



Request for Proposals #274-IT2025-04

Title: Data Security Posture Management Platform

Issue Date: September 12, 2025

Due Date: October 21, 2025 **no later than 5:00PM EST**

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: Information Technology

Direct all inquiries concerning this RFP to:

Veronica Luna

Enterprise IT Senior Business Analyst

Email: veronica.luna@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the following services:

The City is seeking a Data Security Posture Management (DSPM) solution to strengthen its overall information security posture by providing comprehensive visibility, classification, and protection of sensitive data across on-premises, cloud, and SaaS environments. The DSPM service will enable the City to automatically discover and classify structured and unstructured data, assess risk based on data sensitivity and access patterns, and provide continuous monitoring to prevent unauthorized access, movement, or exposure. By integrating with existing security tools and governance processes, the DSPM platform will support compliance with regulatory and city-specific requirements, enhance data protection strategies, and provide actionable insights to reduce risk and ensure responsible data use.

A detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Veronica Luna	Veronica.Luna@Raleighnc.gov

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and

entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

As Raleigh continues to grow as a 21st Century City of Innovation, the protection of sensitive information is essential to maintaining trust, enabling sustainable growth, and supporting modern public services. The City’s commitment to transparency, collaboration, and advanced technology requires robust safeguards to ensure that critical data—spanning citizen information, operational systems, and inter-agency collaborations—remains secure across on-premises, cloud, and SaaS environments. The increasing volume, variety, and mobility of data, combined with evolving compliance obligations, create the need for a Data Security Posture Management (DSPM) solution. Implementing DSPM will provide the City with comprehensive visibility into its data, ensure responsible stewardship of information, and strengthen the overall cybersecurity posture necessary to support innovation, economic sustainability, and high-quality service delivery for all residents.

1.3 Request for Proposal (RFP) Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All the times shown are Eastern Time (EST):

RFP Process	Date and Time
RFP Date	<i>September 12, 2025</i>
Pre-Proposal Conference Call (Optional)	<i>September 23, 2025, at 4:00PM EST</i>
Deadline for Written Questions	<i>September 30, 2025, at 5:00PM EST</i>
City Response to Questions (anticipated)	<i>October 7, 2025</i>
Proposal Due Date and Time	<i>October 21, 2025, no later than 5:00PM EST</i>
Demonstration (tentative)	<i>May begin after the proposal’s due date</i>

1.4 Pre-Proposal Conference

If the City of Raleigh elects to conduct a Pre-Proposal Conference, attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance. The date, time, and location of pre-proposal conference is shown above in the RFP Timeline (Section 1.3).

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 234 954 331 523 9

Passcode: rH6EX7cK

Dial in by phone

[+1 919-561-6523,,563349847#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 563 349 847#

1.5 **Proposal Questions**

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina electronic Vendor Portal ([eVP](#)). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Proposers can only rely on written material contained in an Addendum to this RFP.

It is important that all Proposers submitting to this RFP periodically check [eVP](#) for any Addenda. It is the Proposer's responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Veronica Luna	Veronica.Luna@Raleighnc.gov

Questions submitted via telephone will not be answered.

1.6 **Proposal Submission Requirements and Contact Information**

Proposals must follow the format as defined in Section 2 (PROPOSALS) and be addressed and submitted electronically to veronica.luna@raleighnc.gov or to fill out the form from this link <https://app.asana.com/0/1211023896313615/1211025553690094> by 5:00 p.m. on the due date. The email subject should be **RFP #274-IT2025-04 – Data Security Posture Management Platform – [Company Name]**. Attached to the email should be a signed original of the proposal.

We accept electronic submissions only. Proposals should be submitted as a viewable and printable Adobe Portable Document File (PDF).

Proposals must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. It is the responsibility of the firm to ensure that their proposal arrives by the due date and time specified in the RFP Timeline (Section 1.3).

1.7 Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. ***Any proprietary data must be clearly marked.*** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

1.8 Communications

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until the award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm’s proposal being removed from consideration.

1.9 Lobbying

By responding to this RFP, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

1.10 Conflicts of Interest

City of Raleigh contracts are controlled by three conflicts of interest provisions.

