasonable efforts to complete the professional services for Customer within the time allotted and to meet Customer's implementation schedule. This assumes that Customer works diligently to meet their deliverables and responsibilities because much of the Bit9 Security Platform configuration work is contingent upon completion of Customer work.

## 5. Project Deliverables

Deliverable Type	Deliverable Description
<b><i>Project Definition Document</i></b>	Defines the scope, team, engagement model and schedule for the project.
<b><i>Design Strategy Document</i></b>	Defines the initial Bit9 Security Platform technical configuration design for the devices that are in scope.
<b><i>Project Closure Notification Email</i></b>	Confirms that the project is complete, provides current state of endpoints and security enforcement policies, a summary of the professional services hours and transition to Bit9 customer support information.

## 6. Customer Roles

The following table identifies the various Customer roles that are needed during a Bit9 Security Platform implementation. A single Customer resource may fill one or many of the roles identified below:



Customer Role	Responsibilities
<b>Customer Project Manager ("CPM") or Customer's Primary Point-of-Contact</b>	The CPM is responsible for collaborating with the Bit9 project team and coordinating Customer's deliverables during the implementation. The CPM will ensure that customer deliverables are completed on time and coordinate any IT or other resources that may be needed throughout the project. The CPM will serve as an interface to all customer departments.
<b>Bit9 Security Platform Administrator</b>	The Bit9 Security Platform Administrator will be responsible for Bit9 Security Platform product configuration through the Bit9 Security Platform Console, initial configuration, on-going policy and whitelist updates.
<b>Change Management Lead</b>	Change Management Lead will communicate and manage software policies and updates to Customer's IT hardware and software configurations as required for the Bit9 Security Platform implementation.
<b>Software / Hardware Platform Lead(s)</b>	Software / Hardware Platform Lead(s) will define and communicate policies, test interoperability and deployment of the Bit9 Security Platform for the software licenses in scope.
<b>Implementation Architect</b>	The Implementation Architect will define the implementation approach, including risk profile and policy design, agent/sensor rollout, and identify operational processes and procedures impacted by Bit9 Security Platform implementation.
<b>IT Security Lead(s)</b>	The IT Security Lead will set the security standards for the Bit9 Security Platform implementation, will approve trust and approval strategies for the Bit9 Security Platform, influence and define policies, and develop workflow for reviewing ongoing software changes.
<b>Help Desk and Support Manager</b>	The Helpdesk and Support Manager (or Service Desk Manager) is responsible for the associated support processes, like the software request process, problem resolution and other operational processes that may be affected by a Bit9 Security Platform implementation. This role will also assist with creating Bit9 Security Platform Notifier content, escalation processes and general end user support.
<b>Software Deployment Administrator</b>	The Software Deployment Administrator will be responsible for initial software and software update deployments, patch management and imaging to the endpoints.
<b>Storage Administrator</b>	The Storage Administrator will be responsible for proper storage allocation assigned to the Bit9 Security Platform server to meet the recommended specifications.

## 7. Estimated Consulting Days

The scope of this project will require up to:

### 10 Bit9 professional service days

This estimate is based upon the objectives, assumptions and scope stated in this SOW as well as the responses to the Bit9 Security Platform Scoping Questionnaire (Attachment A). If the parties mutually agree to extend the SOW to include additional work by Bit9, Bit9 will provide Customer with a change order requesting authorization for additional funding to cover the additional professional services and travel expenses. The change order shall

become effective on acceptance in writing by both parties. Additional professional services time may be purchased in day increments at the applicable professional services rate.

All professional services are delivered during normal business hours, Monday – Friday, 8:30AM – 5:30PM, based on the delivery location’s time zone.

The following defines how Bit9 tracks time on professional services engagements:

- One (1) day is eight (8) hours of work.
- Bit9 tracks time in a minimum of one (1) hour, and then in fifteen (15) minute increments thereafter, for planned customer sessions. This includes time necessary to prepare and wrap-up the session. Bit9 tracks in fifteen (15) minute increments for ad hoc Customer requests during the implementation. These include responding to emails, phones calls and scheduling sessions. Bit9’s consultants will track time and aggregate to the nearest fifteen (15) minute increment.
- Any professional services delivered during non-business hours will be billed an additional fee, based on time and a half based on the professional services daily rate divided by eight (8). This applies specifically to consulting delivery during late evening, night, weekends, and holidays.
- A minimum of one (1) day is charged for any onsite work.
- Bit9 will charge Customer for the planned session time for any sessions that are cancelled within four (4) hours of the scheduled time.
- Bit9 will not charge Customer for any time spent researching issues related to any Bit9 Security Platform or Carbon Black software product defects.
- Bit9 will notify Customer prior to researching issues or defects that are discovered to be within the Customer’s environment. Bit9 will provide an estimate for the effort required and may require a change order for an additional fee.

