

STATE OF NORTH CAROLINA NC DEPARTMENT OF INFORMATION TECHNOLOGY	Request for Proposal Lite No. RFP-41-DIT-1169270859
	Offers will be publicly opened: 10/17/2024 at 2:00pm
	Issue Date: September 18, 2024
Refer <u>ALL</u> inquiries regarding this RFP Lite to: Belinda Edwards Belinda.edwards@nc.gov Via the Ariba Sourcing Tool Message Board	Commodity Number: 432332, 801015
	Description: BeyondTrust Privileged Access Management
	Using Agency: NC Dept. of Information Technology
See page 2 for mailing instructions.	Requisition No.: RQ111421

OFFER AND ACCEPTANCE

The State seeks offers for the Software, Services and/or goods described in this solicitation. The State's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this Request for Proposal-RFP Lite, (3) specifications, (4) Department of Information Technology Terms and Conditions of this RFP Lite, and (5) the agreed portions of the awarded Vendor's offer. **No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.**

EXECUTION

In compliance with this RFP Lite and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for thirty (30), days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER

If any or all parts of this RFP Lite are accepted, an authorized representative of NC Dept. of Information Technology shall affix their signature hereto. A copy of this acceptance will be forwarded to the successful vendor(s).

<u>FOR STATE USE ONLY</u>	
Offer accepted and contract awarded this	, as indicated on attached certification,
By	(Authorized representative of NC Dept. of Information Technology).

TABLE OF CONTENTS

1.0	INTENT, USE, DURATION AND SCOPE	4
2.0	ANTICIPATED PROCUREMENT SCHEDULE	4
2.1.	VENDOR QUESTIONS.....	5
2.2.	ADDENDA	5
2.3.	OFFER SUBMITTAL.....	5
2.4.	BASIS FOR REJECTION.....	6
2.5.	LATE OFFERS.....	6
2.6.	NON-RESPONSIVE OFFERS	6
2.7.	NOTICE TO VENDORS	7
2.8.	E-PROCUREMENT SOLICITATION.....	7
2.9.	DISTRIBUTORS AND RESELLERS	7
2.10.	POSSESSION AND REVIEW	7
2.11.	BEST AND FINAL OFFERS (BAFO).....	8
2.12.	AWARD.....	8
2.13.	POINTS OF CONTACT.....	8
2.14	SOURCE SELECTION.....	8
2.15	EVALUATION CRITERIA.....	9
2.16.	RFP LITE AWARD	9
3.0	SPECIFICATIONS	9
3.1.	VENDOR STANDARD AGREEMENT(S)	9
3.2.	VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.	10
3.3.	E-VERIFY	10
3.4	SPECIFICATIONS SPECIFIC TO THIS RFP LITE.....	10
3.4.1	Scope of Work.....	11
3.5.	SECURITY SPECIFICATIONS	15
3.6.	ENTERPRISE ARCHITECTURE SPECIFICATIONS	15
3.6.1	ARCHITECTURE DIAGRAMS - RESERVED.....	15
3.6.2	SOLUTION ROADMAP	15
3.6.3	IDENTITY AND ACCESS MANAGEMENT	16
3.6.4	INTEGRATION APPROACH.....	16
3.6.7	ACCESSIBILITY	16
3.7.	DELIVERY	16
3.8.	CONTRACT TERM	16
3.9.	EFFECTIVE DATE	17
4.0	FURNISH AND DELIVER (F & D MATRIX).....	18
5.0	HISTORICALLY UNDERUTILIZED BUSINESSES	24
6.0	DEPARTMENT OF INFORMATION TECHNOLOGY INSTRUCTIONS TO VENDORS	24

7.0 DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS 26

ATTACHMENT A: VENDOR EXPERIENCE AND RESOURCE RESUMES 38

ATTACHMENT B: DESCRIPTION OF OFFEROR 39

ATTACHMENT C: VENDOR CERTIFICATION FORM 40

ATTACHMENT D: FINANCIAL REVIEW FORM..... 41

ATTACHMENT E: BEYONDTRUST PRODUCT CATALOG..... 42

ATTACHMENT F: BEYONDTRUST TRAINING CATALOG..... 43

1.0 INTENT, USE, DURATION AND SCOPE

The purpose of this RFP Lite is to obtain pricing for and procure BeyondTrust Privileged Access Management (PAM) on-premises software licenses, maintenance, training and implementation services for the NC Dept. of Information Technology (NCDIT). Products and Services will be provided in accordance with the terms and conditions of this RFP Lite.

2.0 ANTICIPATED PROCUREMENT SCHEDULE

The Agency Procurement Agent will make every effort to adhere to the following schedule:

Action	Responsibility	Date
RFP Issued	Agency	09/18/2024
Pre-Offer Conference <i>(Optional)</i>	Agency	N/A
Written Questions Deadline	Potential Vendors	10/02/2024 (2:00PM)
Agency's Response to Written Questions/ RFP Addendum Issued	Agency	10/09/2024
Offer Opening Deadline	Vendor(s)	10/17/2024 (2:00PM)
Offer Evaluation	Agency	10/24/2024
Selection of Finalists	Agency	11/07/2024
Oral Presentations and/or Product Demonstrations by Finalists <i>(Optional)</i>	Selected Vendors	11/14/2024
Negotiations with Finalists	Agency designees and selected Vendor(s)	11/21/2024
Best and Final Offers Deadline from Finalists	Selected Vendors	11/28/2024
Contract Award	Agency	12/16/2024
Protest Deadline	Responding Vendors	15 days after award

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Tenant key: ncgov@m.webex.com

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2.1. VENDOR QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “**Submit Written Questions**” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP.

Vendors will enter: “**RFP # 41-DIT-1169270859 Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.2. ADDENDA

The State may issue addenda if Vendor questions are permitted as described below, or if additional terms, specifications, or other changes are necessary for this procurement. All addenda shall become an Addendum to this RFP Lite.

2.3. OFFER SUBMITTAL

Due Date: **October 17, 2024**
Time: **2:00 PM Eastern Time**

IMPORTANT NOTE: Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this RFP by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

5. Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the quote, also submit one (1) signed, REDACTED copy of the quote. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the quote with its quote submission, the Department may release an unredacted version if a record request is received.

2.4. BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State. Vendor contact regarding this RFP Lite with anyone other than Belinda Edwards may be grounds for rejection of said Vendor's offer.

2.5. LATE OFFERS

Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

2.6. NON-RESPONSIVE OFFERS

Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- “This offer does not constitute a binding offer”,
- “This offer will be valid only if this offer is selected as a finalist or in the competitive range”,
- “Vendor does not commit or bind itself to any terms and conditions by this submission”,
- “This document and all associated documents are non-binding and shall be used for discussion purposes only”,
- “This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties”, or
- A statement of similar intent.

2.7. NOTICE TO VENDORS

The State objects to and will not be required to evaluate or consider any additional terms and conditions not previously agreed to by the State and submitted with an Offeror’s response. This applies to any language appearing in or attached to the document as part of the Offeror’s response. By execution and delivery of this RFP Lite and response(s), the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

2.8. E-PROCUREMENT SOLICITATION

This is an E-Procurement solicitation. See Paragraph #35 of the attached Department of Information Technology Terms and Conditions.

- a) General information on the E-Procurement service can be found at <http://eprocurement.nc.gov/>
- b) Within two days after notification of award of a contract, vendor must register in NC E-Procurement @ Your Service at the following web site: <https://vendor.ncgov.com/vendor/login>
- c) As of the RFP Lite submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP Lite.

2.9. DISTRIBUTORS AND RESELLERS

“Resellers” as used herein, refers to businesses that routinely sell or distribute Vendor’s Products, and may include “Distributors”, “Value Added Resellers” (VARs), “Original Equipment Manufacturers” (OEMs), Channel Partners, or such other designations. These businesses must be approved by the State prior to placement of any orders. Any contract established will be subject to this solicitation and any resulting Agreement(s), and to the terms and conditions of the State’s competitive bidding process. The Agency acknowledges that the Reseller has merely purchased the Third-Party Items for resale or license to the Agency, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than the Reseller (“Third Parties”). The Agency further acknowledges that except for the payment to the Reseller for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. The Reseller shall provide the Agency with copies of all documentation and warranties for the Third-Party Items which are provided to the Reseller. The Reseller shall assign all applicable third-party warranties for Deliverables to the Agency.

2.10. POSSESSION AND REVIEW

During the evaluation period and prior to award, possession of the bids and accompanying information is limited to personnel of the issuing agency, and to the committee responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

After award of contract the complete bid file will be available to any interested persons with the exception of trade secrets, test information or similar proprietary information as provided by statute and rule. Any proprietary or confidential information, which conforms to exclusions from public

records as provided by N.C.G.S. §132-1.2 **must be clearly marked as such in the offer when submitted.**

2.11. BEST AND FINAL OFFERS (BAFO)

The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendor(s) within this range; e.g. "Finalist Vendor(s)". If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State will evaluate BAFO(s), oral presentations, and product demonstrations as part of the Vendors' respective offers to determine the final rankings.

