Solicitation RFP 18-19-01

As-Needed Cybersecurity Products & Services

Bid Designation: Public

City of San Jose

Bid RFP 18-19-01
As-Needed Cybersecurity Products & Services

Bid Number	RFP 18-19-01
Bid Title	As-Needed Cybersecurity Products & Services
Bid Start Date	May 8, 2019 4:43:29 PM PDT
Bid End Date	Jun 18, 2019 12:00:00 PM PDT
Question & Answer End Date	May 22, 2019 12:00:00 PM PDT
Bid Contact	Vickie Davis
	Information Technology Procurement Manager
	Finance Department - Purchasing Divison
	vickie.davis@sanjoseca.gov
Contract Duration	**2 years**
Contract Renewal	**3 annual renewals**
Prices Good for	**2 years**

Bid Comments	The City of San José ("City") is soliciting proposals from qualified firms to provide as-needed cybersecurity products and services. This RFP includes 7 packages:

Package A: Information Systems Security Assessment Services
Package B: Virtual Security Operations Center Services & Tools
Package C: Cybersecurity End User Training and Testing
Package D: Incident Response - Legal, Media, and Cyber Forensic Guidance Services & Tools
Package E: Firewall Management Services & Tools
Package F: Advanced Threat Protection Services & Tools
Package G: Supplemental Advanced Cybersecurity Services

Interested vendors, may submit responses to one or multiple packages. Each package will be evaluated and scored separately based on a phased approach.

Instructions:
1. Refer to the RFP package, including the main RFP document and all supporting attachments, exhibits, and forms for more details.
2. If you are submitting a Proposal in response to this RFP, please enter and submit a zero dollar ($0) value in line item #1 below by the Proposal submittal deadline. This will enable the City to better capture the firms that have submitted proposals and facilitate communications that may be required between the City and respondents after Proposals are received and the submittal deadline has passed.
3. The submittal deadline is absolute. No late Proposals will be accepted. Please ensure that you allow adequate time for your Proposal to arrive at the indicated delivery address prior to the submittal deadline.

LBE/SBE Preference:
The City's Local and Small Business Enterprise (LBE/SBE) Preference is applicable to this RFP. If your business has an office in Santa Clara County and a valid City of San José Business Tax Certificate, you should refer to the RFP instructions for further information on applying for this Preference.

Item Response Form

Item	**RFP 18-19-01--01-01** - AS-**NEEDED CYBERSECURITY PRODUCTS & SERVICES**
Quantity	**1 each**
Unit Price	

Delivery Location   **City of San Jose**
                          No Location Specified

                          Qty 1

Description
To facilitate the pre-award and award notification processes, please enter and submit $0 in this line item prior to the Proposal submittal deadline if you are submitting a Proposal in response to this RFP.

REQUEST FOR PROPOSAL
RFP 18-19-01

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES - MAIN RFP DOCUMENT

RFP Release Date:	May 8, 2019
Procurement Contact:	Vickie Davis
Delivery Address:	200 East Santa Clara Street, 13th Floor San José, CA 95113-1905
Phone:	(408) 794-7468
E-mail Address:	vickie.davis@sanjoseca.gov
Deadline for Questions and Objections:	May 22, 2019 at 12:00pm Pacific Time
Proposal Due Date:	**June 18, 2019**
Time:	12:00pm Pacific Time
Location:	**Deliver to the 13th floor lobby at the address listed above.**

TABLE OF CONTENTS

1   INTRODUCTION AND OVERVIEW

The City of San José ("City") is soliciting proposals from qualified firms for As-Needed Cybersecurity Products & Services. The City may make multiple awards per package as a result of this RFP. Interested vendors may submit proposals for one or more of the following bid packages included in this RFP:

  Package A: Information Systems Security Assessment Services
  Package B: Virtual Security Operations Center Services & Tools
  Package C: Cybersecurity End User Training and Testing
  Package D: Incident Response - Legal, Media, and Cyber Forensic Guidance Services & Tools
  Package E: Firewall Management Services & Tools
  Package F: Advanced Threat Protection Services & Tools
  Package G: Supplemental Advanced Cybersecurity Services

Proposers who choose to respond to multiple packages must submit the general proposal response information plus package-specific information for each package for which they intend to respond. See this RFP package, including this Main RFP Document and the RFP Submittal Checklist, for response requirements and details.

2   BACKGROUND

As the Capital of Silicon Valley and the 10th largest city in the nation, the City of San José manages a large array of services and assets. The City operates on a budget of $3.5 billion with 6,000+ employees, all serving one million residents and businesses across 180 square miles. The City aspires to be as innovative as the community we serve.

The Cybersecurity Office is a newly formed division within the Information Technology (IT) Department with the goal of securing all City systems and data, as well as working with other City Departments and City vendors to ensure that all IT initiatives are secure and built to City standards. Through this RFP, the City plans to acquire security services, products, and tools to enhance the City's resilience and to improve the overall security posture of the City's infrastructure and systems.

3   SCOPE OF WORK

See Attachment B, Scope of Services and Requirements, for further details.

4   RFP DOCUMENTS

Attachments	Title	Description
A	RFP Submittal Checklist	This document details the layout and format for your Proposal response.
B	Scope of Services & Requirements	This document provides details regarding the City's specifications and requirements for each package of this RFP.
C	Exemplar Agreement (City's Standard Terms and Conditions)	City's Standard Terms and Conditions that will be the basis for any resulting agreement.
D	Insurance Requirements	The City's Insurance Requirements for which the successful vendor(s) will be required to provide proof of coverage prior to contract execution.

GENERAL PROPOSAL RESPONSE		
Forms	**Title**	**Instructions**
1	Proposal Certification Form	Complete, sign, and submit with response.
2	Request for Local and Small Business Enterprise Preference (if applicable)	Complete and submit with response if requesting the preference.
3	Exemplar Agreement Acknowledgement Form	Complete, sign, and submit with response.
4	Insurance Requirements Acknowledgement Form	Complete, sign, and submit with response.

PACKAGE-SPECIFIC PROPOSAL RESPONSES		
Forms	**Title**	**Instructions**
5	Customer Reference Form	Complete and submit 3 references for each package for which you are responding using this form.
6 (A-G)	Proposer Questionnaires	Complete the package-specific questionnaire for each package for which you are submitting a response.
7	Cost Proposal Form (Worksheet Tabs A-G)	Complete the package-specific cost information for each package for which you are submitting a response.

5   HOW TO OBTAIN THIS RFP

5.1   This RFP may be downloaded from the BidSync solicitation posting system. Proposers must register with BidSync at www.BidSync.com. If you have a problem registering online, contact BidSync directly at (800) 990-9339 or by email to support@bidsync.com.

5.2   All addenda and notices related to this procurement will be posted by the City on BidSync. In the event that this RFP is obtained through any means other than BidSync, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

5.3   Prospective subcontractors should note that once registered with BidSync, they will be able to view all organizations (with name and contact information) who download the RFP document.

6   TERM OF AGREEMENT
It is anticipated that the initial term for each agreement resulting from this solicitation will be two (2) years with three (3) one-year options to extend the term.

7   PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

7.1   All questions and inquiries regarding this RFP must be submitted through the Question and Answer portal on BidSync. Contact with representatives other than the Procurement Contact listed in this RFP or the City's Purchasing Officer is grounds for disqualification. The City will provide a written response to all questions in the form of an Addendum. Questions answered on BidSync shall be considered addenda to this RFP.

7.2   When submitting a question, be sure to include the following:

7.2.1   Which package the question pertains to and

7.2.2   Specific reference to the attachment, exhibit, or form and section within that package.

7.2.3   **NOTE: Proposers who post questions without the specific package referenced will be asked to resubmit their questions with the applicable package noted.**

7.3   The City shall not be responsible for nor be bound by any oral instructions, interpretations, or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification should be submitted online through BidSync.

8   OBJECTIONS

8.1   Any objections as to the structure, content, or distribution of this RFP must be submitted in writing to the Procurement Contact listed on the cover sheet of this document. Objections must be as specific as possible, must identify the RFP section number and title, and must include a description and rationale for the objection.

8.2   All objections, questions, and inquiries pertaining to this RFP must be received by the deadline stated on the cover sheet.

9   PROPOSAL SUBMITTAL REQUIREMENTS

To expedite the evaluation process, each proposal response should be organized in accordance with **Attachment A, RFP Submittal Checklist**. Proposals that do not follow the specified format or fail to provide the required documentation may receive lower scores or, if found to be non-responsive, may be disqualified. In the event of a conflict between any of the proposal documents, resolution thereof shall be in the City's sole discretion.

Vendors shall use the forms provided by the City to provide RFP responses in the areas indicated. Do not attempt to override or bypass spreadsheet functionality in providing responses.

9.1   **GENERAL**

The City must receive your response to this RFP by the proposal due date and time stated on the cover sheet of this document in order for your proposal to be considered. Proposals must be submitted and addressed to the attention of the Procurement Contact listed on the cover sheet of this document. In addition, the outside of the box or package and the cover or title page of each proposal must be clearly labeled "**As-Needed Cybersecurity Products & Services, RFP 18-19-01.**" Include the following inside the box:

9.1.1   Technical Proposal: Submit one (1) original and four (4) copies in hard copy clearly marked as such. Your Technical Proposal response shall contain General Proposal Response information, as well as package-specific information for each package for which you are responding. See Attachment A, RFP Submittal Checklist, for further information regarding submittal requirements and format. Copies should be in exactly the same form as the original, i.e. bound, tabbed, etc.

9.1.2   Cost Proposal: Submit one (1) original hardcopy of your Cost Proposal Form for each package for which you are responding in a separate and sealed envelope clearly marked on the outside as "RFP 18-19-01 Cost Proposals." Your Cost

Proposal(s) must be submitted using the form(s) provided in this RFP. Do not modify the form(s) or override the spreadsheet calculations.

9.1.3   USB Drive: Submit one (1) USB drive containing electronic copies of your Technical Proposal(s) (in a single Word and/or searchable PDF file) and Cost Proposal(s) (in Excel). The same USB may be used for all files as long as the files are organized and clearly labeled.

9.2   FORMATTING

The Proposal must be in Times New Roman, Arial, or some similar, easily readable font. The size of the font cannot be smaller than 11, and margins should be 1 inch or more. Include a table of contents that identifies the page numbers for each section of the proposal (see Attachment A, RFP Submittal Checklist for further details). All pages should be consecutively numbered and correspond to the table of contents.

9.3   COVER LETTER (GENERAL)

Provide a cover letter (maximum of 2 pages) signed by the individual within your company who is authorized to contractually bind your firm that includes the following:

9.3.1   A list specifying which packages your company is providing responses for;

9.3.2   A brief overview of your company's general expertise, experience, and approach to performing the services and providing the tools for each of the packages for which you are responding;

9.3.3   Company history, including years in business, names previously used, mergers, other company affiliations, etc.;

9.3.4   Mailing address, phone number, and fax number of the Proposer's principal place of business;

9.3.5   Mailing address, phone, and fax number of the office from which assigned staff will work;

9.3.6   Mailing address, company history, staffing, and degree of participation in the project for any other firm or subcontractor;

9.3.7   Contact information, including name, title, address, phone number, and email, for the individual signing the Cover Letter; and

9.3.8   Contact information, including name, title, address, phone number, and email, for the individual to whom questions regarding your proposal should be addressed.

9.4   EXPERIENCE AND QUALIFICATIONS (PACKAGE-SPECIFIC)

9.4.1   **Expertise, Key Personnel, and Organizational Chart:** Provide experience summaries and individual curriculum vitae/resumes for Proposer technical/professional staff who would be assigned to perform the Services, including any sub-consultants, if applicable, for each package for which you are providing a response. Resumes and experience summaries should clearly

demonstrate the individuals' and Proposer's qualifications to perform the Services specified for the package for which the response is provided.

9.4.2   **Customer References:** Complete Form 5, Customer Reference Form, for three (3) recent and different customers for <u>each</u> package response. Submitted Customer Reference Forms will be evaluated and scored as part of the Experience and Qualifications Evaluation Criteria and will initially be based solely on the information provided by the Proposer in the Customer Reference Forms. Therefore, it is important to provide complete, detailed, and descriptive information for each customer reference. Note that you may use the same reference across packages if appropriate and applicable, but you should not use a reference more than once within the same package.

9.5   **TECHNICAL CAPABILITIES (GENERAL AND PACKAGE-SPECIFIC)**

9.5.1   General - Provide a direct and thorough response to your ability to meet the City's general requirements as specified in Attachment B, Scope of Services and Requirements, Sections 3 (Overall Assumptions and Process) and 4 (Security and Other Requirements).

