

TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen

Melissa A. Malone, Town Administrator

James Errickson , Deputy Town Administrator – Operations

Robert LeFrançois, Information Technology Director

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: June 16, 2020

SUBJECT: CONTRACT AWARD

Comprehensive Managed Information Systems Network Security Services-as-a-Service

On March 16, 2020, sealed proposals were received in response to the Town of Natick's RFP for Comprehensive Managed Information Systems Network Security Services-as-a-Service. Timely proposals were received from four (4) proposers. (See attached.)

The most advantageous proposal from a responsive and responsible proposer was submitted by Winslow Technology Group, LLC, 303 Wyman Street, Suite 210, Waltham, MA 02451 has submitted a price of \$91,289.13 for the main contract work.

Mr. LeFrançois and I have vetted references satisfactorily. We recommend that the Selectmen award the contract to Winslow Technology Group, LLC for the amount of its price proposal.

Please advise if you have any questions or require additional information.

Proposals Received: 03/16/20
Newspaper Advertisement: 02/11/20
(MetroWest Daily News)
Town Hall Posting: 02/06/20
Website Posting: 02/06/20
Goods and Services Publication: 02/17/20
COMMBUYS 02/06/20

* Tyler's proposal, although lower in dollar amount, constituted a largely external and incomplete solution. See part 2 for further detail. Routine procurement forms also missing from Tyler's proposal.

Funding information: 1) 00020644 520308 IT SECURITY ASS.- \$40,000

2) 0115503 583900 SOFTWARE SYSTEM - \$51,289.13

Total - \$91,289.13

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				RFP R	Registry of Proposals	roposals						
Proposals - Comprehensive Managed Information Systems Network Security Services-as-a-Service	zed Informat	ion System	s Network 5	ecurity Serv	vices-as-a-S€	ervice						
Date & Time: March 16, 2020, 11:00 A.M. local time) A.M. local t	ime						-				
	Envelopes Sealed & Marked	Number of Modifications	Certificate of Non-Collusion	Tax Compliance (Certification	Cert. of Corporate Proposer	Conflict of Interest Certificate	Signature of Proposer & Addenda	Certificate of Insurability	Compliance with MGL 1518	Certificate of Non-Debarment	Prices	
Company Name												
Tyler Technologies	×	0	Forms??								Tyler - \$1,000 one time fee, \$30,000	30,000
Winslow Technologies Group	×	0	ALL PRESENT	ENT	_	***				**************************************	annual fee, subject to annual increas plus \$11,200 per external penetration	increas netratio
HCH Enterprises	×	0	ALL PRESENT	ENT	-	-	14				test and plus \$5,400 per external	rnal
Hub Tech	×	0	ALL PRESENT	ENT	H						Vulnerability test. 1 otal-\$47,600.00	00.00
					100		Addition to the state of the st	, constant			Ilvo internal test quoted, apparently Incomplete scope.	entily
	HCH: \$653,696.00 for all service includes all testing, with internal.	696.00 for a esting, with	HCH: \$653,696.00 for all services quoted. Quote includes all testing, with internal.	oted. Quote	Hub Tec	Hub Tech: \$16,316/mo. 1 year cost	no. 1 year c	ost = \$195,792	792	- Work with the second of the	Winslow - \$91,289.13 for all services quoted. Several a la	
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											selected. Quotes do not vary scope of work	scope
A CONTRACTOR AND A CONT			- Luuressaannan - Luuressaanna		7	0				9	Quote includes all testing, with	<u>.</u>
Remainder of certificates will be reviewed when price proposals are opened following Roview Commiltee review and input. CPO Signature:	s opened following Revie	view Committee review a CPO Signature:	and input.	JUN TO			13/1					┐.
	Witn	Witness Signature:	Me	Musa	Do	0	16-26					
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This Contract is made this twenty-second day of June, 2020, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," or "the Town") and Winslow Technology Group, LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 303 Wyman Street, Suite 210, Waltham, MA 02451 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide Comprehensive Managed Information Systems Network Security Services-as-a-Service, as set forth in the Request for Proposals for Comprehensive Managed Information Systems Network Security Services-as-a-Service in the Town of Natick ("RFP"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Amendments to Contract (if any)

Second Priority: Contract

Third Priority: Addenda to the RFP (if any)

Fourth Priority: RFP

Fifth Priority: Contractor's Proposal.

5. Payment

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In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED - NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
- d. Professional Liability Insurance (Including Errors and Omissions) -

\$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a claims made basis, the effective period shall extend for a term of six (6) years after the end of this Contract.

- e. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:
 - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall

be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

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By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED - NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED - NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy

obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's preemployment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written

notice to the Contractor.

- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

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Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: James Errickson

Deputy Town Administrator - Operations

Natick Town Hall 13 East Central Street Natick, MA 01760

With copies to: Karis L. North, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410

Quincy, MA 02169

If to the Contractor: President

Winslow Technology Group, LLC 303 Wyman Street, Suite 210

Waltham, MA 02451.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without

collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- 1. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by
 Massachusetts law are inconsistent with other, non-statutory sections
 in this agreement, any statutorily-mandated provisions contained

herein shall control.

- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left intentionally blank.)

The Town of Natick, Massachusetts by: the Natick Board of Selectmen	Winslow Technology Group, LLC by:
Jonathan H. Freedman, Chairman	Signature
Karen Adelman-Foster, Vice Chairman	Printed Name
Richard P. Jennett, Jr., Clerk	Printed Title
Michael J. Hickey, Jr.	
Susan G. Salamoff	
Dated:	Dated:

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

certify that an appropriation in the amount	s of M.G.L. Chapter 44, Section 31C, this is to of this Contract is available therefor, and that d to execute this Contract and to approve all
Arti P. Mehta Comptroller, Town of Natick	Dated:
APPROVED AS TO FORM ONLY, AND	NOT AS TO SUBSTANCE:
	Dated:

Karis L. North, Esq.

CERTIFICATE OF VOTE

I,		, hereby certify
(Clerk	/Secretary)	
that I am the dul	y qualified and acting	
(Corpora	tion Name)	(Title)
held on	•	ctors of said Corporation duly called an all Directors were present and voting,
	horize and empower either;	
(Name)	(Title)	
(Name)	(Title); or	
(Name)	(Title),	
any or Corporation.	ne acting singly, to execute all co	ontracts and bonds on behalf of the
	that the above vote is still in effective not been changed or modified in	ect on this the day of any respect.
	Signature	
	Printed Name	
	Printed Title	

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

ATTACHMENT A TOWN OF NATICK PRICE PROPOSAL FORM

The undersigned Proposer hereby submits a price proposal to provide Comprehensive Managed Information Systems Network Security Services-as-a-Service in the Town of Natick.

Printed Name of Proposer:
Winslow Technology Group
Address: 303 Wymon St.
Waltham MA 02451
The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:
Potal Price in Words: Ninety One Thousand Two hundred Eight Nine dolbes
Fotal Price in Numbers: 491,289,13
The PROPOSER acknowledges receipt of addenda nos
(Please write out all addenda. E.g., for three (3) addenda issued, write "1, 2, and 3" above. Do not write "1-3" or "3."
Authorized Signature South + DIN 5 Low
Printed Name PRESIDENT
Printed Title

Winslow Technology Group Arctic Wolf Networks

Managed Security Services Price Proposal for:



Prepared By: Chris Evans, Senior Account Executive, WTG Jonathan Mielke, New England Sales Account Representative, AWN

Date: March 10th, 2016

Contact Name	Company	Role	Email	Phone
Jonathan Mielke	Arctic Wolf	New England Account Rep	Jonathan.mielke@arcticwolf.com	(612) 910-7170
Matt Rohweder	Arctic Wolf	Security Engineer	Matthew.Rohweder@arcticwolf.com	(612) 516-5118
Chris Evans	Winslow Technology Group	Senior Account Executive	Cevans@winslowtg.com	(954) 654-9844

Arctic Wolf Managed Security Services Price Proposal

Scope of Work

Scope Configuration:

Number of Users: 300 (included Police in above scope and below pricing)

Total number of servers *both physical and virtual*: 36

Total number of Arctic Wolf sensors: 4 x AW 200 series sensors

Data Retention: 1 Year G-Suite User licenses: 500

Pricing includes:

Arctic Wolf Managed Detection and Response includes:

- Fully managed and hosted SIEM
- · 2 Enterprise level SOCs with 100+ security experts (CISSP credentials)
- Centralized platform for log aggregation and correlation
- 24x7x365 network security monitoring & security remediation
- · Full threat surface level visibility and monitoring
- · Primary Concierge Security Engineer to augment your team
- · Remote incident response and personalized remediation services
- · External vulnerability scanning scan run monthly
- · Monthly and quarterly reporting
- Arctic Wolf agent deployed on workstations
- · Ad hoc reports generated at your request
- · Business, technical and compliance level reporting
- Threat intelligence feeds enriched to log data collected
- 24x7 Monitoring, Detection, Response and Remediation of O365
- · Unlimited Log Volume and events per second
- · 90-Day standard log retention
- · Unlimited number of custom rules
- · Managed IDS & human assisted IPS



Arctic Wolf Managed Risk includes:

Arctic Wolf Analytics and Reporting

- Risk roll-up of internal + external vulnerabilities
- Risk prioritization and workflow integration
- Integrated threat feeds, latest exploits
- Executive reporting snapshots
- Custom reporting for analytics or alerts

External Vulnerability Assessment

- Asset discovery based on root domains & IP addresses
- Automatic IP, domain, sub-domain detection
- Dynamic perimeter model
- External vulnerability scanning
- Dark Web Data Sources

Internal Vulnerability Assessment

- Dynamic asset discovery and credential scanning
- Asset inventory, categorization, notes, and tags
- Asset mapping IP, DNS, Netbios history
- Continuous Internal vulnerability scanning
- Scanning schedules with blacklisting capability
- Host-based: Inventory enrichment, Vulnerability detection

Host-based Vulnerability Assessment

- Arctic Wolf Agent
- Proactive risk monitoring
- Audit reporting
- **Configuration Baselines**

Penetration Testing

Line Qty Description Unit Amount Ext. Amount

1 Professional Services
2 20 Vancord Penetration Testing 20 Hour Block \$400.00 \$8,000.00

**Notes: *Total: \$8,000.00

*Plus Applicable Taxes

Financially Managing the Security Challenge



area a water a british processes 🛊	algo, i va vali sloveni di francos 📳	resolvence contribution of \$	that of the production of the particle of the
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Alert Triaged	Humber of Companies
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11-21% are traped 25-47% are traped	32k 21k
50-76% are triaged	11%
75% or more are triaged	68

- Gartner reviewed Arctic Wolf services and stated it would require 8-12 resources to hire internally to provide equivalent level of services they offer
- This doesn't include costs to find, train and retain these high demand resources
- 4 out of 10 organizations are lacking security expertise and expected to grow according to Gartner
- On avg. SIEM deployment 9-12 months & on avg. managing 17,000 alerts per week = hard to manage with lean IT team
- 93% of security personnel are overwhelmed by alert data and unable to triage all incidents that are of threat
- Each day, 4,000 ransomware attacks (4x growth since 2015)
 with an estimated \$5B in damages (15x growth since 2015)

IDG and Symantec: Global demand for the cybersecurity workforce is expected to rise to 6M this year with a projected shortfall of 1.5M jabs. This means that 25% of available jabs are not being filled.

Recruiting Firm Robert Half: Employees across security organizations are seeing larger than average gains in pay with increases between 7-10% annually.

ARCTIC



303 Wyman St. Ste 210, Waltham, MA 02451-1253 t. (781) 471-5021 f. (617) 507-6427

Sold To

Town of Natick Bob LeFrancois 13 East Central St Natick, MA 01760 United States

Phone 508 647-6472

Fax

Ship To

Town of Natick Bob LeFrancois 13 East Central St Natick, MA 01760 United States

Phone 508 647-6472

Fax

QUOTE

Number

WTGQ25705

Date [⊥]

Expiration

4/11/2020

Account Executive

Chris Evans (954) 654-9844

cevans@winslowtg.com

Line	Qty	Description Unit	: Amount Ext	. Amount
1		Professional Services		
2	20	Vancord Penetration Testing 20 Hour Block	\$400.00	\$8,000.00

**Notes:

*Total:

\$8,000.00

*Pius Applicable Taxes



303 Wyman Street, Suite #210 Waltham Ma 02451

Chris Evans, Senior Account Executive, 954-654-9844

Town of Natick Massachusetts
75 West Street Natick MA 01760
Letter of Transmittal
Response to RFP – Comprehensive Managed Information
Systems Network Security-As-A-Service

DEAR NATICK BOARD OF SELECTMEN,

Thank you for the opportunity to respond to your need for security services. Winslow Technology Group is a Massachusetts based IT Service Provider, and Value Added Reseller, supporting customers globally for over 16 years. WTG has an established relationship with the Town of Natick and have worked alongside your team to provide, and implement, the town's IT Infrastructure. We are best suited to compliment this infrastructure with security.