2.12. AWARD

The State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

A link to the NC electronic Vendor Portal (eVP) allows the public to retrieve contract award information electronically from the web site: <https://evp.nc.gov/solicitations/> Results may be found by searching by RFP Lite number or agency name. This information may not be available for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

2.13. POINTS OF CONTACT

Contact by the Offeror with the persons shown below for contractual and technical matters related to this RFP Lite is only permitted if expressly agreed to by the purchasing lead named on page 4, or upon award of contract:

Vendor Contractual Point of Contact	Vendor Technical Point of Contact
[NAME OF VENDOR] Street: [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Contract Manager	[NAME OF VENDOR] Street: [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Technical Lead

2.14 SOURCE SELECTION

A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP Lite to the Vendor providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with or traded-off against other non-price factors.

- a) Evaluation Process Explanation. State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP Lite materials or Offer shall have specific page numbers and sections stated in the reference.
- b) To be eligible for consideration, Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP Lite may be deemed deficient. Further, a serious deficiency in the offer to any one (1) factor may be grounds for rejection regardless of overall score.

- c) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina to discuss technical and contractual aspects of the offer.

Vendors are advised that the State is not obligated to ask for or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.

2.15 EVALUATION CRITERIA

Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.

- 1) How well the Vendor's offer conforms with the specifications in Section 3.0.
- 2) How each Vendor's offer compares with the other Vendors' offers.
- 3) Vendor past performance including the strength of Vendor resource experience in PAM implementation. See attachment "A"-Vendor Experience and Resource Resumes. (The Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.)
- 4) Total Cost of Ownership for items listed in Section 4.0 – Furnish and Deliver
- 5) Risks associated with Vendor's offer which includes errata and exceptions to the entire RFP Lite including the State's Terms and Conditions in Section 7.0.

2.16. RFP LITE AWARD

It is the general intent to award this contract to one Vendor. As provided by statute, award will be based on Best Value Analysis, in accordance with N.C.G.S. §143B-1350(h), which provides that the offer must be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302.

A link to the eVP System allows the public to retrieve contract award information electronically from the Internet web site: Results may be found by searching by RFP Lite number or agency name. This information may not be available for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

3.0 SPECIFICATIONS

3.1. VENDOR STANDARD AGREEMENT(S)

The terms and conditions of Vendor's standard license, maintenance or other agreement(s) applicable to Software and other Products acquired under this Agreement may apply to the extent such terms and conditions do not materially change the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Vendor's standard agreement(s), the terms and conditions of this Agreement relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the Terms and Conditions herein shall apply in all cases and supersede any provisions contained in Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns; nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

A license agreement for BeyondTrust Privileged Access Licenses is currently in the process of being finalized by and between BeyondTrust and NCDIT and will be applicable to this RFP Lite. A fully

executed copy of the updated license agreement shall be incorporated by reference and attached to the final version of this RFP Lite via a Best and Final Offer (BAFO).

3.2. VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.

In accordance with N.C.G.S. §143B-1361(b), Vendor must detail in the RFP Lite response, the manner in which it intends to utilize resources or workers located outside the U.S. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer. The Vendor shall provide the following for any offer or actual utilization or contract performance:

- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States.
- b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors.
- c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States.
- d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided.

Will any work under this contract be performed outside the United States? ☐ YES ☐ NO

If Vendor answered "YES" above, list the location(s) outside the United States where work under this contract will be performed by Vendor, any sub-contractors, employees, or other persons performing work under the contract. Vendor is to also supply the types of individuals who are accessing State Data remotely (e.g. Helpdesk Support, SW Developer, Technical Support, Architect, etc.)

3.3. E-VERIFY

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

3.4 SPECIFICATIONS SPECIFIC TO THIS RFP LITE

Background

The NC Dept. of Information Technology (NCDIT) is implementing a Privileged Access Management (PAM) Solution using BeyondTrust products. The project's aim is to implement Basic PAM functionality for up to 25 admin human users.

For this RFP the Basic PAM Functionality means the following:

- a) Administrative account discovery and inventory: Discovers and compiles a list of accounts that have administrative access to NCDIT infrastructure devices. These accounts include accounts assigned to an individual, shared accounts used by more than individual, accounts managed by Active Directory (AD), and accounts that are local to a device.
- b) Password vaulting and password rotation: Store passwords for accounts with administrative access

in an encrypted and tamper-proof vault. Rotate or change password based on policy such as, after every use or after every 30 days or on-demand. Use algorithm to generate new passwords.

- c) Session recording and session management: When an individual connects to an infrastructure device, create a session, inject the password into the session, without sharing the password with the individual, record every activity in a video with ability to play back the session.
- d) Privileged access request and approval management process: Based on policy, an individual may have to create a request for connecting to an infrastructure device and the request may go through an approval process.
- e) Role Based Access Control (RBAC) Policies for granting Privileged Access: Based on policy and roles assigned an individual, an access request may or may not need an approval, or it may need multiple levels of approvals, before access is granted.
- f) Integrating with existing SSO and MFA capabilities: NCDIT uses on-premises Active Directory (AD) and has SSO and MFA capabilities enabled for sign on. The Basic PAM Functionality shall integrate with these existing capabilities.

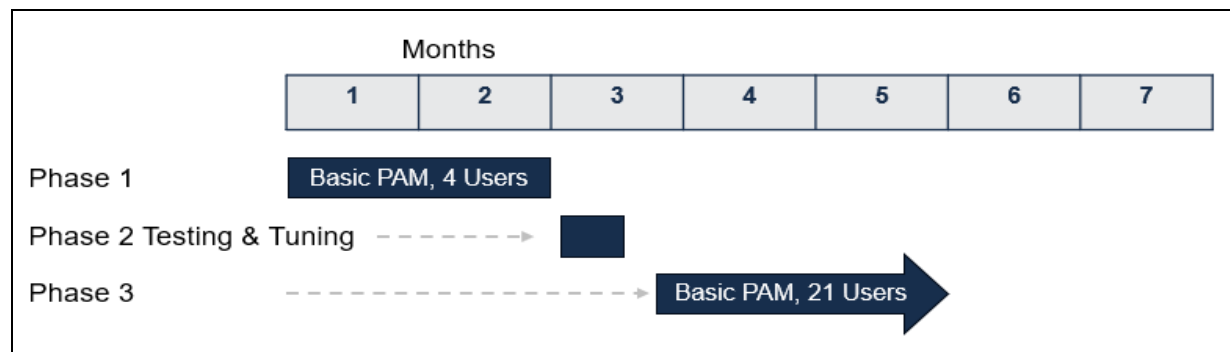
NCDIT will have two separate instances or installations of PAM products, one for production and other for development. A development instance will be used for testing, validation of software patches, upgrades and bug fixes. A development instance will have up to 5 users. Production instance will be used by privileged account users and will have 25 users.

Timeline

The NCDIT wants tangible results delivered in the first two months. It is expected that the awarded Vendor will deliver Phase 1 in two months of starting the project. Phase 1 consists of an assessment and implementation of basic PAM functionality (as described in the Background) for up to 4 admin users in production instance.

This Phase 1 delivery will be followed by Phase 2, consisting of two weeks of Unit Testing and User Acceptance Testing fine tuning the solution.

Phase 3 will be implementation of Basic PAM Functionality for the remaining 21 users in production instance and the addition of Privileged Remote Access, Endpoint Management, and Identity Insight functionality.



3.4.1 Scope of Work

3.4.1.1 During the contract term, the awarded Vendor shall provide the following Software product licenses.

3.4.1.1.1 On-premises Software product licenses and maintenance support for production instances for up to 25 users.

3.4.1.1.2 On-premises Software product licenses and maintenance support for development instance for up to 5 users.

3.4.1.1.3 Online/remote training class subscription for licensed Software products.

3.4.1.2 During the contract term, the awarded Vendor shall provide the following artifacts.

3.4.1.2.1 An architecture diagram for a typical Active-Active implementation for on-premises PAM across two Data Centers.

3.4.1.3 During the contract term, the awarded Vendor shall provide the following Services, and associated Deliverables.

3.4.1.3.1 Installation, Configuration and Implementation Services for the licensed products for Basic PAM Functionality in production and development instances.

3.4.2 Business and Technical Specifications

Provide responses to items 3.4.2.1 through 3.4.2.5. Each of the following specifications correlates to the scope of work items above. For items 3.4.2.4 through 3.4.2.5, Vendors should organize their offer proposals in accordance with the item numbers and subsections for each item.