9.5.2   Package-Specific - Provide a direct and thorough response for each element of the package-specific requirements included in Attachment B, Scope of Services and Requirements, for <u>each</u> package for which you are submitting a response. Where appropriate and available, provide supporting documentation such as screenshots, reports, and documents to demonstrate how a specific requirement is or would be addressed.

9.5.3   Package-Specific - Complete Form 6, Proposer Questionnaire, for <u>each</u> package for which you are responding and return it with your Proposal response.

10 <u>COST PROPOSAL REQUIREMENTS (PACKAGE-SPECIFIC)</u>

To compare costs fairly and consistently, Cost Proposals must be submitted on Form 7, Cost Proposal Form(s), for <u>each</u> package for which you are providing a response. Cost evaluation and points assignment shall be based on the information specified in the cost worksheet for each applicable package; therefore, it is critical that vendors complete all cost worksheet information for each package for which they are applying.

Eligible cost points for each bid package will be based on vendor cost submittals for that package. If responses are not provided for all line items in a package, the vendor will only be eligible for a portion of the cost points available for that package. Refer to the Cost Proposal Form for each package for additional information.

11 <u>SELECTION PROCESS AND EVALUATION CRITERIA</u>

The proposals received will be first reviewed for Proposal Responsiveness. This is a Pass/Fail review. Proposals will be reviewed to ensure that all the required documentation is included with the proposal submission as described in Sections 9 and 10 and as summarized in Attachment A, RFP Submittal Checklist. Proposals that are deemed non-responsive will be disqualified from further consideration.

The evaluation process will then be done in a phased approach as described below:

11.1 PHASE 1 - EXPERIENCE AND QUALIFICATIONS

Only responsive proposals will be considered. The Proposer's experience and qualifications will be evaluated for each package for which a response was provided per Section 9.4. The highest scoring Proposers per the weighting criteria set forth in Section 11.4 from this phase for each package will advance to Phase 2.

11.2 PHASE 2 – TECHNICAL CAPABILITIES & COST

11.2.1   In this phase, Phase 1 scores for Experience and Qualifications will be normalized to the respective Phase 2 weight for each proposer who advanced to Phase 2. For example, if a proposal scored all 90 points for Experience and Qualifications in Phase 1, this score will be converted to 35 points in Phase 2. In a different scenario, if a proposal scored 72 points for Experience and Qualification in Phase 1, this score will be converted to 28 points in Phase 2 (72/90=80% and 80% of 35=28).

11.2.2   Technical Capabilities will be evaluated based on information submitted in response to the information specified in Section 9.5.

11.2.3   Cost points will be calculated based on submitted Cost Forms (see Section 10).

11.2.4   Those Phase 2 proposers found to be in the competitive range after the initial Phase 2 scoring, may be invited to participate in optional oral presentations and product demonstrations for the purpose of introducing key members of the project team and allowing the City to fully understand the Proposer's ability to meet the evaluation criteria. In the event oral interviews are held, Proposer Experience and Technical Capability Scores maybe adjusted based on information obtained during the oral interview.

11.3 EVALUATION/SELECTION PROCESS

11.3.1   City staff will evaluate proposal submissions. Subject matter experts from outside the City may also be used to evaluate proposals. The City reserves the right to rely on information from sources other than the information provided by the respondents as well.

11.3.2   Each package group will be scored and awarded separately based on the Evaluation Criteria indicated below.

11.3.3   Final awards shall be contingent upon acceptance of the City's Standard Terms and Conditions and Insurance Requirements in substantial conformance to Attachments C and D of this RFP. Vendors should acknowledge acceptance of the City's Standard Terms and Conditions by completing and submitting Form 3, Exemplar Agreement Acknowledgement Form, and Form 4, Insurance Requirements Acknowledgement Form, in their Proposal response.

11.4   **EVALUATION WEIGHTING CRITERIA (PACKAGE-SPECIFIC)**

		Weight by Phase	
		Phase 1 (Experience and Qualifications)	**Phase 2 (Experience + Technical Capabilities + Cost)**
Proposal Responsiveness	Pass/Fail		
Experience and Qualifications		90%	35%
Technical Capabilities			40%
Cost			15%
Local Business Preference		5%	5%
Small business Preference		5%	5%
TOTAL		**100%**	**100%**

12   **BEST AND FINAL OFFER (BAFO)**

12.1   A Best and Final Offer (BAFO) may be held with one or more finalist(s) if additional information or clarification is necessary in order to make a final decision. The BAFO may allow finalist(s) to revise their original Technical and/or Cost Proposals based on information provided by the City.

12.2   The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.

12.3   The City will request only one BAFO unless the City's Purchasing Officer determines that another BAFO is warranted.

12.4   Proposers are cautioned that the issuance of a BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there will be an additional opportunity to amend their Technical or Cost Proposals after the original submission. Proposers may not request an opportunity to submit a BAFO.

13   **GROUNDS FOR DISQUALIFICATION**

13.1   All Proposers are expected to have read and understand the "Procurement and Contract Process Integrity and Conflict of Interest," Section 7 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014. A complete copy of the Resolution 77135 can be found at: http://www.sanjoseca.gov/DocumentCenter/View/35087

13.2   Any Proposer who violates this Policy will be subject to disqualification. Generally, the grounds for disqualification include:

13.2.1   Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact or Purchasing Officer from the time of issuance of this solicitation until the end of the protest period.

13.2.2   Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.

13.2.3   Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

13.2.4   Evidence of submitting incorrect information in response to a solicitation or misrepresenting or failing to disclose material facts during the evaluation process.

13.3   In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:

13.3.1   Offering gifts or souvenirs, even of minimal value, to City officers or employees.

13.3.2   Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the City.

13.3.3   Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

13.3.4   Proposer's default under any City agreement resulting in termination of such Agreement.

13.3.5   Evidence of any wage theft judgements as described in Attachment A, Proposal Certification Form.

14 **CONFLICT OF INTEREST**

In order to avoid a conflict of interest or the perception of a conflict of interest, Proposer(s) selected to provide services under this RFP will be subject to the following requirements:

14.1   The Proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFP.

14.2   Proposer(s) may not have any interest in any potential Proposers for future City procurements that may result from the work performed under the agreement resulting from this RFP.

15 **GENERAL INFORMATION**

15.1   The City reserves the right to accept or reject any item or group(s) of items of a response. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or to cancel the RFP altogether. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by submission of the proposal.

15.2   The City is not required to accept the lowest priced proposal. Responses will be evaluated to determine the most advantageous proposal on a variety of factors including, but not limited to, price, design, quality, features, and performance.

15.3   The City may, in its sole discretion, make multiple awards per package, based on the final scores and rankings for each package.

15.4   In the event that any proposer to be awarded under this RFP cannot meet the City's budget requirements, the City reserves the right to award to the next highest ranked proposer.

15.5   Do not include sales tax in your price quotation. The City will work with the selected vendor to add sales tax as appropriate and will incorporate it into the final agreement.

15.6   Statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.

15.7   The City reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the Proposer.

15.8   The City may require financial statements as certified by an independent Certified Public Accountant. Do not submit these documents unless they are requested.

15.9   The laws of the State of California shall govern this RFP process and any resulting agreements, including any required vendor agreements for Subscriptions, Licensing, Maintenance, Hosting, etc. All Services provided to the City shall comply with all City policies, rules, and regulations which may be in effect during the term of the agreement, as well as all federal, state, and local statutes, ordinances, and regulations. The successful vendor is also required to comply with all applicable equal opportunity laws and regulations.

15.10   The City shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including, but not limited to, costs incurred in the preparation or submission of proposals. The City shall be held harmless and free from any liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

15.11   Failure to carefully read and understand this RFP may cause the proposal to be out of compliance or rejected by the City or may legally obligate the proposer to more than it intends or realizes. Information obtained by the proposer from any officer, agent, or employee of the City shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Only the format described in this RFP and the attachments included with this RFP will be accepted as compliant for the submitted proposal. Failure to complete and submit all required attachments may result in disqualification.

15.12   The successful Proposer(s) will be required to demonstrate evidence of insurance in accordance with the insurance provisions in Attachment D prior to contract execution.

16   **<u>NEXT GENERATION</u>**

For the term specified in this RFP (including option terms), the City reserves the right to make purchases from the awarded vendor(s) for the bid items, or their next generation equivalent, including warranty, support, and maintenance.

17 **LOCAL AND SMALL BUSINESS ENTERPRISE (LBE/SBE) PREFERENCE**

17.1   Chapter 4.12 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials, and equipment and for general and professional consulting services. The amount of the preference shall be 5 points if the business is local and an additional 5 points if the business is small.

17.2   In order for a Proposer to be eligible for local and small business preference, the Proposer must complete Form 2, Request for Local and Small Business Enterprise Preference, and return it with their Proposal response. If the Proposer fails to complete the form and submit it with the Proposal, the Proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

17.3   Proposers requesting LBE/SBE preference must meet the eligibility requirements specified in Form 2, Request for Local and Small Business Preference, including having a current San José Business Tax Certificate Number.

17.4   The preference shall only be considered for the prime Proposer(s). However, in the event that the proposing firm is a Joint Venture (JV) or Partnership as indicated on the Proposal Certification Form (Attachment A), the Local Preference shall apply if any one of the firms in the JV or Partnership meets the definition for a local business. In order for a JV or Partnership to be considered for the Small Business Preference, the aggregate of all of the employees that make up the JV or partnership must meet the definition for a small business.

18 **PUBLIC NATURE OF PROPOSAL MATERIAL**

18.1   All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

18.2   Any proposal which contains language purporting to render all or significant portions of their proposal "Confidential," "Trade Secret" or "Proprietary," or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures described below

18.3   **Do not mark your entire proposal as "confidential" or "proprietary."**

18.4   The City will not disclose any part of any proposal before it announces a Recommendation of Award on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a Recommendation of Award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portions of your proposal which are exempt from disclosure under the Public Records Act, you must mark them as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

18.5   Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide the Proposer who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

19   **PROTESTS**

19.1   If an interested party wants to dispute the award recommendation, they must submit their protest in writing to the City's Purchasing Officer no later than ten (10) calendar days after announcement of the successful Proposer(s), detailing the grounds, factual basis, and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with the Objections Section above. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.

19.2   Protests must be addressed to the following:

> City of San José
> Attention: Purchasing Officer
> 200 East Santa Clara Street, 13th Floor
> San Jose, CA 95113

Protests may be submitted by email to purchasing@sanjoseca.gov, with a copy to the RFP Procurement Contact.

20   **CITY BUSINESS TAX**

The Proposer(s) must comply with the San José Municipal Code Chapter 4.76 with respect to payment of any applicable City Business Tax prior to the commencement of work. Contact Finance/Revenue Management at (408) 535-7055 or BusinessTax@sanjoseca.gov to determine the applicable tax costs.

21   **OTHER PUBLIC AGENCY PURCHASES**

It is intended that other public agencies be permitted to purchase under the same terms resulting from this procurement. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for deliveries and/or services, and making payments to the Vendor. The City of San José will not be liable or responsible for any obligations, including but not limited to, financial responsibility in connection with participation by other public agencies.

