

**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

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July 22, 2024

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|-----|--|---|
| TO: | Executive Departments/Agencies Department of Education School Facilities Authority Hawaii Health Systems Corporation Office of Hawaiian Affairs University of Hawaii Public Charter School Commission and Schools House of Representatives Senate Judiciary | City and County of Honolulu Honolulu City Council Honolulu Board of Water Supply Honolulu Authority for Rapid Transportation County of Hawaii Hawaii County Council County of Hawaii-Department of Water Supply County of Maui Maui County Council County of Maui-Department of Water Supply County of Kauai Kauai County Council County of Kauai – Department of Water |
|-----|--|---|

FROM: Bonnie Kahakui, Administrator *Bonnie A Kahakui*

SUBJECT: **Change No. 3**
SPO Price List Contract No. 22-09
NASPO VALUEPOINT INFORMATION SECURITY SERVICES
RFP No. RFP20200339
Expires: February 23, 2026

The following change is made to the price list contract:

- The sales contact for 22nd Century Technologies Inc is updated.

The current vendor list contract incorporating Change No. 3 is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Matthew Chow at (808) 586-0577 or matthew.m.chow@hawaii.gov.

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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 22-09
Includes Change No. 3
Effective: 07/22/2024

THIS SPO PRICE/VENDOR LIST CONTRACT IS FOR AUTHORIZED BUSINESS ONLY

**NASPO VALUEPOINT
INFORMATION SECURITY SERVICES**
(RFP No. 7219941)
April 22, 2022 to February 23, 2026

INFORMATION ON NASPO VALUEPOINT

The NASPO ValuePoint Cooperative Purchasing Organization is a multi-state contracting consortium of state governments, including local governments, of which the State of Hawaii is a member. NASPO ValuePoint Purchasing Organization seeks to achieve price discounts by combining the requirements of multi-state governmental agencies, and cost-effective and efficient acquisition of quality products and services.

The State of Idaho is the lead agency and contract administrator for the NASPO ValuePoint Information Security Services. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to three (3) qualified Contractors.

The purpose of this contract is to provide information security services in the following categories: (1) Risk Assessment and Mitigation Services, (2) Incident Response Services, and (3) Breach Coach Services.

For additional information on this contract, visit the NASPO ValuePoint website at <https://www.naspovaluepoint.org/portfolio/information-security-services/>.



PARTICIPATING JURISDICTIONS listed below have signed a cooperative agreement with the SPO and are authorized to utilize this price list contract.

| | |
|--|--|
| Executive Departments/Agencies | City and County of Honolulu (C&C Honolulu) |
| Department of Education (DOE) | Honolulu City Council |
| School Facilities Authority (SFA) | Honolulu Board of Water Supply |
| Hawaii Health Systems Corporation (HHSC) | Honolulu Authority for Rapid Transportation (HART) |
| Office of Hawaiian Affairs (OHA) | County of Hawaii |
| University of Hawaii (UH) | Hawaii County Council |
| Public Charter School Commission and Schools | County of Hawaii – Department of Water Supply |
| House of Representatives (House) | County of Maui |
| Senate | Maui County Council |
| Judiciary | County of Maui – Department of Water Supply |
| | County of Kauai |
| | Kauai County Council |
| | County of Kauai – Department of Water |

The participating jurisdictions are not required but may purchase from this price list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors; however, HRS chapter 103D, and the procurement rules apply to purchases by using the applicable method of procurement and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources is at the discretion of the participating jurisdiction.

POINT OF CONTACT. Questions regarding the products listed, ordering, pricing and status should be directed to the contractor(s).

Procurement questions or concerns may be directed as follows:

| Jurisdiction | Name | Telephone | FAX | E-mail |
|--|----------------------------|-----------|----------|--|
| Executive | Matthew Chow | 586-0577 | 586-0570 | matthew.m.chow@hawaii.gov |
| DOE | Procurement Staff | 675-0130 | 675-0133 | G-OFS-DOE-Procurement@k12.hi.us |
| SFA | Gaudencia "Cindy" Watarida | 430-5531 | n/a | cindy.watarida@k12.hi.us |
| HHSC | Nancy Delima | 359-0994 | n/a | ndelima@hhsc.org |
| OHA | Christopher Stanley | 594-1833 | 594-1865 | chriss@oha.org |
| UH | Karlee Hisashima | 956-8687 | 956-2093 | karlee@hawaii.edu |
| Public Charter School Commission and Schools | Danny Vasconcellos | 586-3775 | 586-3776 | danny.vasconcellos@spscsc.hawaii.gov |
| House | Brian Takeshita | 586-6423 | 586-6401 | takeshita@capitol.hawaii.gov |
| Senate | Carol Taniguchi | 586-6720 | 586-6719 | c.taniguchi@capitol.hawaii.gov |