3.4.2.1 (Scope of Work Item 3.4.1.1.1, i.e., Vendor to provide on-premises product licenses and maintenance support for production instance for up to 25 users. See Attachment F: BeyondTrust Product Catalog.) Provide costs in RFQ Section 4.0 Furnish and Deliver Tables for the following:

- a) Privileged Remote Access (PRA). This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Production Instance, Item# 1.
- b) Virtual Machine for Privileged Remote Access (PRA). This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Production Instance, Item# 2.
- c) Password Safe (PS): This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Production Instance, Item# 3.
- d) Virtual Machine for Password Safe (PS). This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Production Instance, Item# 4.
- e) Endpoint Privileged Management (EPM) for Windows Desktop: This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Production Instance, Item# 5.
- f) Virtual Machine for Endpoint Privileged Management (EPM). This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Production Instance, Item# 6.
- g) Active Directory Bridge: This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Production Instance, Item# 7.
- h) Identity Insight: This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software

License Production Instance, Item# 8.

3.4.2.2 (Scope of Work Item 3.4.1.1.2, i.e., Vendor to provide on-premises product licenses and maintenance support for development instance for up to 5 users. See Attachment F: BeyondTrust Product Catalog.) Provide costs in RFQ Section 4.0 Furnish and Deliver Tables for the following:

- a) Privileged Remote Access (PRA): This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Development Instance, Item# 1.
- b) Virtual Machine for Privileged Remote Access (PRA). This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Development Instance, Item# 2.
- c) Password Safe (PS): This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Development Instance, Item# 3.
- d) Virtual Machine for Password Safe (PS). This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Development Instance, Item# 4.
- e) Endpoint Privileged Management (EPM) for Windows Desktop: This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Development Instance, Item# 5.
- f) Virtual Machine for Endpoint Privileged Management (EPM). This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Development Instance, Item# 6.
- g) Active Directory Bridge: A solution to extend Microsoft AD authentication, SSO capabilities, and Group Policy configuration management to non-Windows systems. This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: On-Prem Software License Development Instance, Item# 7.

3.4.2.3 (Scope of Work Item 3.4.1.1.3, i.e., Vendor to provide online/remote training class subscription for licensed products. See Attachment F: BeyondTrust Product Catalog.) Provide costs in RFQ Section 4.0 Furnish and Deliver Tables for the following:

- a) Training Class: Privileged Remote Access (PRA). This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: Training, Item# 1.
- b) Training Class: Password Safe (PS). This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: Training, Item# 2.
- c) Training Class: Endpoint Privileged Management (EPM) for Windows. This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: Training, Item# 3.
- d) Training Class: Active Directory Bridge. This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: Training, Item# 4.

3.4.2.4 (Scope of Work Item 3.4.1.2.1, i.e., Vendor to provide an architecture diagram for a typical Active-Active implementation for on-premises PAM across two Data Centers.) Provide an architecture diagram in RFQ Section 4.0 Furnish and Deliver Tables for the following:

- a) A typical Active-Active implementation for on-premises PAM across two Data Centers. This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: Architecture, Item# 1.

3.4.2.5 (Scope of Work item 3.4.1.3.1 Installation, configuration, and Implementation Services for licensed products for Basic PAM Functionality.) Describe Vendor's comprehensive proposal for providing implementation services for PAM licensed Software products.

3.4.2.5.1 Installation and Configuration

Vendor to describe in detail in their offer

- a) How they will engage with NCDIT infrastructure team to gain understanding of current NCDIT environment.
- b) How they propose to install and configure the licensed products in production and development instances based on understanding the NCDIT environment. This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: Services – Implementation, Item# 1.

3.4.2.5.2 Project Management

- a) Vendor to describe in detail in their offer how they propose to plan, manage, govern, and implement the project, including configuration and testing in development instance and migrate to production instance; as well as describe Vendor's team structure, project team roles, communication with NCDIT, and project status reporting. This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: Services – Implementation, Item# 1.

3.4.2.5.3 Phase 1 Delivery

Vendor to describe in detail in their offer how they plan to accomplish the following activities in Phase 1 delivery of Basic PAM Functionality in development instance and migrate to production instance. This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: Services – Implementation, Item# 1.

- a) Engage with Key stakeholders that manage IT infrastructure components, to understand and analyze current practices of using admin accounts/Privileged access.
- b) Understand risk associated with current practices.
- c) Recommend which 4 admin accounts should be selected for Phase 1 along with rationale behind recommendation.
- d) Implement Basic PAM Functionality for up to 4 admin accounts.
- e) Vendor to describe, or diagram, Vendor's proposed timeline and available staffing resources for this Phase.
- f) The Vendor to describe, or diagram, a milestone-based payment schedule. All payments must be based upon acceptance of one or more Deliverables.

3.4.2.5.4 Phase 2 Delivery

Vendor to describe in detail in their offer how they plan to accomplish the following activities for Phase 2 delivery in development instance and migrate to production instance. This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: Services – Implementation, Item# 1.

- a) Recommend an approach to conduct Unit Testing of Basic PAM Functionality delivered in Phase 1.
- b) Based on findings in Unit Testing fine tune the privileged access request and approval process and conduct User Acceptance Testing.

3.4.2.5.5 Phase 3 Delivery

Vendor to describe in detail in their offer how they plan to accomplish the following activities for Phase 3 delivery of Basic PAM Functionality in development instance and migrate to production instance. This corresponds to Section 4.0 Furnish and Deliver, YEAR 1: Services – Implementation, Item# 1.

- a) Recommend an approach to implement Basic PAM Functionality for the remaining 21 admin accounts, with priority, trade-offs for the remaining 21 admin accounts.
- b) Implement functionality of Privileged Remote Access, Endpoint Management, and Identity Insight.
- c) Vendor to describe, or diagram, Vendor's proposed timeline and available staffing resources for this Phase.
- d) The Vendor to describe, or diagram, a milestone-based payment schedule. All payments must be based upon acceptance of one or more Deliverables.

3.5. SECURITY SPECIFICATIONS

3.5.1. Solutions Hosted on State Infrastructure

Vendors shall provide a completed Vendor Readiness Assessment Report State Hosted Solutions (“VRAR”) at offer submission. This report is located at the following website:

<https://it.nc.gov/documents/vendor-readiness-assessment-report>

The Privileged Access Management will be required to receive and securely manage data that is classified as [High Risk, Statewide Critical \(Highly Restricted, PII\)](#). Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding this data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>

To comply with the State’s Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls.

3.6. ENTERPRISE ARCHITECTURE SPECIFICATIONS

ENTERPRISE, SERVICES, AND STANDARDS

Agencies and vendors should refer to the Vendor Resources Page for information on North Carolina Department of Information Technology regarding architecture, security, strategy, data, digital, identity and access management and other general information on doing business with state IT process.

The Vendor Resources Page found at the following link: <https://it.nc.gov/vendor-engagement-resources>. This site provides vendors with statewide information and links referenced throughout the RFP Lite document. Agencies may request additional information.

3.6.1 ARCHITECTURE DIAGRAMS - RESERVED

3.6.2 SOLUTION ROADMAP

A Solution Roadmap defines the vision and strategic elements of the solution. The Solution Roadmap is a plan of action for how a Solution will evolve over time. The minimum content should include:

- Vision for the solution
- High-level functionality expected for each solution release into production environment

- High-level timeline
- Description of how customer feedback is collected and incorporated into solution enhancements

3.6.2.1 Describe the solution roadmap for your product. Include content on release strategies for functionality, roadmap for technical architecture, how scalability of solution is planned.

3.6.3 IDENTITY AND ACCESS MANAGEMENT

The proposed solution must externalize identity and access management. The protocols describing the State's Identity and Access Management can be found at the following link: <https://it.nc.gov/services/vendor-engagement-resources#Tab-IdentityAccessManagement-1241>

3.6.3.1 Describe how your solution supports the above protocols, as well as making them available for application integration/consumption.

3.6.4 INTEGRATION APPROACH

3.6.4.1 Describe proposed solution capabilities to interoperate with other solutions. Identify the standards supported, integrations platforms, adaptors, APIs, and the like.

3.6.7 ACCESSIBILITY

3.6.7.1 Describe in your offer how the proposed solution complies with industry accessibility standards.

Provide in your offer product documentation that demonstrates how the proposed solution is digitally accessible or if not fully accessible and provide the roadmap with timeline for remediation.

Standards include:

- W3C Web Accessibility Initiative - Web Content Accessibility Guidelines (WCAG) 2.1: <https://www.w3.org/TR/WCAG21/>
- Section 508: <https://www.section508.gov/>
- Voluntary Product Accessibility Template (VPAT®): <https://www.itic.org/policy/accessibility/vpat>

3.7. DELIVERY

For completion by Vendor: Software will be made available within ____ consecutive days after receipt of Purchase order.

Delivery, installation of software or provision of professional services shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. Vendor shall be responsible for leaving the installation area clean and ready to use.

If circumstances beyond the control of the contractor result in a late delivery [or installation], it is the responsibility and obligation of the contractor to notify the Purchasing Agent listed on the purchase order, in writing, immediately upon determining delay of shipment. The written notification should indicate the anticipated delivery dated.