In response to your request, we have included a full response outlining how our proposal meets 100% of the criteria provided by your offices. The enclosed proposal is effective for at least sixty (60) calendar days from the deadline date, March 16th 2020, or from the date upon which the RFP is cancelled, whichever occurs first.

One area I would like to highlight is #4 of the Scope of Work, page 5 of 22 of the RFP. External Penetration Testing has been addressed by our proposal as a separate quote in the Price Proposal. I separated this out because it will be a block of hours, rather than included in the annual subscription service that addresses all other requirements of the RFP. The total listed on Addendum A – Price Proposal Form, includes cost for both quotes and the scope of each service is listed in the appropriate section of the *Non-Price Proposal* documents.

Thank you for the opportunity to earn your business.

Christopher Evans Senior Account Executive 954-654-9844 Cevans@winslowtg.com





Winslow Technology Group Arctic Wolf Networks

Managed Security Services Executive Summary and **Non-Price** Proposal for:



Prepared By: Chris Evans, Senior Account Executive, WTG
Jonathan Mielke, New England Sales Account Representative, AWN

Date: March 10th, 2016

Contact Name	Company	Role	Email	Phone
Jonathan Mielke	Arctic Wolf	New England Account Rep	Jonathan.mielke@arcticwolf.com	(612) 910-7170
Matt Rohweder	Arctic Wolf	Security Engineer	Matthew.Rohweder@arcticwolf.com	(612) 516-5118
Chris Evans	Winslow Technology Group	Senior Account Executive	Cevans@winslowtg.com	(954) 654-9844







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Introduction

Arctic Wolf redefines cybersecurity. Arctic Wolf was founded not just to make cybersecurity better, but to redefine it. Co-founders Brian NeSmith and Kim Tremblay realized that cybercriminals were innovating faster than the industry, and so a fundamentally new approach was needed. The answer to better cybersecurity is not buying and deploying the newest silver bullet solution but developing a complete program that can adapt to the ever-changing security landscape. Arctic Wolf partners with companies to do this by delivering a unique managed security service that is tailored to fit exactly what each customer needs.

Am I safe? This is the hardest question to answer in security, and it is the only question that really matters. Large enterprises can afford to set up 24×7 security operation centers staffed with teams of people, essentially throwing millions of dollars at the problem. Arctic Wolf was founded to serve and protect entities who cannot afford to simply throw money at the problem and are operating with staff constraints but have a goal to improve their cybersecurity posture and minimize the risk of cyberattacks impacting their core operation.

Our people possess the uncommon desire to protect our customers from ever changing cybersecurity threats. Our first responsibility is to you and the Town's security. We take the trust that you have placed in us seriously, and we work diligently to keep that trust. In everything we do, we strive to protect your information. Everyone, regardless of their role, understands security, and we act and make decisions with due consideration for security.

For more information, visit us at: www.arcticwolf.com

Follow us on:















Company Origins & Overview

Security is in our DNA...



Brian NeSmith
CEO & Founder

Blue Coat Systems President & CEO Ipsilon President & CEO



Kim Tremblay Co-Founder, Head of R&D

Blue Coat Systems VP of Engineering MKS Director of Engineering

Arctic Wolf Networks was founded in April 2012 and is a privately-held, venture backed company. Based in Sunnyvale, California we currently have 400+ employees and three additional regional offices. Our organizational structure includes Development Engineering, Security Engineering, Systems Engineering, Sales, Operations, Manufacturing, Marketing, Product Management and G&A.

Arctic Wolf has been providing Managed Detection and Response ("MDR") and Security Operations Center as a Service ("SOCaaS") for 7+ years. Managed Risk has been offered since 2019. We have received four rounds of funding, and most recently announced series D funding of \$60M. We continue to see an increase of new investor interest and our core investors continue to invest in Arctic Wolf's growing business model totaling over \$150M in venture backed funding.

Town of Natick would be assigned a Customer Success Manager ("CSM") and a Customer Success Project Manager ("CSPM"). The CSPM is engaged during the initial onboarding to help drive the implementation process. The CSM is involved from that point forward helping drive any of the business level conversations. Town of Natick would also be assigned a Concierge Security Team. This CST is responsible for the security outcome of a customer. They leverage a team of individuals to make sure services are implemented, triage and forensics on alerts happens, and run quarterly strategic meetings. This CSE is a skilled security expert that understands how to perform incident forensics and incident handling.







Arctic Wolf Overview

Cybercriminals are innovating faster than the industry, requiring a fundamentally new approach to addressing the threat of attack. The answer to better cybersecurity is not continually buying and deploying the latest silver-bullet solution, but developing a complete program that adapts to the ever-changing security landscape. Arctic Wolf partners with companies to deliver a unique managed security services offering that is tailored to fit each customer's unique needs.

Large entities can afford to set up 24×7 security operations centers staffed with teams of people, essentially throwing millions of dollars at the challenge of security. Arctic Wolf was founded to serve and protect entities with budget and security staff constraints but challenged with an affordable way to protect their business from everchanging cybersecurity threats

Background

2012 400+ 1,500+

Founded Employees Customers

Gartner. • ISO27001/2013

CDM

Winner

- Certified
- SOC 2 Type II · HIPAA/HITECH
- Privacy Shield

Industry Cybersecurity Challenges

Mean Time to Identify (MTTI) Malicious and Criminal Attacks Mean Time to Contain (MTTC) the Attack

214 Days

70% of Organizations are unable to process more than 60% of their security event data.



1.5M shortfall Cyber Security Skills Gap 6M jobs between 2019-2021

Audit/Compliance Drivers

- PCI DSS
- NIST 800-171
- FFIEC-NCUA HIPAA
- Vendor Risk MGMT Forms

Installation

Nefarious hackers, cybercriminals, and bad actors seek means, pathways, and vulnerabilities to gain unauthorized access to exploit computer devices and networks. This cyber kill chain describes the seven stages of any targeted attack. Each stage presents an opportunity for companies to detect and mitigate that attack.

Arctic Wolf helps Detect and Respond to the Top 5 Attack Vectors:

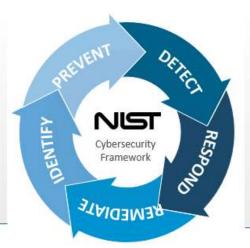
- · Malware/Ransomware
- Phishing
- PUP Adware
- · Account Hijacking
- Unpatched Outdated Software

4



Innovative Risk-Assessment Service

- · Identifies vulnerabilities in networks and endpoints
- Prevents known attacks BEFORE they occur by limiting the attack surface





Industry Leading MDR Service

- Provides Managed Detection and Response
- Detects attacks DURING and AFTER they occur

















Executive Summary

Executive Summary

Arctic Wolf Networks is pleased to submit a **non-price** proposal to the Town of Natick's comprehensive managed information systems network security services project.

At Arctic Wolf Networks, we understand that security is a priority for our customers, their employees, and their end users. However, we recognized early on that there is a lack of security resources available in the marketplace. Additionally, the ones that are available are expensive. Cybersecurity should not be limited to large corporations with extensive IT budgets. Enter Arctic Wolf Networks. We build our company by providing a desperately needed service that provides you resources and an affordable way to collect and monitor logs from your environment. We do the heavy lifting, and are able to deploy, manage and utilize an effective combination of expertise and tools to detect threats to your business and assets. We improve real-time threat detection and provide better protection than traditional security service providers. Our service is unique in the market and is not delivered by most security service providers because they lack the security expertise, or it does not fit their business of IT service management. With AWN CyberSOCTM, you work with your assigned Concierge Security Team (CST), which comprises of a Concierge Security Engineer (CSE) and a Concierge Security Analyst (CSA). They act as trusted security advisors for your internal IT team, so you always have direct access to them by phone or email. They conduct both routine and non-routine tasks to improve your security posture. Companies choose Arctic Wolf Networks for the following reasons:

Service:

- Concierge Security Team: We provide an ongoing white glove service to you and your team –
 your named Concierge Security Engineer (CSE) & Concierge Security Analyst will become an
 extension of your team to help in all things security including audits, custom reporting, board
 decks, exec meetings, monthly external vulnerability scans and reports, etc.
- **R&D:** Dedicated team of developers to ensure we continually improve the tools/systems/new applications/SaaS leveraged to support the CST and in turn you the customer.
- 24x7x365: Dedicated active monitoring included in our service around the clock.

<u>Technology:</u> We have built our own platform which allows us to set our business model and pricing as we see fit/meets our customer's business needs.

• **Deep packet inspection**: Our service delivery (sensor) allows for deep packet inspection providing you with an additional source of threat intelligence included in our service both at the network level and within the SIEM/platform.







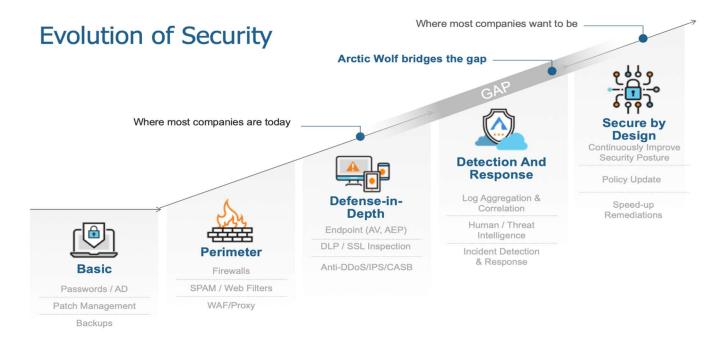
- Custom Rule Engine: Ability to create custom rules for your environment based on any number of filters. Unlimited.
- Cloud Attack Surface Visibility: As your business considers cloud and cloud apps we want to
 make sure that attack surface is also covered. We can ingest SaaS/laaS admin level activity logs
 to identify threats to your cloud-based solutions (e.g., G-Suite, O365, AWS, Azure)
- Cloud Based: Easy scalability, Unlimited Log volume, upgrades, reduced complexity and cost

<u>Rapid time to value:</u> Because our service has been customized and vetted over 5+ years our service is extremely easy to deploy and implement. This makes your time to value extremely short as compared to other vendors that require agents on every device and different approaches to log collection. Our typical client onboarding timeframe is less than 40 business days from the moment a project signature is commenced to project completion.

AWN CyberSOC™ service is built on Arctic Wolf's industry innovations of Hybrid AI, Custom Rule Engine (CRulE) and Security Optimized Data Architecture (SODA). AWN CyberSOC™ goes beyond other security services. Unlike services from traditional security service providers, AWN CyberSOC™ provides outcome-based services focused on proactive detection of advanced targeted attacks that have bypassed your existing perimeter controls. Arctic Wolf Networks provides the most effective defense on the market today and is poised to be the best provider for you.

The Security Journey

The Security landscape has evolved. Thanks, in large part, to Arctic Wolf Networks pioneering Managed Risk and Detection. Please join us on the "The Security Journey."











Basic

1. First came basic security:

- Passwords and Active Directory identities to make sure that only authorized users can perform sensitive operations
- b. Backup and restore, so that malicious activity can't permanently destroy data
- c. Patch management, to repair vulnerabilities as vendors identify them

Basic security, however, does not stop hackers and malware from compromising sensitive systems.



2. Next came perimeter security:

- Firewalls, to allow legitimate network traffic and prevent malicious activity
- Spam and web filters, to prevent phishing and web-based attacks
- Web application firewalls and reverse-proxies to protect web applications

But viruses and malware became more sophisticated and able to bypass perimeter controls.



- a. Endpoint protection—like anti-virus—to detect malware compromising endpoints
- b. Data loss prevention software, which detects leakage of sensitive data to bad actors
- c. User and entity behavior analytics, to discover anomalous activity performed by users and devices on the network

Today, most small to mid-size enterprises (SMEs) are here. But prevention security cannot stop all sophisticated and advanced threats in real time. Businesses remain exposed to ransomware, persistent threats, sophisticated social attacks and human configuration errors.



Prevention









4. The next step is a security operations center (SOC):

SOCs come with security information and event management (SIEM) technology, security experts and detection and response processes.

- Sensors collect logs, inspect network traffic, monitor systems, and integrate security product data
- b. Advanced analytics technology examines the data for signs of compromise
- c. Security experts evaluate alerts and identify ongoing attacks

A SOC is not simply a log aggregation tool. It includes a security team that monitors the network, detects intrusions, and provides actionable information about cyberattacks to the IT team.

More mature IT organizations have the budget to build this capability in house; SMEs, however, are likely to rely on a SOC-as-a-service partner, which eliminates the need for an organization to hire its own security experts and purchase the associated tools.

This solution provides the most effective defense on the market today.