First, federal procurement standards are provided in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict

of interest. Such a conflict of interest arises when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

1.11 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise)

interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

1.12 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

2 PROPOSALS

The submitted proposals must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

2.1 Request for Proposals Required Document Format

Proposals should be divided into sections to easily identify and separate each section as follows:

1.1.1. Section 1: Cover Letter

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

1.1.2. Section 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past three (3) years, accompanied by at least three (3) references (contact persons,

firm, telephone number and email address). At least two of the references must be from government entities (federal, state, education, or local government).

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

1.1.3. Section 3: Financial Information

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION. "

“Recent” shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the Proposer’s parent or related corporation/business entity shall not be considered, unless: (1) the Proposer’s actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer’s performance of the contract and the consolidated statement demonstrates the parent or related corporation’s/business entity’s financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm’s failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

1.1.4. Section 4: Project Understanding, Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

1.1.5. Section 5: Team Firm, Experience and Certifications

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the Proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

1.1.6. Section6: Cost

Provide the Proposal Cost Form and any additional itemized cost breakdown or price schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

2.2 RFP Documents

This RFP is comprised of the base RFP document, any attachments, and any addenda released before the contract is awarded. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference.

3 PROPOSAL EVALUATION

3.1 Proposal Evaluation Criteria (Stage 1)

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum interview/demonstration points a Proposer can receive is five (5) points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

Criteria	(a) Weight	(b) Score (0-3)*	(a) x (b) Weighted Score
Project Understanding and Approach	40		
Project Team Experience and Portfolio	30		
Corporate Background and Financials	10		
Proposed Cost	10		
Software Demonstration	10		
Final Score (Demonstrations)			

Score Points

*We allow quarter and half points in our scoring**

0- Missing or Does Not Meet Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

3.2 Demonstration (Stage 2)

A short-list of firms may be invited to Stage 2, Demonstration, step of the evaluation process. Demonstrations are an important aspect of the evaluation process that offers the City an opportunity to see how the proposer's solution meets the critical components of the RFP.

3.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process.

If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After which, negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

3.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Appendix V), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

3.5 Contract Term

The contract issued by the City to the awarded proposer will define either a completion date by which the services are to be provided, or a term date when the services will be provided repeatedly over a specific period. The details of the contract term and any options to renew or extend the contract, will be stated in the contract issued by the City.

4 SCOPE OF SERVICES

The awarded proposer shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

4.1 The City ask each proposer to fill out the DSPM Vendor Response Matrix

The Evaluation Matrix is designed to ensure a clear, consistent, and transparent assessment of vendor solutions. By completing this matrix, vendors help the City understand not only whether a capability is available, but also how it is delivered, supported, and differentiated. The weighted scoring highlights which requirements are most critical to the City, while vendor self-scoring allows potential partners to assess their fit honestly and identify any gaps. This process helps reduce misalignment, encourages self-decline where appropriate, and ensures the City receives proposals that best match its needs.

4.2 Data Security Posture Management Security Vendor Response Matrix

The proposer is required to complete the Capability Score, Comments, and Supporting Evidence columns next to each requirement.

Link to a downloadable DSPM Vendor Response Matrix.xlsx:

DSPM Vendor Response Matrix

The matrix spreadsheet must be submitted along with your proposal. Please ensure that the document includes the RFP number and title. **(274-IT2025-04 Data Security Posture Management Platform – RFP)**

Instructions for Vendors

1. Review each requirement and select a **Capability Score (0–4)**.
 - 0 = Not Provided
 - 1 = Partial/Planned
 - 2 = Provided with Limitations
 - 3 = Fully Provided
 - 4 = Exceeds Requirement
2. Multiply **the Weight*** by the chosen Score to calculate the Requirement Score.
3. Provide **Comments/Explanation** for each response.
4. Attach or reference **Supporting Evidence** (documentation, certifications, client references).
5. Submit the completed matrix as part of your proposal.

***Business Priority Weighting:**

Priority Level -Definition -Weight

- High (Critical), Must-have functionality; without it, proposal is non-viable. Weight = 3
- Medium (Important), Strongly desired; lack of this feature requires compensating workarounds. Weight = 2
- Low (Optional/Nice-to-Have), Adds value but not essential. Weight = 1

Final Score Calculation

- Requirement Score = Business Priority Weight × Vendor Capability Score
- Example: A High priority requirement (weight 3) with a Vendor Capability score of 2 = 6 points.
- Total vendor score = Sum of all weighted requirement scores.