## 8. Invoicing

### Services:

Bit9 agrees to perform and Customer agrees to pay Partner per the sales order executed between the parties, for the professional services described in this SOW.

### Travel Expenses:

Bit9 expects to deliver this work at Customer's facilities, remotely from Bit9 locations, or through a combination of both onsite and remote delivery. Should travel be required, Customer agrees to pay Partner travel expenses for all onsite professional services provided by Bit9 in accordance with Bit9’s travel policies. Bit9 will request written approval from the Customer for any planned travel to a Customer-designated site prior to booking travel. Bit9 will invoice for any travel expenses that cannot be reversed, such as cancellation fees and changes in fares/rates, incurred due to changes in Customer schedule once the agreed upon travel arrangements have been made.

## 9. Assumptions

Customer acknowledges that its participation and cooperation is critical for the success of the project. The following assumptions are based on information provided by Customer to Bit9 relating to the project and have been used to develop Bit9's current level of effort and fees. Deviations from these assumptions may lead to commensurate changes in the timeline and fees:

1. Communication in English: Bit9 assumes that all communication, verbal and written between the Customer and Bit9, will be in English.
2. Customer Project Commitment: Successful completion of the project requires:
  - a. Customer to provide appropriate personnel to fill the roles defined in Section 6 for the duration of the project. Any person identified by Customer to work with Bit9 shall be considered to be a duly authorized representative of Customer who is fully capable of making decisions related to the project;
  - b. Customer will provide their best level of effort to complete tasks according to expected completion date;
  - c. Customer will respond to Bit9's staff request for additional information required to complete within one (1) business day of Bit9's original request.
3. Deployment: Customer can deploy the Bit9 Security Platform to the production environment outside of standard maintenance windows, if necessary, based upon Customer's emergency change management processes.
4. Infrastructure: Customer will provide the necessary infrastructure to host the Bit9 Security Platform software server and database in accordance with Bit9's Operating Environment Requirements ("OER").
5. Onsite Work: Should onsite work be required as part of this SOW, Customer will make resources, internet access, and space available for the Bit9 consultant(s).
6. Software Updates and Distribution Processes: Customer will have knowledge of all software updating and distribution processes in its environment. Any unknown aspects may affect the project timeline.
7. Professional Services Days Term/Expiration: Unless agreed upon by both parties and duly executed in writing, the obligation of Bit9 to provide assistance to Customer expires the earlier of any of the following conditions being met:
  - a. All deliverables in Section 5 have been delivered in support of the project goals;
  - b. Twelve (12) months from the Effective Date in this SOW.
8. Testing: Customer will have a set of test endpoints so that Bit9 can validate acceptable Bit9 Security Platform performance before deploying to the production environment.
9. Out of Scope: The project does not include:
  - a. Development of custom documentation outside what is defined in Section 5 of this SOW.
  - b. Integration with SIEM tools for event management, other than via syslog.
  - c. Remediation/removal of unauthorized, malicious, or unwanted files.
  - d. Investigation and analysis of potential malware and threats.

10. Training: Customer will attend the Bit9 Security Platform Administration training prior to the design workshop. Customer understands that they need to include all critical personnel in training for its team to adequately manage the implementation.

## 10. Additional Provisions

### Warranty

Bit9 warrants that the professional services will be performed in a professional and workmanlike manner consistent with industry practice. Customer's sole and exclusive remedy for any breach of the foregoing warranty is that Bit9 shall, if written notice is provided not later than thirty (30) days after completion of the applicable professional services, re-perform such professional services or refund the Fee for such professional services. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### Work Product

Any deliverables, work, ideas, inventions, discoveries, processes and improvements, computer programs, software products, specifications, operating instructions, notes, and all other documentation created, conceived, alone or with others, prior to or in connection with services rendered hereunder to which Customer is provided access to and/or use of under this Statement of Work ("Bit9 Materials") will remain the sole property of Bit9, and all intellectual property rights related thereto constitute trade secrets and proprietary data of Bit9 and any third party from whom Bit9 has received sublicensing or marketing rights, and nothing in this SOW will be construed to convey any title or ownership rights to Customer. Bit9 grants Customer a non-exclusive limited license to use the Bit9 Materials for its internal use to the extent necessary to obtain the benefits contemplated for the software granted under Customer's existing license agreement with Bit9. Customer may not copy, modify, reverse engineer, decompile, disassemble or create derivative works based on the Bit9 Materials, except as permitted by applicable law, and to the extent that Bit9 is not permitted by such law to exclude or limit such rights. Customer will retain ownership to any of Customer's data, reports and documentation provided by Customer to Bit9 in connection with this Statement of Work hereunder.