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
RFP 18-19-01

ATTACHMENT A – RFP SUBMITTAL CHECKLIST

Proposal responses should be organized and tabbed as specified below:

☐	Cover Letter	See Main RFP Document, Section 9.3.
☐	Table of Contents	Organize as specified below and **include page numbers**.
☐	**TAB 1 Label: General Response**	
	☐ Form 1: Proposal Certification Form	
	☐ Form 2: Request for Local and Small Business Enterprise Preference (if applicable)	See Main RFP Document, Section 17
	☐ Form 3: Exemplar Agreement Acknowledgement Form	See Main RFP Document, Section 11.1.5
	☐ Form 4: Insurance Requirements Acknowledgement Form	See Main RFP Document, Section 11.1.5
	☐ *General Technical Capabilities*: Attachment B, Scope of Services, Sections 3 and 4	See Main RFP Document, Section 9.5.1
☐	**TAB 2+ Labels (example): Package A: Information Systems Security Assessments** (Specify the package letter and title for each package for which you are providing a response. <u>**Each**</u> **package response must include the following and have its own separate tab, numbered in sequential order.**)	
	☐ *Experience and Qualifications:* Expertise, Key Personnel, and Organizational Chart (package-specific)	See Main RFP Document, Section 9.4.1
	☐ *Experience and Qualifications:* Form 5: **Three (3)** Customer Reference Forms (package-specific)	See Main RFP Document, Section 9.4.2
	☐ *Technical Capabilities:* Respond to each element of Attachment B, Scope of Services, applicable to this package (general and package-specific)	See Main RFP Document, Sections 9.5.1 and 9.5.2
	☐ *Technical Capabilities:* Form 6, Proposer Questionnaire (package-specific)	See Main RFP Document, Section 9.5.3

Submit in <u>separate</u>, clearly marked, and sealed envelope:

☐	Form 7: Cost Proposal Form(s) (package-specific) (Include the cost form for <u>each</u> package for which you are providing a response completed. You must complete all lines on the cost form for that package. Include all cost forms in the same sealed envelope.)	See Main RFP Document, Sections 9.1.2 and 10

☐	**USB Drive** containing electronic copies of <u>all</u> Proposal documents. The same USB drive may be used for all files.	See Main RFP Document, Section 9.1.3

Attachment A – RFP Submittal Checklist

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
RFP 18-19-01

ATTACHMENT B - SCOPE OF SERVICES & REQUIREMENTS

1 PROJECT INTRODUCTION AND OVERVIEW

The City of San José ("City") is soliciting proposals from qualified firms for As-Needed Cybersecurity Products & Services. The City intends to make multiple awards as a result of this RFP. Interested vendors may submit proposals for one or more of the following bid packages included in this RFP:

Package A: Information Systems Security Assessments
Package B: Virtual Security Operations Center Services & Tools
Package C: Cybersecurity End User Training and Testing
Package D: Incident Response - Legal, Media, and Cyber Forensic Guidance Services & Tools
Package E: Firewall Management Services & Tools
Package F: Advanced Threat Protection Services & Tools
Package G: Supplemental Advanced Cybersecurity Services

2 PROJECT BACKGROUND

The City operates a Microsoft-, Brocade-, and Check Point-centric environment. The City's business applications portfolio focuses on proven commercial Software as a Solution (SaaS) applications followed by development on standard platforms. The City minimizes the use of custom-developed applications.

The City's technology operating environment consists of the following:
- ~ 25 major departments
- ~ 6,600 total employees, volunteers, and interns
- ~ 4,000 City PCs – Windows Operating Systems and about 1,000 mobile devices, including Surface Pros, Apple iPads, and primarily Windows laptops using Microsoft productivity technologies
- ~ 400 servers with ~50% virtualization
- ~ 60 specialized business systems
- ~ 200 business systems
- The City has two data centers.
- ~ 60% of the City's primary business systems are (or soon will be) on the cloud:
    - Organizational website and content management system
    - Customer relationship management system
    - Office 365
    - Cloud-hosted infrastructure and applications
    - Voice services
    - Business systems with credit card payments

3   OVERALL ASSUMPTIONS AND PROCESS

3.1   Vendor shall assign a service/support representative who will be responsible for quoting City requests for **as-needed products and services** (within two weeks of City's request for quote), coordinating the execution of work orders, providing reports, and vendor escalation management.

3.2   The City's Chief Information Security Officer shall be the City's representative for the services to be provided under the contracts resulting from this procurement.

3.3   The representatives will meet as required to discuss requirements, progress, and quality of all services rendered.

3.4   The City may request price quotes from multiple (or all) vendors who are awarded a contract based on the package and services required. In such cases, the City will issue a Work Order to the lowest-priced vendor.

3.5   Vendor shall not perform any work until directed to do so by the City through an executed Work Order. Any work performed by vendor without an executed Work Order or other required contractual documents will be done at no cost to the City.

3.6   The vendor shall provide accurate and timely billings upon work completion and City acceptance of milestones and deliverables.

3.7   The vendor shall produce and send to City's representative an accurate accounting of all open work orders and work progress at least monthly.

4   SECURITY AND OTHER REQUIREMENTS

4.1   Privileged Information - Vendor shall provide any and all information systems security findings and recommendations under privileged access, or a similar level of protection, in order to guard against revealing potential security issues that put the City, citizens, and businesses at risk.

4.2   Secure Transmission - Vendor shall provide any and all information systems security findings, recommendations, and work materials via a secure file transfer method accessible by the City.

4.3   Secure Access - Vendor shall have all equipment, materials, and support necessary to remotely connect to the City servers and computers via a secure connection per City access protocols. The City IT Department will provide secure VPN access into the network to the vendor as required. On-site access will also be provided as needed and as mutually agreed.

4.4   Security Policy and Standards - Vendor shall adhere to City IT security policy and standards, as may be updated from time to time, in providing the services. Vendor finalists may request and/or be provided a copy of the City's *Information Security Standard Handbook*, which includes a flow down of the NIST Cybersecurity Framework and Controls.

4.5   Security Controls - Vendor shall implement security controls in accordance with the City's Security Policy and Standards (Section 4.4 above) to assess any solution prior to first release or release of any major improvement or enhancement.

4.6   Vendor shall protect City data in accordance with the City's Security Policy and Standards (Section 4.4 above).

4.7   Vendors submitting proposals in response to this RFP must certify and agree that they meet and shall maintain for the duration of any City-awarded contract the following conditions and requirements:

Attachment B – Scope of Services

4.7.1   Vendor shall provide technical and professional services with the means and tools to remotely connect to City servers and computers via a secure connection and per City access protocols.

4.7.2   The City strongly prefers that the vendor have a minimum of three (3) years of experience performing services of similar type, scale, and scope as those required in this RFP and described in their Proposal.

4.7.3   Vendor shall possess and can apply a detailed understanding of compliance requirements for the services offered in their proposal. The City is also looking for specialized security experience with municipal government and utilities in compliance with CJIS, FBI, PCI-DSS, HIPAA, FERPA, FIPS, FISMA, NERC-CIP, WG4, Privacy, Industrial Control Systems (ICS), and other related requirements.

4.8   Vendors must have their own equipment required to provide the services for which they are responding.

4.9   All City data provided to vendor for the performance of the services specified herein is owned by the City and must be returned to the City upon contract termination. See City's Standard Terms and Conditions for further information.

4.10 Vendor personnel working on sensitive information and/or in secured areas, may be required to submit to a background check. Certain vendor personnel may be barred from working based on the results of the background check or other conditions may be required by the City of San José. The City will not disclose the details regarding why a particular worker is barred.

4.11 Vendor personnel involved in providing cybersecurity services to the City may be required by the City to sign an individual confidentiality agreement and/or nondisclosure agreement.

5   PACKAGE A: INFORMATION SYSTEMS SECURITY ASSESSMENTS

5.1   Information Systems Security Assessments function as an audit of the City's information systems security processes, practices, and overall security readiness.

5.2   Assessments are expected to be conducted periodically.

5.3   The City will require various assessments throughout the term of the contract. These assessments will include, but not be limited to, the following:

- Compromise Assessment
- PCI Compliance Assessment
- Privacy Compliance Assessment
- HIPAA Compliance Assessment
- Industrial Control Systems Assessment
- Penetration Testing
- San José Security Policy and Standards Compliance Assessment

5.4   The resulting assessment reports will include information such as strengths, as well as prioritized weaknesses the City should address to secure its information assets with a letter describing the general state of the City's IT security. Vulnerabilities identified shall be accompanied by the likelihood of occurrence, analysis of impact, and risk level that the City may use to prioritize remediation efforts.

5.5   Contracted vendors will be required to provide a copy of their baseline assessment template for each regulatory need upon request by the City and verify that the City will

Attachment B – Scope of Services

have flexibility to augment or reduce aspects of your template as required to meet the City's needs to start the assessment process.

5.6 Following each assessment, a period of remediation will be observed to allow the City to strengthen any identified weaknesses. Following the period of remediation, vendor shall validate that identified issues were mitigated. The vendor will then provide an attestation letter stating the overall IT security state of the City or assessed system.

5.7 It is expected that the vendor shall be available to provide services during the City's regular business hours of Monday through Friday, 8:00am to 5:00pm Pacific Time, excluding City holidays. City offices are closed to the public Saturday and Sunday, but the City's technical staff sometime conduct system work on these days to minimize the impact to business operations. Therefore, the City may require that some services provided by the vendor be performed outside of regular business hours, including weekends and holidays.

6 PACKAGE B: VIRTUAL SECURITY OPERATIONS CENTER SERVICES

6.1 The vendor shall provide all facilities, tools, and personnel required to monitor the City's IT assets such as websites, applications, databases, data centers, servers, networks, desktops, and other endpoints. The goal of the Virtual Security Operation Center (VSOC) is to provide services that complement/supplement other areas of IT such as the Network Operations Center (NOC), Help Desk, Risk Management, System Development Lifecycle, etc.

6.2 The VSOC will help to prevent, protect, and recover from malicious threats and attacks to the City's infrastructure and applications.

6.3 VSOC services shall be available 24x7x365.

6.4 Vendor and the City shall coordinate to mutually define performance metrics, escalation procedures, response times, and contact lists.

6.5 The parties shall participate in weekly, monthly, and quarterly meetings as required.

6.6 Vendor shall develop a transition plan for disengagement and/or transfer of services.

6.7 Vendor shall contract with an external auditor to assess vendor's security compliance against City's and/or NIST's security standards.

6.8 Vendor shall provide City with a copy of its Standard Operating Procedures used in providing VSOC services.

6.9 Services included with this Package B may include any combination of the following:

    6.9.1 VSOC Data protection (On premise or remote)

    6.9.2 Remote Security Information and Event Management (SIEM)

    6.9.3 Remote discovery and vulnerability management

    6.9.4 Intrusion Detection System / Intrusion Prevention System

    6.9.5 Remote monitoring and alerting of customer assets for intrusion

    6.9.6 Threat intelligence by means of alliances and other sources of intelligence

    6.9.7 Antivirus / Antimalware - Internal malware detection, isolation, and removal

    6.9.8 Continuous monitoring of real-time threats

    6.9.9 Provide insight of proliferation of attacks and malware targeting City assets

    6.9.10 Distributed Denial of Services protection

    6.9.11 Incident response once a security incident is detected:

- Investigate any identified or reported incident using a standard methodology
- Expert attack analysis, post-incident reports

- Interface with the Legal, Forensic, and Communications teams
- Forensic evidence captured and preserved

6.9.12 Follow-up and corollary services related to prevention, detection, inhibiting, and recovery from information security incidences

6.9.13 Security hardening professional services

6.9.14 Dashboard and detailed reporting of services - Provide performance reports for Executives, Auditors, Security Staff, and Network Staff on a predefined schedule

6.10 In addition, it may be necessary for the City to purchase software and/or tools at an established list price less discount rates through the selected vendor in support of the work to be performed under this package.

6.11 Active Threat Hunting in the environment based on all data collected from logs, anti-malware, intrusion detection system/intrusion prevention system, Active Directory, firewalls, scans, traffic, and any other source in the environment.

7 PACKAGE C: CYBERSECURITY END USER TRAINING AND TESTING

7.1 Provide resources and tools for tiered web-based training that provides end users with fundamental security knowledge, including items such as phishing emails, password/passphrase best practices, social engineering, IT-related advanced security training for security management and infrastructure/application support, and compliance training, such as for PCI-DSS, Privacy, and HIPAA.

7.2 The training shall be SCORM and Tin Can (xAPI) compliant and should enable periodic testing and retraining as well as electronic certification upon completion.

7.3 Vendor must provide training within the City's training environment, which is currently Learning Management System (LMS) from Saba Software Inc.

7.4 Training shall include the following:

7.4.1 Basic security awareness training in current and relevant topics for all City employees and contractors.

7.4.2 Role-based training for City employees with differing responsibilities and/or privileges, such as General Users, Managers, Executives, and IT Professionals.

7.4.3 Supplemental knowledge in addition to basic training that will help prevent incidents related to social engineering, spear phishing, targeted advanced persistent threats, etc.

7.4.4 Leverages the City's Learning Management System (LMS).

7.4.5 Is executable annually and ongoing for new employees.

7.4.6 Tests for spear phishing attacks and social engineering attacks, including ongoing and remedial training every time a user selects the wrong answer or clicks the wrong link.

7.5 Should the City be required to purchase additional software and/or tools in support of this package, it expects to do so through the contracted vendor based on established list price less discount rates.

8 PACKAGE D: INCIDENT RESPONSE - LEGAL, MEDIA, AND CYBER FORENSIC GUIDANCE SERVICES & TOOLS

8.1 In the event of a breach or incident where data or sensitive/confidential information has been compromised, the City may request legal reporting and handling, cyber forensics, and crisis communications management from the vendor.

8.2   These services may include the representation, handling, and investigation of all aspects of a potentially sensitive data breach (e.g., PCI, PII, HIPAA, etc.)

8.3   The vendor shall provide expertise in addressing the media effectively to provide consistent and secure communication channels, convey cooperation, and restore confidence in the City as an organization.