The final step is to achieve a security state of what we call secure by design:

- Continuous scans and 24x7 monitoring occur detecting for, responding to and remediating malicious and/or abnormal activity within your environment
- b. The speed at which security incidents are remediated are down to minutes
- c. Audits are more easily achieved and less headaches for your team

Secure by Design

Achieving a secure by design state means the necessary layers to addressing the security problem within your unique environment have been implemented

Security is a journey, not a destination. Most companies are at some point along this security journey and may have also implemented solutions from earlier stages. But unless you have a comprehensive managed security services platform, with a dedicated security team monitoring your network and system activity, you are vulnerable. AWN CyberSOC provides an additional layer of security which is necessary to identify and respond to advanced threats.













Town of Natick RFP Requirements

Item	Scope of Work	Proposed
iteiii	Scope of Work	Порозец
a.	Vendor provides labor and materials necessary to and provide a comprehensive managed security services for the Town's information systems network	- AWN
b.	Managed security services offering aligns with NIST Cybersecurity Framework offering a comprehensive and layered approach to managing security • Identify, Protect, Detect, Respond, Recover	- AWN
C.	Managed Detection and Response Service (and each capability):	
	Fully Managed & Hosted SIEM	- AWN
	 24x7x365 network and log monitoring capabilities 	
	 2 leading Security Operations Center (100+ security resources) monitoring threat surface 24x7 	
	 Centralized platform for log aggregation and correlation 	
	Threat detection & remote incident response	
	 Log data enriched by various leading threat intelligence services 	
	 Flexible log storage capabilities to meet audits and compliance regulations 	
	 Added visibility and monitoring on workstations ~ AW agent 	
	 Monthly & Quarterly Reporting (Executive + Technical) 	
	 Quarterly Business Service Reviews 	
	 Unlimited Log Volume and Events Per Second 	
	Unlimited number of custom rules	
	 Fully managed intrusion detection system 	
	Strategic Security Insight	
	 Unlimited access to dedicated security team 	
	 Low noise, high signal platform (eliminate internal IT staff managing security incidents) 	
	 Unlimited access to concierge security team 	







d.	 Managed Risk Service (and each capability): Continuous internal vulnerability scanning (anything with an IP address) Weekly external vulnerability scanning Quantifies risks from external networks, internal networks and endpoints Risk prioritization based on severity, latest exploits and business impact Asset discovery based on root domains and IP addresses Host based: inventory enrichment and vulnerability detection Identify and remediate security threats in real-time 	- AWN
e.	External and Internal scans and vulnerability testing (and each capability): Deployment of services via scanners Port scanning capabilities Service identification capabilities System identification capabilities Vulnerability testing and verification Prioritization and Remediation	- AWN
g.	 Vulnerability Testing and Scanning Focused on external facing interfaces exposed to the internet Scans performed and focused on domain information Scans performed and focused on IP ranges 	- AWN
h.	 External Penetration Testing Against Town firewalls Against other targeted systems provided by the Town's guidance 	WTG/Vancord







NIST Cybersecurity Framework

Arctic Wolf Networks Managed Security Services platform is leveraged to deliver two services. The first service is the *Managed Detection and Response (MDR)* and the second service is *Managed Risk (MR)*. Both of which are proactive by design, offer a comprehensive layered approach to managing security and solve for the five pillars of NIST Cybersecurity Framework (Identify, Protect, Detect, Respond and Recover). Both offerings not only provide an additional layer to network security protection, but also offer managed security protection on critical assets, systems, servers, cloud applications, and endpoints resulting in a comprehensive managed security offering.

Arctic Wolf SOC-as-a-Service

Comprehensive Managed Security Services







Innovative Risk-Assessment

- Prevents known attacks BEFORE they occur by limiting the attack surface
- Continuous vulnerability scanning of networks and endpoints
- Quantifies risk from external networks, internal networks and host based agents
- ► Comprehensive risk profiling



Industry Leading Managed Detection and Response

- Detects attacks DURING and AFTER they occur
- 24x7 advanced threat detection powered by our Concierge Security
- Analysis of billion of events and real-time correlation against IOCs
- ► Advanced forensics
- Threat hunting via deep analytics and machine learning

Arctic Wolf Managed Security Services

CyberSOC Service Overview

A Security Operation Center (SOC) is the most essential element of modern security. But SOCs are expensive, complicated and far beyond the reach of most small enterprises. So many take the easy route and invest in products, but investment in new security products is no guarantee of security.

AWN CyberSOC™ differs from traditional managed security services. It is a dynamic combination of world-class Concierge Security Engineers, advanced machine learning, and actionable security

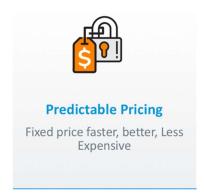




intelligence. Your Concierge Security Team (CST) conducts both routine and emergency tasks to protect you from known and unknown threats.







Unique Differentiators

The core differentiation of our security offering is how we deliver the services, how clients can personalize the solution and how customers can engage with their dedicated Concierge Security Team (CST). All of which is delivered in a fixed, predictable and scalable pricing subscription services model.

Concierge Security Team

• Having a security team of experts that understands your business and monitoring your environment 24x7x365. No need to call into a tiered helpdesk line, you get a person who already knows you and your environment. In the heat of a security incident time saved by having a relationship already built is valuable.

Predictable & Easy Pricing Model

- Arctic Wolf Networks does not license by log volume, events per second, IDS Service or SIEM service, instance, or any other unquantifiable metric. The way we license is solely based on attack surface.
- It is an effort-based model. Meaning you tell us how many users, how many servers, and we identify how many sensors are needed and the preference of days of log data stored in your environment and then everything is included in the subscription rate. Everything we do is all included, no unexpected costs.
- The more logs we receive, the more visibility and context we can provide.







AW owns the solution

- Arctic Wolf Networks is not reliant on a third party SIEM product to perform our services. We
 have built our security platform for our Security Team. This gives us the ability to control our
 own destiny, which in the long run is good for our customers (i.e. pricing, experience,
 investments, etc.)
- We believe that technology (e.g., machine learning) is valuable and very important to make humans efficient. We believe that humans will always be part of the security landscape. Marrying the two together brings a holistic approach to the security marketplace.
- Our solution is built in a way that we leverage "robots" for the tasks that make sense, but always with a human understanding and feeding these "learning loops". The way our service is setup is to customize the outcome for Town of Natick. We can eliminate redundant alerts, we can customize incidents/alerts for any log source we get, and ultimately, we will have a hybrid of machine and human intelligence to make sure and eliminate noise and find the actionable intelligence within the Town's environment. Furthermore, since our sensor can ingest SYSLOG data, we can enhance your existing security investments to provide more insight.

Concierge Security Team

Arctic Wolf Networks Managed Security Services includes a Concierge Security Engineer ("CSE") and a Concierge Security Analyst ("CSA") who act as an extension of your team. Your CST configures and tunes the service to your technical and business requirements and monitors your security daily, making recommendations to help prioritize and resolve issues effectively. The CST works in conjunction with our iSOC. The iSOC performs the 24x7 triage and forensics of all alerts (interrupt driven work) while the CST's are responsible for the outcome of your security. By offloading the burden of log analysis, reporting, asset classification and threat hunting Arctic Wolf Networks frees up your team to focus on your most strategic priorities for the Town.







Concierge Security Team (CST) **Named Security Experts** Monitoring & Detection Available to you 8am-5pm in your time-zone Emergency 5 Minute Response Reporting & Alerts Managed Risk **Understand Your Network and Business Risks** · Acts as trusted advisor for your IT team Builds a customized service for you **Remote Forensics and Incident Response** Operationa Inquiries Proactively hunts for threats Team (CST) Recommends remediation actions Strategic Security Insights & Advice Conducts quarterly strategic meetings to identify gaps in the overall security posture

Arctic Wolf security engineers are elite professionals. With the everchanging landscape that is cybersecurity, they are required to acquire the necessary experience and credentials to be an extension of your team. They are constantly on guard to protect you from known and emerging threats. Below are some of the many certifications your concierge security team will hold depending on their role:

- Concierge Security Analyst GSEC SANS 401. (GIAC Security Essentials Certification)
- Concierge Security Engineer GCIH SANS 504. (GIAC Certified Incident Handler)
- Here is a non-exhaustive list of current certifications held by our Security Engineering team
- CISSP Certified Information Systems Security Professional | (ISC2)
- CCSP Certified Cloud Security Professional | (ISC2)
- HCISPP HealthCare Information Security and Privacy Practitioner | (ISC2)
- Certified Ethical Hacker (CEH) EC-Council
- GIAC Security Essentials Certification
- GCFE: GIAC Certified Forensic Examiner
- GCIH: GIAC Certified Incident Handler
- GCIA: GIAC Certified Intrusion Analyst
- GICSP: Global Industrial Cyber Security Professional
- GXPN: GIAC Exploit Researcher and Advanced Penetration Tester
- Certified Penetration Tester (CPT) Boot Camp
- Certified Incident Handler (CIH)







Offensive Security Certified Professional (OSCP) Certification

Managed Detection & Response Benefits & Features

- A Named Concierge Security Team who understands your infrastructure and business to provide a white glove service backed two Security Operation Centers (SOC)
- Fully managed and hosted SIEM
- Fully managed intrusion detection system
- 24x7x365 network security monitoring capabilities
- Centralized platform to support log aggregation, correlation and data retention needs ~ ability
 to ingest logs and/or data from different sources/systems including but not limited to log and
 event managers, web filtering, email filtering, load balancers, vulnerability scanners, syslogs,
 firewalls, antimalware, file integrity monitoring, etc. Then analyze for malicious or anomalous
 activity.
- Fully managed detection and response services
- Threat detection, alerting and remote incident response capabilities
- Risk mitigation against breaches through early detection and response
- Threat intelligence services to enrich the log data ingestion capabilities
- Enhanced endpoint visibility and host-based isolation capabilities on workstations offered with deployment of Arctic Wolf proprietary agent (included in service)
- Security compliance and audit support (e.g., artifact gathering, etc.)
- Learning loop to customize the service and alert profiles for The Town of Natick
- Customized Rules CRulE Intentions are Arctic Wolf's service custom rule framework, and it is
 the industry's most sophisticated customization engine. There is no limit to the amount or
 number of customized rules that can be created
- Predictable and fixed pricing, our business model pricing matches the Town's project scope
- Unlimited log volume and unlimited access to Arctic Wolf Concierge Security Team
- Detection and Response
 - Incident Triage and Forensics
 - Threat Hunting
 - Custom and Canned Correlation Rules
 - Threat intelligence feeds







Remediation Recommendations

Log Sources and Telemetry

- o AWN Sensor Intrusion Detection System
- o AWN Sensor Ingress/Egress Network Flow Aggregation
- o AWN Scout Agent Asset Information
- o AWN Scout Agent EDR Lite
- o AWN SaaS (O365, GSuite, SFDC, Box)
- AWN laaS Control Plane Monitoring (AWS, Azure)
- AWN NXLog Server Logs
- 3rd Party Security Logs
- 3rd Party Application Logs
- o 3rd Party Infrastructure Logs

Reporting

- Weekly Security Review
- Weekly Summary of Events
- Weekly Active Directory
- Weekly SaaS Review
- Weekly IaaS Review
- Monthly Assessment
- o Bi-Annual External Scan Report
- o Compliance Reports and Artifact/Audit Support
- Custom Reports

Engagement

- Monthly Meeting as needed
- Quarterly Business Review
- Named Concierge Security Team
- Named Customer Success Manager
- Dedicated Onboarding Resources
- Customer Portal Access (Raw Log Search Optional)







Managed Risk Benefits & Features

- Complete visibility into what's on your network and endpoints
- Quantified risk analytics across network and endpoints
- Risk prioritization based on severity, latest exploits and business impact
- Risk prioritized by dedicated security services team backed by two SOC's
- Risk Analytics and Reporting
 - Risk roll-up of internal + external vulnerabilities
 - o Risk prioritization based on CVSS scoring and workflow integration
 - o Integrated threat feeds, latest exploits
 - Executive reporting snapshots
 - Custom reporting for analytics or alerts
 - o Leveraging multiple sources to determine exposure and vulnerabilities in your environment
 - System identification Systems are identified based on DNS, IP addresses, host telemetry, OS fingerprinting, MAC address, and other indicators
- External Vulnerability Assessments
 - Asset discovery based on root domains & IP addresses
 - Automatic IP, domain, sub-domain detection
 - o Dynamic perimeter model
 - Continuous external vulnerability scanning
 - Performed weekly for internet facing servers and web applications
 - Dark web data sources
 - Scan for open ports on assets and endpoints
- Internal Vulnerability Assessments
 - Dynamic asset discovery and credential scanning
 - Asset inventory, categorization, notes, and tags
 - Asset mapping IP, DNS, Netbios history