| Jurisdiction | Name | Telephone | FAX | E-mail |
|---|------------------------|-------------------|----------|--|
| Judiciary | Tritia Cruz | 538-5805 | 538-5802 | tritia.l.cruz@courts.hawaii.gov |
| Honolulu City and County (C&C) | Procurement Specialist | 768-5535 | 768-3299 | bfs purchasing@honolulu.gov |
| Honolulu City Council | Kendall Amazaki, Jr. | 768-5084 | n/a | kamazaki@honolulu.gov |
| Honolulu City Council | Nanette Saito | 768-5085 | 768-5011 | nsaito@honolulu.gov |
| Honolulu Board of Water Supply | Procurement Office | 748-5071 | n/a | fn_procurement@hbws.org |
| HART | Dean Matro | 768-6246 | n/a | dean.matro@honolulu.gov |
| County of Hawaii | Diane Nakagawa | 961-8440 | n/a | Diane.Nakagawa@hawaiicounty.gov |
| Hawaii County Council | Diane Nakagawa | 961-8440 | n/a | Diane.Nakagawa@hawaiicounty.gov |
| County of Hawaii - Department of Water Supply | Ka'iulani L. Matsumoto | 961-8050 ext. 224 | 961-8657 | kmatsumoto@hawaiidws.org |
| County of Maui | Jared Masuda | 463-3816 | n/a | jared.masuda@co.maui.hi.us |
| Maui County Council | Marlene Rebugio | 270-7838 | n/a | marlene.rebugio@mauicounty.us |
| County of Maui - Department of Water Supply | Kenneth L. Bissen | 270-7684 | 270-7136 | ken.bissen@co.maui.hi.us |
| County of Kauai | Ernest Barreira | 241-4295 | 241-6297 | ebarreira@kauai.gov |
| Kauai County Council | Codie Tabalba | 241-4193 | 241-6349 | ctabalba@kauai.gov |
| County of Kauai - Department of Water | Christine Erorita | 245-5409 | 245-5813 | cerorita@kauaiwater.org |

USE OF PRICE & VENDOR LIST CONTRACTS BY NONPROFIT ORGANIZATIONS. Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price & vendor lists contracts.

A listing of these nonprofit organizations is available at the SPO website: <http://spo.hawaii.gov>. Click on *For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing.*

If a nonprofit wishes to purchase from a SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor, i.e., participation must be mutually agreed upon. A Contractor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a SPO price or vendor list Contractor(s).

CONTRACTORS. The authorized contractors are listed in this price list contract. They have signed a Master Agreement with the State of Idaho and a Participating Addendum with the Hawaii State Procurement Office.

Contractor:
22nd Century Technologies Inc
MGT of America Consulting LLC

Master Agreement Number:
MA20220112-01
MA20220112-05

VENDOR CODES for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.

COMPLIANCE PURSUANT TO HRS §103D-310(c). Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Price List Contract No. 22-09. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.*

PURCHASING CARD (pCard). The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, SFA, HHSC, OHA, and UH, for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Note: Vendors may not impose a transaction fee-for pCard transactions.

PURCHASE ORDERS may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, or set minimum order requirements before accepting the pCard.

SPO PL CONTRACT NO. 22-09 & applicable **NASPO VALUEPOINT MASTER AGREEMENT NUMBER** shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO Price List Contract No. 22-09 and the applicable NASPO ValuePoint Master Agreement Number shall be notated on the appropriate transaction document.

PAYMENTS are to be made to the Contractor(s) remittance address. HRS §103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. Payments may also be made via pCard.

LEASE AGREEMENTS are not allowed under this contract.

STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE shall not exceed the following rates if seller elects to pass on the charges to its customers.

| COUNTY | COUNTY SURCHARGE TAX RATE | STATE GET | MAX PASS-ON TAX RATE | EXPIRATION DATE OF SURCHARGE TAX RATE |
|---|---------------------------|-----------|----------------------|---------------------------------------|
| C&C OF HONOLULU | 0.50% | 4.0% | 4.7120% | 12/31/2030 |
| HAWAII | 0.50% | 4.0% | 4.7120% | 12/31/2030 |
| COUNTY OF MAUI (including Molokai and Lanai) | 0.50% | 4.0% | 4.7120% | 12/31/2030 |
| KAUAI | 0.50% | 4.0% | 4.7120% | 12/31/2030 |

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation’s website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

COMPLIANCE PURSUANT TO HRS §103-53. All state and county contracting officers or agents shall withhold final payment of a contract until the receipt of tax clearances from the director of taxation and the Internal Revenue Service. This section does not apply to contracts of less than \$25,000.

