

JACKSON COUNTY LIBRARY DISTRICT

205 South Central Avenue Medford, OR 97501

NOTICE OF REQUEST FOR PROPOSALS (RFP) CYBERSECURITY PILOT PROGRAM – MANAGED EDR, MDR, ITDR, SIEM, AND SAT RFP NUMBER: #2025-03

Cybersecurity Form 470 for Funding Year 2025 #CBR420250389

Date of Issue: June 17, 2025

Closing Date and Time: July 15, 2025 by 3:00 PM PST

<u>Single Point of Contact (SPC)</u>: Cameron Tippins, IT Manager <u>ctippins@jcls.org</u> 541.774.6559

Jackson County Library District (JCLD), which operates as Jackson County Library Services, is seeking proposals to bolster its existing cybersecurity strategy, currently utilizing Huntress EDR, by expanding protections to include a managed detection and response (MDR) system incorporating identity threat detection and response (ITDR), and a SIEM (security information and event management) that integrates with Microsoft 365 and Defender and includes installation, configuration, cloud management, and integrated SAT (security awareness training) with phishing simulation.

The District will be submitting all services and equipment for Cybersecurity Pilot Program funding support during the three-year implementation (August 1, 2025 through July 31, 2028). **Proposals will be accepted physically or electronically no later than 3:00 p.m. Pacific Time on July 15, 2025.** No proposals will be received after closing.

This RFP, including contract terms, conditions and specifications, may be obtained through the USAC Open Data Tool - Cybersecurity Pilot FCC Form 470 Download Tool, and on the Jackson County Library District's website. RFP documents will not be mailed to prospective proposers.

Proposal Delivery Options

Submit proposals via email to the SPC, Cameron Tippins, IT Manager ctippins@jcls.org.

This RFP is being conducted in accordance with ORS 279B.060, Competitive Sealed Proposals. **No pre-proposal conference will be held.**

POSTED:

- June 17, 2025, USAC Open Data, Cybersecurity, https://opendata.usac.org/stories/s/jsy6-d5cw
- June 17, 2025, Jackson County Library District's website, icls.org/jcld/proposals

Section 1: Project & General Information

1.1 Purpose

The Jackson County Library District ("JCLD"), is issuing this Request for Proposals to identify a qualified vendor to provide a managed, cloud-native solution for identity threat detection and response (ITDR) and Security Information and Event Management (SIEM), and endpoint protection (EDR) that integrates seamlessly with our existing Microsoft 365 and Microsoft Entra ID (formerly Azure Active Directory) environment.

Additional details on the scope of the goods and services are included in the section that outlines the Scope of Work/Specifications. The District reserves the right to limit the contracted scope of work, including scaling back the scope, removing associated services/licenses, or making service substitutions, and will not incur termination liability, as a result.

JCLD anticipates the award of one or more Contracts from this RFP and prefers a term of 3 years, from August 1, 2025 through July 31, 2028. Contracts are contingent upon the approval of funding from the Universal Service Fund's Cybersecurity Pilot Program. Even after awarding contracts, the District may or may not proceed with the projects, in whole or in part, even in the event Cybersecurity funding is approved. Execution of the projects, in part or in whole, is solely at the discretion of the District. Vendors wishing to bid, do so solely at their own risk. The District is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after contract award. By submitting a bid, each vendor agrees to bear all its own costs, fees, expenses, and losses, of any kind, should the District cancel the projects.

1.2 Library District Description

JCLD consists of 15 branch locations throughout Jackson County, Oregon and has approximately 200 employees. JCLD currently operates a hybrid identity environment consisting of on-premises Active Directory and Microsoft Entra ID (cloud-based directory service). The proposed solution must provide identity threat detection across both environments that will deliver continuous monitoring, detection, triage, and response services, with an emphasis on securing identity infrastructure and preventing unauthorized access or lateral movement across cloud and hybrid systems.

1.3 Pre-proposal Conference

A pre-proposal conference will **NOT** be held for this RFP.