4.3 Cybersecurity Questionnaire

In regard to Requirement #23 from the Vendor Risk Assessment in the DSPM Vendor Response Matrix, the selected firm must complete a **Supplier Cybersecurity Assessment Questionnaire Form** as part of the City's Vendor Risk Assessment Program in order to contract with the City.

A sample of this document is provided in Appendix VII. This sample is intended to assist firms in responding to Requirement #23 and **does not** need to be completed or included in the RFP response.

APPENDIX I

PROPOSAL COST FORM

The awarded proposer shall perform the services to be performed as set forth in this RFP and more particularly described in Section 4 for a not to exceed total amount of:

\$ _____.

Attach proposal cost itemization or breakdown to this Appendix I Proposal Cost Form.

Proposer/Company Name: _____

Authorized Signature _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:	Fax:	E-Mail:	
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:	DUNS #		
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:	Fax:	E-Mail:	
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
2.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
3.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
4.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
5.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

APPENDIX III

REFERENCE QUESTIONNAIRE (Instructions)

274-IT2025-04 - Data Security Posture Management Platform

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

274-IT2025-04 – Data Security Posture Management Platform

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **Veronica Luna** via email to **veronica.luna@raleighnc.gov** no later than **5:00 October 21, 2025** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position

Contact Telephone Number

Contact Email Address

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this company's knowledge and expertise?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments:

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?
 3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

5. How would you rate the dynamics/interaction between the company and your staff?
 3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX IV

CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. Compensation; Time of Payment

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to (accountspayable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. Non-discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

5. Assignment

This Contract may not be assigned without the express written consent of the City.

6. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

7. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or

written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590**

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

8. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

9. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets

invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

10. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

11. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Communications

If communications to the public and/or City employees are required as part of the Contractor's scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan ("Communications Plan") that must

first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 13, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 5, above, as part of the contact information for the Contractor representative identified in Section 5, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City's brand and communications guidelines, as the same may be amended or modified from time to time.

The City's current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City's website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 13, "Communications" is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

a. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City's Communications Department. This is to ensure that the Communications Plan: (i) complies with the City's brand and communication guidelines; (ii) integrates with the City's other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

b. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

- i. Using proper headings and lists
- ii. Using unique links
- iii. Using alternative text and captions
- iv. Using more white space
- v. Dividing content into more manageable pieces
- vi. Making forms manageable by breaking them into multiple, sequential steps
- vii. Providing a logical reading order
- viii. Being consistent with fonts, colors and locations of page elements
- ix. Offering keyboard access
- x. Offering content in multiple formats
- xi. Understanding minimum contrast

c. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- i. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with [Limited English Proficiency \(LEP\)](#).

d. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 13.

- i. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- ii. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
 1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
 2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
 3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

14. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

15. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and

approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

16. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

17. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

18. Right to Audit and Access to Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

19. E – Verify
Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor’s knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.
20. Iran Divestment Act Certification
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
21. Companies Boycotting Israel Divestment Act Certification
Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.
22. Cybersecurity and Privacy
As between the City and Contractor only, City Data shall remain the exclusive property of the City, and the City retains the right, title, and interest in all City Data unless specifically relinquished in writing. “Authorized Persons” means City employees or agents. “Contracted Persons” means Contractor’s employees who are currently engaged in the provision of Services under this Agreement, and Contractor’s subcontractors who comply with Section 22.6 below.
- 22.1. Permissible Use of City Data. Contractor may use any City Data in its possession only as is necessary to provide the Services under this Agreement or to comply with any applicable law or court order. Contractor otherwise prevents and shall contractually prohibit the access, copying, or use of City Data in Contractor’s possession by any third-party, Contractor’s other customers, or Contractor’s subcontractors, provided that Contractor may disclose City Data to Contractor’s subcontractors as is necessary to provide the Services under this Agreement only if:
- a. Contractor’s contract with such subcontractor contains terms reasonably consistent with this Agreement; and,
 - b. Such subcontractor has acknowledged in writing, either independently or in its contract with Contractor, that the City Data shall remain the exclusive property of the City and that the

subcontractor will maintain an industry standard information security program.