### Miscellaneous

Bit9 is an independent contractor. The provisions of this SOW shall not be construed to establish any form of partnership, agency or other joint venture of any kind between Customer and Bit9, nor to constitute either party as the agent, employee or legal representative of the other. If the performance by a party of any of its obligations under this SOW (other than payment obligations) shall be interfered with by reason of any circumstances beyond the reasonable control of that party, that party shall be excused from such performance while such circumstances exist and such additional period as may be reasonably necessary to allow that party to resume its performance.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

Agreed to and accepted by:

El Dorado County

Bit9, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

# Attachment A: Bit9 Security Platform Scoping Questionnaire

 <b>Bit9 Security Platform Scoping Questionnaire</b>		<input type="checkbox"/> Enter data in blue cells		LEGEND <input type="checkbox"/> Calculated field		Customer Name:		Ahold NV				
		Workstations				Servers						
1. Endpoint Quantities by Dynamic Nature		TOTAL	Windows	Mac	Linux	TOTAL	Win2008 and above	Win2003 32bit	Win2003 64bit	Linux	TOTAL	
a. Static, infrequent changes		1,427	1,300		-	1,300	110		15	2	127	
b. Moderately dynamic		164	150		-	150	10		3	1	14	
c. Highly dynamic		18	10			10	5		3		8	
d. Fixed function		-				-						
<b>TOTAL</b>		<b>1,609</b>	<b>1,460</b>			<b>1,460</b>	<b>125</b>		<b>21</b>	<b>3</b>	<b>149</b>	
2. Enforcement Policies for Final Security State		Medium										
3. Level of Management for Software Updates / Distributions		Medium										
4. Virtual Desktop Implementations												
a. Of those totals, how many are VDI?		Indicate quantity in cells to the right ▶				10					10	
Select answers from drop-down list in each cell below ▼												
b. What types of VDI are in place?		VMWare										
c. Are your virtual desktops persistent or non-persistent?		Both										
5. Remote Sites/Users:												
a. Number of remote sites		30										
b. Do you have any bandwidth constraints?		Yes										
		If "Yes", describe here ▶				A few sites have occasional problems						
c. Do you have external clients that require external access, not through a VPN, to the Bit9 Security Platform server?		No										
		If "Yes", describe here ▶										
6. Integrations:												
a. Will you require a network connector?		No										
If "Yes", enter # of devices in cells right ▶												
b. Do you have other network devices that you would like future integration capabilities?		Yes										
		If "Yes", describe here ▶				bluecoat, Cisco ASA						
7. Auditing/SIEM:												
a. Is there an enterprise auditing solution? (Splunk, Nitroview, ArcSight, etc.)		No										
		If "Yes", describe here ▶										
8. Deployment Method:												
a. What method do you intend to use to deploy the Bit9 Security Platform agent?		SCCM										
		If "Other" describe here ▶										
9. Host Defense:												
a. What antivirus product is used?		Microsoft system center endpoint protection										
b. Is there a client based firewall?		No										
		If "Yes", describe here ▶										
10. Network Defense:												
a. Are there any network intrusion detection/prevention suites?		No										
		If "Yes", describe here ▶										
11. IT Organization:												
a. What is the structure of your IT organization?		Medium – a combination of both										
b. What is the culture of your business to IT relationship?		Combination of both depending on IT decision										
c. What is the culture of your users?		Combination of both depending on department										
d. What is your level of IT process maturity?		Level 1 - Understood Processes - not documented but generally followed										
e. What is the level of automation of the IT processes?		Mid-level automation – basic tool support for key IT support processes such										
										NOTES:		

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# EXHIBIT "B"

Home » License Agreements » Carbon Black Quick Start Packages

## Carbon Black Quick Start Packages

### Terms and Conditions

The Carbon Black Quick Start Packages (the "Packages") provide implementation services to assist You with Your Carbon Black software implementation project.

Bitg, Inc. ("Bitg") agrees to perform and You agree to pay, in accordance with the Sales Order, for one or more of the Packages as described below.

The Package also requires the following:

- Purchase of a Carbon Black Administrator training seat; and
- Attendance at training within the first month of commencing the implementation project.

Bitg will work with You remotely from Bitg locations. Travel expenses are not included in the Packages. You are expected to provide the appropriate personnel to support the implementation service's working sessions.