1.4 Submission of Questions

All inquiries, whether relating to the RFP process, administration, deadline, method of award, or the intent or technical aspects of the RFP must:

- 1. Be delivered to the SPC via email
- 2. Reference RFP#2025-03 (Cybersecurity Solutions)
- 3. Identify the Proposer's name and contact information
- 4. Refer to the specific area of the RFP being questions (page, section, paragraph)
- 5. Be received by July 1, 2025, 3:00 PM PST

1.5 Addenda and Interpretations

Modifications to the RFP document, if any, will be made by written Addenda and published on USAC, and JCLD's website by July 7, 2026. Prospective proposers are solely responsible for checking these websites to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

1.6 Award

Award will be made to the responsible firm submitting the most advantageous, responsive proposal as determined by the Selection Committee based on the following criteria. Note that the price of Cybersecurity eligible goods and services is the most heavily weighted criterion.

- Cost of Cybersecurity eligible goods and services (35%)
- Product performance history and reputation (30%)
- Management capability / One-source solutions, i.e., the ability to provide solutions without the use of multiple service providers (25%)
- Ineligible cost factors (5%)
- Local vendor (5%)

JCLD reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, JCLD reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached. JCLD also reserves the right to reject all proposals.

1.7 Timeline

| Issue RFP and Form 470 | June 17, 2025 |
|-------------------------------------------------------------|---------------------------------------|
| Post RFP on JCLS.org | June 17, 2025 |
| Written Questions Due | July 1, 2025 at 3:00 PM Pacific Time |
| Q&A Documents; Written Addenda Posted | July 7, 2025 |
| RFP Closes/Formal Bid Opening | July 15, 2025 at 3:00 PM Pacific Time |
| Evaluation Window | July 16 to July 17, 2025 |
| Issue Notice of Intent to Award | July 18, 2025 |
| Protest Period Ends | July 25, 2025 |
| New Services Begin for Cybersecurity Funding Term | August 1, 2025 |
| File Form 471 – Complete Cybersecurity Pilot Program Filing | August 4, 2025 |

JCLD reserves the right to change this timeline.

Section 2: Proposal Format & Required Content

Proposal submissions should include the following information. All information should appear in the same order as outlined herein and shall be designated by headings as to the item which the response applies.

2.1 Minimum Requirements

Because the products and service(s) specified are being submitted to the FCC Cybersecurity Pilot Program for funding support, all posting and response procedures must satisfy program submission requirements, Oregon state and local requirements, and Jackson County Library District requirements.

These requirements include, but are not limited to:

- A valid and current E-Rate Service Provider Identification Number ("SPIN") for the Cybersecurity Pilot program and a SAM.gov registration number. https://www.usac.org/e-rate/cybersecurity-pilot-program/service-providers-process/ Note: Prospective service providers are not required to complete all of the Cybersecurity Pilot Program registration requirements prior to bidding, however, if their bids are selected, the winning service providers must register with USAC and SAM.gov by August 1st, so the District can complete the Cybersecurity Pilot Program applicant filing (Form 471). Registration is required in order to be paid from the Pilot Program, particularly if the service provider receives reimbursement directly from the Universal Service Fund (USF) using the Service Provider Invoice (SPI) process (this is the preferred payment method of the District).
- No record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
- Have the ability to maintain adequate files and records and meet statistical reporting and FCC requirements. The Cybersecurity Pilot Program includes specific annual reporting requirements that awarded vendors will be asked to help complete, including but not limited to...
 - o Information about the District's endpoint protection, including information about the number of library owned or leased end-user devices that have access to the network.
 - Information about the District's owned or leased owned or leased devices protected by endpoint protection, including the number of servers, and the number of end-user devices by type (e.g., Chromebook, Windows, etc.).
 - Information about whether the District's endpoint protection solution provides a report on the number of threats (both internal and external) prevented during the reporting period.
 - Information about identity protection and authorization software or services, including, on average, the number of network users (library patrons, library staff) protected by identity protection and authorization software or services during the reporting period; whether all registered users of the network are protected by identity protection and authorization software or services and whether all privileged/administrative users are protected; whether the participant's identity protection and authorization system(s) report the number and type of threats (both internal and external) prevented during the reporting period; whether the participant has implemented advanced protections such as media access control (MAC) address filtering or blocking for Wi-Fi systems and whether that includes blocking specific hardware devices by MAC address.
 - o Information about the District's monitoring, protection, and response system(s)