- 22.2. Data Security & Protection. The Contractor shall implement and maintain appropriate administrative, technical, logical, and physical safeguards to ensure the security, confidentiality, integrity, and availability of Customer Data and prevent anyone other than authorized City employees or designees from monitoring, using, or gaining access to City Data.
- a. The Contractor will employ industry best practices and regulatory requirements for cybersecurity and data in the collection, transmission, storage and access of City Data and will make all reasonable attempts to prevent the loss, corruption, or unauthorized alteration of City Data. These measures shall be consistent and comply with the following frameworks:
 - i. NIST Cybersecurity Framework (CSF) 2.0
 - ii. CIS Controls (latest version)
 - iii. ISO/IEC 27001 and 27701 (if applicable to privacy and security management)
 - b. Data Storage, Transmission, and Access. The Contractor will store, collect, and process City data solely on servers physically located within the continental United States of America in a climate-controlled environment which includes: (i) fire and security hazard detection and suppression systems, and (ii) network and electrical redundancy systems, for instance automatic fail-over standby generators or backup Uninterruptable Power Supply.
 - c. Utilize, at a minimum and if applicable, Multi-Factor Authentication, updated network security certificates, Transport Layer Security v1.2 or later, or other like transmission security, end-to-end and at rest encryption using AES-256 at a minimum, in accordance with the Federal Information Processing Standard Publication 220 as applicable and as amended from time to time, and other similar security measures commonly utilized in the storage, transmission, and access of data.
- 22.3. Data Security and Privacy Documentation. Contractor shall provide the City a copy of the following documents, or attestation as outlined, within three business days of the City's request for such documents.

- a. Attestation of the industry standard compliance framework(s) used as the basis for the creation of the Contractor's security-related documents and artifacts:
 - i. Data Classification policy;
 - ii. Privacy policy;
 - iii. Security Training and Awareness policy;
 - iv. Incident response plan;

- b. The Contractor shall attest that the Incident Response Plan follows industry standard practices, such as those that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 5, and the incident response requirements of NIST Special Publication 800-53 Rev. 4, as those standards may be amended. Contractor will adhere to each of its established policies to the extent such policies do not conflict with this Agreement or violate any laws, rules, or regulations.
 - i. If Contractor does not possess or maintain one of the foregoing policies, Contractor shall notify the City of this deficiency prior to the execution of this Agreement:
 - 1. Mobile Device Management policy;
 - 2. Disaster Recovery plan;
 - 3. Business Continuity plan;
 - 4. Audit and testing schedules;
 - 5. Security requirements for third-party business partners and contractors;
 - 6. Background Check policy;
 - 7. Summary of all previous data breaches; and

8. Any other relevant information regarding security policies or procedures.

22.4. Data Privacy & Compliance. The Contractor shall comply with the latest version of all applicable federal, state, and local laws, including but not limited to:

- a. North Carolina Identity Theft Protection Act, N.C.G.S. § 75-60 et seq;
- b. The Payment Card Industry Data Security Standard (PCI-DSS) (if applicable);
- c. The General Data Protection Regulation (GDPR) (if applicable);
- d. The Health Insurance Portability and Accountability Act (HIPAA) (if applicable);
- e. The Criminal Justice Information Services (CJIS) Security Policy (if applicable).

22.5. Subcontractors & Third-Party Service Providers. If the Contractor engages any subcontractors or third-party services or service providers that process Customer Data, the Contractor shall:

- a. Ensure subcontractors and third-party services or service providers adhere to the same security and privacy requirements set forth in this agreement;
- b. Conduct security assessments of subcontractors and third-party services or service providers before engaging their services;
- c. Provide the City with an annual updated list of subcontractors and third-party services or service providers and attest that these entities are continuing to adhere to the same security and privacy requirements set forth in this agreement;
- d. Remain fully liable for any actions or omissions of subcontractors and third-party services or service providers related to Customer Data security.

