



CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the **15th day of July 2014**, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and **Tangible Software, Inc. d/b/a Tangible Security, Inc.** (hereafter referred to as the Consultant).

WITNESSETH:

Professional Services Rendered

In consideration of the monetary payment hereinafter described, the Consultant will provide services to the **Information Technology** Department, to provide one full-time Cybersecurity Specialist to the City of Greensboro.

Relationship

The Parties in this contract agree that the Consultant is a professional corporation, and that the relationship created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice his profession for others during those periods when the Consultant is not performing work under this contract for the City.

Supervision and Inspection

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to the City's general rights of inspection and supervision to secure the satisfactory completion thereof.

Specific Duties & Responsibilities

The specific duties and responsibilities of the Consultant shall include but not be limited to **the items located in the Statement of Work, Attachment A.**

Term

The term of this Agreement shall be for a period of **two (2) years.**

Compensation

The City agrees to pay the Consultant compensation rates **as detailed in attachment,** attached hereto and made a part hereof. The total compensation is estimated to not exceed **\$551,252.00** for a two-year period. Payments on this contract are contingent upon sufficient appropriations being approved by City Council in succeeding fiscal years. Bills for fees or other compensation for services or expenses shall be submitted to the City in detail sufficient for a proper preaudit and post audit thereof.

Invoices

1. Submittal

Invoices to the City for compensation shall be submitted not more often than weekly.

2. Receipts Required

Where invoices are based in part on reimbursable expenses, the Consultant shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

3. Disputed Items

If any items in any invoices submitted by the Consultant are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

Payment of Taxes and Insurance

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

Amendments

Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Termination for Convenience

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

Failure to Comply With Terms of Contract

Should the Consultant fail to comply with the terms of this contract, the Consultant, upon actual or constructive notice of the default shall have thirty (30) days to remedy the default. Should the Consultant fail to remedy the default, the contract is terminated immediately upon the expiration of the thirty (30) days.

Rights

City retains the exclusive rights to cancel, stop or re-schedule any or all services associated with the Contract.

Non-Discrimination Requirements

In hiring, contracting, and all other acts, Consultant shall abide by all local, State and federal laws and regulations relevant to Minority/Women's Business Enterprises and shall not discriminate on the basis of sex, age, race, creed, color, religion, national origin, or disability.

Compliance With Applicable Law

Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

Indemnification

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise while the Consultant is performing, or as a result of, work pursuant to this Agreement.

Severance

Should any part of this contract be declared unenforceable, all remaining sections remain in force

Governing Law

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

Scope of Agreement

This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

E-Verify Compliance

The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

ATTACHMENT A STATEMENT OF WORK (SOW)

Cybersecurity Staff Augmentation

Overview

This SOW describes Tangible Security, Inc's CyberSecurity Staff Augmentation for City of Greensboro. This service is intended to provide City of Greensboro with access to expert assistance in designing and implementing a CyberSecurity Program.

The following services are offered as a part of this CyberSecurity Bundle Services SOW:

- CyberSecurity Staff Augmentation - 1 Full Time CyberSecurity Specialist

CyberSecurity Staff Augmentation

Tangible Security, Inc will hire, manage, and train an experienced and adept CyberSecurity Specialist in the same manner that we hire, manage, and train the world class Security Specialists on our internal team. This full-time CyberSecurity Specialist will work onsite at City of Greensboro and will report directly to City of Greensboro on a daily basis. City of Greensboro can manage their daily activities and prioritize the Security Specialist's tasks as if they were a direct full-time City of Greensboro employee.

Tangible Security Direct Supervision

A Tangible Security, Inc.'s Direct Supervisor will be assigned to help manage the CyberSecurity Specialist placed at City of Greensboro. The Tangible Security, Inc.'s Direct Supervisor will act as Project Manager for this contract.

The CyberSecurity Specialist placed at City of Greensboro will be a full-time Tangible Security, Inc. employee. In addition to reporting directly to a City of Greensboro supervisor they will also report directly a member of Tangible Security, Inc's Leadership Team. This service will allow City of Greensboro to rest assured that qualified and well managed CyberSecurity Specialist is 100% focused on improving City of Greensboro's security posture.