3.8. CONTRACT TERM

A contract awarded pursuant to this RFP Lite shall have an effective date as provided in the Notice of Award. The term shall be three (3) years, invoiced annually, and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend this contract for two (2) additional one (1) year periods at its sole discretion.

3.9. EFFECTIVE DATE

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.

4.0 FURNISH AND DELIVER (F & D MATRIX)**YEAR 1: On-Prem Software License Production Instance**

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	25	Each	PRAU-SUB	Privileged Remote Access (PRA) Per Named User Subscription		
2	1	Each	BT-APP-B-VM-SUB	BeyondTrust Appliance B Series VM Subscription		
3	25	Each	PSU-SUB	Password Safe (PS) Named User Subscription		
4	1	Each	BT-APP-U-VM-SUB-2022	BeyondTrust Appliance 2022 U Series VM Subscription		
5	13	Each	PM-WINDESK TOP-BI-SUB	Endpoint Privileged Management (EPM) for Windows Desktop Per Asset BI Subscription		
6	1	Each	BT-APP-U-VM-SUB-2022	BeyondTrust Appliance 2022 U Series VM Subscription		
7	25	Each	ADBRIDG E-SUB	AD Bridge Enterprise - Per Asset Subscription, Annual		
8	800	Each	INSIGHTS	Identity Insight, Annual Subscription		

Total Offer Cost _____

YEAR 1: On-Prem Software License Development Instance

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	5	Each	PRAU-SUB	Privileged Remote Access (PRA) Per Named User Subscription		
2	1	Each	BT-APP-B-VM-SUB	BeyondTrust Appliance B Series VM Subscription		
3	5	Each	PSU-SUB	Password Safe (PS) Named User Subscription		
4	1	Each	BT-APP-U-VM-SUB-2022	BeyondTrust Appliance 2022 U Series VM Subscription		
5	5	Each	PM-WINDESK TOP-BI-SUB	Endpoint Privileged Management (EPM) for Windows Desktop Per Asset BI Subscription		
6	1	Each	BT-APP-U-VM-SUB-2022	BeyondTrust Appliance 2022 U Series VM Subscription		
7	5	Each	ADBRIDG E-SUB	AD Bridge Enterprise - Per Asset Subscription, Annual		

YEAR 1: Training

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	5	Each	BTU-PRA-ADMIN-SUB	Privileged Remote Access (PRA) Admin Training Subscription		
2	5	Each	BTU-PS-ADMIN-SUB	Password Safe (PS) Admin Training Subscription		
3	5	Each	BTU-PM-WINDOWS-ADMIN-SUB	Endpoint Privileged Management (EPM) Admin Training Subscription		
4	1	Each	Part# BTU-ADBRIDGE-ADMINCOURSE	AD Bridge Admin Training Subscription, Private Virtual Format		

Total Training Offer Cost _____

YEAR 1: Architecture

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	Each	An architecture diagram for a typical Active-Active implementation for on-premises PAM across two Data Centers.	NA	NA

Total Offer Cost ____ NA _____

YEAR 1: Services – Implementation

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	Each	Delivery of Basic PAM Functionality for 25 admin accounts as described in Section 3.4.2.5, Implementation Services, Sub-Sections 3.4.2.5.1 Installation and Configuration, 3.4.2.5.2 Project Management, 3.4.2.5.3 Phase 1 Delivery, 3.4.2.5.4 Phase 2 Delivery, and 3.4.2.5.5 Phase 3 Delivery		

Total Offer Cost _____

Grant Total Offer Costs Year 1: _____

YEAR 2: On-Prem Software Maintenance & Support

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	25	Each	PRAU-SUB	Maintenance and Support for Part# PRAU-SUB		
2	1	Each	BT-APP-B-VM-SUB	Maintenance and Support for Part# BT-APP-B-VM-SUB		
3	25	Each	PSU-SUB	Maintenance and Support for Part# PSU-SUB		
4	1	Each	BT-APP-U-VM-SUB-2022	Maintenance and Support for Part# BT-APP-U-VM-SUB-2022		
5	13	each	PM-WINDESKTOP-BI-SUB	Maintenance and Support for Part# PM-WINDESKTOP-BI-SUB		
6	1	each	BT-APP-U-VM-SUB-2022	Maintenance and Support for Part# BT-APP-U-VM-SUB-2022		
7	800	each	INSIGHTS	Maintenance and Support for Part# INSIGHTS		
8	25	each	ADBRIDGE-SUB	Maintenance and Support for Part# ADBRIDGE-SUB		

Total Offer Cost _____**OPTIONAL COSTS: MAY OR MAY NOT BE PURCHASED****YEAR 2: Optional Training**

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	5	Each	BTU-PRA-ADMIN-SUB	Privileged Remote Access (PRA) Admin Training Subscription		
2	5	Each	BTU-PS-ADMIN-SUB	Password Safe (PS) Admin Training Subscription		
3	5	Each	BTU-PM-WINDOWS-ADMIN-SUB	Endpoint Privileged Management (EPM) Admin Training Subscription		
4	1	Each	Part# BTU-ADBRIDGE-ADMINCOURSE	AD Bridge Admin Training Subscription Private Virtual Format		

Total Offer Cost _____

Grant Total Offer Cost Years 2: _____

YEAR 3: On-Prem Software Maintenance & Support

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	25	Each	PRAU-SUB	Maintenance and Support for Part# PRAU-SUB		
2	1	Each	BT-APP-B-VM-SUB	Maintenance and Support for Part# BT-APP-B-VM-SUB		
3	25	Each	PSU-SUB	Maintenance and Support for Part# PSU-SUB		
4	1	Each	BT-APP-U-VM-SUB-2022	Maintenance and Support for Part# BT-APP-U-VM-SUB-2022		
5	13	each	PM-WINDESKTOP-BI-SUB	Maintenance and Support for Part# PM-WINDESKTOP-BI-SUB		
6	1	each	BT-APP-U-VM-SUB-2022	Maintenance and Support for Part# BT-APP-U-VM-SUB-2022		
7	800	each	INSIGHTS	Maintenance and Support for Part# INSIGHTS		
8	25	each	ADBRIDGE-SUB	Maintenance and Support for Part# ADBRIDGE-SUB		

Total Offer Cost _____

OPTIONAL COSTS: MAY OR MAY NOT BE PURCHASED
YEAR 3: Optional Training

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	5	Each	BTU-PRA-ADMIN-SUB	Privileged Remote Access (PRA) Admin Training Subscription		
2	5	Each	BTU-PS-ADMIN-SUB	Password Safe (PS) Admin Training Subscription		
3	5	Each	BTU-PM-WINDOWS-ADMIN-SUB	Endpoint Privileged Management (EPM) Admin Training Subscription		

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
4	1	Each	Part# BTU-ADBRIDGE-ADMINCOURSE	AD Bridge Admin Training Subscription Private Virtual Format		

Total Offer Cost _____

Grant Total Offer Cost Years 3: _____

YEAR 4: On-Prem Software Maintenance & Support

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	25	Each	PRAU-SUB	Maintenance and Support for Part# PRAU-SUB		
2	1	Each	BT-APP-B-VM-SUB	Maintenance and Support for Part# BT-APP-B-VM-SUB		
3	25	Each	PSU-SUB	Maintenance and Support for Part# PSU-SUB		
4	1	Each	BT-APP-U-VM-SUB-2022	Maintenance and Support for Part# BT-APP-U-VM-SUB-2022		
5	13	each	PM-WINDESKTOP-BI-SUB	Maintenance and Support for Part# PM-WINDESKTOP-BI-SUB		
6	1	each	BT-APP-U-VM-SUB-2022	Maintenance and Support for Part# BT-APP-U-VM-SUB-2022		
7	800	each	INSIGHTS	Maintenance and Support for Part# INSIGHTS		
8	25	each	ADBRIDGE-SUB	Maintenance and Support for Part# ADBRIDGE-SUB		

Total Offer Cost _____

OPTIONAL COSTS: MAY OR MAY NOT BE PURCHASED**YEAR 4: Optional Training**

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	5	Each	BTU-PRA-ADMIN-SUB	Privileged Remote Access (PRA) Admin Training Subscription		
2	5	Each	BTU-PS-ADMIN-SUB	Password Safe (PS) Admin Training Subscription		
3	5	Each	BTU-PM-WINDOWS-ADMIN-SUB	Endpoint Privileged Management (EPM) Admin Training Subscription		
4	1	Each	Part# BTU-ADBRIDGE-ADMINCOURSE	AD Bridge Admin Training Subscription Private Virtual Format		