solution, including, the portion of the District's users that are protected by monitoring, protection, and response system(s); whether the District's monitoring, protection, and response system(s) solution provides a report on the number of attempted attacks (both internal and external) prevented during the reporting period; whether the District's monitoring, protection, and response system(s) report the number and type of attack, (including numbers for malware; viruses; spam; ransomware; distributed denial-of-service attacks; insider/privilege misuse; email and web security threats (e.g., phishing, password spraying, credential stuffing, etc.); data compromise and loss; or any other similar threats/attacks); whether the District asks library staff and patrons to report potential/suspected phishing attacks, and if so, information on how suspected phishing attacks are reported; whether the District conducted any test phishing attacks with library staff or patrons to test their ability to identify phishing emails during the reporting period, and if so, information on the percentage of test attacks that were handled correctly.

- o Information about system outages, such as ransomware, distributed denial-of-service (DDoS), or other network-disabling attacks.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
- Have at least three (3) years' experience providing cybersecurity solutions.
- Proposers are required to acknowledge all terms of this RFP and the 470 supplement. If the
 Proposer is unable to comply with any specific item, a list of detailed exceptions must be
 provided with the submission of the proposal. If exceptions are not indicated, then full
 compliance with requirements of the supplement will be assumed.
- Proposers must list and indicate the use of any proposed additional software service providers
 and the scope of work for which they will be responsible. JCLD reserves the right to approve all
 service providers in writing prior to the commencement of work.

Please complete and sign **Attachment A** to this RFP, the **Proposer's Response Form,** and include the completed form in your firm's submittal.

2.2 Scope of Work / Specifications

Proposer shall provide itemized proposals for one or more of the following solutions. JCLD reserves the right to reject all proposals. JCLD reserves the right to award a contract for any portion of solutions as it sees fit. Thus, Proposers should submit separate proposals for one or more of the solutions described below. Proposers must confirm the ability to provide the following solutions with the following specifications and requirements, and provide a description of how it will meet these requirements. In addition, proposers must meet the highest standards prevalent in the industry in providing the goods and services that the Library District is purchasing. The final proposal price must include any and all applicable charges to the Library District, eligible and ineligible costs (see https://www.fcc.gov/cybersecurity-pilot/cybersecurity-pilot-eligible-services-list) including taxes and surcharges. Please provide proposal(s) for the Solutions described below. JCLD prefers proposals consisting of a unified service suite, and reserves the right to select individual products that best meet its needs.

General Requirements

The proposed solution must:

- Operate entirely in the cloud with no required on-premises infrastructure.
- Provide real-time identity threat detection using signals from Microsoft 365, Entra ID (formerly Azure Active Directory), and other integrated services.
- Deliver 24/7 managed detection and response (MDR), including human-led threat hunting and analysis, and remediation.
- Include a managed or co-managed SIEM capability, with log collection, normalization, storage, and correlation from multiple cloud services and endpoints.
- Detect and respond to common identity threats such as:
 - o Credential theft
 - Privilege escalation
 - Lateral movement
 - o MFA fatigue attacks
 - Anomalous access patterns
- Provide visibility into Active Directory (on-prem and/or Entra ID) activity, including risky sign-ins, privilege changes, and unauthorized access attempts.
- Offer customizable alerting, reporting, and dashboards for IT and security stakeholders.
- Support compliance and audit readiness through retention policies and on-demand incident reports.

Integration Requirements

The solution must support native or API-based integrations with:

- Microsoft 365
- Microsoft Windows 11 built-in Defender suite
- Entra ID (formerly Azure Active Directory) and on-premises Active Directory
- Endpoint Detection and Response (EDR) tools if not already included*

Service Requirements

Vendors should provide:

- A fully managed SOC (Security Operations Center) or co-managed model
- Continuous monitoring, triage, and threat intelligence-informed correlation
- Combined Management Dashboard allowing policy configuration, controls, response and remediation
- Incident escalation with recommended or automated remediation actions
- Ongoing tuning of detection rules to reduce false positives
- Configurable automated reporting of security posture and incident trends pertaining to the E-Rate Cybersecurity Pilot program (see also 2.1 Minimum Requirements above)
- Self-managed security awareness training (SAT) including phishing simulations

Security & Compliance

The vendor must:

- Adhere to industry security best practices (e.g., SOC 2 Type II, ISO 27001, or equivalent)
- Ensure data sovereignty and encryption for all data in transit and at rest
- Clearly document data handling, access controls, and retention policies

^{*}Note: Proposers should indicate whether their solution will use JCLD's existing Huntress managed Defender deployment or replace/supplement with a different EDR tool.

Quantity Specifications

| Product | Quantity |
|------------------------------------------------------------|------------------------|
| Security Information & Event Management (SIEM) | Up to 400 data sources |
| Identity Threat Detection & Response (ITDR) | 400 licenses |
| Endpoint Detection & Response (EDR) | 300 licenses |
| Security Awareness Training (SAT) with Phishing Simulation | 220 users |

JCLD desires a fully-operational proposal that includes all components needed and professional installation and configuration. Proposers shall quote the cost of managed ITDR, SIEM, EDR, and SAT separately, including itemized costs and eligible/ineligible components as applicable. The Proposer must provide qualified technical staff who have current, relevant industry and/or manufacturer certifications, and qualified project management staff to ensure a successful implementation. Proposers must be able to demonstrate a track record of successful implementation of similar networks.

Section 3: Proposal Evaluation Process

Upon receipt of proposals, JCLD will convene a committee to evaluate proposals using the following Proposal Evaluation Matrix.

| Factor | Points Available | Vendor 1 | Vendor 2 | Vendor 3 |
|-----------------------------------------------|---------------------|-------------|-------------|-------------|
| Cost of eligible goods and services | 35 | | | |
| Product performance history/reputation | 30 | | | |
| Management Capability / One-Source Solutions* | 25 | | | |
| Ineligible cost factors | 5 | | | |
| Local vendor | 5 | | | |
| Total | 100 | | | |

^{*,} i.e., the ability to provide MDR, ITDR, SIEM, EDR, SAT, cloud management, and installation/configuration without the use of multiple software service providers

JCLD reserves the right, after the proposal deadline has passed, to seek additional information. JCLD may undertake negotiations as permitted by OAR 137-047-0600(3)(b). If a contract(s) is awarded as a result of this RFP, JCLD will award the contract to the proposer whose proposal will best serve the interests of JCLD, based upon scoring and negotiation results.

Section 4: Instructions to Proposers

4.1 General

Proposers shall study carefully and conform to these "Instructions to Proposers" so that their proposals will be regular, complete and acceptable.

4.2 Proposals

All proposals shall be typed and must comply in all regards with the requirements of this solicitation. All proposals must include a completed **Proposer's Response Form**, which is attached hereto as **Attachment A.**

4.3 Submission of Proposals

One (1) electronic copy of the proposal, which must include a completed **Proposer's Response Form** (Attachment A), must be emailed to the SPC at ctippins@jcls.org before the RFP closes. The email subject line should reference RFP#2025-03 (Cybersecurity Solutions). PDF files are preferred, but Word and Excel files will be accepted.

4.4 Receipt and Opening of Proposals

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of the JCLD for the premature opening of, or the failure to open, an emailed proposal not properly addressed and identified.

4.5 Withdrawal of Proposals

Any proposals may be withdrawn prior to opening, pursuant to OAR 137-047-0440.

Proposers' proposals shall be valid for at least 180 days from RFP opening. The expiration date must be included in proposal.

4.6 Modification

Any proposer may modify its proposal per OAR 137-047-0440 by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

4.7 Acceptance or Rejection of Proposals

Any evidence of collusion between proposers may constitute cause for rejection of any proposals so affected. In the award of the contract, JCLD will award the contract to the proposer whose proposal is deemed best for the public good. JCLD reserves the right to accept or reject any or all proposals.

4.8 Nondiscrimination

Submittal of a proposal in response to this RFP evidences proposer's agreement that, in performing the work called for by this proposal and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age,

marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.

4.9 Expenses Associated with Response

The Jackson County Library District will not be responsible for any expenses incurred in preparing and submitting a proposal. All proposals shall supply a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this request.

4.10 Specifications Limiting Competition

Proposers may protest the procurement process or provisions of this RFP pursuant to OAR 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be in writing, labeled "Solicitation Protest – RFP#2025-03 (Cybersecurity Solutions)" and emailed to the SPC.

Such comments shall be submitted to JCLD no later than SEVEN (7) days prior to the opening date. No comments will be accepted after that time.

4.11 Employees Not to Benefit

No employee or elected official of JCLD shall be permitted to receive any share or part of this contract or any benefit that may arise there from.

4.12 JCLD Furnished Property

No material, labor or facilities will be furnished by JCLD unless otherwise provided for in the RFP.

4.13 Protest of Award

The award of the Contract(s) by JCLD's Library Director shall constitute a final decision of JCLD to award the contract(s) if no written protest of the award is filed pursuant to OAR 137-047-0740 with JCLD within SEVEN (7) calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of JCLD only upon issuance of a written decision denying the protest and affirming the award. JCLD will not entertain a protest submitted after the time period established in this Section.

4.14 Reserved Rights

JCLD reserves the right:

- A. To cancel this Request for Proposal or reject any or all proposals at any time prior to an award. JCLD is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.
- B. To reject any proposal not in compliance with all prescribed public bidding procedures and

- requirements.
- C. To reject for good cause any or all proposals upon JCLD's written finding that it is in the public interest to do so.
- D. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- E. To waive any or all informalities in the proposals submitted.
- F. To consider the competency and responsibility of proposers in making any awards.
- G. To solicit additional information or proposal clarification from the proposers, or any one proposer, should JCLD deem such information necessary.
- H. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with OAR Rule 137-046-0300.
- I. In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another proposer or proposers.
- J. To extend the deadline for submitting proposals, in accordance with OAR 137-047-0430(3).
- K. To negotiate additions or deletions to equipment and/or services.

4.15 No Waiver of Legal Rights

JCLD shall not be precluded or stopped by any measurement, completion and acceptance of the work and payment therefore from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. JCLD shall not be precluded or stopped, notwithstanding any measurement, estimate, or certificate, and payment in accordance therewith, from recovering from contractor and his/her surety such damages as it may sustain by reason of his/her failure to comply with the terms of the contract.

Neither the acceptance by JCLD, nor any representative of JCLD, nor any payment for acceptance of the whole or any party of the work, on any extension of time, nor any possession taken by JCLD, shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held as a waiver of any other subsequent breach of the contract.

4.16 Negotiation

JCLD may negotiate specification modifications and the contract price as permitted by JCLD's public contracting rules.

Section 5: Contract Award

Submittal of a proposal evidences proposer's intent to execute and be bound by the terms of the attached contract, which is attached hereto as Attachment B. The District reserves the right to limit the contracted scope of work, including scaling back the scope, removing sites and/or associated services/equipment, or making service substitutions, and will not incur termination liability, as a result. Contracts are contingent upon the approval of funding from the Universal Service Fund's Cybersecurity Pilot Program. Even after awarding contracts, the District may or may not proceed with the projects, in whole or in part, even in the event Cybersecurity funding is approved. Execution of the projects, in part or in whole, is solely at the discretion of the District. Vendors wishing to bid, do so solely at their own risk. The District is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after contract award. By submitting a bid, each vendor agrees to bear all its own costs, fees, expenses, and losses, of any kind, should the District cancel the projects. JCLD will enter into contract negotiations regarding any open terms with the highest ranked proposer. During negotiations JCLD may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If JCLD is unable to come to terms with the highest rated proposer, discussions shall be terminated and negotiations will begin with the next highest rated proposer. JCLD may reject any and all proposals.

ATTACHMENTS

- Attachment A Proposer's Response Form (submit completed form with proposal)
- 2. Attachment B Goods and Services Contract

Request for Proposals #2025-03 – Cybersecurity Solutions Proposer's Response Form (Attachment A)

PROPOSER INFORMATION

| 1. | Company Name: |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. | Principal Address: |
| 3. | Telephone: |
| 4. | Website: |
| 5. | FCC E-rate/Cybersecurity Pilot Program SPIN Number: |
| 6. | SAM.gov Unique Entity ID (UEI): |
| 7. | Business Organization (Check One) |
| | Corporation, incorporated in the State of |
| | Other (partnership, etc.) Explain |
| 8. | Parent Company (if any): |
| 9. | Are you a resident proposer, as defined in ORS 279A.120? Yes No If not a resident, proposer's resident state is |
| 10. | Do you have an Oregon office? |
| | If yes, contact person: |
| | Title: |
| | Office Location: |
| | Telephone: |
| | E-mail: |
| to fu price conf exce | mined all related proposal documents and read the instruction and conditions, and hereby proposes urnish compatible goods and services in accordance with the proposal documents herein, for the e set forth in the proposal submittal attached hereto, and forming a part of this proposal. Please firm your firm's agreement / compliance with each section of the proposal, or list any specific eptions below. Sign 2.1 Minimum RequirementsAgreeException |
| | in Albahadian Barana Ba |
| Sect | cion 4 Instructions to ProposersAgreeException |
| Sect | cion 5 Contract AwardAgreeException |
| | cion 2.2 Scope of Work/Specifications: Submitted proposal outlines compliance with all applicable uirements for each solution being proposed:AgreeException |

PRICING GRID

| Requested Service | Quantity | Unit Price | Extended Price | Installation, Initial Configuration and Training included |
|------------------------------------------------------------|------------------------------|------------|----------------|-----------------------------------------------------------------|
| Security Information & Event Management (SIEM) | Up to 400 data sources | | | YES / NO |
| Identity Threat Detection & Response (ITDR) | 400 licenses | | | YES / NO |
| Endpoint Detection & Response (EDR) | 300 licenses | | | YES / NO |
| Security Awareness Training (SAT) with Phishing Simulation | 220 users | | | N/A |
| Optional / Other: | | | | |

All of the information provided on this statement and any backup documentation is true and accurate to the best of my knowledge.

| Signature: | _Title: |
|-------------|---------|
| | |
| Print Name: | Date: |

JACKSON COUNTY LIBRARY DISTRICT CONTRACT FOR GOODS & SERVICES

| Chapters 198 and 357, hereinafter called "District", and, hereinafter called "Contractor". The parties agree as follows: |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. CONTRACTOR'S INFORMATION |
| NAME: |
| ADDRESS: |
| CITIZENSHIP: |
| Non-resident alien: Yes No |
| Federal Tax ID Number: |
| Oregon Business License #: |
| This information herein will be reported to the Internal Revenue Services (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding. |
| 2. DESCRIPTION OF CONTRACTOR'S SERVICES AND DELIVERY SCHEDULE |
| 3. COMPENSATION Payment for all work performed under this contract shall be made as set forth below from available and authorized District funds, at the following rates: per hour for consulting services. |
| Payment for all work performed under this contract SHALL NOT EXCEED THE MAXIMUM SUM of \$00.00. |

- a. Interim payments shall be made to Contractor following District's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.
- b. Contractor shall not submit billings for, and District will not pay, any amount in excess of the maximum compensation amount of this contract, including any reimbursable and other expenses. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify District's Director or her designee in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
- c. Contractor shall submit monthly billings for work performed. Billing statements will include

fees and costs from the first of the month to the end of the month. The billings shall describe all work performed with particularity, by whom and on the date it was performed, the number of hours spent performing such work, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be sent to: Jackson County Library District, Attention: Accounts Payable, 205 S. Central Ave., Medford, OR 97501.

d. Payment and any protest shall be made within 30 days of receipt of the billing statement.

4. EFFECTIVE DATE AND DURATION

This Contract shall become effective on August 1, 2025 and approved as required by applicable law. Unless earlier terminated or extended, this contract shall expire on July 31, 2028, or when Contractor's completed performance has been accepted by District, whichever event occurs first. However, such expiration shall not extinguish or prejudice District's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured. This Contract may be extended, if agreed upon by both parties in writing.

5. CONTRACT DOCUMENTS

This contract between the parties consists of this Contract for Services and Scope of Work (Exhibit A) which contain all the terms and conditions of the contract.

6. AMENDMENTS

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

7. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING; RETIREMENT SYSTEM STATUS

- a. Contractor shall perform the work required by this contract as an independent contractor. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. Contractor represents and warrants that Contractor (i) is not an employee of Jackson County Library District (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified below in paragraph 24.
- c. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amounts(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

8. SUBCONTRACTS AND ASSIGNMENT

Contractor shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without District's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of District. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

9. SUCCESSORS AND ASSIGNS

Neither party shall subcontract, assign or transfer its interest in this Contract without the express written consent of the other party, and such consent shall not be unreasonably withheld. In addition to any other provisions, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound to the same provisions herein as if the subcontractor were the Contractor. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of District given to a subcontractor does not relieve the Contractor of any obligations and responsibilities under this Contract, including Contractor's responsibility for any goods and services to be provided by any subcontractor.

10. NO THIRD-PARTY BENEFICIARIES

District and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

11. FUNDS AVAILABLE AND AUTHORIZED

District has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the District's fiscal year budget. Contractor understands and agrees that District's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on District appropriations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event the District has insufficient appropriations, limitations or other expenditure authority, District may terminate this contract without penalty or liability to the District, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

12. TERMINATION

- a. <u>Mutual Consent or No-Cause</u>. This contract may be terminated at any time by mutual consent of both parties or upon 30 days' written notice by either party.
- b. <u>For Cause</u>. District may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions:
 - i. If District funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.

c. For Default or Breach.

i. Either District or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or

- within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
- ii. The rights and remedies of District provided in this subsection c are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a or b above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by District in the notice of termination. Further, upon termination and District's request, Contractor shall deliver to District all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

13. RECORDS MAINTENANCE; ACCESS; OWNERSHIP OF WORK PRODUCT; LICENSE

- a. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles, and federal circulars (as applicable). In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that District and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor further acknowledges records generated as a result of this Contract may be subject to disclosure pursuant to the Oregon Public Records Act.
- b. Ownership of Work Product; License. All work products of the Contractor that result from this contract ("the work products") are the exclusive property of the District. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products, including but not limited to any information, designs, plans or works provided or delivered to the District or produced by the Contractor under this contract.

14. COMPLIANCE WITH APPLICABLE LAW

Contractor shall comply with all federal, state and local laws and ordinances as applicable to the work under this contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) The Health Insurance Portability and Accountability Act of 1996; (iv) The Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) All regulations and administrative rules established pursuant to the foregoing laws; and (vii) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

15. GOVERNING LAW; JURISDICTION; VENUE

This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the District (and/or any other entity or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by District of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. INSURANCE

Contractor shall at its own expense provide the following insurance: Contractor shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017.
- b. <u>Professional Liability</u> insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- c. <u>General Liability</u> insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than \$1,000,000/\$3,000,000 Aggregate for Bodily Injury and Property Damage.
- d. <u>Automobile Liability</u> insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

Notice of cancellation or change. There shall be no cancellation, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the District.

17. FORCE MAJEURE

Neither District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

18. SEVERABILITY

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

19. WAIVER

The failure of District to enforce any provision of this contract shall not constitute a waiver by District of that or any other provision.

20. EXECUTION AND COUNTERPARTS

This contract may be exercised in several counterparts, each of which shall be an original, all of which

shall constitute but one and the same instrument.

21. NOTICE

Notices required by this contract must be given in writing by personal delivery or mail, at the following addresses, unless some other means or method of notice is required by law.

| Jackson County Library District | |
|---------------------------------|--|
| 205 S Central Ave | |
| Medford, OR 97501 | |

Each party will notify the other of any change of address.

22. MERGER CLAUSE

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. CERTIFICATIONS/REPRESENTATIONS:

Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to District that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

| Contractor | (Date) |
|------------------------------------------------------------------------|--------|
| IN WITNESS WHEREOF, THE PARTIES OI REPRESENTATIVES HAVE SIGNED THIS | |
| Contractor | (Date) |
| By: Its: | |
| Jackson County Library District By: Its: | (Date) |
| Approved as to legal sufficiency | |

| Exhibit A SCOPE OF WORK Description of Contractor's Services and Delivery Schedule: |
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