VENDOR AND PRODUCT EVALUATION form, SPO-012, for the purpose of addressing concerns on this price list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET at the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

EMERGENCY PURCHASE. The FEMA special provisions have been added to the contract to allow departments/agencies to make purchases during a declared disaster and seek FEMA reimbursement during a declared emergency. For more information, please visit: <https://spo.hawaii.gov/for-state-county-personnel/disaster-preparedness-procurement/fema-reimbursement/>

The following Contractors have agreed to the FEMA special provisions:

- 22nd Century Technologies Inc.
- MGT of America Consulting, LLC

CONTRACT INFORMATION

Definitions

- **Active Participant:** Every Eligible Person that voluntarily elects to activate their participation by agreeing to use the Credit Monitoring Services.
- **Adequate Security:** Security commensurate with the risk and the magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.
- **Breach or Data Breach:** A security incident in which sensitive, protected or confidential Data is copied, transmitted, viewed, stolen or used by an individual unauthorized to do so.
- **Breach Response Specialist:** A specialized role, performed by an attorney, in responding to a Data Breach or other cyber incident.
- **Computer Security Incident Response Team (CSIRT):** A capability set up for the purpose of assisting in responding to computer security-related incidents; also called a Computer Incident Response Team (CIRT) or a CIRC (Computer Incident Response Center, Computer Incident Response Capability).
- **Data:** All information developed, documented, derived, stored, installed or furnished by the Purchasing Entity under a Participating Addendum, including all information related to records owned by or in the possession of the Purchasing Entity. (Data may include PII.)
- **Eligible Person:** Every individual or business that meets the criteria established by a Participating Entity to qualify for the Notification and Credit Monitoring Services. The Participating Entity will have sole discretion to determine who qualifies as an Eligible Person.
- **Event:** Any observable occurrence in a network or system.
- **Incident or Cyber Security Incident:** A violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices in order to affect a system, application, or network's integrity or availability and/or the unauthorized access or attempted access to a system or systems. Also referred to as Security Incident or Cyber Incident.
- **Incident Handling:** The mitigation of violations of security policies and recommended practices.
- **Incident Manager:** The individual who manages the process to restore normal service operation as quickly as possible to minimize the impact to business operations. Responsible for planning and coordinating all the activities required to perform, monitor, and report on the process.
- **Personally Identifiable Information or PII:** Information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
- **Threat:** The potential source of an adverse event; the possibility of a malicious attempt to damage or disrupt a computer network or system.
- **Triggering Event:** A Breach or suspected Breach of PII, or any other circumstance which results in a Participating Entity activating Notification and Credit Monitoring Services under the Master Agreement (through a Participating Addendum).

Vulnerability: A weakness in a system, application, or network that is subject to exploitation or misuse.

Scope of Work

Point of Contact. The Contractor must provide a single POC for each Participating Entity. The POC must be available during the regular business hours of the assigned Participating Entity. The Contractor may assign the same POC to more than one Participating Entity.

Security of Information. Protection of Data must be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of Data at any time. To this end, the Contractor must safeguard the confidentiality, integrity, and availability of Data and comply with the following conditions:

- All Purchasing Entity Data obtained by the Contractor under a Participating Addendum must become and remain property of the Purchasing Entity.
- At no time shall any Data or processes which either belong to or are intended for the use of the Purchasing Entity or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- The Contractor must meet or exceed the requirements of the Purchasing Entity's security policies, standards, and regulatory and contractual obligations as defined in the Participating Entity's Participating Addendum and Purchase/Work Order. The Contractor must have security measures in place to ensure that a Purchasing Entity's sensitive or protected information and/or Data at rest, in use, or in transit is not compromised through a breach* of the Contractor's system and/or applications.

(*“breach” shall mean a security incident in which sensitive, protected or confidential Data is copied, transmitted, viewed, stolen or used by an individual unauthorized to do so.)

- The Contractor must notify the Purchasing Entity of any suspected or actual Breach of the Purchasing Entity's or Active Participants' Data immediately upon discovery.
- The Contractor must be AICPA SOC 2 compliant or maintain equivalent security controls that cover the security, availability, processing integrity, and confidentiality of Data. The Contractor must keep all information regarding the Purchasing Entity, Eligible Persons and Active Participants, whether obtained from the Purchasing Entity, from Eligible Persons, or through performance of the services under the Master Agreement, confidential and secure and additionally must dispose of all information in a manner that meets or exceeds the AICPA SOC 2 standards, available at:

<http://www.aicpa.org/interestareas/frc/assuranceadvisoryservices/pages/aicpasoc2report.aspx>

- The Contractor must contact the Purchasing Entity immediately upon receipt of any electronic discovery, litigation holds, discovery searches, expert testimony, or other similar requests which in any way might reasonably require access to the Purchasing Entity's Data.