8.4   The vendor shall provide Incident Response planning services as well as Incident Response test runs to ensure that all stakeholders are aware, trained, and ready to play their role.

8.5   Should the City be required to purchase additional software and/or tools in support of this package, it expects to do so through the contracted vendor based on established list price less discount rates.

9   PACKAGE E: FIREWALL MANAGEMENT SERVICES & TOOLS

9.1   The City's goal is to achieve maximum security, awareness, and automation with always-current perimeter security.

9.2   The City currently uses Check Point firewall technology.

9.3   Vendor shall supply resources with firewall management expertise to handle configuration changes such as the creation and maintenance of zones, segments, VLANs, and other aspects of the perimeter technology stack.

9.4   Vendor may perform patching and minor and major software/hardware upgrades. (Hardware and Software licenses shall be purchased separately by the City.)

9.5   All changes shall be handled via the City's configuration management process.

9.6   This service may require variable work hours and number of hours per month and requires full knowledge of the perimeter technology stack as well as 24x7 availability of the service.

9.7   The vendor must also maintain and upkeep documentation.

9.8   Should the City be required to purchase additional software and/or tools in support of this package, it expects to do so through the contracted vendor based on established list price less discount rates.

10   PACKAGE F: ADVANCED THREAT PROTECTION SERVICES & TOOLS

10.1   The City will need a solution that is based on Artificial Intelligence, including Deep Learning and Machine Learning, capable of identifying patterns of behavior to prevent and block cyber-attacks in real-time. The solution must be able to self-learn and adapt to constant changing environments.

10.2   The solution shall provide protection against known, unknown, and zero-day threats.

10.3   Protection shall be turned on even when computers and servers are not connected to the Internet.

10.4   Solution should not be signature based and should have minimal impact on performance and bandwidth utilization.

10.5   Solution can be at the end-point, network-based, and/or cloud-based.

10.6   Solution shall scale to protect several thousand Internet of Things (IoT) end points.

10.7   Solution shall be able to detect and stop ransomware attacks.

10.8   The proposer shall provide one-time training/certification on the use/operation/maintenance of the solution to the City's cybersecurity staff of 5.

10.9   The proposer shall provide expert assessment, advice, and technical services on an as-needed basis.

10.10 The solution shall be deployable in multiple network domains as the City operates separate domains that need protection/prevention.

10.11 Should the City be required to purchase additional software and/or tools in support of this package, it expects to do so through the contracted vendor based on established list price less discount rates.

11 PACKAGE G: SUPPLEMENTAL ADVANCED CYBERSECURITY SERVICES

11.1 The City, from time to time, may require IT Security Services for projects, tasks, and/or supplemental staffing that are not specified and/or defined in the other Packages of this RFP. Where advanced Cybersecurity Services can significantly improve the City's security profile, vendors may propose options for the City to, at its sole discretion, utilize based on utility and cost advantage.

11.2 Vendors interested in responding to this Package shall provide billing rates for the following labor categories:

11.2.1 **IT Security Project Managers** – IT Security Project Managers work with a project team and oversee the implementation of security systems for the protection of facilities, personnel, data, and assets. Using a combination of management skills and specific security system knowledge, they coordinate the security project through its progressive stages, with the goal of project completion within specified time and budget constraints. This role requires a PMP certification with at least 5 years of relevant experience. IT Security Project Managers typically initiate, supervise, develop, and/or manage specifications and requirements from the project's inception to conclusion for complex to extremely complex programs. IT Security Project Managers provide strategic advice, execution guidance, and expertise to program and project staff and also provide detailed analyses, evaluations, and recommendations for improvements, optimizations, and development for mission critical challenges/issues.

11.2.2 **IT Senior Security Engineers** - IT Senior Security Engineers implement and monitor security measures for the protection of computer systems, networks, and information. They also identify and define system security requirements, design computer security architecture, develop detailed cyber security designs, prepare and document standard operating procedures and protocols, configure and troubleshoot security infrastructure devices, develop technical solutions and new security tools to help mitigate security vulnerabilities, automate repeatable tasks, and ensure that the organization knows as much as possible, as quickly as possible about security incidents and writes comprehensive reports including assessment-based findings, outcomes, and propositions for further system security enhancements. IT Senior Security Engineers have over 10 years of experience and a MA/MS degree and will typically work on high-visibility or mission critical aspects of a given program and perform all functional duties independently. IT Senior Security Engineers may be required oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a project.

Attachment B – Scope of Services

11.2.3 **IT Senior Security Managers** – IT Senior Security Managers are responsible for monitoring the security operations for any organization or company. They implement security policies, regulations, rules, and norms and make sure that the environment in the organization is safe for employers and visitors. IT Senior Security Managers have over 10 years of experience and a MA/MS degree, and they typically work on high-visibility or mission critical aspects of a given program, perform all functional duties independently, may oversee the efforts of less senior staff, and/or may be responsible for the efforts of all staff assigned to a project.

11.2.4 **IT Senior Security Analysts** – IT Senior Security Analysts plan and implement security measures to protect computer systems, networks, and data; stay up to date on the latest intelligence, including hackers' methodologies to anticipate security breaches; and are responsible for preventing data loss and service interruptions by researching new technologies that will effectively protect a network. IT Senior Security Analysts have over 10 years of experience and a MA/MS degree. A Senior Security Analyst typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior Security Analyst may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a project.

11.2.5 **IT Mid-Level Security Analysts** – IT Mid-Level Security Analysts assist IT Senior Security Analysts in planning and implementing security measures to protect computer systems, networks, and data and anticipating security breaches, data loss and service interruptions. IT Mid-Level Security Analysts have 4 to 10 years of experience, at least BA/BS, and typically perform all functional duties independently.

11.2.6 **IT Junior Security Analysts** – IT Junior Security Analysts assist IT Senior and Mid-Level Security Analysts in the implementation of security measures to protect computer systems, networks, and data, have up to 3 years of experience and a BA/BS degree, and are responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.

11.3 The vendor may also provide pricing for tasks not specifically designated in the other Packages. See Form 7, Cost Form for specific cost items. Vendors may also add their own ad hoc products and services as applicable and appropriate.

Attachment B – Scope of Services

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
RFP 18-19-01

ATTACHMENT C - EXEMPLAR SERVICES AGREEMENT
(CITY'S STANDARD TERMS AND CONDITIONS)

AGREEMENT FOR _____
BETWEEN THE CITY OF SAN JOSÉ
AND

_____

WHEREAS, City has issued a Request for Proposal ("RFP") for _____ and

WHEREAS, Contractor has the necessary expertise and skill to perform such Services and Contractor's proposal demonstrates Contractor's ability to meet the City's needs; and

WHEREAS, Contractor has a good understanding of City's requirements through Contractor's examination of the Request for Proposal documents and the exchange of information; and

WHEREAS, the recitals are true and correct and are incorporated into this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1   AGREEMENT DOCUMENTS
The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

EXHIBIT A-1	-	Scope of Services
EXHIBIT A-2	-	Service Categories for Service Orders
EXHIBIT A-3	-	Service Order Form
EXHIBIT B	-	Compensation and Payment Schedule
EXHIBIT C	-	Insurance Requirements
EXHIBIT D	-	Change Order Form
EXHIBIT E	-	Notice of Option to Extend Agreement
EXHIBIT F	-	Compliance with Nondiscrimination

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail. The provisions in the Exhibits shall prevail over conflicting terms in any Attachments to the Exhibits. Contractor and City hereby acknowledge that they have drafted and negotiated the Agreement jointly and that the Agreement will be construed neither against nor in favor of either, but rather in accordance with its fair meaning

This Agreement and the Exhibits set forth above, contain all of the agreements, representations, and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading, or other forms utilized or exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Agreement.

2 TERM OF AGREEMENT

2.1 Term

The term of this Agreement is from Effective Date to _____ *("Initial Term")*, inclusive, subject to the provisions of Section 11 TERMINATION and subsection 2.2 "Options to Extend."

2.2 Options to Extend

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for two (2) additional one-year terms ("Option Periods"), through _____ for _____. City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option prior to the end of the then current term.

2.3 No Waiver

City's agreement to extend the term of this Agreement is not a waiver of the "time is of the essence" provision in Section 4.

2.4 Annual Appropriations of Funds

City's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the Parties agree that the Initial Term and any Option Periods are contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. Despite the foregoing, the City shall pay Contractor for any Services performed in accordance with this Agreement up to the date of termination.

3 SCOPE OF SERVICES

3.1 Scope of Work

Contractor shall perform the Services as set forth in the Scope of Services (the "Scope of Services" or "Scope") which is attached as Exhibits A-1 through A-3, hereto and incorporated as through fully set forth herein.

3.2 Equipment

Any additional equipment, parts, or services required for final acceptance as detailed in Scope of Services but not reflected in the Contractor's proposal such pricing shall be the sole responsibility of the Contractor and at no cost to the City.

3.3   Notification

Contractor agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure.

3.4   Privacy and Disclosure Policy

Contractor agrees in the performance of services to comply with the City's Privacy and Disclosure Policy set forth in EXHIBIT F entitled "Privacy and Disclosure Policy," which is attached hereto and incorporated herein. Contractor shall ensure that all webpages that it may create on behalf of the City are consistent with this Policy. Contractor further agrees that it shall treat all information received through this Agreement in strict accordance with the Policy.

4   SCHEDULE OF PERFORMANCE

Contractor shall perform the Services according to the terms and provisions of Exhibits A-1 through A-3. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

5   STANDARDS OF SERVICE

In connection with the performance of any Services pursuant to this Agreement:

5.1   Number of Employees

Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment, and other materials necessary to perform the Services contemplated in this Agreement.

5.2   Skill of Employees

Contractor warrants that employees shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

5.3   Duty of Confidentiality

All data, documents, discussions or other information developed or received by or for one Party in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by the other Party, or as required by law. The receiving Party warrants that all employees utilized by it in performing Services are under a written obligation to the receiving Party requiring the employee to maintain the confidentiality of information of the other Party to the extent permitted by law.

5.4   Security and Safety

Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies. City may require each employee providing Services to undergo a background investigation, including, but not limited to a criminal records and fingerprint check. Contractor shall promptly replace any employee found to be unacceptable to City, in its sole discretion, on the basis of a significant infraction found in the background investigation.

5.5   Contractor's obligations to employees

Contractor shall provide for and pay the compensation of its employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

5.6   Replacement of Employees

During the course of performance of Services, City may request replacement of an employee or a proposed employee, provided that there is reasonable cause. In such event, Contractor shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. If, within the first thirty (30) days after an employee's commencement of Services, City notifies Contractor (1) such employee's level of performance is unacceptable, (2) such employee has failed to perform as required, or (3) such employee, in City's sole opinion, lacks the skill, knowledge or training to perform at the required level, then Contractor will be required to review the work performed by said employee, confirm the quality of work, and correct any items the Contractor deems incorrect. If City requests replacement of an employee for the above-referenced reasons after such thirty (30) day time period, or at any time for a reason other than the reasons indicated above. City shall not be required to pay for, and shall be entitled to a refund of, any sums paid to Contractor for such employee's Services after the date of City's requested replacement of such employee.

6   CHANGE ORDER PROCEDURE AND AUTHORIZATION

6.1 Changes

Any changes to this Agreement after the Effective Date that relate to (i) the deletion of Products or Services, (ii) adding additional Products or Services, (iii) changing or modifying Products or Services, or (iv) making other changes that materially alter the scope of this Agreement or the deliverables required under this Agreement, including approval of all performance and/or payment schedules shall be made by the Director of Finance in accordance with the procedures set forth below.

6.2   Contract Change Requests

Either Party hereto may, from time to time, and at any time during the term hereof request a change, as defined in the above section. The Party requesting the change is hereinafter referred to as the "Requesting Party." Requests for changes shall be in writing and shall be addressed and delivered to the other Party as provided herein. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the products, Services, deliverables or schedules to be changed.

6.3   Procedures

As soon as practical after receipt by the notified Party of copies of the Request, the Parties shall as necessary meet to discuss the change and to ascertain its cost and schedule impacts, if any.

6.4   Change Orders

If the Parties decide to implement a change request, a standard form Change Order ("CO") shall be prepared in a form substantially similar to the form attached hereto as Exhibit D, which CO shall describe the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase. Only City's Director of Finance and Contractor's Authorized Representative shall have authority to execute CO's to this Agreement. Execution of a CO by City's Director of Finance and Contractor's Authorized Representative shall constitute a modification hereof and shall be binding on both Parties hereto.