Total Offer Cost _____

Grant Total Offer Cost Years 4: _____

YEAR 5: On-Prem Software Maintenance & Support

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	25	Each	PRAU-SUB	Maintenance and Support for Part# PRAU-SUB		
2	1	Each	BT-APP-B-VM-SUB	Maintenance and Support for Part# BT-APP-B-VM-SUB		
3	25	Each	PSU-SUB	Maintenance and Support for Part# PSU-SUB		
4	1	Each	BT-APP-U-VM-SUB-2022	Maintenance and Support for Part# BT-APP-U-VM-SUB-2022		
5	13	each	PM-WINDESKTOP-BI-SUB	Maintenance and Support for Part# PM-WINDESKTOP-BI-SUB		
6	1	each	BT-APP-U-VM-SUB-2022	Maintenance and Support for Part# BT-APP-U-VM-SUB-2022		
7	800	each	INSIGHTS	Maintenance and Support for Part# INSIGHTS		
8	25	each	ADBRIDGE-SUB	Maintenance and Support for Part# ADBRIDGE-SUB		

Total Offer Cost _____

OPTIONAL COSTS: MAY OR MAY NOT BE PURCHASED
YEAR 5: Optional Training

ITEM #	QTY	UNIT	PART#	DESCRIPTION	UNIT COST	EXTENDED COST
1	5	Each	BTU-PRA-ADMIN-SUB	Privileged Remote Access (PRA) Admin Training Subscription		
2	5	Each	BTU-PS-ADMIN-SUB	Password Safe (PS) Admin Training Subscription		
3	5	Each	BTU-PM-WINDOWS-ADMIN-SUB	Endpoint Privileged Management (EPM) Admin Training Subscription		
4	1	Each	Part# BTU-ADBRIDGE-ADMINCOURSE	AD Bridge Admin Training Subscription Private Virtual Format		

Total Offer Cost _____

Grant Total Offer Cost Years 5: _____

5.0 **HISTORICALLY UNDERUTILIZED BUSINESSES**

“Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.” <http://ncadmin.nc.gov/businesses/hub>

Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP Lite.

Is Vendor a Historically Underutilized Business?

☐ YES ☐ NO

If “YES”, specify classification. _____

6.0 **DEPARTMENT OF INFORMATION TECHNOLOGY INSTRUCTIONS TO VENDORS**

1) **READ, REVIEW AND COMPLY:** It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

2) **DEFINITIONS:**

- **Deliverables:** Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.

- **NCDIT:** The North Carolina Department of Information Technology, formerly Office of Information Technology Services
 - **NCDIT CONVENIENCE CONTRACT:** A contract that is used for the procurement of IT goods or Services. These contracts are in place for the convenience of the state and use of them is optional.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
 - **TERM CONTRACT:** A contract in which a source of supply is established for a specified period of time for specified Services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price
 - **THE STATE:** Is the state of North Carolina and its agencies.
 - **VENDOR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
- 3) **PROMPT PAYMENT DISCOUNTS:** Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
 - 4) **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from NCDIT. The Vendor is cautioned that the requirements of this RFP LITE can be altered only by written addendum and that verbal communications from whatever source are of no effect.
 - 5) **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all offers, to waive any informality in offers and, unless otherwise specified by the Vendor, to accept any item in the offer. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
 - 6) **AWARD OF CONTRACT:** Responsive offers will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by N.C.G.S. §143-135.9. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item offer. In addition, on agency specific or term contracts, NCDIT reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by NCDIT to be pertinent or peculiar to the purchase in question.
 - 7) **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
 - 8) **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation that is over \$25,000 they must submit a written request to the issuing agency at the address given in this document. This request must be received in this office within fifteen (15) calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. RFP Lite status and Award notices are posted on the Internet at <https://www.ips.state.nc.us>. **All protests will be governed by NCAC Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**
 - 9) **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System at the following web site: <https://www.ips.state.nc.us/ips>
 - 10) **DIGITAL IMAGING:** The State will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record, and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

7.0 DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

1) DEFINITIONS: Supplementing the Definitions appearing in the body of this solicitation, above:

- a) "Agency" means the Agency purchasing the goods or Services.
- b) "Custom or Modified Software" means Software that may be modified by the State, or by Vendor at the State's request or direction to perform in accordance with specifications.
- c) "Deliverable"/"Product Warranties" shall mean and include the warranties provided for products or deliverables licensed to the State, and as included in Paragraph 3 c), of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.
- d) "Products" includes Software, Hardware, equipment, options, documentation, accessories, supplies, spare parts.
- e) "Services" means the tasks and duties associated with the provision of support and maintenance for the Software hereunder.
- f) "Software" means in the context of this IFB the previously licensed software application(s) for which support and maintenance Services are sought, including any modifications, patches, additions or other programming done to such software applications by the Vendor as part of the Support Services.
- g) "State" shall mean the State of North Carolina, the Office of Information Technology Services as an Agency, or in its capacity as the Award Authority.
- h) "Support" includes Software maintenance and repair (outside any required by any applicable warranty), Software updates maintenance and support Services, consulting, training and other support Services provided by or through Vendor under this solicitation.

2) INTELLECTUAL PROPERTY INDEMNITY

- a) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services, Software, or material supplied by the Vendor, their use or operation infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in settlement against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- b) Should any Services or other Deliverables, including any modifications to the Software, supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the Services or Deliverables, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such Services or Deliverables by the State shall be prevented by injunction, the Vendor agrees to take back any goods/hardware or Software and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the state in procuring substitute Services or Deliverables. If, in the sole opinion of the State, the return of such infringing Services or Deliverables makes the retention of other Services or Deliverables acquired from the Vendor under the agreement impractical, the State shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back Services or Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage..
- c) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's alteration of any Vendor-

branded Software, or from the continued use of the good(s) or Services after receiving notice they infringe on an intellectual property right of a third party.

3) EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY

- a) For purposes of the exclusive remedies and limitations of liability set forth herein, Vendor shall be deemed to include the Vendor and its employees, agents, representatives, subcontractors, and suppliers and damages shall be deemed to refer collectively to all injuries, damages, losses, liabilities, expenses or costs incurred.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranty compliance, or to claims for injury to persons or damage to tangible personal property caused by Vendor's gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 *et seq.*, the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.
- d) For delays in the delivery or successful Product or Software installation, whichever is applicable, Vendor shall have no liability unless the delivery or successful installation date is delayed by more than thirty (30) days by causes not attributable either to the State or to Force Majeure conditions, in which case the State shall have the right, as its remedies:
 - i) To recover direct costs including replacement Products, if any, attributable to Vendor's delay, and
 - ii) To cancel the order without incurring cancellation charges.
 - iii) Vendor shall have no liability unless the default in delivery of Services is occasioned by causes not attributable either to the State or to Force Majeure conditions

4) SUPPORT AND MAINTENANCE

- a) Except as specifically provided herein or in an approved attachment hereto, and unless otherwise consistently provided by Vendor's standard agreement for support, and except for the provisions in the Vendor License Agreements paragraph above, an order for support will constitute the State's acceptance of the terms of the standard agreement for Support in effect on the date of the order, subject to the order of precedence set forth in this Solicitation.
- b) To be eligible for support, Software must be in good operating condition and at then current specified revision levels, having all current enhancements, modifications, updates, or upgrades supplied by Vendor. Vendor may charge its standard rates in effect on the date support service is provided in addition to any other charges if the Software does not conform to the specified revision levels.
- c) Except as otherwise agreed in writing, and subject to the other terms and conditions of this solicitation, the Services shall include, at a minimum, during the term(s) of this Agreement, the following Maintenance/Support Services for at least the current version and one previous version of any Software identified in this solicitation:
 - (1) Basic Services. The Vendor will provide at least normal and usual software support and maintenance Services generally provided to customers in a similar program, position or setting consistent with and subject to the payment of the support and maintenance fees agreed upon in this Contract.
 - (2) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Software. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance Services under this Paragraph.

- (3) Notification of Errors. Vendor shall notify the State of any material errors or defects in the Software known, or made known to Vendor from any source during the term of this Agreement that could cause the production of inaccurate or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially reasonable or proper to effect corrections of any such errors or defects.
 - (4) Implementation of Updates. Vendor shall provide to the State, at no additional charge, implementation or application of all new releases and bug fixes (collectively referred to as "Changes") for any Software developed or published by the Licensor and made generally available to its other customers.
 - (5) Telephone Assistance. Vendor shall provide the State with telephone and Internet access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Software maintenance service within four hours, for calls made at any time.
 - (6) Custom Software. In the event Vendor provides for Custom programming herein at the request of the State, such programming will not become a part of the Licensor's licensed code unless the Licensor's License with the State so provides. Such custom programming will become the property of the State, with a perpetual and unlimited license of the custom programming back to the Vendor for its use.
 - (7) Security. The provision of onsite support or maintenance is subject to the standard security procedures of the facility or agency within which the onsite Services are to be provided.
 - (8) Online Services. If the Services involve one or more online elements (Online Services), the Vendor agrees:
 - (i) To maintain the confidentiality of any State Data which is or may be stored in the Vendor's online storage devices.
 - (ii) To prevent any malware or other harmful code from being transmitted to the State.
 - (iii) To provide the Online Services in a consistently available and commercially reasonable manner.
 - (9) Staff. Vendor shall maintain a trained support staff which shall professionally render the Services provided for in this contract.
 - (10) Training. If this solicitation so provides, the agency(ies) covered by this solicitation may enroll its users in any relevant training classes which may be offered by the Vendor at the fees which are mutually agreed upon by the State and Vendor.
- 5) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- a) Intellectual Property. Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
 - b) Inherent Services. If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in

the Contract. Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables

- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction
- d) Warranty as to Equipment; Hardware. Vendor warrants that the equipment and hardware that it provides pursuant to this Contract, if any, shall be free from defects in materials, in good working order and be maintained in good working order.

6) SOFTWARE RETIREMENT

- a) Unless otherwise provided in the Software License or in Vendor's standard agreement as agreed by the State, Vendor retains the right to retire support for a version of the Software and stop providing, for such version, Maintenance, Updates or Services, upon providing one-hundred and eighty (180) days written notice to the State of its intent to do so. The decision to stop maintaining a version of the Software is the sole business discretion of Vendor and shall not be deemed a breach of contract. If Vendor retires the version of the Software provided to the State and if the State has paid all applicable annual Maintenance Fees subsequent to executing this Agreement, the State shall be entitled to receive, at no additional charge, a newer version of the Software that supports substantially the same functionality as the licensed version of the Software. Newer versions of the Software containing substantially increased functionality will be made available to the State for an additional fee.
- b) Vendor may, at no additional charge, modify Software to improve operation and reliability or to meet legal requirements.
- c) Relocation of Software is the State's responsibility and may result in additional support charges and modified service response times as agreed. Software moved to another State facility or Agency may continue to be serviced subject to availability of a Vendor authorized support provider.
- d) Vendor is not required to provide support for non-qualified Software, or Software not identified in this Agreement. "Non-Qualified Products" are Software not supplied or approved by Vendor, and Software for which the State does not allow Vendor to incorporate modifications. The State is responsible, upon request of the Vendor, for removing non-qualified Software to allow Vendor to perform Software Support Services.
- e) Support does not cover any damage or failure caused by:
 - i) Media and supplies or use of items not designed or designated for use with Products; or
 - ii) Site conditions that do not conform to Vendor's previously established site specifications; or
 - iii) Neglect, improper use, fire or water damage, electrical disturbance, transportation by the State, work or modification by persons other than Vendor personnel, or other authorized parties.

7) CONFIDENTIALITY OF DATA: The State is responsible, as to data under the State's control, for the security of its proprietary or confidential information, for its data, and for maintaining a procedure and process to reconstruct lost or altered files, data or programs.

8) TRANSPORTATION: Transportation charges for any software or other Deliverable shall be FOB Destination unless delivered by internet or file-transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.

9) TRAVEL EXPENSES: **All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed.** In the event that the Vendor may be eligible to be reimbursed for travel expenses upon specific written request by the State arising under the performance of this Contract, reimbursement will be at the out-of-state rates set forth in GS §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the

State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under this Agreement.

10) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Agreements. Violations of this provision may result in debarment of the vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1206, or other provision of law.

11) AVAILABILITY OF FUNDS: Any and all payments by the State are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Agreement. If this Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved such continuation of the Agreement *is expressly contingent upon* the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Agreement. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to take back any affected Products and software not yet delivered under this Agreement, terminate any Services supplied to the Agency under this Agreement, and relieve the Agency of any further obligation thereof. The State shall remit payment for Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

12) PAYMENT TERMS: Monthly Payment terms are Net 30 days after receipt of correct invoice (with completed timesheets for Vendor personnel) and acceptance of one or more of the Deliverables, under milestones or otherwise as may be provided in Paragraph 13) Acceptance Process (Acceptance), or elsewhere in this solicitation, unless a period of more than thirty (30) days is required by the Agency. Payments are subject to any retainage requirements in the Agreement. The Purchasing State Agency is responsible for all payments under the Agreement. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules.

a) Upon Vendor's written request of not less than thirty (30) days and approval by the State or Agency, the Agency may:

- i) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
- ii) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
- iii) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.

b) For any third-party software licensed by Vendor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Vendor must be provided to the State before any related license fees or costs may be billed to the State.

c) An undisputed invoice is an invoice for which the State and/or the Purchasing State Agency has not disputed in writing within thirty (30) days from the invoice date, unless the agency requests more time for review of the invoice. Upon Vendor's receipt of a disputed invoice notice, Vendor will work to correct the applicable invoice error, provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on the invoice or for any disputed items that are ultimately corrected. The Purchasing State Agency is not required to pay the Vendor for any Software or Services provided without a written purchase order from the appropriate Purchasing State Agency. In addition, all such Services provided must meet all terms, conditions, and specifications of this Agreement and purchase order and be accepted as satisfactory by the Purchasing State Agency before payment will be issued.

d) The Purchasing State Agency shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as Vendor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Purchasing State Agency, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.

e) The total License Fee and the Support Service or Maintenance Fee (if applicable and provided the State subscribes or purchases such Services) for the first year shall be invoiced upon delivery of the Software. The Support Service or Maintenance Fee for subsequent contract years, if any, will be invoiced annually sixty (60) days prior to the anniversary date beginning each subsequent year. Increases in pricing for Support Services or Maintenance shall not exceed five percent (5%) per year following the first Contract year. Payment terms for Support Services are due and payable the month following the month for which charges accrue, or in accordance with the contract payment schedule.

13) UNANTICIPATED TASKS: In the event that additional work must be performed that was wholly unanticipated, and that is not specified in the Agreement, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, the Vendor shall prepare a work authorization in accordance with the State's practices and procedures.

- a) It is understood and agreed by both parties that all of the terms and conditions of the Agreement shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from the Agreement, nor in any manner amend or supersede any of the other terms or provisions of the Agreement or any amendment hereto.
- b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by the Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by the Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to the Vendor's personnel, an estimated time schedule for the provision of the Services by the Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.
- c) All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations must be written and signed by the Vendor and the State prior to beginning work.
- d) The State has the right to require the Vendor to stop or suspend performance under the "Stop Work" provision of the North Carolina Department of Information Technology Terms and Conditions.
- e) The Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under the Agreement cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:
 - a. Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
 - b. Terminate the work authorization, or
 - c. Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.

- d. The State will notify the Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or Services.

14) STOP WORK ORDER. The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under the Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.

- a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:
 - i) Cancel the Stop Work Order, or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the Agreement.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of the Agreement, and
 - ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under the Agreement.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.

15) ACCEPTANCE CRITERIA FOR SOFTWARE and SERVICES:

(a) Acceptance testing is required for all Vendor supplied Software and Vendor Services related to Software, as well as Vendor supplied upgrades, enhancements, patches or modifications to the Software unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications, Product Warranties, and Vendor's technical representations.

(b) The State shall have the obligation to notify Vendor, in writing and within ten (10) days following installation of any Software Deliverable or Software modifications or the provision of any Service, if such Software, Software modifications or Services are unacceptable.

(c) The notice of non-acceptance shall specify in reasonable detail the reason(s) a Service or given Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Software Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures.

(d) Should a Service or Deliverable fail to meet any specifications or acceptance criteria, the State may exercise any and all rights hereunder. Services or Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Services or Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Services or Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of the State Agency within seven (7) calendar days of notification, unless otherwise agreed by the State Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.

16) CONFIDENTIALITY: In accordance with 9 NCAC 6B.0103 and 6B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 *et seq.* Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. **Under no circumstances shall price information be designated as confidential.** Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any page, the Vendor warrants that it has formed good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. In any event, the State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9.

- a) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the Agency or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State Agency. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
- b) All project materials, including software, data, and documentation created during the performance or provision of Services hereunder is the property of the State of North Carolina and must be kept confidential or returned to the State, or destroyed. Proprietary vendor materials shall be identified to the State by vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.

17) ACCESS TO PERSONS AND RECORDS: Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Agreement. Additional audit or reporting requirements may be

required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

- 18) ASSIGNMENT:** Vendor may not assign this Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Agreement accepting the terms and conditions and duties as previously agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.
- 19) INSURANCE COVERAGE:** During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
- a) Worker's Compensation - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract; and
 - b) Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
 - c) Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
 - d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.
- 20) NOTICES:** Any notices required under this Agreement should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier, facsimile or by hand.
- 21) TITLES AND HEADINGS:** Titles and Headings in this Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
- 22) AMENDMENT:** This Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor.
- 23) TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.
- 24) GOVERNING LAWS, JURISDICTION, AND VENUE:** This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

25) DEFAULT: In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or **are otherwise invalid. Any deadline that is affected by any such failure in assumptions or** performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

26) WAIVER OF DEFAULT: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this **Contract pursuant to Paragraph 20) (Amendment) herein.**

27) FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

28) COMPLIANCE WITH LAWS: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

29) EQUAL EMPLOYMENT OPPORTUNITY: Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

30) TERMINATION: Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated. Should this contract be terminated for cause or for convenience, the fees paid for the current term of support or maintenance for the remaining portion of the term shall be rebated pro rata.

- a) The parties may mutually terminate this Contract by written agreement at any time.
- b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 23) (Default), or pursuant to the Terms and Conditions in the Solicitation Documents, or pursuant to any of the following
 - i. Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance fails to conform to any material specification or requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraph 3) (Indemnity). The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State

may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

- ii. Termination For Convenience Without Cause: The State may terminate service contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and Services delivered in conformance with the Contract up to the date of termination.

31) DISPUTE RESOLUTION: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

32) SEVERABILITY: In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

33) ADVERTISING/PRESS RELEASE: The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.

34) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

35) ELECTRONIC PROCUREMENT: Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

- a) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of contract, and the payment for goods delivered.
- b) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

36) SUBCONTRACTING: The Vendor may subcontract the performance of required Services with Resources under the Agreement only with the prior written consent of the State contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor

and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor and the Agreement. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

ATTACHMENT A: VENDOR EXPERIENCE AND RESOURCE RESUMES

The Vendor shall provide with their offer information about two (2) implementations of customers utilizing any Privileged Access Management solution fully implemented in a setting similar to this solicitation's scope of work. References within like North Carolina communities / industries are encouraged.

The Vendor should have implemented the respective proposed service within the last **three (3)** years. Customer references whose business processes and data needs are similar to those performed by the Agency needing this solution in terms of functionality, complexity, and transaction volume are encouraged.

For each reference, the Vendor shall provide the following information:

- Customer name.
- Time period over which each offered solution implementation was completed.
- A summary of the offered solution implementation.
- List of offered solution products installed and operational.
- Number of administrative accounts managed under PAM.

(This space left blank intentionally)

ATTACHMENT B: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name	
Offeror's address	
Offeror's telephone number	
Ownership	<input type="checkbox"/> Public <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary <input type="checkbox"/> Other (specify)
Date established	
If incorporated, State of incorporation.	
North Carolina Secretary of State Registration Number, if currently registered	
Number of full-time employees on January 1 st for the last three years or for the duration that the Vendor has been in business, whichever is less.	
Offeror's Contact for Clarification of offer: Contact's name Title Email address and Telephone Number	
Offeror's Contact for Negotiation of offer: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name Title Email address and Telephone Number	

ATTACHMENT C: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).

The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor.

The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

2) CONFLICT OF INTEREST

Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

3) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

As a condition of contract award, awarded Vendor shall have registered its business with the North Carolina Secretary of State and shall maintain such registration throughout the term of the Contract.

Signature: _____

Date:

Printed Name: _____

Title:

ATTACHMENT D: FINANCIAL REVIEW FORM

Vendor **shall** review the Financial Review Form, provide responses in the gray-shaded boxes, and submit the completed Form as an Excel file with its offer. Vendor shall not add or delete rows or columns in the Form, or change the order of the rows or column in the file.

1. Vendor Name:
2. Company structure for tax purposes (C Corp, S Corp, LLC, LLP, etc.):
3. Have you been in business for more than three years? ☐ Yes ☐ No
4. Have you filed for bankruptcy in the past three years? ☐ Yes ☐ No
5. In the past three years, has your auditor issued any notification letters addressing significant issues? If yes, please explain and provide a copy of the notification letters. ☐ Yes ☐ No
6. Are the financial figures below based on audited financial statements? ☐ Yes ☐ No
7. Start Date of financial statements:
End Date of financial statements:
8. Provide a link to annual reports with financial statements and management discussion for the past three complete fiscal years:
9. Provide the above mentioned information for the past three complete fiscal years:

ATTACHMENT E: BEYONDTRUST PRODUCT CATALOG**Description of BeyondTrust SKUs for NC Department of IT****Software**

Beyond Trust Part Number	Part Description
<u>PRAU-SUB</u>	Privileged Remote Access Per Named User Subscription
<u>PSU-SUB</u>	Password Safe Named User Subscription
<u>PM-WinDesktop-BI-SUB</u>	Privilege Management for Windows Desktop - Per Asset BI Subscription
<u>INSIGHTS</u>	Identity Security Insights
<u>ADBridge-SUB</u>	AD Bridge Enterprise - Per Asset Subscription

Virtual Appliances

Beyond Trust Part Number	Part Description
<u>BT-APP-B-VM-SUB</u>	BeyondTrust Appliance B Series-VM-Subscription
<u>BT-APP-U-VM-SUB-2022</u>	BeyondTrust Appliance 2022 U Series-VM-Subscription

Training

Beyond Trust Part Number	Part Description
<u>BTU-PRA-ADMIN-SUB</u>	Privileged Remote Access Training for Administrators – Subscription
<u>BTU-PS-ADMIN-SUB</u>	Password Safe Training for Administrators – Subscription
<u>BTU-PM-WINDOWS-ADMIN-SUB</u>	Endpoint Privilege Management Win/Mac Training for Administrators – Subscription
<u>BTU-ADBRIDGE-ADMIN-COURSE</u>	AD Bridge Private Course

ATTACHMENT F: BEYONDTRUST TRAINING CATALOG

(INCLUDES THE FOLLOWING DOCUMENTS BELOW)

- **AD BRIDGE FOUNDATIONS**
- **ENDPOINT PRIVILEGE
MANAGEMENT FOR WINDOWS
& MAC – SUBSCRIPTION**
- **PRIVILEGED REMOTE ACCESS
ADMINISTRATION -
SUBSCRIPTION**
- **PASSWORD SAFE
ADMINISTRATION -
SUBSCRIPTION**



AD Bridge Foundations

Knowledge Enables Success

Gain the foundational knowledge needed to administer, configure, and utilize your BeyondTrust solution for optimum performance. BeyondTrust University training is designed to maximize the value of your BeyondTrust solutions by educating your users on best practices for configuring and using our products.

The AD Bridge Foundations course is designed for the IT security management professional tasked with administering, monitoring and reporting on AD Bridge. Participants learn how to install and configure all product components, including the Management Console, Reporting Database and operating system Agents. They will connect a Unix host to Active Directory, create and configure Group Policy Objects, configure Active Directory users for Unix/Linux logon via console, SSH & PuTTY.

Flexible Training Options

This course is available in the following formats:

- ✔ **Private Virtual** - 12 hours over 3 days
- ✔ **Private On-site** - 2 days

All courses come with manuals and access to BeyondTrust University's education portal. Private sessions have up to 10 seats available.

Key Learning Objectives

- ✔ **Architecture Overview** – Understand the architecture, traffic flow, and general functionality of AD Bridge.
- ✔ **Initial Configuration** – Learn about the logging and management tools of AD Bridge and how to configure them properly.
- ✔ **Extend Group Policy Objects (GPO)** – Understand how to create GPO(s) that manage users and their attributes automatically.
- ✔ **Manage Identity Agents** – Learn about agent services and how to manage and troubleshoot issues.

CPE Certification Credits

Participants who successfully complete the AD Bridge Foundations training are eligible to take the associated BeyondTrust Certification exam. Earn up to 12 hours of Continuing Professional Education (CPE) credits.

Course Syllabus

Unit 1: Laying the Foundation
Course Overview and Objectives
Lesson 1: Technical Overview
Lesson 2: Deployment Overview
Unit 2: Installation and Configuration
Lesson 1: Management Tools
Lesson 2: Provisioning Users
Lesson 3: Cells
Lesson 4: Agent Deployment
Unit 3: Group Policy & Managing Users
Lesson 1: GPO Configuration
Lesson 2: User Management
Unit 4: Managing Identity Agents
Lesson 1: Agent Architecture
Lesson 2: Troubleshooting Logins
Lesson 3: Agent Troubleshooting
Lesson 4: Troubleshooting SSO Logins

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May 13, 2024, 10:56:08 PM GMT



Endpoint Privilege Management for Windows & Mac – Subscription

Knowledge Enables Success

Gain the foundational knowledge needed to administer, configure, and utilize your BeyondTrust solution for optimum performance. Subscription training includes on-demand eLearning and instructor-led workshops that provide a strong foundation for understanding your implementation and learning best practices for configuring and administering Endpoint Privilege Management for Windows & Mac. Live workshops will put you in a focused training session with specialized instructors, allowing for real-time feedback and answers to your questions.

New content is regularly added as new software versions are released, so you can anticipate and get the greatest value from product changes and enhancements. The materials are updated continuously to ensure you make the most of the recommendations and insights into product features and best practice use cases.

About This Course

Endpoint Privilege Management for Windows & Mac are ideal for security professionals who need to learn about security risks, the role and benefits of Least Privilege, the user experience with Privilege Management, and the components of its framework.