- Continuous internal vulnerability scanning and assessment of all your internal IP-connected devices
- Your Concierge Security Team catalogues core infrastructure, equipment, and personal devices to help you understand your company's digital footprint and quantify the risk/exposure to your business
- Scanning schedules with blacklisting capability
- Host-based: Inventory enrichment, vulnerability detection ~ extends visibility to endpoints such as Windows and MacOS devices to reveal threats, system misconfigurations and user behavior that's at risk to the Town
- Scan for open ports on assets and endpoints

Engagement

- Monthly risk review
- Quarterly risk roll-up and progress tracking
- Tickets and alerts from AWN CyberSOC
- Classification and organization of assets and risks
- Risk discovery and validation
- Sensor configuration and monitoring
- Named Concierge Security Team
- Named Customer Success Manager
- Dedicated Onboarding Resources

Incident Creation

- Ticket on high and critical vulnerabilities
- o Engage with customers as defined by them during the onboarding process

General Solution Overview – Network Diagram

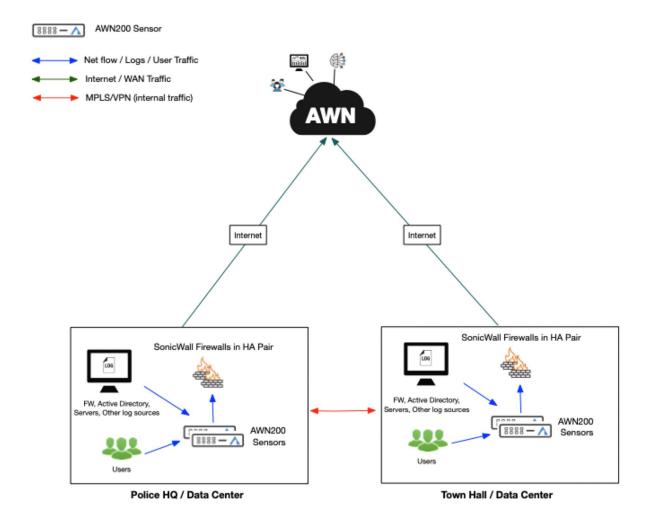
CyberSOC Managed Detection and Response

Backend platform resides within AWS, frontend architecture is a combination of physical sensors, endpoint agent (same agent as Risk), and log configuration (e.g., FW SYSLOG pointing to the sensor).









CyberSOC Managed Risk

Backend platform resides within AWS, frontend architecture is either a virtual or physical sensor and an endpoint agent (same agent as MDR)

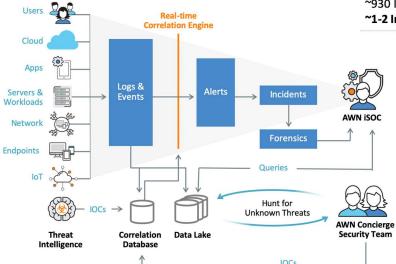
Network Security Operations Center

Arctic Wolf Networks has two security operation centers. One is operated out of Provo Utah and the other out of Waterloo Ontario to help minimize the noise of alerts.





Backend SOC Process



~250M Observations/Week

~930 Investigations/Week

~1-2 Incidents/Week

450 Users 200 Servers

23 Sensors

Real-time Correlation

- · Analyze billions of events
- Real-time correlation against IOCs
- · Reduced false positives

Forensics

- · Search and research quickly
- Construct blast zone analysis and remediate

Hunt

- Hunt for unknown threats with deep analytics and machine learning
- · Identify new IOCs to improve monitoring

A non-exhaustive list:

- ✓ CISSP Certified Information Systems Security Professional | (ISC2)
- ✓ CCSP Certified Cloud Security Professional | (ISC2)
- ✓ HCISPP HealthCare Information Security and Privacy Practitioner | (ISC2)
- ✓ Certified Ethical Hacker (CEH) EC-Council
- **✓** GIAC Security Essentials Certification
- **✓** GCFE: GIAC Certified Forensic Examiner
- ✓ GCIH: GIAC Certified Incident Handler
- ✓ GCIA: GIAC Certified Intrusion Analyst
- **✓** GICSP: Global Industrial Cyber Security Professional
- **✓ GXPN: GIAC Exploit Researcher and Advanced Penetration Tester**
- ✓ Certified Penetration Tester (CPT) Boot Camp
- ✓ Certified Incident Handler (CIH)
- ✓ Offensive Security Certified Professional (OSCP) Certification









Network Boundary Protection

We will ingest and leverage network boundary devices (Firewalls, Web Proxy, etc.). We can monitor the Firewall alongside our managed IDS which can include VPN connections coming from different locations.

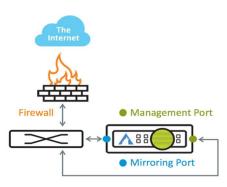
Management and Reporting of IDS / IPS

We deploy a "sensor" inside of each firewall at each egress point within the network. The sensor is a Managed IDS, Flow creator, log aggregation point (store and forward to our platform in AWS), and network security monitor.









- SPAN/Mirror Ingress/Egress
- · Managed Intrusion Detection System (IDS)
- Flow Aggregator/Creator (IPFIX)
- · Network Security Monitoring (NSM)
- Log Aggregator (syslog & NXLog)
- Asset Profiling

AWN Custom:

Not Exhaustive Ruleset Categories

Activex	Dshield	Mobile_malware	Shellcode	
Attack_response	Exploit	Netbios	SMTP	
Botcc	FTP	P2P	SNMP	
Chat	Games	Policy	SQL	
Clarmy	ICMP_info	Pop3	Telnet	
Compromised	ICMP	Rbn-malvertisers	TFTP	
Current_events	Imap	Rbn	TOR	
Deleted	Inappropriate	RPC	Trojan	
DNS	Info	SCADA	User_agents	
DoS .	Malware	SCADA_special	VolP	
Drop	Misc	Scan	Web_client	
Web_server	Web_specific_apps	Worm		

ET PRO:

37,000 Rules

50+ New Daily Rules

50 Categories

(e.g., protocol specific attacks, network behaviors, botnets, vulnerabilities, exploits, malware C2, SCADA network protocols, exploit kit activity, etc.)

Asset Profiling:

Active Directory (users/groups) via WinRM/WMI Device Profiling (NMAP/SNMP)

Windows Details (last logged on user, SP's installed, etc.)

We can deploy our sensor in line between your firewall and switch. This enables us to block potential severe threats (i.e. ransomware at 2am so we can prevent further impact in your organization until you are able to remediate the incident in the morning).

AWN CyberSOC™ Platform

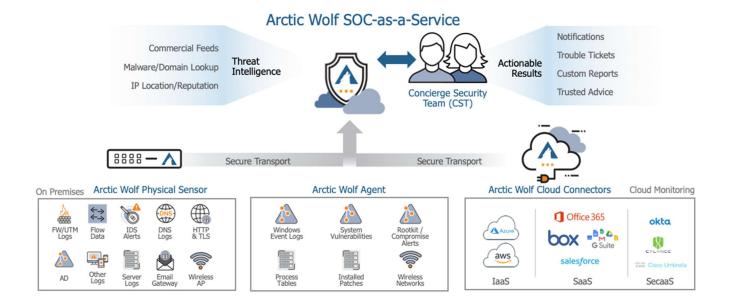
Managed Detection & Response Architecture

AWN CyberSOC™ combines human and machine intelligence to analyze millions of events in real-time for 24x7 threat detection. The machine learning, threat intelligence feeds and big data security analytics tools collect and correlate security events from all infrastructure, security devices and applications before delivering events to your assigned Arctic Wolf Concierge Security Team (CST) to review and respond to in seconds. If a threat is detected, the CST notifies you with details, forensic analysis and recommended remediation for incident response. This not only helps protect your organization from a data breach, but also saves valuable time for your IT and security teams.









Log Management, Alerting and Reporting including CVE and CVSS scoring mechanism

Arctic Wolf Networks collects data via the following transport mechanisms (each log line, attribute from AD, asset, network flow, IDS alert, etc. is called an observation and is sent to our platform):

- Arctic Wolf Sensor
 - o IDS, Protocol Analysis, IPFIX Flow Data
 - SYSLOG Target for on premises systems
- NXLog
 - We leverage an NXLog agent for Windows Servers or other systems that have flat file logs we need to collect. This data is converted to syslog messages and sent to the sensor.
- SYSLOG
 - We have parsers for most commercially available security products, however we will and can ingest many different sources of security relevant data via syslog and will write parsers and customer rules if not already created.
 - o For Cylance we leverage syslog over TLS to our cloud platform.
 - If a customer already leverages a SIEM or log aggregation tools (e.g., Splunk) it can be configured to send us logs and we can parse them like they were sent from the original system.
- API Integrations
 - We leverage API's to collect laaS/SaaS data. Today we support AWS, Azure, G-Suite, O365, Box, SFDC, Okta and are continually adding to our capabilities in these cloud offerings.
- Endpoint Agent
 - (MDR and Managed Risk) Asset Information
 - System name





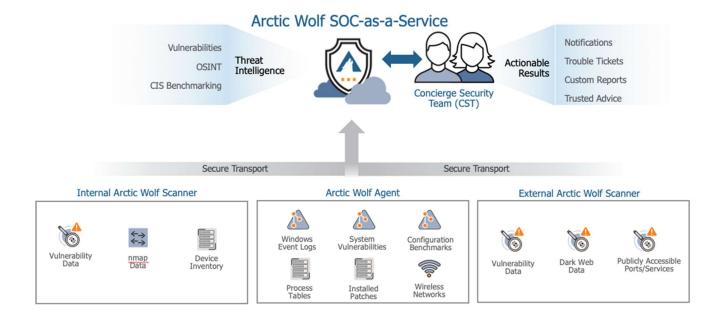


- Operating system specifications
- Machine specifications
- Software inventory
- Hardware inventory
- (MDR) Operational Metrics
 - o Users logged-in
 - Running Processes
 - Wireless Networks
 - o USB Devices in-use
 - o SSL Certificates deployed
 - Network interfaces & IP Address assignments
 - o ARP Table
- (MDR) EDR Lite
 - Out-of-band process execution
 - o MD5 checksum changes of system files
 - o IOC based detection rules
 - User login/logout/lockout logs
 - o Application specific monitoring rules covering access and anomalies
 - o Abnormal network behavior
- (Managed Risk) Vulnerability Scan
 - CVE Impacted software
 - Obsolete software checks
 - Nested system libraries with vulnerabilities





Managed Risk Architecture



Vulnerability Lifecycle Management

- External and Internal vulnerability scanning
 - a. We perform continuous external, internal, and host-based vulnerability scanning.
- Ability for EB personnel to launch their own vulnerability scanning from MSSP's platform
 - a. Scanning happens continuously, if you have fixed a vulnerability or configuration issue you can leverage the workflow component of our risk dashboard and it will move the asset up in the queue to scan it, removing the risk from your environment score/list.









- Underlying system used i.e. Nessus, Qualys, or other proprietary platforms
 - a. We leverage our own technology that is based on OpenVAS.
- Vulnerabilities found linked to CVE vulnerabilities
 - a. Vulnerabilities are linked to CVE's, in fact we roll-up CVE's to help ascertain the asset risk score. Meaning, we don't give you a large list of assets and CVE's if a single fix/patch will remediate multiple CVE's. This gives a much cleaner view of your asset risk. We also give you risk recommendation write-ups as part of our service.
- Reporting based on the Common Vulnerability Scoring Systems(CVSS) version 2 or higher.
 - a. Today we leverage the CVSS 2.0 scoring system. Here are the components we analyze and have our own proprietary algorithm to determine an asset risk score.
 - Attack Vector The accessibility of the exploitable vulnerability. i.e. local access, adjacent access, and network access.
 - Access Complexity The complexity of the attack required to exploit the vulnerability once the targeted system is accessible.
 - Authentication The number of times the attacker must authenticate for a targeted system in order to exploit the vulnerability.
 - Confidentiality Impact The impact on the confidentiality of data once a vulnerability is successfully exploited. Confidentiality refers to how data is accessed/disclosed; preventing access to authorized users and disclosing data to unauthorized users.
 - Integrity Impact The impact on integrity of data once a vulnerability is successfully exploited. Integrity refers to trustworthiness and the accuracy of the data.
 - Availability Impact The availability of data once a vulnerability is successfully exploited.
 Availability refers to the accessibility of the data/resource.

Arctic Wolf Portal Dashboard Capabilities

We provide you a customer portal that is the interface to the service. This includes investigation information, flow records, log search, ticketing interface and configuration of API cloud integrations.