Access to Highly Specialized Security Professionals

In addition to benefiting from the regular guidance of the Direct Tangible Security, Inc.'s Supervisor, the CyberSecurity Specialist placed onsite at City of Greensboro will have access to Tangible Security, Inc.'s cadre of highly specialized Security Specialists including experienced Penetration Testers, Forensic Examiners, PCI QSAs, etc. In this way we truly extend our team into City of Greensboro's staff. Virtual meetings can be arranged, as needed, to seek guidance from other Tangible Security, Inc. Security Specialists.

Internal Training

The CyberSecurity Specialist placed at City of Greensboro's will have full access to Tangible Security, Inc.'s internal training sessions. These hour long sessions / tutorials usually occur weekly and focus on a variety of security subjects. All of our training sessions are archived and accessible to our new hires. Technology changes rapidly, especially in the CyberSecurity field, that's why Tangible Security, Inc. established an internal training program to ensure that our Security Specialists are constantly given the opportunity to improve their knowledge base of tools, technologies and methodologies.

Employee Benefits

To attract and retain top talent Tangible Security, Inc. will offer high quality benefits, such as:

- Medical, dental, vision, and prescription drug coverage
- 401K Retirement Accounts
- Life Insurance
- Long Term Disability Insurance
- Paid Time Off
- Employee Assistance Program
- Flexible Spending Accounts for health care or dependent care costs
- Voluntary Benefit Programs, such as:
 - Group Universal Life Insurance
 - Level Term Life Insurance
 - Short Term Disability Insurance
 - Accident Insurance
 - Critical Illness Insurance
 - Home, auto, and recreational vehicle insurance,
 - Group Legal Services Plan
 - Employee Purchase Program
 - Identity Theft Assistance

Equipment

Tangible Security, Inc. will provide 1 (one) laptop for the CyberSecurity Specialist, if desired. All other equipment and materials must be provided by City of Greensboro.

Primary Responsibilities

The CyberSecurity Specialist that Tangible Security, Inc. places onsite at City of Greensboro will assist City of Greensboro in the development and implementation of a CyberSecurity Program. Efforts will be focused on:

- Security Strategy and Architecture
- Organizational Knowledge / Operating Procedures
- Security Roles and Responsibilities
- Security Policy Enforcement
- Security Monitoring
- Change Management
- Configuration Management
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- Vulnerability Management
- Acquisition / Purchase of Security Tools
- Secure Software Development Lifecycle
- User Security Awareness
- User Security Training, especially for privileged users
- Physical and Environmental Security
- Network Design / Segmentation
- Perimeter Security
- Intrusion Detection / Prevention
- Asset Classification
- Data Classification
- Compliance Management
- Data Loss Prevention

- Other CyberSecurity Programs, as needed

CyberSecurity Specialist Knowledge Level

This CyberSecurity Specialist will have the necessary CyberSecurity knowledge to be able to guide City of Greensboro through developing and administering a CyberSecurity Program. This individual will have knowledge of secure system and network design and implementation and strong security engineering skills. This position will perform some of the day-to-day CyberSecurity activities and will perform much of the CyberSecurity planning and design work.

In addition to a strong CyberSecurity general skill set this position requires the following specialty:

- SIEM Tuning
- SIEM Event Analysis

Period of Performance (POP)

This CyberSecurity Staff Augmentation project is expected to run for two (2) years, from 15 July 2014 to 14 July 2016.

Fee Summary

- FTE - CyberSecurity Specialist Fee: \$551,252.00 for a two year period
- One (1) Full Time Equivalent (FTE) for 24 months, payable monthly. 50 weeks a year, 2 weeks off, plus Greensboro designated holidays, office closures.
- The City of Greensboro will be invoiced for the services in 24 monthly payments of \$22,968.83 per month. This is a firm fixed price contract.
- Tangible Software, Inc.'s GSA IT-70 SIN 132-51, Contract Number GS-35F-0906N

Insurance Requirements

Tangible Security, Inc. will maintain insurance requirements, throughout the life of the contract, as per City of Greensboro Insurance Requirements.

- **Worker's Compensation**: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.
- **Commercial General Liability**: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.
- **Business Auto Policy**: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.