- The Contractor must not respond to subpoenas, service of process, and other legal requests related to the Purchasing Entity without first notifying the Purchasing Entity unless prohibited by law from providing such notice.
- The Purchasing Entity owns all rights, title and interest in its Data that is related to the services provided under any Order. The Contractor must not access the Purchasing Entity's user accounts or Data, except (i) in the response to service or technical issues, (ii) as required by the express terms of the Order, or (iii) at the Purchasing Entity's written request.

Category 1 – Risk Assessment and Mitigation Services

Point of Contact. The Contractor must provide a single POC for each Participating Entity. The POC must be available during the regular business hours of the assigned Participating Entity. The Contractor may assign the same POC to more than one Participating Entity.

Security of Information. Protection of Data must be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of Data at any time. To this end, the Contractor must safeguard the confidentiality, integrity, and availability of Data and comply with the following conditions:

- All Purchasing Entity Data obtained by the Contractor under a Participating Addendum must become and remain property of the Purchasing Entity.
- At no time shall any Data or processes which either belong to or are intended for the use of the Purchasing Entity or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- The Contractor must meet or exceed the requirements of the Purchasing Entity's security policies, standards, and regulatory and contractual obligations as defined in the Participating Entity's Participating Addendum and Purchase/Work Order. The Contractor must have security measures in place to ensure that a Purchasing Entity's sensitive or protected information and/or Data at rest, in use, or in transit is not compromised through a breach* of the Contractor's system and/or applications.

(*“breach” shall mean a security incident in which sensitive, protected or confidential Data is copied, transmitted, viewed, stolen or used by an individual unauthorized to do so.)

- The Contractor must notify the Purchasing Entity of any suspected or actual Breach of the Purchasing Entity's or Active Participants' Data immediately upon discovery.
- The Contractor must be AICPA SOC 2 compliant or maintain equivalent security controls that cover the security, availability, processing integrity, and confidentiality of Data. The Contractor must keep all information regarding the Purchasing Entity, Eligible Persons and Active Participants, whether obtained from the Purchasing Entity, from Eligible Persons, or through performance of the services under the Master Agreement, confidential and secure and additionally must dispose of all information in a manner that meets or exceeds the AICPA SOC 2 standards, available at:

<http://www.aicpa.org/interestareas/frc/assuranceadvisoryservices/pages/aicpasoc2report.aspx>

- The Contractor must contact the Purchasing Entity immediately upon receipt of any electronic discovery, litigation holds, discovery searches, expert testimony, or other similar requests which in any way might reasonably require access to the Purchasing Entity's Data.
- The Contractor must not respond to subpoenas, service of process, and other legal requests related to the Purchasing Entity without first notifying the Purchasing Entity unless prohibited by law from providing such notice.
- The Purchasing Entity owns all rights, title and interest in its Data that is related to the services provided under any Order. The Contractor must not access the Purchasing Entity's user accounts or Data, except (i) in the response to service or technical issues, (ii) as required by the express terms of the Order, or (iii) at the Purchasing Entity's written request.

Category 2 – Incident Response Services

Orders. A Purchasing Entity may customize services ordered. The Purchasing Entity will work with the Contractor to develop a Statement of Work for each Order. A Purchasing Entity may elect to use a limited selection of services rather than all services available under this Category. The Purchasing Entity reserves the right to amend any Order to add or remove services as the actual scope of the Event or Incident is determined.

The Statement of Work must include a detailed task list, deliverables, timeframes, estimated level of effort and staffing levels for the specific services.

If the service is to be performed on-site, travel costs will be reimbursed in accordance with the Purchasing Entity's travel policy, which will be included with the Order.

The Contractor must provide timely response to a Purchasing Entity's request for services. The Contractor must maintain an active, monitored email account for priority or urgent communications.

The Contractor must provide a general call center that may be reached via toll free number twenty-four hours per day, seven days per week (24x7), every day of the year.

After initial request is transmitted by the Purchasing Entity to the Contractor's representative, an Incident Manager must respond by telephone or email within four (4) hours.

If the Incident requires an on-site Contractor presence, the Contractor must be on-site within one (1) business day of request, or as mutually agreed on the Order.

