

authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

20. Addenda Acknowledgment. Offerors shall acknowledge in writing the receipt of all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Proposal. It is the Offeror's sole responsibility to monitor the Purchasing web site prior to submitting their RFP for any addenda, amendments, and/or changes issued.
21. Signature. Attachment A, "SIGNATURE SHEET" shall be completed and submitted with Offeror's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.
22. Resolution of Disputes.
 - 22.1. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
 - 22.2. Protests shall be filed in writing to the Purchasing Office prior to the Board of Education award of the contract award. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
 - 22.3. Protests shall be addressed to Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
 - Name and address of the protester
 - Appropriate identification of the bid
 - Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - Suggested remedy(ies)

SECTION 2 TERMS AND CONDITIONS

1. Contractor's/Offeror's Responsibility. Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors.
 - 2.1. HCPSS shall enter into contractual agreement with the selected Contractor only. The use of subcontractors does not relieve the Contractor of liability. The Contractor shall be fully responsible for acts and omissions of its subcontractors and of persons directly or indirectly employed by them. HCPSS is not responsible for the fulfillment of the Contractor's obligations to subcontractors.
 - 2.2. Subcontractors, if any, shall be identified in the Technical Offer with a complete description of their role relative to the project. The Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS prior to contract execution.
3. Contract Assignment. Neither party may assign this Contract without the prior written consent of the other party.
4. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
5. Behavior of Contractor Employees/Subcontractors. HCPSS is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained, or leased by HCPSS, is improper and unwelcome. Contractor will also ensure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security, and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
6. Tobacco Free and Alcohol/Drug Free Environment. HCPSS maintains a tobacco, alcohol/drugfree environment. The sale or use of tobacco, alcohol, or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

7. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.
8. Child Sex Offender Notification.
 - 8.1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11- 704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
 - 8.2. As a contractor working for HCPSS we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11- 722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
 - 8.3. Each contractor shall screen their workforce to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "workforce" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
 - 8.4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
 - 8.5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.
9. Occupied Buildings – Sign-in Procedures. Work under this contract and any resulting contract or sub- contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on HCPSS's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing HCPSS contract.
10. Identification and Sign-in Procedures. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID and a company issued ID with company name/logo matching driver's license or photo ID in their possession at all times. Contractors may be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project or they may receive a HCPSS badge allowing them to access the job site without signing in and out.
11. Ethics Regulations.
 - 11.1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the

Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with HCPSS. For a copy of the regulations, contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

- 11.2. Any resulting Contract is cancelable in the event of a violation of HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.
12. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.
13. Multi-Agency Participation.
 - 13.1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the requirements incorporated in this contract will be supplied to requesting agencies.
 - 13.2. Each participating jurisdiction or agency shall enter into its own contract with the Awarded Contractor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the Awarded Contractor(s).

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

1. Agreement. Contractor shall provide to HCPSS professional services in accordance with the terms and conditions of this solicitation.
 - 1.1. The resulting Contract consists of multiple documents as follows in order of precedence:
 - 1.1.1. The Contract Form
 - 1.1.2. The Request for Proposal and all amendments to the solicitation
 - 1.1.3. Contractor's Technical Proposal and Price Proposal as accepted by HCPSS
 - 1.2. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. Contract Period. The initial Contract term shall be for one (1) year from the date of contract execution. HCPSS may solely authorize four (4) additional one-year terms pending successful performance and availability of funds.
3. HCPSS Project Manager. HCPSS will designate a staff member to act as coordinator ("Project Manager") between HCPSS and the Contractor. Throughout the period of the Contract, copies of all correspondence, work products, specifications, estimates, and other materials prepared by the Contractor should be directed to the Project Manager and/or to any other HCPSS personnel designated by the Project Manager. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Contract shall be made only with the prior knowledge and concurrence of the Project Manager or designee.
4. Work Hours. Work performed on HCPSS premises shall be performed during HCPSS normal working hours. See HCPSS School Calendar at <http://www.hcpss.org/calendar>. For scheduled holidays and school closings, see HCPSS System Calendar at <https://www.hcpss.org/schools/opening-and-closing-times>.
5. Professional Services. The Contractor shall utilize personnel named and/or otherwise identified in its submittal responding to HCPSS's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Manager; or (b) a change is requested in writing by the Project Manager for good cause, in which case the Contractor shall make an appropriate substitution, subject to HCPSS's approval, and notify HCPSS in writing. Major changes in the Contractor's organization or personnel, including primary sub-contractor personnel hired by the Contractor, shall be reported to HCPSS in writing as they occur.
6. Billing and Payment.
 - 6.1. The contractor shall submit invoices to the attention of the selected Project Manager or designee, Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042.
 - 6.2. Invoices shall contain the following information:
 - 6.2.1. Contract Number
 - 6.2.2. Purchase Order Number
 - 6.2.3. Customer Name and Address
 - 6.2.4. Description of service invoiced
 - 6.2.5. Total due
 - 6.2.6. Itemized Monthly or Annual Recurring Charges with Billing Period if applicable.
 - 6.3. All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges, and tax-related surcharges. HCPSS is generally exempt from such taxes, and Contractor agrees not to charge HCPSS for such taxes in accordance with applicable law. HCPSS will provide exemption certificates upon request.

6.4. HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.

7. Acceptance Procedure. HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and/or subcontractor staff in the performance of work under the Contract.
8. Confidential Information.
 - 8.1. Contractor acknowledges and understands that HCPSS is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws").
 - 8.2. The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by HCPSS's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as HCPSS would be obligated if the Confidential Information was in the possession or control of HCPSS. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.
 - 8.3. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
 - 8.4. Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause HCPSS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Contract.
 - 8.5. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Public Information Office
The Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042
9. Relationship of the Parties. It is understood and agreed that Contractor is an independent contractor of HCPSS, and not an employee. Except as set forth in this Contract, HCPSS will not withhold income taxes, social security or any other sums from the payments made Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of HCPSS, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
10. Insurance. Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in HCPSS Insurance Requirements, or as set forth in Contractor's proposal should the coverage and limits therein exceed the required minimum levels. Contractor shall provide to the Purchasing Office a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.
11. Indemnification. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death, and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness, or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any

agent, director, partner, servant, or employee of the Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless HCPSS and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason. Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

12. Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
13. Termination for Convenience. The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
14. Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or HCPSS, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
15. Liquidated Damages: Contractor acknowledges and agrees that time is of the essence as to the delivery and installation of all products and/or services identified in the document. It is important that deliverables arrive on time. If delivery of products and/or services arrives after specified completion dates, the Contractor shall be liable for liquidated damages not to exceed \$1,000.00 per day after scheduled and agreed upon completion date.
16. Suspension of Work. The Purchasing Office unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Purchasing Office may determine to be appropriate for the convenience of HCPSS.
17. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements, and understandings with respect thereto. This Contract may be

amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.

18. No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.
19. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
20. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
21. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
22. Compliance with Laws. The Contractor hereby represents and warrants that:
 - 22.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
 - 22.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - 22.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
23. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
24. Network/Data Security.
 - 24.1. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that shall be maintained when applicable. Specific activities include, but are not limited to:
25. Network/Data Security. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that shall be maintained when applicable.
 - 25.1. Specific activities include, but are not limited to:
 - 25.1.1. Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
 - 25.1.2. Assessment of the contractor's security and privacy controls including HCPSS's security and privacy requirements in the agreement.
 - 25.1.3. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

- 25.2. The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party. Contractor shall:
- 25.2.1. Establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials;
 - 25.2.2. Establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and
 - 25.2.3. Establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
 - 25.2.4. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
 - 25.2.5. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- 25.3. HCPSS, at its sole option, may request the Contractor to provide Service Organization Control (SOC) 2, Type 2 reports or equivalent, for all services and facilities from which the services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without HCPSS being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as HCPSS's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of HCPSS.
- 25.4. HCPSS or an appointed audit firm, has the right to audit Contractor and its sub-Contractors or affiliates that provide a service for the processing, transport, or storage of HCPSS data. Audits will be at HCPSS's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of HCPSS or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, HCPSS has the right to review the controls tested as well as the results and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

26. Contractor Performance/Evaluation Scorecard.

- 26.1. Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.
- 26.2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.
- 26.3. A contractor shall have up to three weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the three-week period, the scorecard shall be considered final and accepted by the contractor.

26.4. A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

**SECTION 4
SCOPE OF WORK**

1. **Project Scope.** Managed Detection and Response Services. The Howard County Public School System (HCPSS) is seeking proposals from highly experienced and professional firms to provide a comprehensive, managed detection and response security solution that should include but is not limited to, the following:
 - a. Monitoring and logging of network traffic including North/South (ingress/egress) and East/West
 - b. Live data visualization and analysis of all North/South & East/West traffic
 - c. Network and system data ingestion including cloud-based systems
 - d. Proactive threat hunting intelligence, investigation, reporting
 - e. Artificial intelligence-based security analytics and threat intelligence
 - f. Security event insight, prioritization, and analysis
 - g. Firewall management including manual or automated changes as required to resolve incidents, remove, or reduce identified threats
 - h. 24-hour X 7 day per week (24X7) incident monitoring, alerting (with playbook and response options)
 - i. Incident response and remediation by third-party provider.
 - j. Vulnerability management

- 1.1. **Alternate 1.** Managed Services for Systems. HCPSS will consider third-party management of selected devices, platforms, services, or applications to ensure ongoing security in operation and administration. HCPSS practices a defense-in-depth approach to cybersecurity and has a significant investment in a variety of systems to protect HCPSS information and the network. Each system has one or more internal owners and administrators. HCPSS uses well-known Contractor products and would expect any system that may be a candidate for third-party management would be managed by an individual with related certifications, credentials, or experience. E.g. Managing a Palo Alto firewall would dictate a third-party administrator with a current Palo Alto PCNSA (Palo Alto Networks Certified Network Security Administrator) certification. If a listed system does not have a relevant certification for their product, then two or more years of proven experience will be considered. Candidate systems are noted in Table 1.