CyberSOC Portal (MDR and Managed Risk Ticketing/Investigations):



130

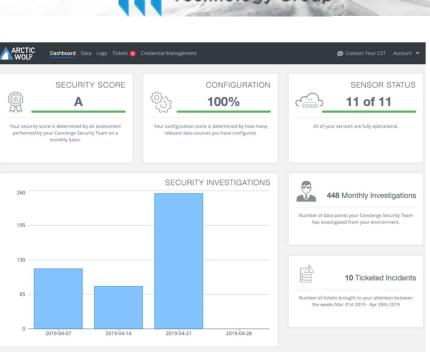
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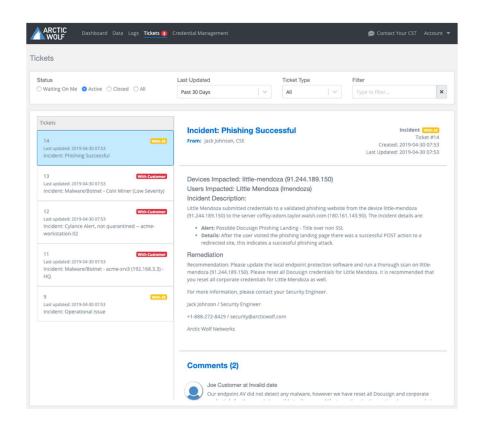
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52K





TOP COUNTRIES





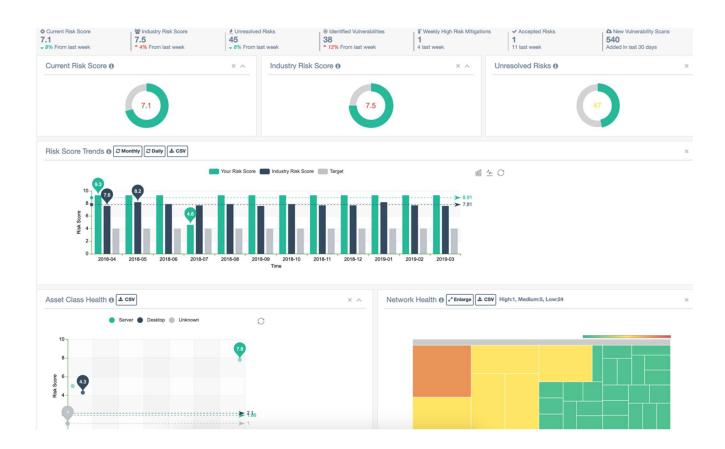




We provide a risk dashboard that lets you identify your overall risk, individual risks, it provides the ability to have workflow (e.g., accept a risk, say a risk has been cleared so it can go to the top of the scanning queue). We also provide a risk analytics tool so you can see historical trends, generate your own dashboards, or perform queries across data to identify specific software or assets. (E.g., what devices do I have within my environment that are susceptible to meltdown).

Here are a few sample screenshots of the risk dashboard and risk analytics tool.

Risk Overview Dashboard:



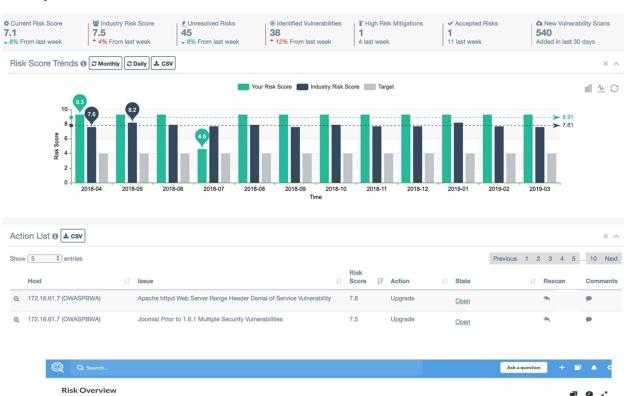


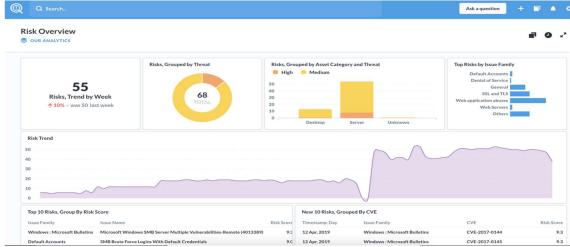




Risk Dashboard Detail Example:

Risk Analytics Platform:



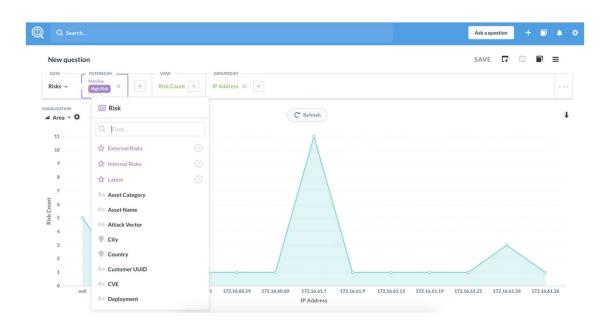












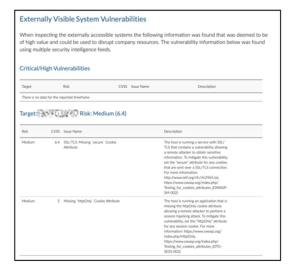
Reporting





Normal Reports Delivered

















Active Directory Administrative Account Lockouts

Administrative accounts that have been locked out can be a sign of an attempted brute force attack against a priviledged user or machines that have been left logged into with an administrative account for prolonged

Last Seen	Account	Hostname	Domain	Attempts
2017-10-19 15:28:31Z	Administrator	DDD	5C	2
2017-10-19 13:07:38Z	Administrator	DD	SC	2
2017-10-18 11:32:39Z	Administrator	OS-DDDDDC	SC	1
2017-10-16 18:01:19Z	Administrator	DD-L-CH	SC	1
2017-10-22 01:37:15Z	Administrator	DDDD	SC	1
2017-10-18 04:38:50Z	AdminU	DDDDASP	SC	1
2017-10-16 18:01:19Z	Administrator	61-CH	SC	1
2017-10-16 19:04:58Z	Administrator	617-L-CH	SC	1
2017-10-22 01:21:34Z	Administrator	SCDDDE	SC	1

Executive Level Reports Delivered











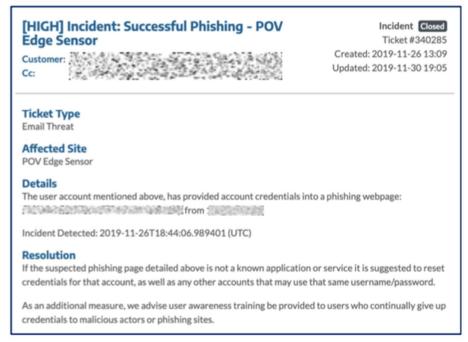
Incident Descriptions (low/medium/high priority)











External Penetration Testing

WTG/Vancord proposes a network penetration test against public facing servers and services as well as infrastructure which depends on these public components, such as email and DNS. WTG/Vancord will provide threat modeling based off successful exploitation of these systems, and in some cases, proof-of-concept approaches for vulnerabilities deemed too dangerous to attempt against production systems.







The chief goal of penetration testing to measure organizational exposure and impact to real-world attacks. This activity will simulate external threats which may adversely affect internet-accessible resources. These typically include systems such as email, remote access (RDP, VNC, SSH, etc), web-servers, and similar. Most attacks are performed from this vantage point and leverage data derived from vulnerability scanning activities.

Penetration Testing pricing is offered as a time-boxed assessment. The minimum engagement is 20 hours, which is what is being proposed.

Penetration Testing Deliverables

WTG/Vancord will produce a *Findings and Recommendations* report, delivered at the end of the engagement. This report will prioritize and suggest remediation strategies for the most impactful vulnerabilities discovered during the penetration test, coupled with a narrative describing any successful system compromises or information disclosures achieved.

AWN Concierge Onboarding & Delivery

Arctic Wolf offers a white glove installation service with Arctic Wolf's managed security services onboarding team. It streamlines the deployment of Arctic Wolf sensors and the AWN managed detection and response service before your threat detection and reporting service begins.

Every customer is assigned a "concierge onboarding" team that coordinates every step of the process – from gathering requirements, to portal access, to testing and validation.

Accelerate Time to Value with Streamlined Service Installation

The Arctic Wolf managed security services onboarding team includes a dedicated project manager and technical installation engineer who manages all aspects of your onboarding experience, and:

- Identifies key assets and log sources, including cloud applications
- Validates log sources and tests basic telemetry







- Gathers external vulnerability scanning requirements to assess exposed attack surfaces
- Fine-tunes the service to improve signal-to-noise ratio
- Identifies reporting and compliance requirements that meet your IT and security needs

Welcome Email

Email Customer Introduction

- Request for Onboarding Forms
- Request for Technical Kick Off Meeting

2

Technical Kickoff Technical

- Readiness
 Onboarding
- Review order, and technical documentation
- Define Timeline expectations
- Create Sensor provisioning ticket(s)
- Managed Detection and Risk (if applicable) reviewed

3

Sensor Install(s) Physical

Sensor Installation

- Phase 3 defined by first sensor installed
- Connectivity verified for installed sensors
- Flow Verified for installed sensors
- Ready for log sources

4

Essentials

Initial Log Sources

- Essential Log Sources configured / verified for physical sensors
- SaaS apps configured and verified
- Log Search verified (if purchased)

5

Readiness

Production Monitoring

- Intention Block Removed
- CST notified Acceptance Call Scheduled



Customer Acceptance

Onboarding Transition to S2

- Post acceptance call, CST officially providing service, acceptance ticket closed.
- Customization ticket outlined by onboarding team to CST in customization ticket

Project Timeline & Expectations for Success

Abbreviations

- iSOC Internal SOC.
- CIT Concierge installation team
- CSA-OS Concierge Security Analyst Onboarding Specialist
- PSE Professional Services Engineer
- CST Concierge Security Team

Overview

Once an order is placed, the AWN onboarding process begins. This process includes:







- Collecting Town of Natick contact information, configuring escalations
- Collecting technical information about the customer environment
- Provisioning, shipping and installing the sensor(s)
- Configuring and validating log sources

The onboarding process is conducted by the AWN CIT (Concierge Installation Team), which consists of:

- Professional Services Engineer A member of the AWN Customer Success team who will
 interact with Town of Natick on the technical kickoff and acceptance meetings to document
 customer requirements and address technical questions.
- Concierge Security Analyst (Onboarding Specialist) A technically oriented person to help implementation of the AWN onboarding process through to the customization milestone. They keep a birds' eye view of all projects in-flight (and their blockers). They also respond to ad-hoc technical questions in tickets.
- Project Manager A member of the Customer Success team responsible for booking meetings, encouraging customers to provide missing deliverables, and to ensure that the onboarding project is on track.

Responsibilities

	Task	Performed by	Frequency	Purpose	Explanation
1	Holding Technical Kickoff Meetings	Professional Services Engineer (Customer Success)	When scheduled	To collect important information that will define the scope of a customer's onboarding project	Customer Success will schedule and lead the Technical Kickoff (TKO) meeting. The PSE will validate technical aspects of the call, collect information and ensure that the information is entered in to the CD afterwards.







	Task	Performed by	Frequency	Purpose	Explanation
2	Creating a project plan	Professional Services Engineer (Customer Success)	After TKOs	To ensure that onboarding tasks are completed in a timely manner	After TKOs, use the information collected to generate a project plan.
3	Updating project plans	Professional Services Engineer (Customer Success)	Weekly	To ensure that customers are fully aware of what tasks await their action	Update project plan once a week, checking in on status and pinging resources on the "Onboarding Friends Fun" Hipchat room.
4	Updating the Zendesk onboarding view (on hold pending script changes)	Concierge Security Analyst - Onboarding Specialist (S2)	Daily	To ensure that new customers are visible from Zendesk onboarding view	Existing customers' organizations in Zendesk have the "no-paid-onboarding" or "onboarded" tag to indicate that they're not currently being onboarded. Using a script, the Zendesk onboarding view is regularly updated to include any customers that don't have these tags set.
5	Responding to onboarding tickets	Concierge Security Analyst - Onboarding Specialist (S2)	Several times daily	To ensure that communications sent in from onboarding customers are responded to in a timely manner	This Zendesk view is used to stay in communication with customers in the onboarding process, to assist them with configuration and validation of sensors and log sources.
6	Completing onboarding Tasks	Concierge Security Analyst - Onboarding Specialist (S2)	Several times daily (as available)	To make forward progress in an onboarding project	An onboarding project at the high level consists of completing: Sensor installation Log Source configuration (AD, DNS, FW)







Та	ask	Performed by	Frequency	Purpose	Explanation
					Contacts/Escalation configuration
					The CSA-OS will use the TKO note in the CD to keep track of tasks not yet completed as they work through the backlog.

Tentative Project Timeline (contingent of RFP process):

- Subscription Start Date: 7/1/20
- Project Term: Annual
- Offer 30 days to assist in onboarding & delivery of services before subscription start date begins ~ 40 business days or less to complete AW onboarding and implementation phase



Contract SLA Response Times

Security Engineers are available 24 hours a day seven days a week, including holidays.