The Contractor must ensure all Consultant services are performed by trained experts in the field relevant to the services ordered, who possess the experience and qualifications identified in the Contractor's response to Category 2 Consultants – Experience and Qualifications.

Event and Incident Management. The Contractor must work with the Purchasing Entity to determine the actual scope of an Event and determine if the Event is an Incident. This may include, but is not limited to, gathering information from various sources such as log files, error messages, and other resources such as intrusion detection systems and firewalls that may produce evidence to determine if an Event is an Incident.

The Contractor must collect evidence, follow Chain of Custody protocol, and document all actions taken during the Event or Incident Response.

All Event and Incident documentation must be made available to the Purchasing Entity and law enforcement upon request.

The Contractor must identify when the Purchasing Entity should contact law enforcement and the Contractor must work with law enforcement under the direction of the Purchasing Entity.

Because of the sensitive and confidential nature of information and communication surrounding an Incident, the Contractor must ensure all communication is through secure channels and disclosure of Incident information is limited to identified Purchasing Entity personnel and limited to a need to know basis (as defined by the Purchasing Entity) for all others.

Containment Services. The Contractor shall provide containment services that include but are not limited to:

1. Short-term containment of an Event or Incident to limit the damage incurred while preventing the destruction of any evidence that may be needed for later prosecution.
2. System back-up utilizing forensic software that preserves evidence and captures affected system(s) as they were during the Incident.
3. Long-term containment of affected system(s) to allow systems to be used in production during eradication.

Eradication Services. The Contractor shall provide eradication services that include but are not limited to removal of malicious or illicit code and restoration of affected system(s).

Recovery Services. The Contractor shall provide recovery services that include but are not limited to reinstatement of affected system(s) into the production environment. May include, but is not limited to testing, monitoring, and validation that ensure reinstated system(s) do not re-infect the environment and are not otherwise compromised.

Forensic Analysis. The Contractor shall conduct forensic analysis that includes but is not limited to in-depth analysis or investigation and report that objectively identifies and documents the culprits, reasons, course, and consequences of a security incident, utilizing a legally admissible methodology. Services include, but are not limited to the following:

1. Protect the system during forensic examination from any possible alteration, damage, corruption of Data, or virus introduction.

2. Discover and recover all files on the system, including but not limited to existing normal, deleted, hidden, password-protected, and encrypted files; reveal the contents of hidden, temporary, and swap files; access the contents of protected or encrypted files, if possible and legally appropriate; and analyze all possibly relevant Data, including Data found in unallocated space on a disk and slack space in a file.
3. Create report that includes overall analysis of the subject system, all possibly relevant files, and discovered file Data. Report may include, but is not limited to system layout, file structures, any Data and authorship information discovered, any attempts to hide, delete, protect, and encrypt information, and any other discovered information or Data that appears to be relevant to the examination. The report must be provided within the timeframe specified by the Purchasing Entity.
4. Provide expert consultation and/or testimony, when required by the Purchasing Entity.

Reporting. The Contractor must provide comprehensive reviews and analyses of a Purchasing Entity's Event or Incident. Reports may include, but are not limited to:

1. Review and report that includes identification of potentially compromised information, trends, and unusual patterns.
2. Investigation and report of the circumstances surrounding the Event or Incident, including determination of whether or not the Event or Incident appears to be incidental, accidental, or targeted.
3. Analysis of the compromised Data to determine if there is evidence of Data mismanagement or compromise.
4. Report that includes aggregate and complete information to date, allowing the Purchasing Entity to quickly address inquiries from Federal, state, and local stakeholders and the media.
5. Post-incident analysis that identifies necessary improvements to existing security controls and practices and includes recommendations for correcting systemic weaknesses and deficiencies in policies and procedures.

During the engagement, reports must be incrementally delivered on a schedule defined by the Purchasing Entity. This includes, but is not limited to:

1. Written status reports of activities completed, findings, and planned activities no less frequently than weekly or as otherwise determined by the Purchasing Entity.
2. Comprehensive final written report within one (1) week of conclusion of the engagement, or as otherwise determined by the Purchasing Entity.
3. Written inventory of all copies made of files or configurations from workstations, servers, or network devices.
4. Executive briefings and written summaries, as appropriate to the Incident or Event.

Call Center. The Contractor must provide a call center that may be reached via toll free number 24x7, every day of the year.

The Contractor must clearly identify to callers the method to access services for each distinct Triggering Event.

Staff at the call center must answer questions regarding services, eligibility, and enrollment in a courteous and professional manner, using the FAQ script, if one is provided by the Purchasing Entity. Additionally, all calls to the call center must be answered by a call center staff member within one (1) minute of the call being placed.