Key Learning Objectives

- ✔ **Configuration and Control** – Learn how to configure policies and how to create application control through workstyles and application groups.
- ✔ **Achieve Least Privilege** – Remove excessive end-user privileges on Window, Mac, and network devices without hindering productivity.
- ✔ **Control Authorization Requests** – Maintain security, user productivity, and IT operational efficiency by enforcing least privilege across the Window & Mac environment.

- ✔ **Endpoint Privilege Management for Cloud (EPM-C)** - Learn the components and steps necessary to deploy and properly configure the endpoint Client to successfully communicate with EPM-C.

Endpoint Privilege Management for Windows & Mac Topics

What's New

Discover the newest features and updates to EPM Windows and Mac Subscription training.

Introduction & Core Knowledge

Gain the foundational knowledge necessary to get started with Endpoint Privilege Management for Windows & Mac. You will be introduced to EPM'S core concepts, installation, policy components, and policy designs.

Use Cases

Discover use cases on standard behaviors of authorize, passive and block. Practice how to apply the components in our lab environment and scenario simulations.

Advanced Topics & Additional Resources

Discover advanced features as well as topics like troubleshooting, Cloud overview, and reporting that might apply to special use cases in your organization. Also, expand your knowledge with the variety of live workshops led by our BTU Instructors.

Get Flexible Continuous Training

On-Demand eLearning

Build knowledge of best practices, product features, and implementation workflows all based around the schedule that matters most: *yours!* Constant access means that you can return to concepts over time to review or refresh whenever you want. Because the content is continuously updated, you can trust that you are up to date on new features and workflows that empower you to securely do your job.

Hands-On Lab Environment

Our virtual lab environments allow learners to configure and test a Privilege Management for Windows environment, gaining firsthand knowledge of how the software operates in a live setting. An accompanying lab guide gives step-by-step exercises on how to execute common and advanced configuration as well as reference the self-paced eLearning modules to understand overlaying best practices and use cases.

MacOS Scenarios for Practice

Our virtual simulations will give you hands-on practice with Endpoint Privilege Management for Mac. These are designed to enhance your understanding of the administrative aspects of EPM-M and will increase your confidence using the product.

Live Workshops

During our live workshop sessions, our world-class instructor team will demonstrate specific aspects of the product and allow learners to ask questions. These workshops provide the perfect opportunity to get answers to your questions about how particular pieces of the product work and are especially helpful for administrators managing more challenging environments and use cases. The sessions are offered at several times to accommodate different time zones around the globe.

Get Certified while earning CPE Credits

Attain your BeyondTrust University Administrative certification while earning CPE credits from our diverse range of live workshops and courses! Benefit from knowledge checks, lab environments, and self-paced refresher content along the way to ensure your success in obtaining your certification.

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July 11, 2024, 09:37:09 PM GMT



Privileged Remote Access Administration - Subscription

Knowledge Enables Success

Gain the foundational knowledge needed to administer, configure, and utilize your BeyondTrust solution for optimum performance. Subscription training includes on-demand eLearning and instructor-led workshops that provide a strong foundation for understanding your implementation and learning best practices for deploying and administering Privileged Remote Access. Live workshops will put you in a focused training session with specialized instructors, allowing for real-time feedback and answers to your questions.

New content is regularly added as new software versions are released, so you can anticipate and get the greatest value from product changes and enhancements. The materials are updated continuously to ensure you make the most of the recommendations and insights into product features and best practice use cases.

About This Course

The Privileged Remote Access Subscription course is ideal for security professionals who need to learn how to deploy, configure, and utilize Privileged Remote Access in their unique environment. During the course, you will learn best practices for deploying and administering Privileged Remote Access.

Key Learning Objectives

- ✓ **Configuring the Appliance** – Learn how to configure Privileged Remote Access in your network, including: software installation, defining email alerts, and saving site backups.
- ✓ **Provisioning Secure Endpoint Access** – Define best practice security options regarding endpoint access and site-wide settings.
- ✓ **Establishing Security Policies** – Focus on session policy creation, defining local users and support teams, defining group policies, and configuration of LDAP security providers.

- ✓ **Optimizing Session Reporting and Archival** – Learn how to access detailed session reports and how to use the session forensics feature, as well as session archival with the BeyondTrust Integration Client.
- ✓ **Manage Credentials** – Details how to configure and use vault to allow storage and injection of privileged credentials.

Privileged Remote Access Topics

What's New

Discover the newest features and updates to Privileged Remote Access and the newest additions to the Subscription training.

First Steps

Gain foundational knowledge necessary to get started with Privileged Remote Access. You will be introduced to the core concepts of the product and be taken through the steps necessary to set up and configure your appliance.

Core Knowledge

Learn about the powerful deployment possibilities available in your Privileged Remote Access environment, including different methods of accessing endpoints, tools available to Access Console users, and how to properly organize your users' access rights.

Additional Features

Learn to configure and use BeyondTrust Vault to allow storage and injection of privileged credentials as well as the many ways Privileged Remote Access can help you examine historical session information and identify trends using reports.

Get Flexible Continuous Training

On-Demand eLearning

Build knowledge of best practices, product features, and implementation workflows all based around the schedule that matters most: *yours*! Constant access means that you can return to concepts over time to review or refresh whenever you want. Because the content is continuously updated, you can trust that you are up to date on new features and workflows that empower you to securely do your job.

Hands-On Lab Environment

Our virtual lab environment allows you to interact with Privileged Remote Access and see how it operates in a live setting. The accompanying lab guide gives step-by-step exercises that teach how to execute common setup and configuration tasks. You will use web-based virtual machines and your login to access the environment following the detailed walkthroughs provided along with our training.

Live Workshops

During our live workshop sessions, our world-class instructor team will demonstrate specific aspects of a course and allow learners to ask questions along the way. These workshops provide the perfect opportunity to get

answers to your questions about how particular pieces of the product work and are especially helpful for administrators managing more challenging environments and use cases. The sessions are offered at several times to accommodate different time zones around the globe.

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July 11, 2024, 09:38:34 PM GMT



Password Safe Administration - Subscription

Knowledge Enables Success

Gain the foundational knowledge needed to administer, configure, and utilize your BeyondTrust solution for optimum performance. Subscription training includes on-demand eLearning and instructor-led workshops that provide a strong foundation for understanding your implementation and learning best practices for deploying and administering Password Safe. Live workshops will put you in a focused training session with specialized instructors, allowing for real-time feedback and answers to your questions.

New content is regularly added as new software versions are released, so you can anticipate and get the greatest value from product changes and enhancements. The materials are updated continuously to ensure you make the most of the recommendations and insights into product features and best practice use cases.

About This Course

The Password Safe Subscription course is ideal for security professionals who need to learn how to deploy, configure, and utilize Password Safe in their unique environment. During the course, you will learn best practices for deploying and administering Password Safe.

Key Learning Objectives

- ✔ **Initial Configuration** – Learn how to configure Password Safe for your environment.
- ✔ **Onboarding Systems** – Discover new assets in your network and enable their management through Password Safe.
- ✔ **Session Usage** – Learn to use the Password Safe console to request and approve sessions, enable session recording, and view sessions & reports.
- ✔ **Creating Workflow with Smart Rules** – Manage your workflow by adding directories, users, and machines through Smart Rules.

- ✓ **Additional Configuration** – Configure databases, Remote Apps, and SSH Keys.
- ✓ **Deployment** – Install and configure the U-Series appliance, software installation, and Password Safe Cloud components.

Password Safe Topics

What's New

Discover the newest features and updates to Password Safe and the newest additions to the Subscription training.

First Steps

Gain foundational knowledge necessary to get started with Password Safe. You will learn the problems password management addresses, key features of Password Safe, common use cases, and the basics of the BeyondInsight management console.

Core Knowledge

Learn how to configure and administer Password Safe by familiarizing with concepts such as Password Policies, Smart Rules, Directory Queries, etc...

Additional Features

Learn about BeyondInsight Analytics and Reporting; expand your knowledge with instructor-led workshops; and finally, enhance your understanding of Password Safe administrative features.

Get Flexible Continuous Training

On-Demand eLearning

Build knowledge of best practices, product features, and implementation workflows all based around the schedule that matters most: yours! Constant access means that you can return to concepts over time to review or refresh whenever you want. Because the content is continuously updated, you can trust that you are up to date on new features and workflows that empower you to securely do your job.

Hands-On Lab Environment

Our virtual lab environment allows you to interact with Password Safe and see how it operates in a live setting. The accompanying lab guide gives step-by-step exercises that teach how to execute common setup and configuration tasks. You will use web-based virtual machines and your login to access the environment following the detailed walkthroughs provided along with our training.

Live Workshops

During our live workshop sessions, our world-class instructor team will demonstrate specific aspects of a course and allow learners to ask questions along the way. These workshops provide the perfect opportunity to get answers to your questions about how particular pieces of the product work and are especially helpful for administrators managing more challenging environments and use cases. The sessions are offered at several times to accommodate different time zones around the globe.

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