Table 1

System	Function	Tasks to Outsource
Palo Alto Firewalls	<ul style="list-style-type: none"> • Perimeter protection 	Full Management <ul style="list-style-type: none"> • Administration • Maintenance
L2/L3 Networking (Aruba & Cisco)	<ul style="list-style-type: none"> • Wireless • Wired 	Full Management <ul style="list-style-type: none"> • Administration • Maintenance
Microsoft365 (SaaS (Software as a Service))	<ul style="list-style-type: none"> • Productivity • Communications 	Full Management <ul style="list-style-type: none"> • Administration • Maintenance
G-Suite for Education (SaaS)	<ul style="list-style-type: none"> • Productivity • Communications 	Full Management <ul style="list-style-type: none"> • Administration • Maintenance
Workday (SaaS)	<ul style="list-style-type: none"> • Enterprise Resource Mgt. • Human Capital Mgt. 	<ul style="list-style-type: none"> • User Management • Monitoring & Reporting
Synergy (migrating to SaaS)	<ul style="list-style-type: none"> • Student Information System • Grades • Attendance 	<ul style="list-style-type: none"> • User Management • Monitoring & Reporting
Canvas (SaaS)	<ul style="list-style-type: none"> • Learning Mgt. System 	<ul style="list-style-type: none"> • User Management • Monitoring & Reporting
Hoonuit	<ul style="list-style-type: none"> • Data Dashboards 	<ul style="list-style-type: none"> • User Management • Monitoring & Reporting

- 1.2. Alternate 2. Staff Augmentation. HCPSS will consider third-party staff augmentation used on an ad-hoc basis for systems listed in the table below.

Table 2

System	Function	Tasks to Outsource
Palo Alto Firewalls	<ul style="list-style-type: none"> • Perimeter protection 	Ad-hoc
L2/L3 Networking (Aruba & Cisco)	<ul style="list-style-type: none"> • Wireless • Wired 	Ad-hoc
Microsoft365 (SaaS)	<ul style="list-style-type: none"> • Productivity • Communications 	Ad-hoc
G-Suite for Education (SaaS)	<ul style="list-style-type: none"> • Productivity • Communications 	Ad-hoc
Workday (SaaS)	<ul style="list-style-type: none"> • Enterprise Resource Mgt. • Human Capital Mgt. 	Ad-hoc
Synergy (migrating to SaaS)	<ul style="list-style-type: none"> • Student Information System • Grades • Attendance 	Ad-hoc
Canvas (SaaS)	<ul style="list-style-type: none"> • Learning Mgt. System 	Ad-hoc
Hoonuit	<ul style="list-style-type: none"> • Data Dashboards 	Ad-hoc

- 1.3. Project Schedule. HCPSS expects that this project will start beginning immediately after the contract is fully executed. HCPSS anticipates that the project will have multiple phases that may include, but are not limited to, the following sample phases:
- 1.3.1. Phase 1 - Network and system discovery, use case development, incident management and reporting process development between Contractor and HCPSS's Department of Information Technology (IT).
 - 1.3.2. Phase 2 - Systems implementation, data ingestion configuration and testing, baselining, HCPSS staff training, and device access (if a third-party managed HCPSS system).
 - 1.3.3. Phase 3 - Platform tuning, playbook development and implementations, and incident response plans based on severity will be operationalized.
 - 1.3.4. Phase 4 - Ongoing management, monitoring, detection, tuning, response, and incident remediation for the duration of the contract.
- 1.4. Expected Final Deliverables. Upon completion of this project, HCPSS shall have a managed security service Contractor capable of providing the following:
- 1.4.1. Threat detection and incident response 24x7 that follows a methodology of collect, discover, qualify, investigate, respond, remediate, and recover.
 - 1.4.2. Improved mean-time-to-detect (MTTD) and mean-time-to-respond (MTTR) for incidents.
 - 1.4.3. Proactive threat hunting and reporting that includes endpoint identities and user identities, where possible.
 - 1.4.4. Manual and automated playbook creation.
 - 1.4.5. Staff Supplementation and Support:
 - 1.4.5.1. A service that supplements existing HCPSS IT operational staff.
 - 1.4.5.2. Access to cybersecurity subject matter experts.
 - 1.4.5.3. Options for block of hours for expert assistance with various system configurations.
- 1.5. Reporting and Investigation
- 1.5.1. Dashboard or portal for HCPSS access to live and archival data and custom reporting, monitoring, investigation, and incident status.
 - 1.5.2. The Contractor shall host regular monthly or quarterly service reviews noting past events, places for improvement, and direction toward best practices to improve operations incrementally.
- 1.6. Equipment & Systems: All Contractor provided on-premises equipment and systems shall be new and currently manufactured and fully managed by the Contractor.

- 1.7. Fault Tolerance: The Solution shall be redundant/resilient and shall be designed to ensure that internal and external traffic can be rerouted or reconnected in the event of a network or major component failure.
 - 1.8. System Management: The Contractor shall provide HCPSS access to the system for investigations and reporting and will fully manage the provided Solution.
 - 1.9. Application /System Support: The Solution shall be capable of supporting a wide variety of data log sources from systems such as HRMS/Identity, SIEM/Security Events, Perimeter/Proxy, Enterprise Apps/ERP, Threat Intel, Cloud Apps, Endpoints, Non-tech feeds, and Layer7 technologies. Direct API integration with cloud data sources is preferred but not required.
 - 1.10. Contractor: The Solution shall be provided by an experienced Contractor who has extensive SIEM (Security Information and Event Management), SOC (Security Operation Center), and cybersecurity experience. The Contractor shall provide a system including but not limited to all hardware, software, project management, installation, database collection, monitoring, maintenance, training, and support.
 - 1.11. Serviceability: Contractor shall be responsible for all system maintenance, upgrades and hardware replacement for Solution provided.
 - 1.12. Existing Infrastructure & Systems. HCPSS will distribute Existing Infrastructure and Systems specifications upon request. Requests may be made through emailing Ted_ludicke@hcpss.org. After completing and submitting a Non-Disclosure Agreement, Mr. Ludicke will provide said specifications via email.
2. Contractor, Installation, And Maintenance Contractor
- 1.12.1. For any items/systems/alternates accepted by HCPSS and made part of the contract, the Contractor shall provide a Solution including but not limited to delivery, installation, configuration, database collection, database entry, testing, training, cutover, and post-cutover support
 - 1.12.2. The Contractor and/or its subcontractors are fully authorized/certified to supply, upgrade, install, configure, provide warranty service, and troubleshoot/support the proposed Solution and any hardware/equipment provided.
 - 1.12.3. The Contractor shall provide manufacturer trained and certified personnel who specialize in deployment of all items/systems/alternates accepted by HCPSS.
 - 1.12.4. The personnel listed in the Respondent's proposal shall be the personnel assigned to this project. If changes are required, the Contractor shall gain written approval from HCPSS's Project Manager prior to assignment of substitutes.
- 2.2. Project Manager
- 2.2.1. The Contractor shall appoint a dedicated full-time on-site project manager who shall be the main point of contact regarding the project for HCPSS. The project manager is responsible for the following:
 - 2.2.1.1. Developing a project schedule that identifies in detail the exact tasks and timelines that HCPSS and Contractor must perform and/or be responsible for in order to accomplish the delivery, installation, and cutover of the system.
 - 2.2.1.2. Guaranteeing the work and performance of all employees and subcontractors who have been hired by the Contractor.
 - 2.2.1.3. Verifying intended target systems for data ingestion or for third-party management and locations for any systems required to be on-premises with HCPSS's Project Manager prior to installation.
 - 2.2.1.4. Completing and submitting all required documentation.
 - 2.2.1.5. Attending all project coordination and/or installation meetings as required by HCPSS, plus chairing a weekly project status meeting throughout the duration of the project.
 - 2.2.1.6. Maintaining the project status meeting minutes and distributing them to all participants within two days following the meeting.