Value-Add Services. Offerors who can supply value add services beyond what is required should describe those value-add services enter the cost(s) for such within their Cost Proposals.

Category 3 – Breach Coach Services

Orders. A Purchasing Entity may customize services ordered. The Purchasing Entity will work with the Contractor to develop a Statement of Work for each Order. A Purchasing Entity may elect to use a limited selection of services rather than all services available under this Category. The Purchasing Entity reserves the right to amend any Order to add or remove services as the actual scope is determined.

The Statement of Work must include a detailed task list, deliverables, timeframes, estimated level of effort and staffing levels for the specific services.

If the service is to be performed on-site, travel costs will be reimbursed in accordance with the Purchasing Entity's travel policy, which will be included with the Order.

The Contractor must provide timely response to a Purchasing Entity's request for services. The Contractor must maintain an active, monitored email account for priority or urgent communications.

After initial request is transmitted by the Purchasing Entity to the Contractor, the Contractor must respond by telephone or email within two (2) business days.

The Contractor must provide the required services within one (1) business day of request, or as mutually agreed on the Order.

The Contractor must ensure all Breach Response Specialists that provide services are trained experts in the field relevant to the services ordered, who possess the experience and qualifications identified in the Contractor's response to Category 3 Breach Response Specialist – Experience and Qualifications.

The Contractor must possess well-rounded knowledge of the Breach life cycle from start to finish including, but not limited to the investigation process, regulatory requirements, and consumer and business notification rules and expectations.

The Contractor must provide guidance, advice and consultation to coordinate and support the Purchasing Entity's Breach response, including the investigation and mitigation of a Breach impacting individuals or organizations that may be located within the state, region, or dispersed nationwide. Services may include, but are not limited to:

1. Work collaboratively with the Purchasing Entity's incident response team and Incident response Contractor, if applicable. The Contractor must also cooperatively and collaboratively engage with internal stakeholders such as, but not limited to, the Purchasing Entity's legal counsel, state's attorneys general, federal regulators, internal IT and Human Resources staff, Risk Management, and public relations/media representative(s) as appropriate to the Breach.
2. Facilitate Crisis Management that arises from the Breach by engaging and collaborating with external partners such as Public Relations firms, IT consultants, Forensic Accountants, and Credit Monitoring and Notification services providers, and law enforcement.
3. Determine whether the Data compromised by a Breach requires notification, as defined by state and Federal security breach laws.
4. Advise on communication strategy and notification requirements, including, but not limited to preparing and supporting communications regarding the Breach to regulators, affected individuals, the media, and others identified by the Purchasing Entity.
5. Provide counsel on ethical implications, reputation management, and the subsequent risks following any Data Breach.
6. Advise on legal consequences and rules applicable to the Purchasing Entity's compliance with relevant data protection laws.
7. Assist the Purchasing Entity during regulatory investigation, litigation or both.

Value-Add Services. Offerors who can supply value add services beyond what is required should describe those value-add services enter the cost(s) for such within their Cost Proposals.

AGENCY INSTRUCTIONS

| Contractor | Category 1 – Risk Assessment and Mitigation Services | Category 2 – Incident Response Services | Category 3 – Breach Coach Services |
|---|--|---|------------------------------------|
| 22 nd Century Technologies Inc | Yes | Yes | No |
| MGT of America Consulting LLC | No | No | Yes |

Agency shall follow its jurisdiction CIO instructions. If agency's jurisdiction is not included below, agency shall have its CIO contact Matthew Chow at matthew.m.chow@hawaii.gov.

INSTRUCTIONS FOR EXECUTIVE DEPARTMENTS/AGENCIES

(Excludes UH, DOE, OHA and HHSC)