	Carbon Black On Premises					Carbon Black Cloud		
Quantity of endpoints	≤ 3,000	3,000 - ≤ 5,000	> 3,000 - ≤ 5,000	> 5,000 - ≤ 10,000	> 5,000 - ≤ 10,000	≤ 3,000	> 3,000 - ≤ 5,000	> 5,000 - ≤ 10,000
Maximum days of data retention	30 days	30 days	90 days	30 days	90 days	30 days	30 days	90 days
<b>DELIVERABLES</b>								
Lead deployment planning call	✓	✓	✓	✓	✓	✓	✓	✓
Produce project definition document and design strategy document	✓	✓	✓	✓	✓	✓	✓	✓

Build Carbon Black server(s) or master server	One (1) server	One (1) server	Master server	Master server	Master server	N/A	N/A	N/A
Build Carbon Black minion servers	N/A	N/A	Up to three (3)	One (1)	Up to six (6)	N/A	N/A	N/A
Deploy up to two (2) Carbon Black clients	✓	✓	✓	✓	✓	✓	✓	✓
Configure Carbon Black Network Integration Connectors	Up to one (1)	✓	✓	✓	✓	Up to one (1)	✓	✓
Setup syslog/CEF for SIEM solution	✓	✓	✓	✓	✓	✓	✓	✓
Lead user interface (UI) walkthrough	✓	✓	✓	✓	✓	✓	✓	✓
Provide health metrics document	✓	✓	✓	✓	✓	✓	✓	✓
Lead one-hour tuning / Q&A working sessions	Up to one (1)	Up to three (3)	Up to three (3)	Up to three (3)	Up to three (3)	Up to one (1)	Up to three (3)	Up to three (3)
Transition to Bitg technical support	✓	✓	✓	✓	✓	✓	✓	✓
Provide project closure notification email	✓	✓	✓	✓	✓	✓	✓	✓
PROFESSIONAL SERVICES HOURS INCLUDED IN PACKAGE	Up to 9 hours	Up to 13 hours	Up to 22 hours	Up to 18 hours	Up to 27 hours	Up to 7 hours	Up to 9 hours	Up to 11 hours

The Packages do not include the following:

- Developing custom documentation
- Building of custom scripts or feeds
- Performing custom threat feed configuration
- Remediation/removal of unauthorized, malicious, or unwanted files
- Investigation and analysis of potential malware and threats
- Troubleshooting integration or product issues when deemed to be non-Carbon Black issues

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You represent and warrant to Bitg that You will not use the Software or any portion thereof in violation of applicable laws or regulations, and You agree to indemnify and hold Bitg harmless from and against claims, losses, costs, or liability, arising in connection with Your breach of this Section.

**GOVERNMENT RESTRICTED RIGHTS:** The Software and Documentation are "commercial computer software" or "commercial computer software documentation." Absent a written agreement to the contrary, the U.S. Government's rights with respect to such Software or Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A., excluding (a) its conflicts of laws principles; (b) the United Nations Convention on Contracts for the International Sale of Goods; (c) the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"); (d) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980; and (e) the Uniform Computer Information Transactions Act (UCITA) as adopted by any state. You hereby submit to the exclusive jurisdiction of the federal and state courts located in Suffolk County, Massachusetts in connection with any dispute arising out of or relating to this Agreement and waive any objection to such venue.

**EQUITABLE RELIEF:** You agree that, because of the proprietary nature of the Software, Bitg's remedies at law for a breach by You of Your obligations under this Agreement will be inadequate and that Licensor shall, in the event of a breach or threatened breach, be entitled to equitable relief, including injunctive relief, without the posting of any bond, in addition to all other remedies provided under this Agreement or available at law.

**GENERAL:** This Agreement constitutes the entire understanding between Bitg and You with respect to subject matter hereof. Any change to this Agreement must be in writing, signed by Licensor and You. Terms and conditions as set forth in any order which differ from, conflict with, or are not included in this Agreement shall not become part of this Agreement unless specifically accepted by Licensor in writing. You shall be responsible for and shall pay, and shall reimburse Licensor on request if Licensor is required to pay, any sales, use, value added (VAT), consumption or other tax (excluding any tax that is based on Licensor's net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Package.

# CONTRACT ROUTING SHEET

Date Prepared: 11/23/15

Need Date: **RUSH PLEASE!**

**PROCESSING DEPARTMENT:**

Department: CAO, Procurement & Contracts Division  
Dept. Contact: Eric van Leeuwen  
Phone #: 530-621-5834  
Department  
Head Signature: JANELLIS FOR Sue Henmitte

**CONTRACTOR:**

Name: Government Technology Solutions, Inc.  
Address: 4110 Business Drive, Suite A Shingle Springs, CA 95682  
Phone: 530-677-1333

**CONTRACTING DEPARTMENT:** CAO Procurement & Contracts Division on behalf of Information Technologies Department

Service Requested: Review and approval of Bit9 (Exhibit "A") and Carbon Black (Exhibit "B") Statement of Work for Implementation Services of security platform software

Contract Term: One-Time purchase Contract Value: \$ 22,000.00

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 11/30/2015 By: J. Santer  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

Detailed description here (see sample) \_\_\_\_\_

Need to state which T's + c's will prevail in the event of a conflict between Exh. A/B and the P.O.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EL DORADO COUNTY COUNSEL  
2015 NOV 23 10:10:35

PLEASE FORWARD TO PURCHASING. THANKS!