22.6. Notification of Security Incident: Contractor shall promptly notify the City in writing of any actual or suspected security incident, data breach,

unauthorized access, or other cybersecurity event that compromises City Data, systems, or services. The notification must occur:

- a. Within 24 hours of detecting a confirmed breach affecting City Data;
- b. Within 48 hours of detecting a suspected security incident requiring further investigation.
- c. This does not include pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in a data security incident related to City Data. The initial notification shall be sent to the City's Chief Information Security Officer (CISO) and include:
 - i. A summary of the incident and affected data;
 - ii. The date, time, and nature of the incident;
 - iii. Steps taken to contain and mitigate the breach;
 - iv. A timeline for corrective action and root cause analysis.

22.7. Security Investigation. The Contractor must cooperate with the City's request to investigate and resolve the incident in a timely manner, promptly implement necessary remedial measures, and document all responsive actions and measures related to the security incident to include all post-incident review or after-action reports and actions that will be taken to prevent a reoccurrence of the data breach. If a Data Security Incident occurs in which City Data is accessed, viewed, copied, altered, or deleted, Contractor must, at its sole cost and expense:

- a. Investigate, identify, and remediate the root cause of the incident;
- b. Bear any costs associated with the investigation and resolution of the incident;
- c. Prevent the public disclosure of the Data Security Incident except as required by law or with the City's permission;
- d. If applicable, pay the reasonable costs to City for sending notification to individuals whose personal information is City Data, as required by the North Carolina Identity Theft Protection Act, N.C.G.S. § 75-60 et seq.;

- e. If applicable, engage the services of a credit monitoring or identity protection service;
 - f. If applicable, publish a website or toll-free number and call center for affected individuals as required by North Carolina and federal law;
 - g. Complete all remedial and corrective actions in accordance with information security industry best practices; and
 - h. Provide City within 10 business days the written findings of any investigation and access to remedial measures as they may be relevant to end users or consumers of Contractor's SaaS products.
- 22.8. Business Continuity and Disaster Recovery Plan: Contractor shall establish and maintain a comprehensive business continuity and disaster recovery plan that covers the restoration of both technology and business operations in the event of an unplanned event. Upon the City's request, the Contractor shall provide the City access to Contractor's business continuity and disaster recovery plans for the City's review, including the frequency and last utilization of any such plan. The Contractor agrees to review and update its BC/DR plan on at least an annual basis.
- a. The planning process for the business continuity and disaster recovery plan shall include risk analysis, business impact analysis, and recovery strategies for different scenarios to include cyberattacks, geographic/regional events, pandemics, and natural disasters (e.g., tornado, hurricane, flooding, fire, power outage). The business continuity and disaster recovery plan shall cover, among other things, Contractor's operations associated with its activities under the Agreement. Contractor shall utilize geographically diverse data centers to ensure availability in the event of a disaster or Data Security Incident.
- 22.9. Data Retrieval. For the duration of this Agreement and for forty-five (45) days following this Agreement's expiration or termination, Contractor shall provide the City with a method for accessing, retrieving, and downloading all City Data in a nonproprietary, industry standard format, and shall assist the City in accessing, retrieving, or downloading all City Data held by any of Contractor's subcontractors who qualify as Contracted Persons, to the extent that such City Data has not been removed or otherwise already deleted by Contracted Persons, City, or its Authorized Persons.

22.10. Data Return at the City's request. Contractor shall:

- a. Return all City Data to the City in a nonproprietary, industry standard machine-readable format within forty-five (45) days of such a request, except as required by applicable law or to defend itself in any legal action, proceeding or investigation, including all data held by the Contractor's subcontractors;
- b. Permanently delete all Customer Data from Contractor and subcontractor systems, unless otherwise required by law, and not retain any City Data following the above forty-five (45) day period and must remove, delete, purge, overwrite or otherwise render City Data inaccessible.
- c. Upon the removal, deletion, or purging of such data, the Contractor will ensure that destruction of the data was performed securely and in accordance with the latest revision of NIST Special Publication 800-88;
- d. Contractor will provide to the City an attestation of destruction once data has been destroyed.

22.11. Data Deletion. City may, in its sole discretion and upon written notice to Contractor, instruct Contractor to delete City Data instead of returning such City Data. Contractor will not delete any City data without prior written consent from the City and not before a copy of such data has been provided to the City. Notwithstanding the foregoing, Contractor will have no obligation to maintain City Data more than forty-five (45) days after the effective date of termination of this Agreement.