1. Purchasing Entity is required to contact their IT Coordinator for instructions and assistance with procuring Information Security Services from one of the authorized contractors listed in Price List Contract No. 22-09. Prior approval for all procurements using this Price List is required by the Purchasing Entity's IT Coordinator.
2. Prior approval for IT related service estimated at \$100K or more is required to be submitted to ETS IT Governance by the IT Coordinator, via the ETS IT Spend Request process.
3. Purchasing Entity shall issue a Statement of Work (SOW) to the authorized vendor(s). The Purchasing Entity shall obtain one (1) price quote from one of the authorized vendors for procurements up to \$50,000. For procurements more than \$50,000, two (2) or more price quotes shall be solicited from two (2) different authorized vendors and provided the SOW.
 - For Categories 1-3: At minimum, a SOW shall include a detailed task list, deliverables, timeframes, estimated level of effort and staffing levels for the specific services. If the services it to be performed on-site, travel costs will be reimbursed in accordance with the agency's travel policy which will be included with the order.
 - For Category 1: The Purchasing Entity shall identify Data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the Purchasing Entity's Purchase Order.
 - For Category 4: Each Purchasing Entity has sole discretion to determine if and when it will activate services and to define the eligibility requirements for Eligible Persons to register for the services. Activation of services shall commence upon written notification to the Contractor by a Purchasing Entity. The Purchasing Entity will provide the Contractor with a list of apparent Eligible Persons.
4. When utilizing this price list contract, awards for Value-Add Services (e.g., consulting services pre- and post-implementation) shall not exceed \$100,000.00 per year and the contract term shall not exceed three (3) years, unless requesting agencies receive written approval by the CIO.
5. The Purchasing Entity shall award based on lowest price. If the lowest price does not meet the agency's specification and operational requirements, the award may be made to the authorized vendor whose offer represents the best value to the agency with a completed form SPO-010. The completed form SPO-010 is kept in the procurement file.
6. All orders at a minimum shall include: (a) the services being delivered, (b) the place services are rendered (if applicable), (c) a billing address, (d) the name, phone number, and address of the purchasing entity representative, (e) the price per hour or other pricing elements consistent with the Master Agreement and the Contractor's proposal, (f) a ceiling amount of the order for services being ordered, and (g) The SPO Price List 22-09 and Master Agreement Number.
7. Purchasing Entity should coordinate the execution of the Purchase Order (along with supporting SOW) in the following order:
 - Contractor signs the Purchase Order;
 - CIO or CIO's designee signs the Purchase Order; and
 - Purchasing Entity's procurement officer with authority to execute contracts signs the Purchase Order.
8. Purchasing Entity retains original purchase order and supporting documents.
9. For questions, contact Vincent Hoang at (808) 587-1212 or at vincent.hoang@hawaii.gov


Douglas Murdock (Per 20, 202217327615)

Apr 20, 2022

CIO or Designee Signature / Date


Douglas Murdock

Chief Information Officer

Print Name / Job Title

INSTRUCTIONS FOR HONOLULU BOARD OF WATER SUPPLY

1. Purchasing Division is required to contact their IT Coordinator for instructions and assistance with procuring Information Security Services from one of the authorized contractors listed in Price List Contract No. 22-09. Prior approval for all procurements using this Price List is required by the Purchasing Division's IT Coordinator.
2. Purchasing Division shall issue a Statement of Work (SOW) to the authorized vendor(s). The Purchasing Division shall obtain one (1) price quote from one of the authorized vendors for procurements up to \$50,000. For procurements more than \$50,000, two (2) or more price quotes shall be solicited from two (2) different authorized vendors and provided the SOW.
 - For Categories 1-3: At minimum, a SOW shall include a detailed task list, deliverables, timeframes, estimated level of effort and staffing levels for the specific services. If the services it to be performed on-site, travel costs will be reimbursed in accordance with the agency's travel policy which will be included with the order.
 - For Category 1: The Purchasing Division shall identify Data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the Purchasing Division's Purchase Order.
 - For Category 4: Each Purchasing Division has sole discretion to determine if and when it will activate services and to define the eligibility requirements for Eligible Persons to register for the services. Activation of services shall commence upon written notification to the Contractor by a Purchasing Division. The Purchasing Division will provide the Contractor with a list of apparent Eligible Persons.
3. When utilizing this price list contract, awards for Value-Add Services (e.g., consulting services pre- and post-implementation) shall not exceed \$100,000.00 per year and the contract term shall not exceed three (3) years, unless requesting agencies receive written approval by the CIO.
4. The Purchasing Division shall award based on lowest price. If the lowest price does not meet the agency's specification and operational requirements, the award may be made to the authorized vendor whose offer represents the best value to the agency with a completed Board of Water Supply Bid Tabulation form. The completed Quote Tabulation form is kept in the procurement file.
5. All orders at a minimum shall include: (a) the services being delivered, (b) the place services are rendered (if applicable), (c) a billing address, (d) the name, phone number, and address of the purchasing division representative, (e) the price per hour or other pricing elements consistent with the Master Agreement and the Contractor's proposal, (f) a ceiling amount of the order for services being ordered, and (g) The SPO Price List 22-09 and Master Agreement Number.
6. Purchasing Division should coordinate the execution of the Purchase Order (along with supporting SOW) in the following order:
 - Contractor signs the Purchase Order;
 - CIO or CIO's designee signs the Purchase Order; and
 - Purchasing Division's procurement officer with authority to execute contracts signs the Purchase Order.
7. Purchasing Division retains original purchase order and supporting documents.
8. For questions, contact BWS Procurement Office at (808) 748-5071 or at fn_procurement@hbws.org.