7   COMPENSATION

7.1   Contract Maximum

The total contract price in U.S. dollars shall not exceed _____ ($_____) during the Initial Term ("Maximum Compensation"). The terms, rate and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation and Payment Schedule." Contractor shall submit to City invoices at the completion of each milestone, but no more frequently than monthly, with a breakdown of Services as provided in attached Exhibit B, entitled "Compensation and Payment Schedule." City will make payments to Contractor within thirty (30) days after the date of approval of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

7.2   Non-Funding

Each payment obligation of City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by Contractor, the product or service directly or indirectly involved in the performance of that function may be terminated by City at the end of the period for which funds are available. City shall notify Contractor at the earliest possible time of any products or services which will or may be affected by a shortage of funds.

No penalty shall accrue for City in the event this provision is exercised, and City shall not be liable for any future payments due or for any damages as a result of termination under this Section. This provision shall not be construed so as to permit City to terminate this Agreement or any products or services in order to acquire similar equipment or service from another party. Contractor agrees to render any assistance which City may seek in affecting a transfer of any right of City in this Agreement, or any part hereof, that is required of City pursuant to the securing of financing hereunder. Despite the foregoing, the City shall pay Contractor for any Services performed in accordance with this Agreement up to the date of termination.

8   TAXES AND CHARGES

Contractor shall be responsible for payment of all taxes, fees contributions or charges applicable to the conduct of Contractor's business.

9   CONTRACTOR REPRESENTATION AND WARRANTIES

9.1   Contractor Responsibility

Contractor understands and accepts full responsibility for all requirements and deliverables defined in this Agreement. Contractor warrants it:

9.1.1 Has read and agrees with the specifications contained in the Scope of Services (Exhibits A-1 through A-3);

9.1.2 Fully understands the facilities, difficulties, and restrictions attending performance of the services; and

9.1.3 Agrees to inform City of any unforeseen conditions which will materially affect performance of the work within 45 days of the execution of this Agreement and shall not proceed until written instructions are received from City.

9.2   Authority to Make Agreement

Contractor represents and warrants that Contractor has full right and authority to perform its obligations under this Agreement. City shall be entitled to use the System without disturbance.

9.3   Contractor Agreements with City Employees

Contractor agrees to not enter into a relationship that may result in a financial conflict of interest with any employee or agent of the City who participated in the making of governmental decisions related to this Agreement.

9.4   Warranty for Services and Software Customizations

Contractor warrants to City that Contractor shall render all Services and software Customizations provided under this Agreement with reasonable care and skill and warrants that they will function per the approved business requirements and design under ordinary use and operation in conformance with the specifications and documentation. Additionally, Contractor shall warrant its Services and software customizations for a period of one (1) year after Final System Acceptance ("Warranty Period"). During the Warranty Period, City will notify Contractor if any Services or software customizations do not conform to City's specifications as contained in the Scope of Services (Exhibits A-1 through A-3.) Upon

receipt of such notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor shall (at no additional cost to the City) repair the defective Services or software customizations. The one (1) Warranty Period is reset for any repaired or replaced item(s), beginning upon City acceptance of the repaired or replaced item(s). If despite its reasonable efforts, Contractor is unable to provide the City with Services or software customizations in compliance with the foregoing warranty, City may pursue its remedy at law to recover direct damages resulting from the breach of this warranty.

9.5   New Media

Media upon which any software customizations are delivered to City by Contractor:

    9.5.1   Shall be new and free from defects in manufacture and materials;

    9.5.2   Shall be manufactured in a good and workmanlike manner using a skilled staff fully qualified to perform their respective duties;

    9.5.3   Shall, during the Warranty Period, function properly under ordinary use and operate in conformance with the specifications; and

    9.5.4   In the event that media on which any Software Application, Customer Software, or Third Party Application Software is delivered is defective and cannot be read or utilized for its intended purpose by Contractor supplied or approved equipment, Contractor shall replace the defective media as soon as possible. Any delays occasioned by the failure of new media shall not be considered excusable delay.

10 WARRANTY AGAINST INFRINGEMENT

Contractor agrees to defend and indemnify City of all direct losses, costs, and damages resulting from a determination that the Services, Software, or software customizations supplied to City infringe any third party patent rights, copyrights, or trademarks provided that: City promptly notifies Contractor in writing upon City becoming aware of the existence of any such suit, action, proceeding threat; allows Contractor sole control of the defense and/or settlement thereof; and provides such reasonable cooperation as Contractor may require. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without Contractor's express prior written consent. In no event will Contractor be liable for the payment of any amount agreed to in settlement without Contractor's express consent. In the event that City is enjoined from use of the Services, Software, or software customizations due to a proceeding based upon infringement of patent, copyright or trademark, Contractor shall, at its option, either:

- Modify the infringing item(s) at Contractor's expense, so it becomes non-infringing; or
- Replace the infringing item(s) with equal non-infringing item(s), at Contractor's expense; or
- Procure, at Contractor's expense, the necessary licenses for the City to continue using the item(s); or
- Remove the item(s) and refund the purchase price less a reasonable amount for depreciation.

11 TERMINATION

11.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

11.2 Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

11.3 Termination Authority

The Director of Finance ("Director") is empowered to terminate this Agreement on behalf of City.

11.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

12 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification. This provision shall survive the termination of this Agreement.

13 INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in Exhibit C, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Risk Manager of the City of San José as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

14 WAIVER

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

15 INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting

subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

16 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, codes, and regulations (collectively, "laws") of the federal, state, and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

17 CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

18 NONDISCRIMINATION

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

19 GIFTS

19.1 Prohibition on Gifts
Contractor acknowledges that Chapter 12.08 of the San José Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

19.2 No Offer
Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

19.3 Breach of Agreement
Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 11 TERMINATION of this Agreement.

20 DISQUALIFICATION OF FORMER EMPLOYEES

Contractor is familiar with Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

21 CONFIDENTIAL AND PROPIETARY INFORMATION

21.1 Confidentiality

All data and information generated, collected, developed, discovered or otherwise saved in the System exclusively for the City (collectively the "Data") by the Contractor in the performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

21.2 Ownership of Materials

City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor in the performance of the project, and developed using Contractor's facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by City's facilities or personnel. Technology that is jointly developed using both City and Contractor personnel and facilities shall be jointly owned.

21.3 Ownership of Data

The City shall maintain ownership and control of the Data throughout the Agreement period and in perpetuity. Contractor shall have the right to use the Data solely to perform Services under the Agreement with the City. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the Agreement without the express written consent of the City. Contractor shall provide City with a copy of the Data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

21.4 Security

Contractor shall maintain effective controls and security to protect the Data, including conducting daily and incremental backups to a redundant data storage location, providing redundant power, internet, site redundancy, and emergency recovery procedures.

21.5 Copies of Data/Exit Strategy

Upon request of the City or in the event this Agreement is terminated, Contractor shall work with the City to ensure a smooth transition of all Data and Software to the City's new environment. Additionally, upon request by the City and at no additional cost, Contractor shall provide City with a database export of the Data in a format acceptable to the City. At the termination of this Agreement, all Data at the Contractor's (or Contractor's subcontractor's) facilities shall be purged when the City confirms that it has received a satisfactory copy of the Data. Contractor shall provide written verification to the City once all City Data has been purged.

21.6 Enforcement
The City and Contractor agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Agreement.

22 CONTRACTOR'S BOOKS AND RECORDS

22.1 Maintenance during Term
Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

22.2 Maintenance after Term
Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

22.3 Inspection
Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

22.4 Custody of Records
Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

23 ASSIGNABILITY

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

24 SUBCONTRACTORS

24.1 Authorized Subcontractors
Notwithstanding Section 23 ASSIGNABLITY above, Contractor may use designated subcontractors approved in advance by City in performing Contractor's services. Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

24.2 Compliance with Agreement
Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

25 GOVERNING LAW
This Agreement must be construed -- and its performance enforced--under California law.

26 JURISDICTION AND VENUE
In the event that suit is brought by either Party to this Agreement, the Parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

27 NOTICES
All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective Parties as follows:

To City:	City of San José Attention: Director of Finance 200 East Santa Clara St., 13th Floor San José, CA 95113
To Contractor:	_____ _____ _____ _____

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail. The Parties may change their respective addresses in accordance with the provisions of this Section.

28 MISCELLANEOUS

28.1 Survival of Provisions
If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

28.2 Assignment
Subject to the provisions of ASSIGNABILITY, this Agreement binds and inures to the benefit of the Parties and their respective successors and assigns.

28.3 Headings
The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

28.4 Authority of City Manager
Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

City of San José
a municipal corporation

_____
a _____
authorized to conduct business in California

By_____

By_____
First Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By_____
Second Authorized Signature

APPROVED AS TO FORM:

Name: _____

Title: _____

_____
Senior Deputy City Attorney

Date: _____

EXHIBIT A-1
SCOPE OF SERVICES

The following Scope of Services defines the principal activities and responsibilities of Contractor and the City for as-needed _____.

EXHIBIT A-2
SERVICE CATEGORIES FOR SERVICE ORDERS

Contractor shall provide various as-needed cybersecurity professional/technical services including but not limited to the services listed below:

EXHIBIT A-3
SERVICE ORDER FORM

SERVICE ORDER #____

1. PROJECT DESCRIPTION
Project Name: _____

Description: _____

See Attachment A for detailed scope of services, schedule of performance, and compensation schedule.

2. CITY PROJECT MANAGEMENT
Managing Department: Information Technology Department

Project Manager Name: _____

Email: _____

Phone #: _____

3. FISCAL/BUDGET
Current encumbered amount in Agreement = $_____

Contractor compensation for this SO #____ = $_____

New balance in Agreement = $_____

4. APPROVALS

City of San José   **Contractor**

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

If the Service Order compensation is greater than $100,000, additional signature below is required.

City of San José Finance/Purchasing:

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT A
TO
SERVICE ORDER # _____

1. PROJECT COORDINATION:

Project Name: _____

City AC#: _____

Project Coordinators:

For City of San José	**For Contractor**
Name: _____	Name: _____
Email: _____	Email: _____
Phone #: _____	Phone #: _____

2. SCOPE OF SERVICES, RESPONSIBILITIES, AND DELIVERABLES

3. SCHEDULE OF PERFORMANCE & COMPENSATION
Contractor shall perform services and deliver documents in accordance with the schedule below:

Deliverable	Estimated Completion Date	Compensation

EXHIBIT B
COMPENSATION AND PAYMENT SCHEDULE

1 Compensation and Payment Terms

1.1   The maximum amount payable for services provided under this Agreement shall not exceed
          Dollars ($) during the Initial Term. Any additional services requested by the City
that would exceed preceding the maximum amount will be addressed in accordance with the
Change Order Procedures. No additional services will be performed unless both Parties execute
a Change Order outlining the services requested and the compensation agreed for such services.

1.2   Contractor's basic hourly rates effective through the initial term:

Labor Classification	On-Site Hourly Rate	Off-Site Hourly Rate

1.3   All payments are based upon City's acceptance of Contractor's performance of task as evidenced
by successful completion of the Deliverable for that task. City shall have no obligation to pay
unless Contractor has successfully completed and City has approved the task for which payment
is due.

1.4   Except as otherwise provided in this Agreement, City shall make monthly payments within thirty
(30) days of City's approval of Contractor's invoice. If City makes any payments or incurs any
costs for which City is entitled to reimbursement from any payment otherwise due to Contractor
from City, City may deduct such reimbursement from any payment otherwise due to Contractor
from City. City shall submit to Contractor written documentation in support of such deduction
upon Contractor's request. In the event City does not deduct such reimbursement from
Contractor's payment but submits to Contractor an invoice for reimbursement, Contractor shall
reimburse City within thirty (30) days of receipt of such invoice.

1.5   Payment for any deliverable under this Agreement, or inspection or testing thereof by City, shall
not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may
inspect each deliverable and reject upon notification to Contractor any that do not confirm to the
specifications or other requirements of this Agreement. Rejected deliverables shall be promptly
corrected, repaired, or replaced by Contractor. If City receives deliverables with defects or
nonconformities not reasonably apparent on inspection, the City reserves the right to require
prompt correction, repair, or replacement by Contractor in accordance with Contractor's
warranty obligations.

2 Monthly Invoice

Contractor shall submit to City a monthly invoice within fifteen (15) working days of the last day of
each month, in arrears, for payment for services performed pursuant to this Agreement. The monthly
invoice shall include a statement of work performed during the month. City shall review the monthly
invoice submitted by Contractor and within ten (10) working days of receipt of the invoice, City shall
notify Contractor of any discrepancies or deficiencies in said invoice.

3   Renewal Period Compensation

3.1   After the Initial Term, the City reserves the right to extend the term of this Agreement pursuant to Section 2.2 ("Options to Extend") at the same rates as the final year of the Initial Term unless otherwise requoted and agreed to in writing by the Parties.

3.2   Price Renegotiation. Contractor may request adjustments to the compensation rates sixty (60) days prior to an option term. Contractor shall provide information justifying reasons for any increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not increase by more than the Consumer Price Index or 3%, whichever is less, over the previous year's fees, unless otherwise negotiated.

3.3   City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term. The City's Director of Finance or designee is authorized to exercise options on behalf of the City.

EXHIBIT C
INSURANCE REQUIREMENTS

See Attachment D of the RFP.

EXHIBIT D
CHANGE ORDER FORM

CHANGE ORDER # __

Pursuant to Section 6 of the Agreement for the _____System between _____ and the City of San José, the Agreement is hereby amended as follows: *(The following language is provided as an example of how to complete this form.)*

1. Contractor shall provide the following additional services at the costs indicated below:	
TOTAL	
2. The following services, products or deliverables are hereby deleted and the associated costs in amounts set forth below are also deleted.	
TOTAL	

3. Exhibit __ is hereby amended to read as set forth in the Revised Exhibit __ which is attached hereto.

4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.

	Total Cost of Change	
	Total Credit of Change	
	Previous Amendments and/or Change Orders	
	Original Contract	

ACCEPTANCE	**APPROVED AS TO FORM**
Contractor hereby agrees to accept the amount set forth herein as payment in full of the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.	_____ {Name} Title
Contractor	**City of San José**
_____ _____ Date	_____ _____ Name Date Title

EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	
DATE:	

(*date the notice is sent must be consistent with the time for exercise set forth in Agreement*)

Pursuant to Section _____ of the Agreement referenced above, the City of San José hereby exercises its option to extend the term under the following provisions:

OPTION NO.	

OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	

Pursuant to Section ____ of the Agreement the Rates of Compensation are hereby adjusted as follows:
(*use attachment if necessary*)

MAXIMUM COMPENSATION for Option Term:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the maximum compensation set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San José hereby certifies that an unexpended appropriation and funds are available for the option term specified above.

CITY OF SAN JOSÉ
a municipal corporation

By_____
Name:
Title:
Date:

EXHIBIT F
COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a.   Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b.   Cancelling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six of this ~~EXHIBIT F~~ in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.   Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation— Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

This Agreement and any subcontracts of this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Agreement and any subcontracts of this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ADDITIONAL NOTES

In the event that software or other related products are to be purchased through or from the Contractor under this Agreement, the following additional terms and conditions may apply and will be included in the resulting Agreement as applicable.

1 Contractor's Software

The terms for Contractor's Software licenses, including software accessed through a subscription service (Software), delivered pursuant to the Scope of Services, including subsequent Software updates licensed to the City, shall be as set forth in the Software License Agreement, Exhibit __.

2 Non-Contractor Software

Contractor shall procure, on City's behalf, the third party software pursuant to and in accordance with the license and maintenance agreements attached hereto as Exhibit _____. City shall execute and deliver the license and maintenance agreements for the Third Party Software. City shall comply with the terms and conditions of such agreements, provided that Contractor may serve as City's agent for purposes of obtaining and implementing the items and services contemplated by such agreements. Contractor shall obtain from all suppliers of the equipment and the Third Party Software, all standard guarantees and warranties normally provided on all software, services, materials, supplies and other items used in connection with the performance of the Services, including all such software, materials and other items which are incorporated into the System. Contractor shall obtain from each such supplier guarantees and warranties which are assignable to City and which cover the Warranty Period and shall, upon request of City, obtain an option for City to purchase a guarantee or warranty from such suppliers covering a longer period than the Warranty Period, if commercially available, at City's expense. Contractor shall enforce all guarantees and warranties until such time as such guarantees or warranties expire or are, if applicable, transferred to City. Such guarantees and warranties shall, to the extent they have been made assignable, be transferred to City upon expiration or termination of this Agreement. Such guarantees and warranties shall, to the extent they have been extended, be transferred to City upon the earlier to occur of (1) the expiration of the Warranty Period, and (2) termination of this Agreement. Contractor shall, to the extent that a warranty or guarantee has been extended or made assignable to City pursuant to this Section 3, deliver to City copies of all such guarantees and warranties and relevant extracts from all related technical specifications. Nothing in this Section 3 shall derogate from the obligations of Contractor to provide the guarantees and warranties described herein and to comply with the provisions of this Agreement.

3 Warranty for Software

Unless otherwise stated in the Software License Agreement (Exhibit ___), Contractor warrants the Contractor Software for one (1) year from the date of Final System Acceptance in accordance with the terms of the Software License Agreement and the provisions of this Section.

4 Operability

Contractor warrants that the Software and any customizations will be delivered to the City malware free and does not contain any timers, counters, or preprogrammed devices that will cause the Software to become erased, inoperable, or incapable of processing in the manner as documented in the contract documents specified.

5 Upgrades

Contractor agrees to maintain the Software to operate on all compatible upgrades of the hardware product line and operating systems used by City and specified in the Software License Agreement.

6 Limited Access

If necessary for the fulfillment of the Agreement, City may provide Contractor with non-exclusive, limited access to the City's information technology infrastructure. Contractor shall abide by all City policies, standards,

regulations, and restrictions regarding access and usage of City's information and communication technology resources. Contractor shall enforce all such policies, standards, regulations, and restrictions with all Contractor employees, agents, and any tier of subcontractor granted access in the performance of this Agreement and shall only grant such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

7 Compromised Security

In the event that Data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the City immediately. Contractor agrees to reimburse the City for any costs it incurs to resolve potential breaches incurred due to the Contractor, including, where applicable, the cost of assisting individuals who may be impacted by the Contractor's breach.

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
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ATTACHMENT D - INSURANCE REQUIREMENTS

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors or suppliers.

I.   Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City's Risk Manager.

Type of Insurance	Minimum Limit
1 Commercial General Liability The coverage provided by Insurance Services Office "occurrence" form CG 0001, including coverages for contractual liability, personal injury/advertising injury, products/completed operations, broad form property damage, independent contractors, products and completed operations.	$1,000,000 per occurrence for bodily injury, personal injury and property damage or $2,000,000 annual aggregate.
2 Automobile Liability The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.	$1,000,000 combined single limit per accident for bodily injury and property damage.
3 Workers' Compensation and Employer Liability A: Workers Compensation as required by Statute and as required by the Labor Code of the State of California. B: Employers' Liability	Coverage A: Statutory Coverage B: $1M each accident $500K each employee injury by disease $1M policy limit for disease
4 Professional Errors and Omissions Including coverages for negligent acts, errors, or omissions arising from professional services provided under this contract, with any deductible not to exceed $25,000 each claim.	Not less than $5,000,000 per claim.
5 Cyber & Technology Errors & Omission Technology/professional liability insurance and data protection liability insurance covering liabilities for financial loss resulting	Not less than $15,000,000 each occurrence.

Attachment D – Insurance Requirements

| or arising from acts, errors, or omissions, in rendering services provided under this agreement as well as all Vendor costs and fees, including damages it is obligated to pay Client or any third party, which are associated with damaged, lost or corrupted data. This may be met through a standalone policy or included as a component in a Commercial General Liability Policy. | |

II.   Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

III.   Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.   General Liability and Automobile Liability Coverages

   a.   The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

   b.   Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of Contractor's insurance and shall not contribute with it.

   c.   Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.

   d.   Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e.   Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.

2.   Workers' Compensation and Employers Liability

Attachment D – Insurance Requirements

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.

3. All coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

IV. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

V. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

> City of San José – Finance Department
> Risk & Insurance
> 200 East Santa Clara St., 14th Floor
> San Jose, CA 95113-1905

VI. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Attachment D – Insurance Requirements

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FORM 1 - PROPOSAL CERTIFICATION FORM

Proposing Firm Name:	
Address:	
Telephone:	
Facsimile:	
E-mail:	
Contact Person and Title:	

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation, or other Proposer in regard to the amount, terms, or conditions of this proposal.

2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.

3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.

4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.

5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

6. Please check the appropriate box below:

   ☐ If the proposal is submitted by an <u>individual</u>, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

   ☐ If the proposal is submitted by a <u>partnership</u>, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

   ☐ If the proposal is submitted by a <u>corporation</u>, it shall be signed in the corporate name by an authorized officer or officers.

   ☐ If the proposal is submitted by a <u>limited liability company</u>, it shall be signed in the corporate name by an authorized officer or officers.

Form 1 – Proposal Certification Form

☐ If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

All Proposers are expected to have read and understand the "Wage Theft Prevention Policy" adopted on May 24, 2016. A complete copy of Resolution No. 77755 can be found at: https://www.sanjoseca.gov/DocumentCenter/View/62047.

Any Proposer who has been found by a final court judgment or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws on more than one occasion or has one unpaid wage judgment in the past five years shall be disqualified. The City, at its sole discretion, may disqualify a bidder based on the one disclosed satisfied judgment consistent with the criteria set forth in the aforementioned resolution.

Proposer certifies that neither Proposer or its principals have been found by a final court judgement or final administrative action of an investigatory agency to have violated federal, state, or local wage and hour laws within the past five years from the date of the submitted bid. If Proposer or its principals are unable to certify, bidder, for each disclosed wage and hour violation, shall provide a copy of the court order or judgment and whether the court order or judgment is satisfied including appropriate documentation demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of Bidder's efforts to date to satisfy the order/judgment.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Signature (sign name):	
Authorized Representative Name (print name):	
Authorized Representative Title (print title):	
Complete additional signatures below as required per # 6 above	
Authorized Representative Signature (sign name):	
Authorized Representative Name (print name):	
Authorized Representative Title (print title):	
Authorized Representative Signature (sign name):	
Authorized Representative Name (print name):	
Authorized Representative Title (print title):	

Form 1 – Proposal Certification Form

FORM 2 - REQUEST FOR LOCAL AND SMALL BUSINESS ENTERPRISE PREFERENCE

Chapter 4.12 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San José Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE, you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the bid or quote. For example, a non-local vendor submits a quote of $200 per item and a LBE submits a quote of $204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately $5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as $199.

In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an **additional** 5% to 10% **points** in the **scoring** of their proposal.

The following determinations have been made with respect to this procurement: (for official use only)

Type of Procurement	☐ Bid	☐ Request for Quote	☒ Request for Proposal
Type of Preference	☐ Price is Determinative		☒ Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of **Cost** SBE preference = 2.5% of **Cost**		LBE preference = 5% of **Points** SBE preference = 5% of **Points**

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

Business Name	
Business Address	
Telephone No.	

Type of Business	☐ Corporation	☐ LLC	☐ LLP
	☐ General Partnership	☐ Sole Proprietorship	☐ Other (explain)

*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE
In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number:

Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:

**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE
In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business -- NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*):   ☐ Local Business Enterprise   ☐ Small Business Enterprise
I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____ , California
Date: _____
Signature _____
Print name

Form 2 – Request for Local and Small Business Preference

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
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FORM 3 – EXEMPLAR AGREEMENT ACKNOWLEDGEMENT

Proposer Company Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Representative Signature: _____

Date Signed: _____

Please check the appropriate box below:

☐   We take **NO EXCEPTIONS** to Attachment C – Exemplar Agreement (City's Standard Terms and Conditions).

      or

☐   We take exception(s) to Attachment C – Exemplar Agreement (City's Standard Terms and conditions) as outlined below. *Note: Any exceptions to the City's Standard Terms and Conditions may result in immediate disqualification of your Proposal without further review.*

Form 3 – Exemplar Agreement Acknowledgement Form

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
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FORM 4 – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT FORM

Proposer Company Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Representative Signature: _____

Date Signed: _____

Please check the appropriate box below:

☐   We agree to provide the City with proof of insurance in accordance with Attachment D – Insurance Requirements prior to contract execution in the event we are awarded a contract as a result of this RFP.

            or

☐   We take exception(s) to Attachment D – Insurance Requirements. *Note: Any exceptions may result in immediate disqualification of your Proposal without further review*.

Form 4 – Insurance Requirements Acknowledgement Form

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
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FORM 5 - CUSTOMER REFERENCE FORM (PACKAGE-SPECIFIC)

Name of Proposer:	

Please submit **three (3)** different customer references (per package) using this form. Proposers should copy this form as required to meet the reference submission requirements (one form per customer). References should demonstrate a combined total of at least three (3) years' experience providing services the same or similar to those specified in the package for which you are submitting them for consideration. The provided customer contact should have been in a leadership role in the project at the functional and/or technical levels. References should be recent, i.e. for work performed within the last five (5) years. You may use the same reference for more than one package if appropriate and applicable, but you do not use a reference more than once within the same package. If you are using the same reference for more than one package, you must still provide the complete Customer Reference Form for that customer for each package

Note: References will initially be evaluated based solely on the information provided in this form and will be scored as part of the "Experience and Qualifications" evaluation criteria. Responses should be detailed and are not limited in size. Use additional pages if necessary to provide a complete and detailed response.

SECTION I: CUSTOMER INFORMATION

Company/Organization Name:	
Customer Address:	
Contact Name and Title:	
Contact Phone Number:	
Contact Email Address:	

SECTION II: PROJECT/CONTRACT DETAILS

Value of Contract:	
Term of Contract:	
Date Service Began:	
Date Service Ended: (if applicable)	
If contract was terminated, please indicate the circumstances.	

Form 5 – Customer Reference Form

Did the project(s) stay on schedule? If not, what was the nature and cause of the delay(s)?	
Did the contract stay on budget? Were change orders required? If so, how many? Please explain.	
Was training provided? If yes, please describe the length, type, and format.	
Did you provide any software tools to the customer? If so, what?	
List all subcontractors, if any, who participated in the project(s), including the extent of their participation.	
Please provide a detailed description of all service provided, including any hardware or software that may have been involved.	

Form 5 – Customer Reference Form

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
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FORM 6A – PROPOSER QUESTIONNAIRE FOR PACKAGE A
INFORMATION SYSTEMS SECURITY ASSESSMENTS

Provide responses to the following questions and include with your Technical Proposal response if you are responding to **Package A: Information Systems Security Assessments**.

1. What Security Assessment Methodology do you use? Describe the key aspects of the process.

2. How extensive is the Penetration Testing service you are offering? Please describe in detail.

3. Does the Penetration Testing include social engineering? Spear phishing attacks? Please describe the types of tests you utilize for these scenarios.

4. What definition of risk do you use? How does your Security Assessment Methodology generate risk ratings? Is your methodology qualitative, quantitative, or hybrid?

5. Does your service employ a method, technique, or tool to measure control effectiveness? Please describe.

6. What types of reports are provided with your service? Please provide examples of high-level reports.

7. How does your service/approach ensure zero disruption while conducting tests and gathering data?

Form 6A – Proposer Questionnaire for Package A: Information Systems Security Assessments

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
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FORM 6B – PROPOSER QUESTIONNAIRE FOR PACKAGE B
VIRTUAL SECURITY OPERATIONS CENTER SERVICES & TOOLS

Provide responses to the following questions and include with your Technical Proposal response if you are responding to **Package B: Virtual Security Operations Center Services & Tools**.

1. Does your vulnerability management process include identification of assets that are in need of patching? How does your vulnerability management process interact with the team performing patching? Please describe.

2. Please describe how you remove false positives.

3. At what point in the process do you invoke a contingency plan?

4. Describe your incident severity levels and who gets notified at each level?

5. At what point in the incident response process are the forensic, legal, and communications teams involved?

6. How do you build a knowledge base with lessons learned from prior investigations and/or incidents?

7. What types of reports are provided with this service? Please provide examples of high-level reports/dashboards.

8. What software tools do you offer (either directly or as a resale) to support these services? List and describe the purpose of each.

Form 6B – Proposer Questionnaire for Package B: Virtual Security Operations Center Services & Tools

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FORM 6C – PROPOSER QUESTIONNAIRE FOR PACKAGE C
CYBERSECURITY END USER TRAINING AND TESTING

Provide responses to the following questions and include with your Technical Proposal response if you are responding to **Package C: Cybersecurity End User Training and Testing**.

1. How often are the training materials updated?

2. How is the effectiveness of your training measured?

3. How do you plan to obtain the data from the City's learning management system for compliance and other types of reporting?

4. How do you conduct a spear phishing attack campaign for training and testing purposes that is harmless and non-disruptive?

5. How do you conduct social engineering attacks for training and testing purposes that are harmless and non-disruptive?

6. How do you provide on-the-fly remedial training for those who fall victim to a simulated attack?

7. What types of reports are provided with this service? Please provide examples of high-level reports.

8. What software tools do you offer (either directly or as a resale) to support these services? List and describe the purpose of each.

Form 6C – Proposer Questionnaire for Package C: Cybersecurity End User Training and Testing

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
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FORM 6D – PROPOSER QUESTIONNAIRE FOR PACKAGE D
INCIDENT RESPONSE – LEGAL, MEDIA, AND CYBER FORENSIC GUIDANCE SERVICES & TOOLS

Provide responses to the following questions and include with your Technical Proposal response if you are responding to **Package D: Incident Response – Legal, Media, and Cyber Forensic Guidance Services & Tools**.

1. What are the typical items you would look for in terms of forensic evidence during or after an incident has occurred?

2. At what point during an incident would you involve the Legal Team?

3. How do you manage communications with the media during an incident?

4. What are the critical elements that would be considered before invoking this Incident Response service?

5. What activities do you perform to prepare the organization (your customer) to endure a large scale incident?

6. What software tools do you offer (either directly or as a resale) to support these services? List and describe the purpose of each.

Form 6D – Proposer Questionnaire for Package D: Incident Response – Legal, Media, and Cyber Forensic Guidance Services & Tools

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FORM 6E – PROPOSER QUESTIONNAIRE FOR PACKAGE E
FIREWALL MANAGEMENT SERVICES & TOOLS

Provide responses to the following questions and include with your Technical Proposal response if you are responding to **Package E: Firewall Management Services & Tools**.

1. Can your company provide expertise in Check Point Software Technologies? Do any of your staff member who may be assigned to provide this work have any Check Point certifications? If yes, who and which?

2. Do the services you provide leverage the Security Policy Management capabilities of Check Point's SmartConsole?

3. How do your services ensure zero disruptions while providing optimal flexibility through changes in the firewall?

4. What other firewall software (besides Check Point) do you (your staff) have expertise with? Please list all and any applicable certifications.

5. What would your typical firewall migration plan look like?

6. What other software tools do you offer (either directly or as a resale) to support these services? List and describe the purpose of each.

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
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FORM 6F – PROPOSER QUESTIONNAIRE FOR PACKAGE F
ADVANCED THREAT PROTECTION SERVICES & TOOLS

Provide responses to the following questions and include with your Technical Proposal response if you are responding to **Package F: Advanced Threat Protection Services & Tools**.

1. How does your solution differ from statistical based algorithms and leverage more advanced AI pattern-based security?

2. How does your solution addresses unknown or zero-day threats?

3. How does your solution protect systems that are offline and/or without Internet connection?

4. How does your solution minimize false positives without excessive fine-tuning?

5. What evidence do you have that reflects how your product prevents at least 98% of malware threats?

6. What other software tools do you offer (either directly or as a resale) to support these services? List and describe the purpose of each.

Form 6F – Proposer Questionnaire for Package F: Advanced Threat Protection Services & Tools

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
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FORM 6G – PROPOSER QUESTIONNAIRE FOR PACKAGE G
SUPPLEMENTAL ADVANCED CYBERSECURITY SERVICES

Provide responses to the following questions and include with your Technical Proposal response if you are responding to **Package G: Supplemental Advanced Cybersecurity Services**.

1. Does your company provide security services not listed in the other Packages (i.e., Packages A – E)? If so, please provide a high level description of any additional security services your company can provide that are not already included in this RFP?

2. Does your company allow for engagements that may require less than full time equivalent hours?

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
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Package A - Information Systems Security Assessment Services - Cost Proposal Form

Respondent Company Name: _____   Date: _____

PACKAGE A: INFORMATION SYSTEMS SECURITY ASSESSMENT SERVICES

Line #	% of Cost Points (rounded)	Task (Attachment B - Section 5)	Assessment Sizing	Unit of Measure	Cost per Unit	Additional Information
A1	14%	**Compromise Assessment** – Analyzes the current network infrastructure looking for a compromised device, system, or evidence that sensitive data has been exfiltrated.	**Small -** Network of <50 devices and <1,000 users	1 Assessment		
			Medium - Network of <250 devices and <2,500 users	1 Assessment		
			Large - Network of < 500 servers and <7,000 users	1 Assessment		
A2	14%	**PCI Compliance Assessment** – Assessment of PCI systems against PCI 3.2.1 requirements.	**Small -** All PCI 3.2.1 requirements assessed for any system with <15 Points Of Sale	1 Assessment		
			Medium - All PCI 3.2.1 requirements assessed for any system with <50 Points Of Sale	1 Assessment		
			Large - All PCI 3.2.1 requirements assessed for any system with <100 Points Of Sale	1 Assessment		
A3	14%	**Privacy Compliance Assessment** – Assessment of systems that process Personally Identifiable Information (PII) against NIST standards.	**Small -** System of <50 devices and <1,000 users	1 Assessment		
			Medium - System of <250 devices and <2,500 users	1 Assessment		
			Large - System of < 500 servers and <7,000 users	1 Assessment		
A4	14%	**HIPAA Compliance Assessment** – Assessment of systems that process Protected Health Information (PHI).	**Small -** System of <50 devices and <1,000 users	1 Assessment		
			Medium - System of <250 devices and <2,500 users	1 Assessment		
			Large - System of < 500 servers and <7,000 users	1 Assessment		
A5	14%	**Industrial Control Systems Assessment** (ICS)– Assessment of ICS systems in accordance with NIST Special Publication 800-82 Rev2.	**Small -** <5 Programmable Logic Controllers	1 Assessment		
			Medium - <10 Programmable Logic Controllers	1 Assessment		
			Large - <20 Programmanble Logic Controllers	1 Assessment		
A6	14%	**Penetration Testing** - The City will execute white box, gray box, and black box testing. Vendor shall provide a comprehensive report of findings and recommended mitigation strategies.	**Black Box** - No data is provided for the test except coordination	1 Test		
			Gray Box - Some data is provided for the test such as Network Diagrams, OS versions, and Zones	1 Test		
			White Box - Full disclosure of firewall rules, network diagrams, zones, OS versions, IP ranges, and user list	1 Test		
A7	14%	**San José Security Policy and Standards Compliance Assessment** – Assess the City's infrastructure and/or applications against the CSJ information and System Security Policy as well as the Information Security Standards Handbook (To be provided to vendors by request). Standards are cutomized from NIST Special Publication 800-53 rev 4.	**City Network Infrastructure -** 4,000 PCs, 1,000 Mobile Devices, 400 Servers	1 Assessment		
			Secure Network Infrastructure - 200 PCs, 25 Servers	1 Assessment		
			Small Application- System of <50 devices and < 500	1 Assessment		
			Medium Application - System of <250 devices and <2,500 users	1 Assessment		
			Large Application - System of < 500 servers and <7,000 users	1 Assessment		
A8		**PACKAGE A TOTAL**			$0.00	

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
RFP 18-19-01
Package B - Virtual Security Operations Center - Cost Proposal Form

Respondent Company Name: _____   **Date:** _____

- If applicable, the City may require a 20% retainer, at its sole discretion, on any work/project pending final acceptance.
- Contracts are expected to have an initial term of two years with three 1-year options to extend.
- Prices shall be firm fixed as specified below for the initial 2-year term of the contract, after which price will be subject to renegotiation pursuant to the terms of the contract (see Attachment C, Exhibit B, Section 3.2).
- You must complete all line items on this cost form to be eligible for all cost points for this bid package. Partial responses will be eligible for partial points. % of Cost Points are noted per line item. For example, if responses are only provided for lines B1 and B2, you will only be eligible to receive up to 90% of the 15 cost points or a maximum of 13.5 cost points for this package.
- Cost weighting will be calculated by package in accordance with the Evaluation Criteria specified in Section 11.2 of the Main RFP Document.
- Any quantities specified herein are estimates and are subject to change at the City's sole discretion. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in unit pricing or rates.
- In the event of a calculation error on this Cost Proposal Form, non-calculated values shall prevail. The City will re-calculate corrected totals as required.
- Provide explanations or clarifications in the Additional Information column as required.

| 7 : PACKAGE B: VIRTUAL SECURITY OPERATIONS CENTER (VSOC) |

Line #	% of Cost Points	Task (Attachment B - Section 6)	Unit of Measure	Cost per Unit	Yearly Cost	Additional Information
B1	80%	**Virtual Security Operation Center -** Including all monitoring, discovery, alert, and related services specified in the Scope of Services and Requirements.	Month		$0.00	
B2	10%	**Optional Add:** Active Threat Hunting based on data collected from logs, anti-malware, intrusion detection/prevention systems, Active Directory, firewalls, scans, traffic, and other available sources in the environment.	Month		$0.00	

Line #	% of Cost Points	Task (Attachment B - Section 6)	Discount off of List Price[1]	Estimated Spend[2]	Yearly Cost	Additional Information
B3	10%	**Optional Add:** VSOC-related products		$100,000.00	$100,000.00	
B4		PACKAGE B TOTAL			**$100,000.00**	

[1] Specify the discount off of List Price you will provide the City in the event any products related to this package are procured through your organization. Note that you are also asked to list and describe your available software tools in the Proposer Questionnaire.

[2] Estimated spend provided for cost calculation purposes only and does not necessarily reflect what the actual cost of products may be.

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
RFP 18-19-01
Package C - Cybersecurity End User Training and Testing - Cost Proposal Form

Respondent Company Name: _____   **Date:** _____

INSTRUCTIONS

- If applicable, the City may require a 20% retainer, at its sole discretion, on any work/project pending final acceptance.
- Contracts are expected to have an initial term of two years with three 1-year options to extend.
- Prices shall be firm fixed as specified below for the initial 2-year term of the contract, after which price will be subject to renegotiation pursuant to the terms of the contract (see Attachment C, Exhibit B, Section 3.2).
- You must complete all line items on this cost form to be eligible for all cost points for this bid package. Partial responses will be eligible for partial points. % of Cost Points are noted per line item. For example, if responses are only provided for lines C1 and C2, you will only be eligible to receive up to 30% of the 15 cost points or a maximum of 4.5 cost points for this package.
- Cost weighting will be calculated by package in accordance with the Evaluation Criteria specified in Section 11.2 of the Main RFP Document.
- Any quantities specified herein are estimates and are subject to change at the City's sole discretion. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in unit pricing or rates.
- In the event of a calculation error on this Cost Proposal Form, non-calculated values shall prevail. The City will re-calculate corrected totals as required.
- Provide explanations or clarifications in the Additional Information column as required.

PACKAGE C: CYBERSECURITY END USER TRAINING AND TESTING						
Line #	% of Cost Points	Task (Attachment B - Section 7)	Estimated # of Units Per Year	Unit of Measure	Cost per Unit	Yearly Cost	Additional Information
C1	15%	**General Awareness Training** - All employee training in current relevant areas of Cybersecurity.	7,000	Employee		$0.00	
C2	15%	**Role-based Training -** Specialized training for managers, executives, and IT professionals.	1,000	Employee		$0.00	
C3	15%	**Spear Phishing Attack Program -** Program will be ongoing with remedial training for repeat offenders. Target each employee six times or more per year.	1	Program		$0.00	
C4	15%	**PCI-DSS Training -** Training in current relevant areas of PCI-DSS	1,000	Employee		$0.00	
C5	15%	**HIPAA Training -** Training in current relevant areas of HIPAA	1,000	Employee		$0.00	
C6	15%	**Handling Privacy Data -** Training in current relevant areas on how to handle Personally Identifiable Information	1,000	Employee		$0.00	
Line #	% of Cost Points	Task (Attachment B - Section 7)	Discount off of List Price[1]	Estimated Spend[2]	Yearly Cost	Additional Information	
C7	10%	**Optional Add:** Additional Cybersecurity Training/Testing tools		$25,000.00	$25,000.00		
C8		PACKAGE C TOTAL			$25,000.00		

[1] Specify the discount off of List Price you will provide the City in the event any products related to this package are procured through your organization. Note that you are also asked to list and describe your available software tools in the Proposer Questionnaire.

[2] Estimated spend provided for cost calculation purposes only and does not necessarily reflect what the actual cost of products may be.

City of San Jose
AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
RFP 18-19-01
Package D - Incident Response - Cost Proposal Form

Bid RFP 18-19-01

Respondent Company Name: _____   **Date:** _____

INSTRUCTIONS

- If applicable, the City may require a 20% retainer, at its sole discretion, on any work/project pending final acceptance.

- Contracts are expected to have an initial term of two years with three 1-year options to extend.

- Prices shall be firm fixed as specified below for the initial 2-year term of the contract, after which price will be subject to renegotiation pursuant to the terms of the contract (see Attachment C, Exhibit B, Section 3.2).

- You must complete all line items on this cost form to be eligible for all cost points for this bid package. Partial responses will be eligible for partial points. % of Cost Points are noted per line item. For example, if a response is only provided for line D1, you will only be eligible to receive up to 90% of the 15 cost points or a maximum of 13.5 cost points for this package.

- Cost weighting will be calculated by package in accordance with the Evaluation Criteria specified in Section 11.2 of the Main RFP Document.

- Any quantities specified herein are estimates and are subject to change at the City's sole discretion. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in unit pricing or rates.

- The City may elect to request a fixed price quote based on a specified scope of work for any services priced based on hourly rates.

- In the event of a calculation error on this Cost Proposal Form, non-calculated values shall prevail. The City will re-calculate corrected totals as required.

- Provide explanations or clarifications in the Additional Information column as required.

Line #	% of Cost Points	Task (Attachment B - Section 8)	Estimated # of Units Per Year	Unit of Measure	Cost per Unit	Yearly Cost	Additional Information
**PACKAGE D: INCIDENT RESPONSE - LEGAL, MEDIA, AND CYBER FORENSIC GUIDANCE SERVICES & TOOLS**
D1	90%	**Incident Response Services -** In the event of a breach, the contractor will be invoqued and start the use of those hours. A portion of the hours may be used inititally to prime the team(s) and ensure roles and responsibilities are clear.	200	Hour		$0.00	

Line #	% of Cost Points	Task (Attachment B - Section 8)	Discount off of List Price[1]	Estimated Spend[2]	Yearly Cost	Additional Information
D2	10%	**Optional Add:** Incidence Response-related Tools		$50,000.00	$50,000.00	
D3		**PACKAGE D TOTAL**			

[1] Specify the discount off of List Price you will provide the City in the event any products related to this package are procured through your organization. Note that you are also asked to list and describe your available software tools in the Proposer Questionnaire.

[2] Estimated spend provided for cost calculation purposes only and does not necessarily reflect what the actual cost of products may be.

City of San Jose
AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
RFP 18-19-01
Package E - Firewall Management Services and Tools - Cost Proposal Form

Respondent Company Name: _____   **Date:** _____

INSTRUCTIONS

- If applicable, the City may require a 20% retainer, at its sole discretion, on any work/project pending final acceptance.
- Contracts are expected to have an initial term of two years with three 1-year options to extend.
- Prices shall be firm fixed as specified below for the initial 2-year term of the contract, after which price will be subject to renegotiation pursuant to the terms of the contract (see Attachment C, Exhibit B, Section 3.2).
- You must complete all line items on this cost form to be eligible for all cost points for this bid package. Partial responses will be eligible for partial points. % of Cost Points are noted per line item. For example, if a response is only provided for line E1, you will only be eligible to receive up to 90% of the 15 cost points or a maximum of 13.5 cost points for this package.
- Cost weighting will be calculated by package in accordance with the Evaluation Criteria specified in Section 11.2 of the Main RFP Document.
- Any quantities specified herein are estimates and are subject to change at the City's sole discretion. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in unit pricing or rates.
- The City may elect to request a fixed price quote based on a specified scope of work for any services priced based on hourly rates.
- In the event of a calculation error on this Cost Proposal Form, non-calculated values shall prevail. The City will re-calculate corrected totals as required.
- Provide explanations or clarifications in the Additional Information column as required.

		PACKAGE E: FIREWALL MANAGEMENT SERVICES AND TOOLS					
Line #	**% of Cost Points**	**Task (Attachment B - Section 9)**	**Estimated # of Units Per Year**	**Unit of Measure**	**Cost per Unit**	**Yearly Cost**	**Additional Information**
E1	90%	**Firewall Management Services -** Management of firewall expertise currently Check Point. If a different technology is proposed, use line item E2 to list proposed hardware/software as well as migration costs.	2,000	Hour		$0.00	

Line #	**% of Cost Points**	**Task (Attachment B - Section 9)**	**Discount off of List Price[1]**	**Estimated Spend[2]**	**Yearly Cost**	**Additional Information**
E2	10%	**Optional Add:** Firewall Management-related tools.		$100,000.00	$100,000.00	
E3		**PACKAGE E TOTAL**			**$100,000.00**	

[1] Specify the discount off of List Price you will provide the City in the event any products related to this package are procured through your organization. Note that you are also asked to list and describe your available software tools in the Proposer Questionnaire.

[2] Estimated spend provided for cost calculation purposes only and does not necessarily reflect what the actual cost of products may be.

City of San Jose
AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
RFP 18-19-01
Package F - Advanced Threat Protection Services and Tools - Cost Proposal Form

Bid RFP 18-19-01

Respondent Company Name: _____   **Date:** _____

Line #	% of Cost Points	Task (Attachment B - Section 9)	Estimated # of Units Per Year	Unit of Measure	Cost per Unit	Yearly Cost	Additional Information
		PACKAGE F: ADVANCED THREAT PROTECTION SERVICES AND TOOLS					
F1[3]	80%	**Network-Base Threat Protection** - AI-based solution sized for an enterprise with the characteristics described in Attachment B, Section 2. City expects the solution to be used in multiple domains.	1	Project		$0.00	
F2[3]		**End Point-Based Threat Protection** - AI-based solution sized for 7,000 end points. City expects the solution to be used in multiple domains.	7000	End Point		$0.00	
F3	10%	**Training/Certification of City Staff** - Training for Cybersecurity Staff of 5 in implementing/using/managing the proposed solution.	1	Project		$0.00	

Line #	% of Cost Points	Task (Attachment B - Section 9)	Discount off of List Price[1]	Estimated Spend[2]	Yearly Cost	Additional Information
F4	10%	**Optional Add:** Advanced Threat Protection-related products		$350,000.00	$350,000.00	
F5		**PACKAGE F TOTAL**			**$350,000.00**	

[1] Specify the discount off of List Price you will provide the City in the event any products related to this package are procured through your organization. Note that you are also asked to list and describe your available software tools in the Proposer Questionnaire.

[2] Estimated spend provided for cost calculation purposes only and does not necessarily reflect what the actual cost of products may be.

[3] Only 1 response to either F1 or F2 is required to be eligible for the 80% of cost points. If responses are provided to both, the City will utilize the lowest priced line item of the two in its cost calculations.

AS-NEEDED CYBERSECURITY PRODUCTS & SERVICES
RFP 18-19-01
Package G - Supplemental Advanced Cybersecurity Services - Cost Proposal Form

Respondent Company Name: _____   Date: _____

- If applicable, the City may require a 20% retainer, at its sole discretion, on any work/project pending final acceptance.
- Contracts are expected to have an initial term of two years with three 1-year options to extend.
- Prices shall be firm fixed as specified below for the initial 2-year term of the contract, after which price will be subject to renegotiation pursuant to the terms of the contract (see Attachment C, Exhibit B, Section 3.2).
- You must complete all line items on this cost form to be eligible for all cost points for this bid package. Partial responses will be eligible for partial points. % of Cost Points are noted per line item. For example, if responses are only provided for lines G1 and G2, you will only be eligible to receive up to 34% of the 15 cost points or a maximum of 5 cost points for this package. Note that points and percentages are rounded only to facilitate and simplify explanation.
- Cost weighting will be calculated by package in accordance with the Evaluation Criteria specified in Section 11.2 of the Main RFP Document.
- Any quantities specified herein are estimates and are subject to change at the City's sole discretion. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in unit pricing or rates.
- The City may elect to request a fixed price quote based on a specified scope of work for any services priced based on hourly rates.
- In the event of a calculation error on this Cost Proposal Form, non-calculated values shall prevail. The City will re-calculate corrected totals as required.
- Provide explanations or clarifications in the Additional Information column as required.

Line #	% of Cost Points (rounded)	Task (Attachment B - Section 11)	Estimated # of Units Per Year	Unit of Measure	Cost per Unit	Yearly Cost	Additional Information
		PACKAGE G: SUPPLEMENTAL ADVANCED CYBERSECURITY SERVICES					
G1	17%	**IT Security Project Manager**	1,000	Hour		$0.00	
G2	17%	**IT Senior Security Engineer**	2,000	Hour		$0.00	
G3	17%	**IT Senior Security Manager**	2,000	Hour		$0.00	
G4	17%	**IT Senior Security Analyst**	2,000	Hour		$0.00	
G5	17%	**IT Mid-Level Security Analyst**	2,000	Hour		$0.00	
G6	17%	**IT Junior Security Analyst**	2,000	Hour		$0.00	
G7		**PACKAGE G TOTAL**				**$0.00**	

Question and Answers for Bid #RFP 18-19-01 - As-Needed Cybersecurity Products & Services

Overall Bid Questions
There are no questions associated with this bid.