- 2.2.1.7. Informing HCPSS of all unexpected conditions and problems that may result in delay or expense. The Contractor must report issues immediately upon discovery and must provide HCPSS with the option(s) for resolving them.
 - 2.2.1.8. Working with HCPSS to schedule and coordinate mutually agreeable cutovers, if required.
 - 2.2.1.9. Arranging for provided training and coordination of scheduling for all training classes for identified HCPSS staff members.
 - 2.2.1.10. Being available during normal working hours Monday – Friday as determined by the implementation schedule and on an emergency basis 24/7 by text or phone from start to end of the project.
 - 2.2.2. If the Contractor seeks to change the project manager, such change is subject to prior written approval from HCPSS.
 - 2.2.3. HCPSS reserves the right to request a new project manager during the project if the project manager does not perform to HCPSS's satisfaction.
- 2.3. Permission to Proceed. The Contractor shall coordinate with HCPSS the location and layout of all equipment placement for each location prior to commencement of work.
- 2.4. Damage and Cleanup. If on-premises devices must be installed, the Contractor shall be held responsible for and make payment on any damage caused from the delivery and/or installation of its work. The Contractor shall keep the premises clean from debris and rubbish. After each workday, the Contractor shall remove any rubbish or waste from the working area. If HCPSS is required to clean up, the cost shall be charged back to the Contractor.
- 2.5. Ordering and Delivery. The Contractor shall take responsibility for proper ordering, shipping charges, delivery, receipt, inventory, and proper storage of all component parts.
- 2.6. Data Network. The Contractor shall:
- 2.6.1. Have as part of its implementation team a data network resource capable of analyzing and implementing proper VLAN (Virtual LAN) and related HCPSS security requirements for HCPSS-owned gear and systems. This person shall work with HCPSS to develop a mutually agreeable design/scheme to ensure that all components and communications of network devices and designated endpoint devices are configured to support the managed service.
 - 2.6.2. Work with HCPSS to understand its IP addressing scheme and to implement necessary network communications to the managed service and related systems.
 - 2.6.3. Learn and understand HCPSS's device naming convention and implement appropriate device names on all new devices.
- 2.7. Equipment Installation
- 2.7.1. If on-premises installations are required, work shall be performed during normal hours of operation for the building where the work is taking place. These hours will vary depending upon the site, HCPSS calendar, and inclement weather. Site schedules shall be discussed with and approved by HCPSS's project manager prior to work occurring. Deviations to the agreed-upon schedules must also be approved by HCPSS's project manager.
 - 2.7.2. Buildings are typically open between 7:00 am and 10:30 pm.
- 2.8. Standards
- 2.8.1. For on-premises system implementations, the Contractor shall install hardware in a secure manner. If an on-premises system is a virtual machine, HCPSS will provide a virtualization resources to assist in secure implementation of virtual machines into existing environments.
 - 2.8.2. All rack-mount equipment shall be secured as recommended by the manufacturer with consideration to airflow, power, and patch cable connections.
 - 2.8.3. The Contractor shall provide all hardware required to rack mount equipment in HCPSS's 19" racks including rails when required.
 - 2.8.4. The Contractor shall neatly dress all cables including but not limited to switch tails, ground cable and power cables. All cables shall be secured with Velcro tie wraps between devices, termination panels

- or blocks, Power Distribution Unites (PDU's), Uninterruptable Power Supply (UPS) systems, or wall power plugs.
- 2.8.5. The Contractor shall use HCPSS's cable management system where equipped to provide a neat and efficient means for routing and protecting fiber and copper cables and patch cords on telecommunication racks and enclosures.
- 2.8.6. Provide additional system components typically and reasonably required to make the Solution operational even though not specifically indicated in appendices, or specifications, including but not limited to patch cables, connectors, connecting accessories, power supplies, power cords, rack mounting adapters and shelves, cover plates and related connector and termination hardware required by but not supplied with the equipment.
- 2.9. Data Center/Closet Patch Cords & Cables
- 2.9.1. Install HCPSS-provided patch cables with appropriate connectors to interconnect all systems provided under this contract.
- 2.9.2. The finished installations must be tidy, and the cabling well supported. No plastic tie wraps may be used. Velcro ties may be used to bundle cables. Patch cables may not be twisted, bent, or otherwise deformed beyond standard allowable bend radius.
- 2.9.3. The Contractor shall use HCPSS's cable management system where equipped to provide a neat and efficient means for routing and protecting fiber and copper cables and patch cords on telecommunication racks and enclosures.
- 2.10. System Design Reviews & Database Collection
- 2.10.1. As these specifications are put together with no specific equipment or respondent in mind, the Contractor shall include in the installation cost one informational presentation to HCPSS's management. The purpose of the meeting is to provide HCPSS with an overview of the Solution capabilities and establish standards for how the Solution is to be installed.
- 2.10.2. The Contractor's project manager shall inform HCPSS's Project Manager of decisions that they need to make regarding the items/systems/alternates being installed. HCPSS's Project Manager shall set standards and determine which decisions are available for the departments to make.
- 2.10.3. Any decisions or requests at the department level that either increase cost or are outside of HCPSS standards shall need the written approval of HCPSS's Project Manager.
- 2.11. Security: When deploying any product, software, or application associated with this RFP, the Contractor shall harden the resulting system(s). Hardening includes the following actions:
- 2.11.1. Determining the purpose of the Solution and minimum software and hardware requirements.
- 2.11.2. Documenting the minimum hardware, software, and services to be included in the Solution.
- 2.11.3. Installing the minimum hardware, software, and services necessary to meet the requirements using a documented installation procedure D. Installing necessary patches.
- 2.11.4. Installing the most secure and up-to-date versions of applications and any related software agents, where applicable.
- 2.11.5. Configuring privilege and access controls by first denying all, then granting back the minimum necessary to each user.
- 2.11.6. Configuring security settings as appropriate, enabling allowed activity, and disallowing other activity.
- 2.11.7. Enabling logging sufficient for HCPSS IT staff to determine equipment faults or configuration problems with implemented software or hardware.
- 2.11.8. Archiving the configuration and checksums in secure storage prior to system deployment.
- 2.11.9. Testing the system to ensure a secure configuration.
- 2.11.10. Using secure replication procedures for additional, identically configured systems, making configuration changes on a case-by-case basis.
- 2.11.11. Changing all default passwords, documenting all assigned passwords, and providing to HCPSS.
- 2.11.12. Testing the resulting systems to include but not limited to penetration test on all external facing systems and IP addresses.
- 2.11.13. Documenting all test results and providing to HCPSS.
- 2.12. Database Entry. The Contractor shall provide all system programming and database entry, where necessary, including but not limited to data log ingestion or other required telemetry data, networking, system management, and data network to provide a fully operational system for managed detection and

response services. HCPSS personnel will provide any assistance or chaperone configurations where required.

- 2.13. Endpoint Agents and Logging Data Configurations. The Contractor shall train designated HCPSS's support staff on the process for deploying any required agent software or log source configurations as required for proper Solution operation.
- 2.14. System Baselineing. The Contractor shall work with HCPSS to discern the duration of a proper baseline for normal network and system behavior. The baseline will provide guidance to the service Contractor and monitored systems for troubleshooting, anomaly detection, threat hunting, and related managed services metrics and analysis.
- 2.15. Documentation. When installation is complete, the Contractor shall furnish HCPSS a complete set of project documentation in electronic format as follows:
 - 2.15.1. Acceptable documentation formats include Microsoft Word, Microsoft Excel, and Microsoft Visio.
 - 2.15.2. Logical diagrams for data products provided, installed, and connected to the network including:
 - 2.15.3. Topology of provided Solution whether on-premises or cloud-based and connectivity to HCPSS network.
 - 2.15.4. Static IP numbers assigned to all provided equipment located on HCPSS's premise, noted both on diagrams and on a separate table/spreadsheet.
 - 2.15.5. Testing and validation documents noting successful system configuration.
- 2.16. Training Requirements
 - 2.16.1. All costs for training shall be included in the proposals.
 - 2.16.2. Admin User Training: The Contractor shall conduct two, onsite or remote, hands-on user training sessions for Admin users, limited to a maximum of four people in any one session. Training may be conducted at a central HCPSS location yet to be identified. Training shall include:
 - 2.16.2.1. Familiarization with features and components of systems available in HCPSS view.
 - 2.16.2.2. Any required database or file management required.
 - 2.16.2.3. Report generation and customization
 - 2.16.2.4. Overview of system documentation as applicable to provided view to HCPSS.
 - 2.16.2.5. Process to obtain technical support for HCPSS
- 2.17. User Guide: The Contractor shall work with HCPSS to develop a short user guide to view managed Contractor dashboard or consoles and reporting mechanisms for HCPSS access by technical staff members working with the Solution or Contractor. The user guide will be printed and distributed with the documentation collection.
- 2.18. Failover Testing. The following testing shall be completed and documented in the presence of an HCPSS representative after Solution is configured and connected to HCPSS network.
 - 2.18.1. For cloud-based Solutions, simulate loss of connection to primary data center or backup internet connections.
 - 2.18.2. For on-premises physical solution, simulate loss of primary appliance to show failover to redundant appliance.
- 2.19. Cutover and Post Cutover Requirements
 - 2.19.1. Technical Issues: The Contractor shall provide on-site resources for as many days as required following the first day of service to resolve any outstanding technical issues.
 - 2.19.2. Moves, Adds, or Changes: The Contractor is required to provide additional data log ingestion or API integration to complete all requested moves, adds, or changes for the first 30 days of implementations.
- 2.20. Project Closeout and Acceptance
 - 2.20.1. Punch List: Work or materials found to be incomplete, of unsatisfactory quality, failing to meet the specifications in the RFP package and resulting contract, and/or unacceptable to HCPSS shall be documented in a punch list by HCPSS and provided to the Contractor to rectify.
 - 2.20.2. Punch List Approval: The punch list shall be considered complete only after having been signed by HCPSS.

- 2.20.3. Acceptance: Acceptance shall occur after all of the following conditions have been met:
- 2.20.3.1. All items/systems have been delivered, installed, configured, tested, and transitioned into service.
 - 2.20.3.2. All of the work has been completed in accordance with the contract and RFP specifications (including testing procedures as outlined in the RFP and accepted response).
 - 2.20.3.3. Training as specified is complete.
 - 2.20.3.4. All the documentation requirements have been met.
 - 2.20.3.5. All outstanding punch list items have been completed.
 - 2.20.3.6. The system post-cutover requirements have been completed.
 - 2.20.3.7. The Contractor has certified in writing to HCPSS that the system is installed and operational in accordance with these specifications.
- 2.20.4. Once all the above requirements are complete, and upon HCPSS's written acceptance will constitute the date of acceptance. The warranty for components and service begins as of this date.

2.21. Warranty Period and Maintenance. Warranty: For on-premises provided hardware and software, warranty will begin at acceptance date.

2.22. Service Level Agreement Guarantee

- 2.22.1. Provide letters from the Contractor guaranteeing maintenance/service support of the proposed system(s) for the duration of the contract.
- 2.22.2. Provide letters from Contractor guaranteeing negotiated incident response and remediation times for the duration of the contract.
- 2.22.3. HCPSS is expecting the following service levels agreements for key services:
 - 2.22.3.1. SOC MSSP Portal Availability and Notification System
 - 2.22.3.2. Individual Security Event Investigations
 - 2.22.3.3. Weekly Medium Incident Resolution Times
 - 2.22.3.4. Failed Security Event Receipt Notifications to Customer

2.23. Service Level Credits. If the service levels fall below the guaranteed uptimes or response times, the Contractor shall apply credits to the next billing cycle for all affected services as follows:

2.23.1. SOC MSSP Portal Availability and Notification Systems SLA (Service Level Agreement): 99.9%

System Availability	Credits Due Customer
99.8%-99.99%	No Credit Due
99.5%-99.79%	1% of the Monthly Service Fee
99.0-99.49%	3% of the Monthly Service Fee
98.5-98.99%	10% of the Monthly Service Fee
Less than 98.5%	25% of the Monthly Service Fee

2.23.2. Individual Security Event Investigation SLA (TTD): 60 minutes

Number of Incidents not assigned or escalated within 60 Minutes after the incident was created in the audit log	Credits Due Customer
5 or less	No Credit Due
6-10 Incidents	1% of the Monthly Service Fee
11-15 Incidents	3% of the Monthly Service Fee
16-20 Incidents	10% of the Monthly Service Fee
21 or More	25% of the Monthly Service Fee

2.23.3. Weekly Median Incident Resolution Time SLA (MTTR): 60 Minutes

Median Time to Resolve (MTTR) measures the amount of time to resolve an incident, including the delay to begin investigation plus the total time spent for investigation and either escalation or close.	Credits Due Customer
1 Week > 60 minute	3% of the Monthly Service Fee
2 Weeks > 60 minutes	10% of the Monthly Service Fee
3 Weeks > 60 minutes	25% of the Monthly Service Fee

2.23.4. Failed Security Event Receipt Notification to Customer: SLA: 60 Minutes

Number of Failed Security Event Receipts not escalated where Customer was not notified within 60 Minutes after occurrence	Credits Due Customer
5 or less	No Credit Due
6-10 Incidents	1% of the Monthly Service Fee
11-15 Incidents	3% of the Monthly Service Fee
16-20 Incidents	10% of the Monthly Service Fee
21 or More	25% of the Monthly Service Fee

2.24. Service Level Report/Audit. Contractor shall provide HCPSS a monthly report or system access to review /audit previous months service level statistics.

2.25. System Maintenance and Upgrades

2.25.1. The Contractor shall provide HCPSS with monthly schedules of any planned maintenance or system upgrades.

2.25.2. The Contractor shall coordinate and schedule all non-emergency service impacting maintenance or upgrades with HCPSS's designated contact.

2.25.3. The Contractor shall notify HCPSS via email of any system impacting emergency maintenance services. The notification shall include a list of the services to be affected and expected duration.

2.26. Service and Support. The following system support and services shall be included in the service level agreement.

2.26.1. 24-hour X 7 day per week (24X7) remote support and call-out coverage shall be provided for the items listed below:

2.26.1.1. An incident severity table will define event criticality. A critical incident at any HCPSS location including cloud-based presences or department shall have:

2.26.1.1.1. One-hour weekly MTTR (mean time to resolution)

2.26.1.1.2. One-hour event receipt notifications

2.26.1.1.3. Number of events appearing in audit log that are not assigned or escalated within one-hour

2.26.2. Contractor Parts and Materials Located On-Premises:

2.26.2.1. Warranty Period: Any parts or materials that are purchased shall be replaced during the first-year or any extended warranty period at no cost to HCPSS.

2.26.2.2. Extended Contract Period: Replacements shall be provided at no additional cost for all parts and materials for the duration of the contract.

2.26.2.3. Four-hour replacement of critical components for all locations.

2.26.2.4. Next business day for non-critical components

2.26.3. Call Center and Security Operations Center(s) (SOCs)

2.26.3.1. 24 X 7 Call Center and SOC: Contractor shall provide a 24-hour X 7 day per week staffed service call center and SOC to allow HCPSS's IT personnel to open service-related

incidents, report concerns, assist with technical and system management issues and questions, and review current status of open incidents.

2.26.3.2. 24-hour X 7 days System Monitoring and Trouble Reporting Service.

2.26.3.3. Contractor shall monitor systems 24-hour X 7 day per week (24X7) and initiate corrective action on critical outages impacting HCPSS's services within one hour of the notification.

2.26.3.4. SOC portal and notification systems are available to HPCSS 99.9% of the time.

2.27. Annual Review. A review and audit of all respective applications, performance, and recommended changes will be shared by Contractor twice annually.

3. **Solution Considerations**

3.1. **Solution & Architecture**

3.1.1. MDR (Managed Detection & Response) service components

3.1.2. Solution form factor: i.e. on-premises, hybrid, hosted, SaaS

3.1.3. Firewall management

3.1.4. Scalability and adaptability of Solution

3.1.5. Threat hunting process

3.1.6. Threat intelligence sources and usage

3.1.7. Asset and event classifications

3.1.8. Value-adds i.e. integrations, SOAR capabilities, frameworks used for processes

3.1.9. Security Operations Centers

3.1.10. Onboarding and timelines

3.1.11. Incident management and playbooks

3.1.12. Remediation processes

3.1.13. Service level agreements

3.1.14. Reporting

3.1.15. Systems management access

**SECTION 5
SUBMITTAL REQUIREMENTS AND PROPOSAL FORMAT**

1. Summary.
 - 1.1. Offeror's Technical Proposal shall be submitted separate from the PRICE PROPOSAL and be clearly identified as TECHNICAL PROPOSAL - "*company name*". Clear, concise, yet detailed responses to the technical criteria below are to be provided. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria.
 - 1.2. Beginning with the Transmittal Letter, proposals shall be submitted as structured below. The Offeror agrees and shall comply with all provisions and specifications as stated in this RFP. Failure to respond to these submittal requirements may result in the proposal being considered non-responsive.
2. Evaluation Criteria. Evaluation Criteria provide for a consistent method of identifying the best overall cost-effective Solution that meets the requirements identified in this RFP. The criteria categories listed below shall be used to determine how satisfactorily Offerors have addressed the requirements identified in this RFP. Evaluation of each category shall include, but not be limited to, the line items listed. The highest scoring proposals will be selected for the shortlist. HCPSS's recommendation for award by the Howard County Board of Education will be based on Offeror's criteria scores.

HCPSS will only evaluate Proposals meeting the guidelines of this RFP. The criteria that will be used in evaluation and scoring of this RFP will include responses to the following:

- 2.1. Technical Requirements
- 2.2. Support & Service Specifications
- 2.3. Corporate Experience
- 2.4. Assessment/Implementation Plan
- 2.5. References
- 2.6. Other Value-Added Services
- 2.7. Pricing

3. Tab 1 – Proposal Overview
 - 3.1. Transmittal Letter. A transmittal letter shall be prepared on the Offeror's business stationery. The letter shall be an executive summary that clearly and concisely describes the Offeror's understanding of the scope of work. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial commitments. Include the Offeror's official business address and state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address should also be provided for HCPSS's use during the procurement process.
 - 3.2. Company Profile/Demonstration of Prior Work. The Offeror shall demonstrate and certify that it possesses at a **minimum three (3) years of experience providing the proposed Managed Detection & Response services** as described in this document for public or private businesses to HCPSS in scope and size. **K12 experience is considered favorable.** This includes providing details on company history, organization business structure number of employees, number of similar contracts and overall qualifications to provide the services requested.
 - 3.3. Unique Qualifications. Provide a narrative to elaborate on any special/unique qualifications, expertise, and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide a solution to HCPSS.
 - 3.4. Technical Summary. Provide technical summary of the proposed Solution, including details about any "improvements" over and above the base request for Managed Detection & Response Services.
 - 3.5. Five-Year Support. Provide letters from both the Offeror which guarantee the solutions will be supported for a minimum of five years from the installation cutover date.
 - 3.6. Certification. Provide certifications and/or letter(s) from the Offeror is an authorized reseller or service

provider for all proposed hardware/software or services to be utilized to support HCPSS project.