- a. For the purposes of this Subsection 13.3 and as is necessary to comply with Section 22.8 below, City Data does not include this Agreement or any internal information, documents, data, instruments, records, or reports created by and originating solely with Contractor or its licensees that, while pertaining to this Agreement, do not otherwise contain City Data as defined above.

22.12. Data Backups: The Contractor shall implement and maintain a comprehensive data backup strategy to ensure the security, integrity, and availability of City Data. At a minimum, the backup solution shall:

- a. Include automated, regularly scheduled backups of all City Data;

- b. Maintain at least one offsite or geographically separate backup to prevent data loss due to localized incidents;
- c. Utilize encrypted backups both in transit and at rest;
- d. Support versioning and recovery of previous data states to protect against accidental deletions or corruption.

22.13. Backup Frequency and Retention. The Contractor shall adhere to the following backup schedule and retention policy:

- a. Backup Frequency: Critical data (e.g., databases, configurations, customer records) shall be backed up at least once every 24 hour; Full system backups shall occur weekly.
- b. Retention Policy: Daily backups shall be retained for at least 30 days; Weekly backups shall be retained for at least 90 days; Monthly backups shall be retained for at least one year, unless otherwise agreed upon.

22.14. Disaster Recovery and Restoration. The Contractor shall implement a disaster recovery plan that ensures timely data restoration in the event of a cybersecurity incident (e.g., ransomware, data breach); a system failure or hardware malfunction; a natural disaster or force majeure event. The Contractor shall:

- a. Ensure that data restoration can be completed within 3 hours of an outage (Recovery Time Objective – RTO);
- b. Guarantee that no more than 1 hour of data loss occurs in the worst-case scenario (Recovery Point Objective – RPO);
- c. Test backup and recovery processes at least quarterly and provide reports upon request.

22.15. Customer Access to Backups. The Contractor shall provide the City with Access to self-service backup recovery options (if applicable);

- a. The ability to request a full data export in a machine-readable format;
- b. A process to verify the integrity of backed-up data upon request.

- 22.16. Data Ownership and Compliance. All backup copies of City Data shall remain the sole property of the City. The Contractor shall ensure that backup and recovery procedures comply with all applicable data protection laws and regulations (e.g., NIST CSF, GDPR, HIPAA, ISO 27001).
- 22.17. Security and Encryption. All backup data shall be encrypted using industry-standard encryption protocols (e.g., AES-256). Backups shall be protected against unauthorized access through strict access controls. Any third-party backup service providers used must comply with the same security and compliance requirements as the Contractor.
- 22.18. Backup Failure and Notification. If a backup failure occurs, the Contractor shall notify the City within 24 hours and provide:
- a. A detailed report of the failure, including root cause analysis.
 - b. Immediate steps taken to remediate the issue.
 - c. An updated timeline for ensuring proper backup restoration.
- 22.19. Security Audits & Assessments. The City agrees to work closely and collaboratively with the Contractor in the event an audit of records is required. The Contractor and the City shall mutually agree on the scope and schedule of the audit to ensure minimal disruption to operations. Both parties commit to transparent communication and cooperation to successfully complete the audit in compliance with applicable regulations and contractual obligations. The Contractor shall:
- a. Maintain detailed security logs and monitoring systems to detect unauthorized access or anomalous activity;
 - b. Conduct annual third-party security audits (e.g., SOC 2 Type II, ISO 27001, or equivalent) and provide results to the Customer upon request;
 - c. Allow the Customer to perform security assessments, penetration testing, or compliance audits upon reasonable notice.
- 22.20. Ongoing Security Improvements: The Contractor shall continuously monitor industry trends, emerging threats, and regulatory updates to ensure security measures remain effective. Any material changes to security protocols must be communicated to the Customer in a timely manner.

APPENDIX V

EXCEPTIONS TO THE RFP

CHECK ONE:

- NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm:	Authorized Signature:	Title:
Printed Name of Signer:		Date:

APPENDIX VII

274-IT2025-04 Data Security Posture Management Platform – RFP

A downloadable [**COR Supplier Cybersecurity Assessment Questionnaire Form \(link\)**](#)