Customers can schedule specific activities with their Security Engineer by contacting Arctic Wolf at security@arcticwolf.com. Arctic Wolf will acknowledge any ticket submitted to security@arcticwolf.com within 1 Business Hour and will respond or provide an estimate of response determined by scope, size, and urgency. Security Incidents identified by Arctic Wolf to be Emergency will be escalated to the customer 24x7 within 30 minutes of



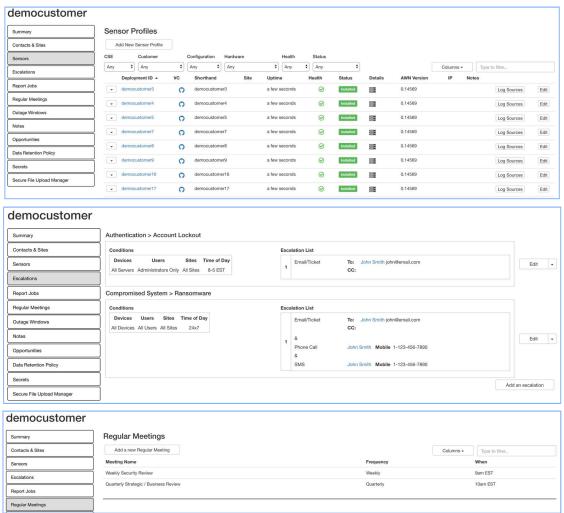




discovery. The Customer and Arctic Wolf will need to define what constitutes an Emergency Incident but will typically include Ransomware.

Any Emergency tickets should be escalated to Arctic Wolf by calling 888-272-8429 option 2. The Customer should state this is an emergency and Arctic Wolf will respond within 5 minutes 24x7. Arctic Wolf will notify and escalate to customer any security events in a timely manner but no more than 2 hours after discovery. Typical notification is through e-mail by a trouble ticket, but customer can request special notification through phone or other means if supported. Arctic Wolf and customer will agree on notification and escalation of security incidents. Notifications will include a description of the security event, the level of exposure, and a suggested remediation strategy.

We setup and make sure the escalation chain for specific incidents are documented ahead of time. Below is a look into our customer directory where we store workflow integration and customer configurations (all integrated into our platform and workflow). This means when a security engineer needs to escalate a security incident the escalation process is part of that.









References

We have included 4 publicly referenceable customers below along with associated case studies.

As a security company, we are do not share customer contact information on RFP's without written consent or unless they are public case studies. Once down selected in the RFP Process, The Arctic Wolf Customer Success team will be happy to coordinate up to 3 customer reference calls of similar scope and industry.



BUSINESS

Fifth most populous city in Nevada famously known as a premier destination for special events in the Reno-Tahoe region

CHALLENGES

- Repeated ransomware and phishing attacks that bypassed existing defenses
- Busy IT team lacked in-depth security expertise
- Without budget to build and maintain internal security operations center

RESULTS

- 10x savings compared to building an internal security operations center
- **24×7 monitoring** by security experts
- Experienced security team now part of extended staff

CUSTOMER QUOTE

"The AWN CyberSOC™ service includes everything Sparks needs for a comprehensive security operations function. We looked at solutions from some of the largest IT security vendors and went with Arctic Wolf because it was easy to purchase and deploy, and was priced in a predictable way. To build the equivalent of the service internally would cost at least 10 times more."

• STEVE DAVIDEK, IT Manager, City of Sparks, Nevada

https://arcticwolf.com/resources/sparksnevada/

https://statescoop.com/how-sparks-nevada-is-rethinking-security-after-ransomware/







BUSINESS

Bethesda Health Group (https://www.bethesdahealth.org/) provides exceptional senior living, care and services through its retirement communities, skilled nursing home communities, and home- and community-based services in the St. Louis area.

CHALLENGES

- Limited security expertise to support geographically- dispersed locations
- Lack of comprehensive cybersecurity visibility
- Compliance with HIPAA HITECH healthcare mandates

RESULTS

- Comprehensive visibility across all locations and resources
- Flexibility to adapt to changing environments
- Reporting to help achieve compliance

CUSTOMER QUOTE

"Arctic Wolf's turnkey SOC-as-a-service provides us with advanced threat detection and response capabilities at a fraction of what it would cost to do it ourselves. AWN CyberSOC's Concierge Security™ model works perfectly for our IT team, which previously had no dedicated security resources."

• Joshua Sharp, **Director of Information Technology, Bethesda Health Group** https://arcticwolf.com/resources/bethesda-health-group-case-study/?a=casestudy







BUSINESS

Bay Federal Credit Union (<u>www.bayfed.com</u>) is a locally-owned financial institution along the central coast of California with over \$995 million in assets. Bay Federal provides full-service financial products and solutions, both online and from five branch locations in Santa Cruz, Monterey, and San Benito counties.

RESULTS

- Comprehensive visibility across all locations and resources supported by security team
- Flexibility to adapt to changing environment and ingest new data sources
- Robust reporting to help achieve and enhance industry compliance
- Partnership with a leading provider that understands needs and takes immediate action to communicate about any potential threats

CUSTOMER QUOTE

"The value for me is that Arctic Wolf is an extension of our team. Arctic Wolf has helped enhance our security and improve our compliance reporting posture while enabling the Bay Federal team to focus on projects that add the most value to our business."

• Richard Roark, VP and Chief Information Officer (CIO), Bay Federal Credit Union https://arcticwolf.com/resources/case-study-bay-federal-credit-union/?a=casestudy

https://www.cutimes.com/2018/11/16/improving-cybersecurity-and-the-bottom-line/?slreturn=20200211235432







BUSINESS

First United Bank & Trust is a full-service community bank with 25 branches serving customers in Maryland and West Virginia. They provide personal and banking services, as well as investment products and services.

CHALLENGES

- Lack of visibility into diverse and distributed network
- Complex regulatory compliance requirements
- Constrained IT resources

RESULTS

- Comprehensive visibility across all resources supported by the IT team
- Improved compliance and cybersecurity maturity as measured by FFIEC Cybersecurity Assessment Tool
- Enhanced reporting to better communicate to Executives level of cybersecurity risk and detected incidents that have a remediation plan of action

CUSTOMER QUOTE

"Cybersecurity threats continually transform and mature. Arctic Wolf, however, delivers the tools and expertise to continually monitor our environment and alert on these threats. I rest easier knowing our operations are monitored 24x7 with Arctic Wolf's SOC-as-a-Service."

• AJ Tasker, VP and Director of IT, First United Bank & Trust https://arcticwolf.com/resources/case-study/first-united-bank-trust-banks-on-arctic-wolf-for-security-and-compliance-2

TOWN OF NATICK

ATTACHMENT B CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Winslow Technology Coroup Name of Proposer
303 Wynan St. Address of Proposer
210
Walthom, MA 02451 Telephone Number 954-654-9844
Telephone Number 954-654-9844
By: (Signature)
Christopher Evans Printed Name
Senial Account Executive
Printed Title
3/13/2020
Date

TOWN OF NATICK

ATTACHMENT C CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C,§49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Winslow Technology Group Name of Proposer
303 Wynun St. Address of Proposer
£ 210
Walthom MA 02451 Telephone Number 954-654-9844
By: (Signature)
Christopher Evons Printed Name
Senior Account Executive Printed Title
3/13/2020 Date

TOWN OF NATICK

ATTACHMENT D CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

- 1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
- 2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
- 3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
- 4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
- 5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Winslow Technology Group
Name of Proposer
Phistopher Evans
Address of Proposer
303 Wymon St.
310 Waltham MA 02451
Telephone Number 954-654-9844
By: June
(Signature)
Christopher Evans

Printed Name

Senior	Account	Executive
Print	ed Title	
3/13/	2020	
Date		

ATTACHMENT E CERTIFICATE OF CORPORATE PROPOSER

I, Seat winsbow, certify that I am the Clerk of the Corporation named as Print in the attached Proposal Form; that Chris Evans, who signed said Proposal on behalf of Proposer was then Senter Access Freedwoof said Corporation and was duly authorized to sign Proposal Form; and that I know his/her signature thereto is genuine.	f the
(Corporate Seal)	
Name of Proposer	
Winslow Technology Group	
Address of Proposer	
303 Wyman St. # 210	
Waltham, MA 02451	
Telephone Number 781 - 471 - 5021	
By: Jaw	
(Signature)	
Christopher Evans	
Printed Name	
Sourd Account Executive	
Printed Title	
3-13-2020	
Date	

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

ATTACHMENT F CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Name of Proposer
Winsow Technology Consuf
Address of Proposer
303 Wyman St. #210
Walthon MA 02451
Telephone Number <u>954-65-4-9844</u>
By: Junus
(Signature)
Christopher Evans
Printed Name
Senior Account Executive
Printed Title
3/13/200
Date

ATTACHMENT G CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer
Winslow Technology Corouf
Address of Proposer
303 Wyman St. #210
Walkon 14 02451
Telephone Number <u>954-654-9844</u>
By: Avour
(Signature)
Christophor Evans
Printed Name
Senior Account Executive
Printed Title
3/13/2020
Date

ATTACHMENT H FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)

Town of Natick Natick, Massachusetts

REQUEST FOR PROPOSALS

FOR

COMPREHENSIVE MANAGED INFORMATION SYSTEMS NETWORK SECURITY SERVICES-AS-A-SERVICE

PROPOSALS DUE:

March 16, 2020, 11:00 A.M. LOCAL TIME

Late Proposals Will Be Rejected

DELIVER COMPLETED PROPOSALS TO:

Town of Natick c/o Procurement Officer Natick Public Works 75 West Street Natick, MA 01760 Phone: 508-647-6438

NOTICE TO PROPOSERS

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed proposals for Comprehensive Managed Information Systems Network Security Services-as-a-Service in the Town of Natick. The Request for Proposals ("RFP") may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on February 18, 2020. Ten (10) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, "RFP: Comprehensive Managed Information Systems Network Security Services-as-a-Service - Price Proposal" and "RFP: Comprehensive Managed Information Systems Network Security Services-as-a-Service" will be received until 11:00 A.M. local time, March 16, 2020, at Natick Public Works, 75 West Street, Natick, MA 01760. If the Procurement Office is closed due to weather/emergency, the deadline for the receipt of proposals shall be extended until 11:00 A.M. the next business day that the Procurement Office is open. Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. All Proposals shall comply with the RFP issued by the Town of Natick, including, without limitation, Section 1, Instructions to Proposers, and Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the Town. Any Proposal submitted will be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Proposals. Award of a contract shall be subject to appropriation and shall be subject to vote by the Natick Board of Selectmen.

I. INTRODUCTION

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed proposals for Comprehensive Managed Information Systems Network Security Services-as-a-Service in the Town of Natick. For a full description of such services, please refer to Section III (A) of the Request for Proposals ("RFP").

The Request for Proposals ("RFP") may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on February 18, 2020

No Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on March 2, 2020. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Ten (10) copies of each sealed Proposal, as described above, contained in separately sealed envelopes marked, respectively, "RFP: Comprehensive Managed Information Systems Network Security Services-as-a-Service- Price Proposal" and "RFP: Comprehensive Managed Information Systems Network Security Services-as-a-Service- Non-Price Proposal" will be received until 11:00 A.M. local time, March 16, 2020 at this address:

Natick Public Works 75 West Street Natick, MA 01760.

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope.

Each Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No Proposals received after the date and time specified in the previous paragraph shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Please refrain from using staples, if this is at all possible.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) days subsequent to the time of the opening of Proposals.

The Town <u>will not</u> reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with terms of this RFP and all provisions of the contract included with this RFP. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR COMPREHENSIVE MANAGED INFORMATION SYSTEMS NETWORK SECURITY SERVICES-AS-A-SERVICE – PRICE PROPOSAL" or "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR COMPREHENSIVE MANAGED INFORMATION SYSTEMS NETWORK SECURITY SERVICES-AS-A-SERVICE- NON-PRICE PROPOSAL." No corrections, modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

For further information, please refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

II. PRE-PROPOSAL CONFERENCE/QUESTIONS

No Pre-Proposal Conference will be held.

Questions concerning this RFP or its conditions may be addressed to:

Procurement Officer Natick Public Works 75 West Street Natick, MA 01760.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time) on March 2, 2020 Questions may also be submitted to the Procurement Officer's attention at the following email address: bleblanc@natickma.org. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Proposers.

III. BACKGROUND

A. Description of Work

The purpose of this procurement is to invite prospective vendors to submit to provide the Town's information systems network with a Comprehensive Managed Security Services-as-a-Service, including 24x7 Security Monitoring by a Security Operations Center (SOC), Managed Detection and Response service and a Managed Risk service

A. Scope of Work

The Selected Vendor shall provide all labor and materials necessary to and provide a Comprehensive Managed Security Services-as-a-Service for the Town's information systems network that aligns with the Cybersecurity NIST framework offering a comprehensive and layered approach to managing security.