4. Tab 2 Required Documents

- 4.1. Attachment A RFP Signature Sheet. Complete and sign the RFP Signature Sheet
- 4.2. Attachment B Insurance Requirements. Acknowledge compliance with HCPSS Insurance Requirements.
- 4.3. Attachment C Client Data Sharing Agreement. Complete and sign HCPSS Client Data Sharing Agreement.
- 4.4. Attachment D Receipt of Addenda Form. If addenda to the RFP documents are issued prior to the due date and time for Proposals, the Acknowledge Receipt of Addenda Form shall be completed and signed.
- 4.5. Attachment E Bid/Proposal Affidavit. Complete and sign the Bid/Proposal Affidavit
- 4.6. Attachment F Agreement for Professional Services. The HCPSS Contract for this procurement will contain the provisions in all terms and conditions, attachments, addenda, presentations, and discussion materials as well as any additional terms required by HCPSS. By submitting a Proposal, the Offeror acknowledges that they have reviewed the Agreement for Professional Services and will execute a contract with these terms and conditions after award by the Board of Education. For accounting purposes only HCPSS will issue a purchase order to the awarded firm.
- 4.7. Attachment G Contractor Performance/Evaluation. Acknowledge compliance with HCPSS Contractor Performance/Evaluation Scorecard
- 4.8. Attachment H Technical Overview. Provide all information requested and **include the noted item number in section**. I.e. "Answer to question 5.3.4. – ". Failure to properly reference appropriate sections shall not provide relief if noted elsewhere in proposals.
- 4.9. Attachment I Contractor, Process, Staff and Reference. Provide all information requested.
- 4.10. Attachment J Exceptions and Clarification. All exceptions shall be clearly identified in the Exceptions Form. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for HCPSS, and a description of the advantage to be gained or disadvantages to be incurred by HCPSS as a result of these exceptions.
- 4.11. Attachment K Pricing Questions. Provide all information requested.
- 4.12. Attachment L Cost Worksheet. Complete the form and provide all information requested.

SECTION 6 EVALUATION PROCESS

1. Evaluation.
 - 1.1. Following evaluation of the Proposals the Evaluation Committee will make an initial overall ranking of the Proposals and recommend to the Purchasing Office the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to HCPSS. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in HCPSS's best interest and when permitted by law.
 - 1.2. Following the Purchasing Office's qualifying review and approval, the decision for progressing in the procurement process will be made based ranking the strengths, weaknesses, advantages, and deficiencies of each Proposal. The decision to award a Contract will be made at the discretion of the Purchasing Office.
2. Shortlisting. A shortlist may be developed based on the Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal.
3. Oral Presentations/Discussion Sessions.
 - 3.1. Purpose: Based on the Evaluation Committee's initial Evaluation, HCPSS may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session ("Discussion Session"). The purposes of the Discussion Session are as follows:
 - 3.1.1. To provide the Offeror the opportunity to demonstrate its experience.
 - 3.1.2. To discuss/clarify any and all aspects of the Technical Proposal, in particular approach/methodologies, implementation process, cost model options, schedule, staffing of the contract, and ongoing support of the Project and other applicable professional services.
 - 3.1.3. To allow HCPSS to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise; and,
 - 3.1.4. To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.
 - 3.2. Format. The Discussion Session will be informal, as HCPSS is not interested in a sales presentation by executives and business development staff; rather, HCPSS is requesting an interactive discussion with each of the shortlisted Offerors and the experienced personnel submitted in their proposals. It is important that those key personnel who are proposed to be assigned to HCPSS fully participate in the presentation and discussion. These individuals may be asked to demonstrate their technical skills so HCPSS can evaluate their knowledge and expertise for the specific position they will fill. Ample time will be available for HCPSS and the Offeror to ask questions and discuss issues and concerns related to the Project, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 90 to 120 minutes in length. Information presented or discussed in the Discussion Session may supersede information provided in the initial offer. Following the Discussion Session, additional follow-up and/or clarification documentation may be requested of each Offeror.
 - 3.3. Date. The times and dates for the Discussion Session(s) will be set upon completion of the Initial Evaluation. Offerors are advised to set these dates aside in their entirety on the calendars of key personnel identified in their offer.
 - 3.4. Location. The discussion may be onsite at HCPSS, via telephone, or via web conference.

SECTION VI. PRICE PROPOSAL

1. Price Structure
 - 1.1. Meet Requirements. Offeror shall respond with pricing that meets the requirements provided in this RFP and described in Offeror's technical response on Attachment K Cost Work Sheet.
 - 1.2. Bill of Materials. Offeror shall include a bill of materials showing part numbers, quantities, nonrecurring and annual recurring unit cost, extended cost and total cost for all proposed hardware, services, and labor/professional services.
 - 1.3. All-Inclusive. Prices offered shall be inclusive of all overhead, profit, travel, accommodations, administrative fees, and direct and indirect costs and shall represent onsite and remote staff work within or for Howard County, MD. HCPSS will not recognize or accept any separate or additional charges or fees to perform the services identified in this RFP.
 - 1.4. Non-Recurring/Recurring Costs. Offeror shall identify and itemize all initial non-recurring costs and all subsequent monthly and/or annual recurring costs extended for a total of (5) five years.
 - 1.5. Requested Pricing: See Attachment L Cost Work Sheet. For the Cost Work Sheet in MS Excel format contact Ted Ludicke at ted_ludicke@hcpss.org.
2. Value Added Services: Offeror shall include any value-added optional services and/or products along with corresponding pricing.
3. Separate Submittals. Offeror's PRICE PROPOSAL on Attachment L: Cost Work Sheet and Bill of Material shall be submitted separate from the TECHNICAL PROPOSAL and clearly identified as PRICE PROPOSAL.
4. Best and Final Offers. Following the evaluation and/or Discussion Session, Best and Final Offers may be requested of selected Offerors.
5. Negotiations. HCPSS may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.
6. Basis for Award. Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Purchasing Office retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of HCPSS as set forth in the RFP

Attachments and Forms (Check List)

		Offeror Recognizes/ Acknowledges Acceptance		
		Yes	No	
Attachment A	Signature Sheet (<i>signature required</i>)	Yes	No	
Attachment B	Insurance Requirements	Yes	No	
Attachment C	Client Data Sharing Agreement (<i>signature required</i>)	Yes	No	
Attachment D	Acknowledgement of Receipt of Addenda (<i>signature required</i>)	Yes	No	
Attachment E	Bid/Proposal Affidavit (<i>signature required</i>)	Yes	No	
Attachment F	Agreement for Professional Services	Yes	No	
Attachment G	Contractor Performance/Evaluation Scorecard	Yes	No	
Attachment H	Technical Overview	Yes	No	
Attachment I	Contractor, Process, Staff and References	Yes	No	
Attachment J	Exceptions and Clarifications	Yes	No	
Attachment K	Pricing Questions	Yes	No	
Attachment L	Cost Worksheet	Yes	No	

Submit this completed Check List with Technical Proposal

Attachment A

SIGNATURE SHEET

A. Offeror's Certification

I/we hereby propose to furnish and deliver supplies and or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or Lumber and is in all respects fair and without collusion or fraud.

I/we certify that this bid is made without having contacted any employee within HCPSS unless such contacts were previously authorized by the Purchasing Officer.

I/we certify that this bid is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any offeror or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other offeror, or to fix any overhead, profit or cost element of said bid price, or that of any offeror, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.

I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

I hereby certify that I am authorized to sign for the offeror.

B. Vendor/Contractor Disqualification -Bribery

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

(company name)

(street address)

(city, state and zip)

(company telephone number)

(name of person authorized to sign bid)

(title of authorized representative)

(signature of authorized representative) (Date)

(e-mail of authorized representative) (telephone number of representative)

Attachment B

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

2 - Contractor's Liability Insurance - "Occurrence" Basis:

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$2,000,000 per occurrence, \$2,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$2,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$5,000,000 per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

BUILDERS RISK INSURANCE

4 - Builders Risk Insurance

4.1 - The owner shall purchase and maintain builders risk insurance with a limit equal to the initial contract amount and any amendments to the contract which affect the project cost on a replacement cost basis. Insurance shall be maintained until final payment under the contract has been made or until no person or entity other than the Board of Education of Howard County Maryland has an insurable interest in the covered property, whichever is earlier. The builders risk insurance shall include the Board of Education of Howard County Maryland, Contractor, Subcontractors and Sub-subcontractors as named insureds.

4.2 - Insurance shall be on an all-risks policy form including the perils of fire, extended coverage, theft, vandalism, malicious mischief, collapse, and earthquake. Coverage is to apply for demolition occasioned by enforcement of any applicable legal requirements, and architect's fees. Coverage for the peril of flood shall not be required unless otherwise provided in the Contract Documents.

4.3 - The Contractor shall be responsible for payment for any deductibles applicable to the coverages. The deductible amount applicable to this contract is \$10,000.00.

4.4 - Unless otherwise provided in the Contract Documents, the builders risk insurance shall cover materials to be incorporated into the project which are stored off the site.

4.5 - The owner shall purchase and maintain boiler and machinery insurance. The boiler and machinery insurance shall cover objects during installation and until final acceptance by the Board of Education of Howard County Maryland.

4.6 - The Board of Education of Howard County Maryland and Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, elected or appointed officials, agents, employees, and consultants for damages caused by perils covered by this builders risk insurance or to the property insurance applicable to the project. The policies shall provide such waivers of subrogation by endorsement or otherwise.

4.7 - Any loss under builders risk insurance shall be payable to the Board of Education of Howard County Maryland as fiduciary for the insureds, as their interests may appear, subject to any mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner

4.8 - The Board of Education of Howard County Maryland as fiduciary, shall have the right to adjust and settle a loss with insurers.

4.9 - The insurance company providing the builders risk coverage shall grant permission for the Board of Education of Howard County Maryland to partially occupy or use the premises under construction prior to final acceptance.



CLIENT DATA SHARING AGREEMENT:

APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS

This is an agreement between _____ (“VENDOR”, or "Company") and the Howard County Public School System ("HCPSS," “System,” or "CLIENT") for term beginning on _____ and ending on _____.
name of company date date

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the VENDOR’s Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company’s Site and/or Services.

A. **Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services:

B. **Definition of “CLIENT DATA”:** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student’s “education record” as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.

C. **Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.

D. **Education Records:** If VENDOR will have access to “education records” as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a ‘school official’ with ‘legitimate educational interests’ and will use the data only for the purpose of fulfilling its duties under this Agreement.

E. **Data De-Identification:** VENDOR may use de-identified Data for product development or other internal purposes only. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.

F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the**

District.

- G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR as required to fulfill the purpose of this agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and at the request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.
- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly provide the CLIENT with a copy of official request and the records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with

industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.

1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
 2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.
- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and shall be trained that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. §

4-131(a)(3).

- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its obligations under the terms of this Data Sharing Agreement.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Agreement of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

Signatures are on the next page.

CLIENT:

By:

Signature

Printed Name Title

Date

Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042

VENDOR:

By:

Signature

Printed Name Title

Date

Vendor Name

Address

City State Zip Code

Attachment D

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: _____

TECHNICAL PROPOSAL DUE DATE:

RFP FOR: _____

NAME OF OFFEROR: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature

Printed Name

Title

Attachment E

BID/PROPOSAL AFFIDAVIT

**IFB/RFP Title
BID #002.21.B5**

Date: _____

Bidder: _____

AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the organization named _____ whose address is _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
 - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT

As used below, the following terms have the meaning indicated:

A. "Financial interest" means: (1) Ownership of any interest as the result of which the owner has received, within the past three years, or is presently receiving, or in the future is entitled to receive, more than \$1000 per year; or (2) Ownership of more than three percent of a business entity, by a Board member or school system employee.

B. "Qualified Relative" means a spouse, domestic partner, parent, child, and sibling.

Except as disclosed below, the bidder has examined its business records and states that to the best of its knowledge:

1. No Board of Education member or school system employee, or their Qualified Relative, has a Financial Interest in the company or its holding company or a subsidiary;
2. No Board of Education member or school system employee, or their Qualified Relative, is an officer, director, trustee, partner, or employee of the company or its holding company or a subsidiary; and
3. No Board of Education member or school system employee, or their Qualified Relative, is negotiating or has any arrangement concerning prospective employment with the company or its holding company or a subsidiary.

DISCLOSURES:

Attach as necessary.



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # _____

THIS AGREEMENT is entered into this ___th day of _____2020, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____ (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP #____, _____ issued by the Board and has been selected to perform _____ services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education; and

NOW, THEREFORE, in consideration of the premises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by the Contractor shall be in accordance with the following documents:

RFP #____, _____
Proposal Response dated _____.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP # _____ whose general terms, conditions and specifications and General Provisions for Professional Services are incorporated herein by reference.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on the date indicated above and continue for a period of _____ year(s), terminating _____. *The agreement may be extended _____ additional one-year periods at the sole option of the Board of Education.*

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

The Contractor shall receive full compensation for all work and services performed according to conditions outlined in the solicitation.

ARTICLE V- INSURANCE

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

WITNESS:

BOARD OF EDUCATION OF HOWARD
COUNTY

By: _____(SEAL)
Mavis Ellis, Chair
Board of Education of Howard County

APPROVED:

By: _____(SEAL)
Michael J. Martirano, Ed. D., Superintendent
Howard County Public School System

WITNESS:

By: _____
Signature

Typed Title

Company Name

Address

City, State Zip

Telephone Fax

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: _____

Name of Project: _____ **Contract/Bid Number:** _____

Reviewed by: _____ **Department:** _____

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

HOW SATISFIED. Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you feel.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.

Satisfaction with the contractor's performance:

Highly Dissatisfied **Highly Satisfied**

- | | |
|---|--------------------------|
| 1. Quality of Work. The contractor's ability to do the job right the first time. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 2. Responsiveness. The contractor's ability to adapt to changes and meet unusual needs. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 4. Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 5. Schedule Management. The contractor's ability to show up when scheduled and complete the work on time. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 6. Quality Control. The contractor's ability to identify problems and deficiencies before you do. | 1 2 3 4 5 6 7 8 9 10 N/A |

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

7. Deficiency Resolution. The contractor's ability to rapidly correct deficiencies in his or her work.	1 2 3 4 5 6 7 8 9 10 N/A
8. Submittal Management. The contractor's ability to provide submittals In a timely and efficient manner.	1 2 3 4 5 6 7 8 9 10 N/A
9. Training. The contractor's ability to provide employees well-trained in all aspects of their jobs.	1 2 3 4 5 6 7 8 9 10 N/A
10. Appearance. The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1 2 3 4 5 6 7 8 9 10 N/A
11. Security. The contractor's ability to safeguard your facilities and assets.	1 2 3 4 5 6 7 8 9 10 N/A
12. Safety. The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1 2 3 4 5 6 7 8 9 10 N/A
13. Utility Conservation. The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1 2 3 4 5 6 7 8 9 10 N/A
14. Disruptions. The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1 2 3 4 5 6 7 8 9 10 N/A
16. Quality of Materials. The contractor's ability to use high quality parts and supplies.	1 2 3 4 5 6 7 8 9 10 N/A
17. Emergency Response. The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1 2 3 4 5 6 7 8 9 10 N/A
18. Hazardous Materials. The contractor's ability to properly handle hazardous materials.	1 2 3 4 5 6 7 8 9 10 N/A
19. Innovation. The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1 2 3 4 5 6 7 8 9 10 N/A
20. Teamwork. The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1 2 3 4 5 6 7 8 9 10 N/A
21. Cost Management. The reasonableness of the contractor's costs, especially for contract changes.	1 2 3 4 5 6 7 8 9 10 N/A
22. Billing. The contractor's ability to present correct and properly documented invoices.	1 2 3 4 5 6 7 8 9 10 N/A
23. Compliance. The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others.	1 2 3 4 5 6 7 8 9 10 N/A

ATTACHMENT H TECHNICAL OVERVIEW

1. Use Cases. Provide a minimum of three use cases relating to the solicited MDR services include, but are not limited to malware infections, system availability, hacktivism, compliance, data integrity, data theft, and advanced/persistent threats.
2. Solution Architecture. Provide an overview and supporting literature describing the managed detection and response services including:
 - 2.1. Which essential services are components of the Solution? Examples: asset discovery, vulnerability assessment, network & host-based intrusion detection, SIEM correlation
 - 2.2. Is the solution an open-source platform or commercially available?
 - 2.3. What SIEM Solution is compatible with or is currently part of the Solution?
 - 2.4. Can Contractor manage HCPSS' firewalls?
 - 2.5. Discuss scalability of the Solution and related cost impacts that might incur.
 - 2.6. Discuss adaptability of the Solution as the threat environment changes.
 - 2.7. Explain threat hunting process, if proactive or not, and what tools are used.
 - 2.8. Describe the sources of threat intelligence fed into the Solution and frequency.
 - 2.9. Describe any "intelligent" controls are artificial intelligence (AI) components of the Solution
 - 2.10. Describe the staff and processes for incident review and validation for security events and escalation
 - 2.11. Can the Solution be fully maintained including upgrades, patching, hardware replacements by Provider?
 - 2.12. Would the solution be on-premises, hosted in a commercial data center, or hosted on your own servers or hybrid? Provide details regarding datacenter locations, security, business continuity
 - 2.12.1. For hosted / SaaS or hybrid solutions:
 - 2.12.1.1. Assuming a SIEM is part of the solution, how does the SIEM use the cloud? I.e. strictly analysis, send full data/metadata up, etc.
 - 2.12.2. For HCPSS on-premises proposed solutions:
 - 2.12.2.1. Physical appliance or VM (Virtual Machine)?
 - 2.12.2.1.1. If physical, describe provided redundancy of the hardware
 - 2.12.2.1.2. If VM, which platforms are supported? i.e. VMware, Hyper-V
 - 2.12.2.1.3. What HCPSS virtual resources are required to support the Solution?
 - 2.13. What resources are required for data ingestion of HCPSS information?
 - 2.14. Describe options around taps, agents, collectors, forwarders, agents, APIs, tokens.
 - 2.14.1. Taps required?
 - 2.14.1.1. If taps are required, where placed? inside or outside of firewall?
 - 2.14.1.2. Is tap traffic deduplicated?
 - 2.15. Does the Solution support cloud-based systems? i.e. GAFE, M365, IaaS, SaaS, etc.
 - 2.15.1. Can cloud-based systems be directed integrated into the Solution?
 - 2.15.2. What is needed to retrieve SaaS logs out of platforms?

- 2.15.3. Can SaaS logs be packaged for the SIEM easily? Please describe.
- 2.15.4. What resources are available to analyze historical incidents?
- 2.15.5. Is storage tiering used for performance and cost? i.e. live on SSD, archive on spindle
- 2.15.6. Where in the Solution is backup and high availability?
 - 2.15.6.1. How often are backup performed?
 - 2.15.6.2. How long are backups maintained?
 - 2.15.6.3. Is the backup on tape or disk?

2.16. Asset Classes

- 2.16.1. How do you know if an incoming event is critical or not critical?
- 2.16.2. How do you know if activity on a log source is normal or not?
- 2.16.3. Can the Solution maintain tagging, risk ratings of internal users/assets, threat rating of internals/external assets?

2.17. Value-add

- 2.17.1. Is incident remediation included as part of the core Solution and pricing?
- 2.17.2. Can staff be provided for onsite remediation in an extreme situation? i.e. Ransomware infection that has begun spreading
- 2.17.3. Discuss any SOAR (security orchestration, automation, and response) capabilities
- 2.17.4. Does the Solution integrate with industry standard firewalls? i.e. Palo Alto, Cisco
- 2.17.5. Is there CASB (cloud access security broker) integration with the SIEM or Solution?
- 2.17.6. What other devices, platforms, services, or applications could be outsourced for management?
- 2.17.7. What CMDB (Configuration Management Database) and ticketing systems can the Solution integrate with?
- 2.17.8. Can the Solution provide information for compliance reporting such as FERPA or HIPAA?
- 2.17.9. Is data breach management part of the service or offered as an option? If so, provide details.
- 2.17.10. What options are available for a future transition from managed services to in-house expertise in phases while utilizing the Solution's technology stack, if HCPSS decides to expand internal cybersecurity operations?

2.18. Security Operation Center

- 2.18.1. Would HCPSS interact directly with SOC staff or liaison through a call center?
- 2.18.2. What forms of communication would be used between HCPSS and SOC members during routine operation and when dealing with an incident?
- 2.18.3. Can SOC resources be rapidly expanded to help HCPSS when dealing with a critical situation?
- 2.18.4. Confirm if SOC's operate in a true 24hour x 7 day per week fashion, not with on-call shifts touted as 24x7.

2.19. Onboarding

- 2.19.1. Describe the onboarding process and typical timelines associated with making the Solution operational for HCPSS.
- 2.19.2. Describe baselining and tuning as part of the implementation and ongoing service.
- 2.19.3. Describe connectivity requirements to the Solution
 - 2.19.3.1. Are there secure tunnels to the cloud?
 - 2.19.3.2. Is a site-to-site VPN tunnel required for support from SOC to HCPSS network?
 - 2.19.3.3. Does Contractor require HCPSS direct all Internet traffic to MSSP?
 - 2.19.3.4. If any dedicated circuits would be required, how is that handled and is the cost part of the MSSP contract?
- 2.19.4. What is the approach to understanding HCPSS operational and security gaps that may exist, prior to implementation?
- 2.19.5. What is the approach to managing the internal team process?

- 2.19.6. Describe expectations of HCPSS staff and IT operations required for the Solution to be successful. I.e. authority, skillset, fundamental actions needed of HCPSS role holder.
- 2.19.7. How will install issues, patching, maintenance, data retention, disposal, firewall rules be handled?
- 2.19.8. How much data will be kept “live” for correlation? I.e. a week, month
- 2.19.9. What is the long-term archiving strategy? i.e. hot/warm/cold
- 2.19.10. Do ingested log sources have to be reformatted? If so, who does the repackaging?
- 2.19.11. Is there a method to aggregate logs before forwarding?
- 2.20. Ticket Management. What is the approach to ticket management?
 - 2.20.1. Does the solution integrate with existing ticketing systems? If so, which ones?
 - 2.20.2. If the client does not have a ticketing system to integrate with, what is the approach for handling tickets?
 - 2.20.3. Do tickets tie directly to log views or investigative tools?
- 2.21. Incident Management & Playbooks
 - 2.21.1. **Provide** a diagram showing the flow of incident management and staff involved.
 - 2.21.2. Explain how events get correlated.
 - 2.21.3. Explain expectations around handoff / false positives.
 - 2.21.4. Explain how the data is stored and how it is used to improve operations.
 - 2.21.5. Explain how much validation is in scope of the services.
 - 2.21.6. Would HCPSS-specific playbooks be created and automated when applicable?
 - 2.21.7. Is a HCPSS-specific knowledgebase built throughout the engagement?
 - 2.21.8. Provide a sample incident report.
- 2.22. Reporting
 - 2.22.1. Is a customizable web portal provided with the solution?
 - 2.22.2. What is the cadence of meetings during implementation and in production?
 - 2.22.3. Does Contractor catch real-world events? If not, how are issues found?
 - 2.22.4. What is the level of expertise with the provided SIEM platform’s reporting, trending, KPIs (Key Performance Indicators)?
 - 2.22.5. What types of reports can be generated?
 - 2.22.6. Describe management reporting intervals and relative goals of the reporting from Provider to HCPSS. i.e. monthly or quarterly reviews
- 2.23. System Management Access
 - 2.23.1. The Solution provides secure remote system management access from any available internet connection to support the following:
 - 2.23.2. Access to current and historical, statistical and threat information via a portal.
 - 2.23.3. Playbooks and knowledgebases related to HCPSS systems and the Solution.
 - 2.23.4. Reporting capabilities
 - 2.23.5. Is “single-pane” of glass available to manage/view the overall proposed system?
- 2.24. Solution Redundancy
 - 2.24.1. Provide a diagram showing redundancy architecture for the Solution including SOC components.
 - 2.24.2. Describe applicable business continuity and disaster recovery in place for the Solution
- 2.25. Outsourcing. Describe which components of the proposed Solution, if any, are outsourced.
- 2.26. For ALTERNATE 1 – Managed services for systems - Describe the approach, options, and components to facilitate for third-party management of systems provided in Table 1 and if any part of the offering is outsourced. Provide if this option is completely remote and relevant certifications or experience for systems that may be managed.

2.27. For ALTERNATE 2 – Staff Augmentation - Describe the approach, options, and components to facilitate staff augmentation for systems provided in Table 2 and if any part of the offering is outsourced. Provide any certifications or experience relevant for the systems where this applies.

3. Network Diagram: Provide a diagram showing overall components and network configuration for MDR services including:
 - 3.1. Data center location(s)
 - 3.2. Provider call center and SOCs
 - 3.3. Cloud-based resources
 - 3.4. On-premises resources

ATTACHMENT I
CONTRACTOR, PROCESS, STAFF AND REFERENCES

1. Schedule Timeline. HCPSS anticipates that the project will start upon award and will be completed in more than one phase resulting in ongoing managed services through the end of the contract. Please provide a schedule with projected timelines through completion for each phase.
2. Implementation Methodology, Training Materials & Acceptance Testing
 - 2.1. Implementation Methodology
 - 2.1.1. Provide a description of your company's approach for implementing projects of this size.
 - 2.1.2. Provide an overview of your organizations general implementation process including:
 - 2.1.2.1. Project management and overall project tracking
 - 2.1.2.2. Discovery process and data sources for ingestion/monitoring
 - 2.1.2.3. Equipment configuration and deployment
 - 2.1.2.4. Training
 - 2.1.2.5. Cutover
 - 2.2. Training Materials
 - 2.2.1. Please provide a list of the training assets that will be available to HCPSS such as:
 - 2.2.1.1. On-line system admin training
 - 2.2.1.2. Courseware booklets and quick reference guides and videos.
 - 2.3. Testing
 - 2.3.1. Provide a copy of your standard test plan for all proposed products and applications.
 - 2.3.2. Provide sample of your pre and post cut testing and verifications procedures and processes.
 - 2.4. Owner Responsibilities
 - 2.4.1. Provide a list of any items/resources that HCPSS will be responsible for providing for all aspects of the project including:
 - 2.4.1.1. Implementation
 - 2.4.1.2. Warranty
 - 2.4.1.3. Maintenance
 - 2.5. Assumptions. Provide details of any other assumptions taken in preparing your response to the RFP.
3. Respondent and Subcontractor
 - 3.1. Information about the Respondent
 - 3.1.1. Company name
 - 3.1.2. Legal name (if different)
 - 3.1.3. Years in business
 - 3.1.4. Number of years providing services and systems like the proposed solution
 - 3.1.5. Contact Names
 - 3.1.5.1. Primary
 - 3.1.5.2. Secondary
 - 3.1.6. Contact Phone Numbers
 - 3.1.6.1. Primary
 - 3.1.6.2. Secondary
 - 3.1.7. Contact email addresses
 - 3.1.7.1. Primary

- 3.1.7.2. Secondary
- 3.1.8. Full mailing address
- 3.1.9. Name and phone number of bonding company
- 3.1.10. Number of full-time employees
- 3.1.11. Number of technical/installation personnel who will be dedicated to the project
- 3.1.12. Names and titles of personnel who would be providing the training for the equipment or systems in this project (attach listing of experience with similar projects)
- 3.1.13. Name of person who would be project manager for this project (attach listing of experience with similar projects)
- 3.1.14. Dunn and Bradstreet Number
- 3.1.15. Qualification and Requirements
 - 3.1.15.1. The company submitting the proposal shall be the Prime Contractor. If more than (1) company is involved in the installation, training, and/or support after installation, the Prime Contractor assumes responsibility for all other companies involved.
 - 3.1.15.2. The response shall include a statement from all involved company's agreeing that the configuration shall work as specified and that all companies shall work under the Prime Contractor to resolve any configuration or interoperability problems during the implementation process at no additional cost to the Owner. Provide a statement below.
- 3.1.16. Experience and Existing Customers
 - 3.1.16.1. How many similar services/systems has the Respondent sold/implemented?
 - 3.1.16.1.1. In the area
 - 3.1.16.1.2. Statewide
 - 3.1.16.1.3. Nationwide
 - 3.1.16.1.4. K-12 Clients
- 3.2. References. All Respondents must provide a minimum of three references using the reference format provided below. The references should be similar in scope and size to the Owner's project and demonstrate the following:
 - 3.2.1. At minimum, one of the three references should be deployed in a multi-site environment.
 - 3.2.2. References should demonstrate that the Respondent has extensive knowledge of all equipment proposed and has at least (3) years of experience with the same system(s) in the same environment.
 - 3.2.3. Work performed for K-12 public school systems of comparable size and scope is preferred and will be scored higher.
 - 3.2.4. Reference 1:
 - 3.2.4.1. Organization Name
 - 3.2.4.2. Address
 - 3.2.4.3. Type of Business
 - 3.2.4.4. Contact Person
 - 3.2.4.5. Telephone Number
 - 3.2.4.6. Email Address
 - 3.2.4.7. Dates of Installation
 - 3.2.4.8. Description of Services
 - 3.2.4.9. Number of host/systems/identities monitored
 - 3.2.4.10. Number of Locations

3.2.5.Reference 2:

- 3.2.5.1. Organization Name
- 3.2.5.2. Address
- 3.2.5.3. Type of Business
- 3.2.5.4. Contact Person
- 3.2.5.5. Telephone Number
- 3.2.5.6. Email Address
- 3.2.5.7. Dates of Installation
- 3.2.5.8. Description of Services
- 3.2.5.9. Number of hosts/systems/identities monitored
- 3.2.5.10. Number of Locations

3.2.6.Reference 3:

- 3.2.6.1. Organization Name
- 3.2.6.2. Address
- 3.2.6.3. Type of Business
- 3.2.6.4. Contact Person
- 3.2.6.5. Telephone Number
- 3.2.6.6. Email Address
- 3.2.6.7. Dates of Installation
- 3.2.6.8. Description of Services
- 3.2.6.9. Number of hosts/systems/identities monitored
- 3.2.6.10. Number of Locations

3.2.7.Subcontractors. Identify all subcontractors or partners used for any purposes. Failure to disclose subcontractors/partners may lead to disqualification. Include separate sheet(s) labeled "Subcontractors/Partners," if necessary. Details should include business name, years of experience, and function performed.

3.3. Other Organizational Attributes

- 3.3.1.How many years has the Provider operated as an MSSP?
- 3.3.2.Provide time and a general statement regarding current or past data breaches of Provider network impacting client data.
- 3.3.3.Describe primary industries and vertical markets where operating as an MSSP.
- 3.3.4.Describe available service offerings related to the MSSP including managed detection and response, remediation, managed services, and staff augmentation and types of employee certification requirements as they relate to the various service offerings
- 3.3.5.Describe the core competency of the organization regarding service offering and regarding MDR services.
- 3.3.6.Provide case studies for MDR and the requested Alternate services mentioned in this RFP.
- 3.3.7.Describe client account management and what HCPSS should expect
- 3.3.8.Describe dispute resolution and how situations where conflicts regarding responsibility are handled
- 3.3.9.Describe what, if any, components of the requested Solution or service are outsourced
- 3.3.10. Include any notable standard contract terms that HCPSS should be made aware

4. Service after Implementation

- 4.1. Provide the address of Respondent's Security Operations Center closest to HCPSS:
 - 4.1.1.Company
 - 4.1.2.Address
 - 4.1.3.Telephone Number

- 4.2. Provide the address of Respondent's alternate Security Operations Center:
 - 4.2.1.Company
 - 4.2.2.Address
 - 4.2.3.Telephone Number

4.3. Provide available service level agreements related to the proposed Solution.

4.4. If offered, what is your guaranteed on-site response time for a critical incident warranting onsite support?

4.5. Provide an overview of the Security Operations Center(s) including:

4.5.1. Locations and hours of operation

4.5.2. Staffing

4.5.2.1. Provide a diagram showing roles, teams, layers, certifications, and quantity of staff members

4.5.3. How many other clients are being managed and monitored through the SOC(s)?

4.5.4. Provide documentation if the SOC(s) are certified and dates

4.5.5. Explain how SOC(s) operations are validated (how to know instrumentation is catching what is expected)

5. Project and Maintenance Team

5.1. Provide names, titles, resumes, and training certificates of the implementation project team members who you anticipate could be assigned to this project. Provide the names of three (3) clients in which the proposed project team member held a similar position.

5.2. Provide names, job titles, and training certificates of service personnel who you anticipate could be assigned to the Owners project after installation.

**ATTACHMENT J
EXCEPTIONS AND CLARIFICATIONS**

1. All exceptions and clarifications to the RFP are to be provided in this section of your technical proposal.
2. Provide the paragraph number(s) for all items that you take exception with and provide an explanation/reason for the exception. Provide a solution to the exception if applicable.

**ATTACHMENT K
PRICING QUESTIONS**

(Do not use this attachment for your Price Proposal)

1 Pricing / Licensing

1.1 Managed Detection & Response Services (MDR)

- 1.1.1 Describe the pricing/licensing model for MDR services (i.e. per user or per endpoint fixed cost is preferred) including maintenance.
- 1.1.2 Use the cost worksheet found in the appendices to provide a total cost of ownership (TCO) breakdown for the MDR Solution over a 5-year term. See SECTION IV: Scope of Work item 1.10 Populations for quantities that may assist in calculations. All hardware, software-related maintenance should be part of a single annual cost.
- 1.1.3 How many servers, endpoints, and/or user identities can be monitored under the standard pricing agreement?
- 1.1.4 Would HCPSS own any hardware or software provided in the Solution?
- 1.1.5 What hardware or software is included in the pricing?
- 1.1.6 List all services included in the pricing.
- 1.1.7 Is there a cost per log source?
- 1.1.8 What types of log sources are included in the pricing?
- 1.1.9 Do events per second (EPS) play a role in the pricing?
- 1.1.10 Are there additional storage costs related to data retention?
- 1.1.11 Is there any additional cost for moves, adds, or changes after implementation?
- 1.1.12 What exactly is included in annual maintenance?
- 1.1.13 What if annual maintenance is not renewed during the contract?
- 1.1.14 If a cloud-based Solution were used, is there any costs for HCPSS to retrieve their data from the Solution at the end of a contract?
- 1.1.15 If a support issue arises that requires some reconfiguration, are there professional services fees or is that part of routine support?
- 1.1.16 How often is the solution updated with new features or enhancements and is that included in annual maintenance fees?
- 1.1.17 Ensure to provide a fee schedule for any fees related to the services requested that HCPSS may not have included in this RFP.

1.2 ALTERNATE 1: Managed Services for Systems

- 1.2.1 List any additional pricing components that HCPSS should be aware of beyond the NRC and annual costs for managing each system in Table 1 under the Scope of Work Section.

1.3 ALTERNATE 2: Staff Augmentation

- 1.3.1 List any additional pricing components that HCPSS should be aware of beyond the fixed hourly rate for ad-hoc staff augmentation for each system in Table 2 under the Scope of Work Section

**ATTACHMENT L
COST WORKSHEET**

Managed Cybersecurity Services Solutions RPF NO. 002.21.B5

* Contact ted_ludicke@hcpss.org for Attachment L in Excel format

For all items requested in this section, the Respondent shall include the cost to provide all hardware, software, equipment, shipping labor, and travel expense to provide, install, configure, and cutover or make operational a fully functioning managed detection and response service that includes remediation services on a 24X7 basis. The pricing will be based on the requirements provided in the RFP and this table.

ARC = Annual Recurring Cost Including Fees and Surcharges

NRC = Non-Recurring One Time Cost

Managed Detection & Response Service (MDR)	
PRICING	MDR Services
NRC	\$0.00
ARC Year 1	\$0.00
ARC Year 2	\$0.00
ARC Year 3	\$0.00
ARC Year 4	\$0.00
ARC Year 5	\$0.00
Total 5-year Cost	\$0.00

For each system requested in this section, the Respondent shall include the cost to manage each system. The pricing provided should include any costs to provide all hardware, software, equipment, shipping, labor, and travel expense to provide, install, configure, and cutover or make operational and begin system or service management of listed systems. The pricing will be based on the requirements provided in the RFP and this table.

ARC = Annual Recurring Cost Including Fees and Surcharges

NRC = Non-Recurring One Time Cost

ALTERNATE 1: Managed Service or Device

PRICING	Palo Alto Firewall	L2/L3 Networking	Microsoft365	G-Suite for EDU	Workday	Synergy	Canvas	Hoonuit
NRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ARC Year 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ARC Year 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ARC Year 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ARC Year 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ARC Year 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total 5-year Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

For each system requested in this section, the Respondent shall include the fixed hourly rate to provide an experienced and certified (where applicable) resource to assist with a variety of system management tasks for each system listed on an ad-hoc basis. The pricing will be based on the requirements provided in the RFP and this table. Respondents may provide up to three fixed hourly rates that reflect increasing skillsets. I.e. Tier 1, Tier 2, Tier 3

ALTERNATE 2: Staff Augmentation

PRICING	Palo Alto Firewall	L2/L3 Networking	Microsoft365	G-Suite for EDU	Workday	Synergy	Canvas	Hoonuit
NRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Hourly Rate – Tier 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Hourly Rate – Tier 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Hourly Rate – Tier 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00