CIO or Designee Signature / Date

03/31/2022

Henderson Nuuhiwa, Program Administrator

Print Name / Job Title

INSTRUCTIONS FOR DEPARTMENT OF EDUCATION

1. Purchasing Entity is required to contact their *Office of Information Technology Services* for instructions and assistance with procuring Information Security Services from one of the authorized contractors listed in Price List Contract No. 22-09. Prior approval for all Department of Education procurements using this Price List is required by the *Office of Information Technology Services*.
2. Prior approval for IT related service estimated at \$100K or more is required to be submitted to *Office of Information Technology Services Assistant Superintendent/CIO for approval*.
3. Purchasing Entity shall issue a Statement of Work (SOW) to the authorized vendor(s). The Purchasing Entity shall obtain one (1) price quote from one of the authorized vendors for procurements up to \$50,000. For procurements more than \$50,000, two (2) or more price quotes shall be solicited from two (2) different authorized vendors and provided the SOW.
 - For Categories 1-3: At minimum, a SOW shall include a detailed task list, deliverables, timeframes, estimated level of effort and staffing levels for the specific services. If the services it to be performed on-site, travel costs will be reimbursed in accordance with the agency's travel policy which will be included with the order.
 - For Category 1: The Purchasing Entity shall identify Data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the Purchasing Entity's Purchase Order.
 - For Category 4: Each Purchasing Entity has sole discretion to determine if and when it will activate services and to define the eligibility requirements for Eligible Persons to register for the services. Activation of services shall commence upon written notification to the Contractor by a Purchasing Entity. The Purchasing Entity will provide the Contractor with a list of apparent Eligible Persons.
4. When utilizing this price list contract, awards for Value-Add Services (e.g., consulting services pre- and post-implementation) shall not exceed \$100,000.00 per year and the contract term shall not exceed three (3) years, unless requesting agencies receive written approval by the CIO.
5. The Purchasing Entity shall award based on lowest price. If the lowest price does not meet the agency's specification and operational requirements, the award may be made to the authorized vendor whose offer represents the best value to the agency with a completed form SPO-010. The completed form SPO-010 is kept in the procurement file.
6. All orders at a minimum shall include: (a) the services being delivered, (b) the place services are rendered (if applicable), (c) a billing address, (d) the name, phone number, and address of the purchasing entity representative, (e) the price per hour or other pricing elements consistent with the Master Agreement and the Contractor's proposal, (f) a ceiling amount of the order for services being ordered, and (g) The SPO Price List 22-09 and Master Agreement Number.
7. Purchasing Entity should coordinate the execution of the Purchase Order (along with supporting SOW) in the following order:
 - Contractor signs the Purchase Order;
 - CIO or CIO's designee signs the Purchase Order; and
 - Purchasing Entity's procurement officer with authority to execute contracts signs the

CONTRACTOR INFORMATION



22ND CENTURY TECHNOLOGIES INC
Master Agreement No. MA20220112-01

NASPO URL: <https://www.naspovaluepoint.org/portfolio/information-security-services/22nd-century-technologies-inc-data-breach/>

Sales Questions:

Reddy Prudhvi Bollineni
Director

cyber@tscti.com

O: (703) 721-8373

M: (502) 488-0162

Alternate number: 908-765-0004 (Ms. Shikha
Sharma)

Payment is made to 22nd Century
Technologies Inc. Remit to:

22nd Century Technologies Inc

8251 Greensboro Dr Ste 900

Mclean, VA 22102-3827

Vendor Code: 348742-01

To view pricing, go to:

<https://www.naspovaluepoint.org/portfolio/information-security-services/22nd-century-technologies/>

Subcontractor(s):

Opus Interactive Inc

Eric Hulbert

(503) 972-3961

hulberte@opusinteractive.com



MGT OF AMERICA CONSULTING LLC

Master Agreement No. MA20220112-05

NASPO URL: <https://www.naspovaluepoint.org/portfolio/information-security-services/mgt-of-america-consulting-llc/>

Sales Questions:

Alton Kizziah
(678) 994-8215
akizziah@mgtconsulting.com

Payment is made to MGT of America Consulting LLC. Remit to:

MGT of America Consulting LLC
PO Box 17780
Clearwater, FL 33762-0780
Vendor Code: 361196-00

To view pricing, go to: <https://www.naspovaluepoint.org/portfolio/information-security-services/mgt-of-america-consulting-llc/>