Without limitation, the Selected Vendor shall provide the following services:

1) Managed Detection and Response Service -

- Unlimited access
- Fully Managed & Hosted Security Information Event Management (SIEM)
- 24x7x365 network and log monitoring capabilities
- Minimum of 2 leading Security Operations Center (100+ security resources) monitoring threat surface 24x7
- Centralized platform for log aggregation and correlation
- Threat detection & remote incident response
- Log data enriched by various leading threat intelligence services
- Flexible log storage capabilities to meet audits and compliance regulations
- · Added visibility and monitoring on workstations
- Monthly & Quarterly Reporting (Executive + Technical)
- Quarterly Business Service Reviews
- Unlimited Log Volume and Events Per Second
- Unlimited number of custom rules
- Fully Fledged IDS & Human assisted IPS
- Strategic Security Insight
- · Unlimited access to dedicated security team
- Low noise, high signal platform (eliminate internal IT staff managing security incidents)

2) Managed Risk Service -

- Continuous internal vulnerability scanning (anything with an IP address)
- · Weekly external vulnerability scanning
- Quantifies risks from external networks, internal networks and endpoints

- Risk prioritization based on severity, latest exploits and business impact
- Asset discovery based on root domains and IP address
- Host based: inventory enrichment and vulnerability detection
- Identify and remediate security threats in real-time
- 3) Both External and Internal scans and vulnerability testing must use a combination of open-source and commercial scanners and at a minimum include the following -
 - Port Scanning
 - Service identification
 - System Identification
 - Vulnerability Testing and Verification
 - Prioritization of Remediation
- 4) External Penetration and Vulnerability Testing perform external penetration and vulnerability testing and scanning against the Town's firewalls and any other target systems provided by the Town to determine vulnerabilities on the Town's external facing interfaces that are exposed to the Internet. The scans will be performed on Town domain information and all public IP ranges used by the Town.

B. <u>Successful Proposer's Personnel</u>

The Successful Proposer shall be responsible for any training of his/her/its personnel. The Successful Proposer's personnel shall be adequately trained by the Successful Proposer, shall be experienced in the provision of services specified in this RFP, and shall be of good moral character. All of the Successful Proposer's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Proposer shall provide the Town with the following information:

- 1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
- 2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Proposer will update this list whenever there is a change in personnel.

IV. PROPOSAL SUBMISSION REQUIREMENTS

I. PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form

entitled "Price Proposal Form" that is enclosed herewith as Attachment A. The **Price Proposal Form** shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

The total price shall be a fixed sum for all work performed (not an hourly rate) and shall be all inclusive including travel, printing, telephone and any other outside expense.

II. NON-PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

A. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

B. Table of Contents

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

C. A Fully-Executed Scope of Services

Each Proposer shall submit a written narrative which explains in detail the scope of services to be provided by that Proposer.

D. Other Documents.

Each Proposer shall submit the following:

- 1) A fully executed Certificate of Non-Collusion (Attachment B).
- 2) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 4) A fully executed Certificate of Corporate Proposer (Attachment E).
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).
- 6) A fully executed Certificate of Non-Debarment (Attachment G).
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the proposal documents.
- 8) The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the proposer intends to sub-contract or any work required in the scope of services, the sub-contractor

- shall be identified. Sample work products are required for all personnel. This item is a major determinant in assessing the proposer's qualifications and shall be incorporated as a condition in the contract to be awarded.
- An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include résumé(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Résumés are required for all work personnel.
- 10) A detailed explanation of the proposer's approach to the work: methodology, demonstrated understanding of the scope of work, and the proposer's expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services shall be provided.
- 11) A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) for clients for whom the proposer has performed similar services within the past five (5) years.
- 12) Any other information deemed relevant to the work, and which the proposer believes will further the competitiveness of the proposal.
- 13) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Proposer.

V. SELECTION CRITERIA

1. Minimum Evaluation Criteria

In order to be considered a responsive and responsible Proposer, a Proposal shall comply with the Proposal Submission Requirements set forth in Section IV above.

2. Comparative Evaluation Criteria

All responsive proposals will be judged against the **Comparative Evaluation Criteria** detailed below. The Town will rank each proposal as:

- a. Highly Advantageous the proposal exceeds the standards of the specific criterion;
- b. Advantageous the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

2.1. Quality and Depth of Work Experience

<u>Highly Advantageous</u> – The proposal demonstrates experience with ten (10) or more similar projects.

<u>Advantageous</u> – The proposal demonstrates experience with five (5) to nine (9) similar projects.

<u>Not Advantageous</u> – The proposal demonstrates experience with four (4) or fewer similar projects.

2.2. Qualifications of the Proposer

<u>Highly Advantageous</u> – The proposer's résumé(s) demonstrate(s) that proposer has superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements.

<u>Advantageous</u> – The proposer's résumé(s) do/does not meet the above category for highly advantageous, but demonstrate(s) that proposer has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.

<u>Not Advantageous</u> – The proposer's résumé(s) do/does not demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein.

2.3. Desirability of approach to the work, demonstrated understanding of the community's needs, and proposer's ability to undertake and complete this work.

<u>Highly Advantageous</u> – The proposal demonstrates a superior approach to the subject material and a superior understanding of the issues addressed by the work.

<u>Advantageous</u> – The proposal does not meet the above category for highly advantageous, but demonstrates an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work.

<u>Not Advantageous</u> – The proposal does not demonstrate an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work, and/or the proposal fails to indicate a time schedule that meets the work requirements.

2.4. Overall Quality of Client References

<u>Highly Advantageous</u> – All references contacted spoke favorably of the work performed by the proposer and would use them again for similar work without hesitation.

Advantageous – Not used.

<u>Not Advantageous</u> – One (1) or more references stated that there had been difficulty with the proposer's ability to deliver the contracted services and deliverables.

2.5. Completeness and Quality of Proposal

<u>Highly Advantageous</u> – The proposal is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the Town.

<u>Advantageous</u> – The proposal does not meet the above criteria for highly advantageous, but the proposal is complete, informative, and meets criteria for responsiveness.

Not Advantageous – The proposal is not complete, informative, and responsive.

A proposal that fails to meet any of the minimum submission requirements shall be seemed **Unacceptable (U)** in all of the above categories.

VI. PROPOSAL SUBMISSION

Ten (10) copies of each sealed Proposal, in separate envelopes, as described above, shall be submitted by 11:00 A.M. LOCAL TIME, March 16, 2020 to this address:

Town of Natick Natick Public Works 75 West Street Natick, MA 01760.

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. After this time they will be opened in confidence. Proposals received after the date and time specified in this Section VI for receipt of Proposals will not be accepted.

VII. INTERVIEWS

After review of the technical proposals, the Screening Committee may, at its discretion, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required service. Interviewees will be ranked on their presentation.

VIII. FINAL SELECTION AND AWARD

The Screening Committee will review the non-price proposals. The Screening Committee will determine which non-price proposals meet the minimum evaluation criteria set forth in Section IV above. The Screening Committee will rank such non-price proposals in accordance with the comparative evaluation criteria set forth in the Section V above. The Screening Committee will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the Screening Committee's analysis of both the Price-Proposal and the Non-Price Proposal, the Screening Committee will make a recommendation to the Procurement Officer, to the Natick Town Administrator, and to the Natick Board of Selectmen concerning which Proposal, if any, the Town should accept. The Natick Board of Selectmen will then decide whether a Contract will be awarded. Any Contract will be awarded, if at all, pursuant to all applicable provisions of the Massachusetts General Laws, to a responsive and responsible Proposer who has submitted the most

advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

IX. COMPLIANCE WITH LAWS

The Successful Proposer shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

X. INSURANCE

The Successful Proposer shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFP and is incorporated herein by reference. Without limitation of other requirements of this RFP, no Contract shall be entered into by the parties unless the successful Proposer complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

XI. INDEMNIFICATION

The Successful Proposer shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

XII. PERFORMANCE BOND REQUIREMENTS

DELETED - NOT APPLICABLE

XIII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

DELETED - NOT APPLICABLE

XIV. INDEPENDENT CONTRACTOR STATUS

The Successful Proposer shall provide services as an independent contractor with the Town of Natick and the Successful Proposer and his/her/its employees shall not be entitled to receive any benefits

of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

XV. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Proposer who is performing services under any Contract awarded by the Town of Natick, the Successful Proposer shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Proposer's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Proposer to provide such information to the Town, the Successful Proposer shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town shall be permitted to keep such information in its files.

XVI. <u>USE OF ALCOHOL AND CONTROLLED AND/OR MOOD ALTERING SUBSTANCES PROHIBITED</u>

The use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Proposer is prohibited on Town of Natick property which is the subject matter of this RFP and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Proposer violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Proposer shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Proposer shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town.

XVII. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Proposer, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

XVIII. INDEX OF ATTACHMENTS

Attachment A - Price Proposal Form

Attachment B - Certificate of Non-Collusion

Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)

Attachment D - Conflict of Interest Certification (M.G.L. c.268A).

Attachment E - Certificate of Corporate Proposer

Attachment F - Certificate of Compliance with M.G.L. c. 151B

Attachment G - Certificate of Non-Debarment

Attachment H - Form of Contract

ATTACHMENT A TOWN OF NATICK PRICE PROPOSAL FORM

The undersigned Proposer hereby submits a price proposal to provide Comprehensive Managed Information Systems Network Security Services-as-a-Service in the Town of Natick.

I	Printed Name of Proposer:
-	Address:
-	
The PRO below:	OPOSER hereby pledges to deliver the complete scope of services required for price shown
Total Pr	rice in Words:
Total Pr	rice in Numbers:
The PR	OPOSER acknowledges receipt of addenda nos.
	(Please write out all addenda. E.g., for three (3) addenda issued, write "1, 2, and 3" above. Do not write "1-3" or "3."
Author	ized Signature
Printed	Name
Printed	l Title

Date	
Full Legal Name	
Officers of Corporation and Addresses	
	_
	_
State of Incorporation	************
Principal Place of Business	
Tel	
Qualified in Massachusetts YesNo	
Principal Place of Business in MA	
Tel.	

ATTACHMENT B CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Proposer
Address of Proposer
Telephone Number
Ву:
(Signature)
Printed Name
Printed Title
Date

ATTACHMENT C CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C,§49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Proposer
Address of Proposer
Telephone Number
By:(Signature)
Printed Name
Printed Title
Date

ATTACHMENT D CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

- 1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
- 2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
- 3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
- 4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
- 5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Nam	e of Proposer	
Add	ress of Proposer	
	phone Number	
	(Signature)	
	Printed Name	

Printed Title
 Date

ATTACHMENT E CERTIFICATE OF CORPORATE PROPOSER

I,	, certify that I am the Clerk of the Corporation named as Proposer, who signed said Proposal on behalf of the of said Corporation and was duly authorized to sign said er signature thereto is genuine.
(Corporate Seal)	
Name of Proposer	
Address of Proposer	
Telephone Number	
Ву:	
(Signature)	
Printed Name	
Printed Title	

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Date

ATTACHMENT F CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Name of Proposer
Address of Proposer
Telephone Number
Ву:
(Signature)
Printed Name
Printed Title
Date

ATTACHMENT G CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer
Address of Proposer
Telephone Number
Ву:
(Signature)
Printed Name
Printed Title
Date

ATTACHMENT H FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)

Services-as-a-Service in the Town of Natick			
	This Contract is made this	day of	2020, by and
betwee	en the Town of Natick, Massachusetts	, with an address of Na	atick Town Hall, 13
East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen			
(hereir	nafter the "Town of Natick," or "the T	'own") and	, a
	zed under the laws of		
	. (hereinafter the "Contr		
		,	
	The words "he," "him" and "his" in t	his Contract, as far as t	they refer to the
Contra	actor, shall so refer whether the Contra		
	ration. All prior contracts for the serv	_	-
	es), if any exist between the Town an		
	be of no force and effect.	,	•
1.	Scope of Services		
	P		
	The Contractor shall provide Comprehensive Managed Information Systems		
	Network Security Services-as-a-Service, as set forth in the Request for Proposals		
	for Comprehensive Managed Inform		-
	a-Service in the Town of Natick ("R		
	Town of Natick, Massachusetts, whi		
	TO THE OT I THEORY ITEMODECITEDOCTO, WILL	on to moorborated note	

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Amendments to Contract (if any)

Second Priority:

Contract

Third Priority:

Addenda to the RFP (if any)

Fourth Priority:

RFP

Fifth Priority:

Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any

right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED - NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
- d. Professional Liability Insurance (Including Errors and Omissions) \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a

claims made basis, the effective period shall extend for a term of six (6) years after the end of this Contract.

- e. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:
 - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an

immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED - NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED - NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

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Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written

confirmation to the Town that such employee passed the Contractor's preemployment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

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- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.

- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town:

William D. Chenard

Deputy Town Administrator - Operations

Natick Town Hall 13 East Central Street Natick, MA 01760

With copies to:

Karis L. North, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410

Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of

perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- 1. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by

 Massachusetts law are inconsistent with other, non-statutory sections

in this agreement, any statutorily-mandated provisions contained herein shall control.

- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left intentionally blank.)

The Town of Natick, Massachusetts by: the Natick Board of Selectmen	by:	
Michael J. Hickey, Jr., Chairman	Signature	
Susan G. Salamoff, Vice Chairman	Printed Name	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Jonathan H. Freedman, Clerk	Printed Title	
Karen Adelman-Foster		
Richard P. Jennett, Jr.		
Dated:	Dated:	

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.	t
Dated:	

Arti P. Mehta	
Comptroller, Town of Natick	
The state of the s	ARTON
APPROVED AS TO FORM ONLY, AND NOT AS TO SUBST	ANCE:
Date	d٠
	u
Karis L. North, Esq.	

CERTIFICATE OF VOTE

I,	, hereby certify
(Cleri	c/Secretary)
that I am the du	y qualified and actingof
(Corpora	ation Name) (Title)
held on	tify that at a meeting of the Directors of said Corporation duly called and 20, at which meeting all Directors were present and voting, the was unanimously passed:
	thorize and empower either
(Name)	(Title)
	(Title); or
(Name)	(Title),
any or Corporation.	ne acting singly, to execute all contracts and bonds on behalf of the
I, further certify, 20 and has	that the above vote is still in effect on this the day of not been changed or modified in any respect.
	Signature
	Printed Name
	Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

Town of Natick, Massachusetts

ADDENDUM NO. 1

TO: Prospective Proposers

PROJECT: RFP: Comprehensive Managed Information Systems Network Security

Services-As-A-Service

FROM: Bryan R. Le Blanc

Procurement Officer Natick Public Works 75 West Street

Natick, MA 01760 (508)- 647-6438

DATE: March 12, 2020

Please also acknowledge via return correspondence upon receipt.

This addendum shall be acknowledged as indicated on the PRICE PROPOSAL FORM, which is included with the RFP, and which shall be submitted to the Town. Failure to acknowledge Addendum No. 1 in the PRICE PROPOSAL FORM may result in rejection of your firm's Proposal.

This addendum consists of four (4) pages.

The Town responds to questions raised in the procurement process:

- 1. Please elaborate on the requirement for two SOCs. Is this requirement negotiable? Yes, but two is preferred
- 2. Please elaborate on the requirement for 100 + security resources. Is this requirement negotiable? No
- 3. Are you looking for a Co-Managed solution (i.e. both the customer and service provider have access to the SIEM platform 24/7)? I guess the answer is yes since I assumed the customer and provider would both have access to the SIEM platform
- 4. Are there any compliance requirements to be met with this Managed SIEM solution? If so, please describe. Not at this time
- 5. Please describe any recurring operational/security pain points. Small staff with no security expertise
- 6. Is there a preference of hosting on premise (physical or virtual), or in the Cloud? I assumed it would be a hybrid solution but there's no preference

- 7. Please break down your log data into the following domains:
- 8. What are the data retention requirements? (Searchable, Archive) Not sure, I'll leave that up the vendor providing the service
 - a. Network
 - b. Endpoint
 - c. Security Services
- 9. What is the **GB/day** and/or **EPS** (events per second) of log data you are looking to ingest into this Managed SIEM solution? No idea, that's never been calculated and the following information requested below is not available.
- 1. Page 2 of 22 it is mention, "Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope". Can you please advise as to how should this be submitted? Should it be a CD or USB Flash Drive? A USB Flash Drive is preferable.
- 2. Does the SOC have to be located at the client site and are we monitoring multiple locations or just one (1) with an undetermined number of endpoints? SOC will be cloud based, we currently have two points of egress for our Internet service so I'm not sure what the best way is for you to monitor the network.
- 3. Is it critical to know the maximum number of endpoints (nodes, workstations, FE(s), etc.) to properly come up with pricing AND to determine resource allocation & load balancing requirements? 300 endpoints would cover all workstations and servers for now.
- 4. Or is it a requirement of the vendor to utilize two (2) SOC sites that are capable of monitoring more than 100 endpoints. Two is preferred but if one can handle more than 100 endpoints that's fine
- 5. Can the SOCs be cloud based solutions? Yes, that's preferred.
- 6. Does the Price and Non-Price Proposal have any page limits, font type and size preference as well as page layout (margins) requirements? No page limits, no font/size/margin rules. Please do not use staples or tab dividers, if at all possible.
- 7. Do we have an effective start date for this RFP? The RFP is currently being procured. Evaluation and award may take 30-60 days. Work may begin post award, assuming award is made.
- 8. The final submission on March 16th is either to be mailed or be submitted by in person. Is electronic submission a possibility and if so, who would we submitting it to (name and email and Title)? Absolutely NO electronic submission is permitted (per M.G.L. c. 30B, §6. You must submit two separately sealed price and non-price envelopes. They should be delivered by mail or in person to the Natick Procurement Office c/o Natick Public Works, 75 West Street, Natick, MA 01760. The RFP clearly explains the process.
- 9. By what date do we anticipate the answers to the Questions be released for review? Questions to be answered are being answered in this Addendum.

- Size of the Company (Number of Employees): SEVERAL HUNDRED EMPLOYEES, 500 LOGINS.
- О
- Number of Locations: Approximately 10 TOWN BUILDINGS
- Do you have any custom applications that you would like to include in the SIEM? If "Yes," what are the custom applications that you would like to be included?

N/A

- Has a Risk Assessment been conducted and/or Data Classification been collected? N/A
- Typical data retention is (6) months. What are your Log Data Retention Requirements? ohttps://www.sec.state.ma.us/arc/arcpdf/Municipal Retention Schedule 20190321.pdf
 - Is the Town of Natick seeking a fixed price all services under the SoW including all remediation service? If remediation is a separate billable service then please list it as such. Remediation services and costs, if any, are unknown at this point.
 - 2. Can remediation services be priced on an hourly basis? Yes
 - 3. Is there a budget for this project? Not yet
 - 4. How will the proposed cost be factored into the proposers selection? The Town evaluates all non-price criteria and ranks pursuant to M.G.L. c. 30B, §6, Following that process, the Town opens price proposal and evaluates, taking into account price and all other non-price criteria. The Town awards, if at all, pursuant to M.G.L. c. 30B, §6, to the responsible and responsive proposer with the most advantageous proposal, taking into account price and all other non-price criteria. The Town is looking for a fixed price in the price form to do all of the work.
 - 5. Section A. Scope of work
 - a. The Selected Vendor shall provide all labor and materials necessary to and provide a Comprehensive Managed Security Services-as-a-Service for the Town's information systems network that aligns with the Cybersecurity NIST framework offering a comprehensive and layered approach to managing security.
 - Which elements of the NIST framework are you referring? Reference the elements of the framework, if any, your product aligns with
 - b. Unlimited access
 - 1. What is this referring to, i.e. whom or what? Not sure what you're referencing.
 - a. Fully Fledged IDS & Human assisted IPS

- 1. What does Fully fledged mean? Does your product have an IDS or IPS component to it?
- a. Strategic Security Insight
 - 1. Can you describe the Strategic Insight desired in more detail? Once the system is in place can the vendor provide reports and a strategy to improve the networks security level
- a. Weekly external vulnerability scanning
 - Does this imply only assets with an external facing IP address correct? Yes
 - 2. Will the contractor be provided credentials for secured assets? Yes
 - 3. Is this the same as section 3 and 4? Yes, sections 3 and 4 provide a little more detail
- 6. Section V. Selection Criteria
 - a. 2.3. Desirability of approach to the work, demonstrated understanding of the community's needs, and proposer's ability to undertake and complete this work.
 - 1. What does the community's needs mean? Connect the proposal to the Proposer's assessment of the Town's needs.

All other terms and conditions of the procurement and resulting contract remain the same.

MEMORANDUM

To: PROCUREMENT FILE

From: Bryan R. Le Blanc, Esq. / Procurement Officer, Town of Natick

Re: Comprehensive Managed Information Systems Network Security Services-as-a-Service

Procurement

Date: January 7, 2020

With reference to the above RFP, in consultation with Town Administration, I have determined as follows:

The RFP process will enable the Town of Natick to consider and to provide higher ratings to service providers whose past contract experience, public project experience, and references reflect a unique ability to provide such services to cities and towns in the Commonwealth of Massachusetts generally, as well as to the Town in this case. Cost alone is an insufficient measure to protect the Town's interests, especially given the need to select a well-qualified firm to provide Comprehensive Managed Information Systems Network Security Services-as-a-Service to the Town. Recruitment of a network security firm to select one requires a high degree of experience and skill. The Town desires to measure and to weigh qualifications and other intangible characteristics of proposers. Hence, the Town of Natick shall use an RFP process, rather than an IFB process, to procure such services.

6/9/20

On June 9th, the SaaS review committee reviewed and ranked all the SaaS RFPs. The most advantageous proposal for the Town and the vendor recommended by the review committee was submitted by Winslow Technology for the Arctic Wolf product. Although second in cost, the Arctic Wolf solution is a complete security solution for the Town. Consisting of a Managed Risk Service and a Managed Detection and Response Service the overall solution proposed was complete, thorough and geared towards providing the Town with a comprehensive managed security service. The proposal was very detailed in scope and exceeded the requirements in the Town's SaaS RFP's scope of work.
The lowest price proposal was submitted by Tyler Technology but the scope of work lacked in detail and appeared to be more of a log aggregation and review solution and not a comprehensive security solution for the Town.

In order of cost they were -

- 1) HTC \$653,696
- 2) Hub Tech \$16,316/mo or \$195,792/year
- 3) Winslow Technology/Arctic Wolf \$91,289.13
- 4) Tyler Technologies \$31,000 + \$11,000/per penetration test = \$42,000 +\$5,600.00 vulnerability test

As received from the Review Committee, consisting of Robert LeFrancois and Kathy Lentini. It does not appear that Winslow's solution will exceed the Town's needs as expressed in the Scope of Services.

				Town of Natick				
Proposal Evaluation Form - Co	omprehensive Managed Information	Systems Network Security	Services as a Service (Group	Ranking Form)				
	Quality/Depth of Work Experience	Qualifications of Proposer	Approach to Work	Overall Quality of Client References	Completeness/Quality of Proposal	YOU MUST INCLUDE A REASON FOR EACH		
Company Name						CATECORVII		
WTG - Winslow/Arctic Wolf	Advantageous - 1 Municipality, 2 business	Highly Advantageous - Multiple Sercurity certs	Highly Advantageous - Detailed and Thorough, exceeded RFP specs		Highly Advantageous - Highly Detailed proposal, informative, easy to follow, complete solution			
НСН	Advantageous - No Municipalities	Advantageous - Appropriate Certs	Highly Advantageous - Detiled and Thorough		Highly Advantageous - Highly Detailed proposal, informative, easy to follow, complete solution			
Tyler	Highly Advantageous - Many Municipalities	Highly Advantageous - Multiple Sercurity certs	Not Advantageous - SOW is lacking detail and doesn't seem to include as much as other RFPs		Advantageous - Met minimum requiremets			
Hub	Advantageous - Proposal shows mostly Municipalities	Not Advantageous - Lacking Certifications	Advantageous - Scope of work met minimum requirements		Advantageous - met minimum requirements but requires purchase of Fortinet firewall			

Robert LeFrancois s

Witness Signature:

				Town of Natick				
Proposal Evaluation Form - Co	omprehensive Managed Information	Systems Network Security	Services as a Service (Indivi	dual Ranking Form)				
		T				YOU MUST		
	Quality/Depth of Work Experience	Qualifications of Proposer	Approach to Work	Overall Quality of Client References	Completeness/Quality of Proposal	INCLUDE A REASON FOR EACH		
ompany Name						CATECORVII		
WTG - Winslow/Arctic Wolf	Advantageous - 1 Municipality, 2 business	Highly Advantageous - Multiple Sercurity certs	Highly Advantageous - Detailed and Thorough, exceeded RFP specs		Highly Advantageous - Highly Detailed proposal, informative, easy to follow, complete solution			
НСН	Advantageous - No Municipalities	Advantageous - Appropriate Certs	Highly Advantageous - Detiled and Thorough		Highly Advantageous - Highly Detailed proposal, informative, easy to follow, complete solution			
yler	Highly Advantageous - Many Municipalities	Highly Advantageous - Multiple Sercurity certs	Not Advantageous - Lacking detail		Advantageous - Met minimum requiremets			
Hub	Advantageous - Mostly Municipalities	Not Advantageous - Lacking Certifications	Advantageous - Scope of work met minimum requirements		Advantageous - met minimum requirements but requires purchase of Fortinet firewall			
		CPO Signature	Bryan R. Le Blanc -s-					

Robert LeFrancois s

Witness Signature:

