A Tradition of Stewardship
A Commitment to Service

Request for Proposal

Managed Security Service Provider

RFP Number: ITS042001

Release Date: April 27, 2020
Due Date: May 22, 2020
Revised Due Date: June 12, 2020, See Addendum No. 1, May 13, 2020

For information: Greg Bown
CISO
650 Imperial Way, Suite 201
Napa, CA 94559
Greg.Bown@countyofnapa.org

A. Purpose

The County of Napa provides services to the 135,000 citizens of Napa County with its 1,400 employees across 22 departments. Some of those departments in the organization are 24/7, like the Sheriff and Corrections. A number of the departments process payments from the public (Treasurer/Tax Collector and Planning, for example). Other departments, like Health & Human Services, handle highly sensitive data that falls under HIPAA compliance.

Most of the County's application infrastructure is on site, but like most organizations, there are a number of critical hosted applications. There are also initiatives in place to potentially migrate some additional functionality to hosted providers.

The purpose of this request for proposal (RFP) is to acquire managed security service provider (MSSP) (or a Security Operations Center As A Service, or SOC-as-a-Service) to complement the current County resources, aid the County in protecting its digital assets, digesting log information to enhance analysis & reporting, and alert technical stakeholders to potential intrusion attempts.

Detailed functional requirements are defined in the attached MSSP RFP questionnaire.

B. Term of Contract and Scope of Work

Term of contract is anticipated to be three (3) years. See Attachment A for full scope of work.

C. Schedule of Events*

April 27, 2020	**Request for Proposal released.**
May 4, 2020	**Questions Due by 5:00 pm pst**
May 11, 2020	**Responses to questions will be published**
May 22, 2020	**Proposals due by 5:00 pm pst**
June 1, 2020 – June 19, 2020	**County review period & Negotiations.**
July 3, 2020	**Intent to Award Notifications sent out.**
July 17, 2020	**Contract approval and contract start date.**

*These dates may be changed at the discretion of Napa County. Changes to the due date for questions or due date for proposal submittal will be made by written addendum.

D. Submission Process

Respondents shall submit in a sealed envelope one (1) signed original RFP and three (3) copies to:

Greg Bown
CISO, ITS Department
650 Imperial Way, Suite 201
Napa, CA 94559

Sealed envelope containing original signed RFP and copies should be marked as follows: "MSSP RFP, Number ITS042001

Proposals received by ITS after May 22nd, 2020, at 5:00 p.m. will not be considered under any circumstances and will be returned to the sender.

Proposals may be delivered in person, U.S. Mail, or Common Currier. No electronic or facsimile copies will be accepted. It is the responsibility of the submitting party to insure timely delivery.

It is recommended that Proposals be submitted on paper that contains at least 30% recycled content and printed on both sides (duplex).

Proposals must be submitted following the format provided in this RFP. RFPs not submitted in the manner prescribed herein will not be considered.

E. General Conditions

By submitting a Proposal, the Respondent represents and warrants that:

(a)The information provided is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a sham proposal, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage; and

(b)The Respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of the County.

This solicitation and related information can be found at www.countyofnapa.org/procurement. Napa County does not guarantee the accuracy of information posted on or obtained from third party organizations.

All Proposals become the property of the County. The County reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the Respondent unless they are not submitted in a timely manner.

Proposals will become a public record and available for release to the public upon selection of a successful Respondent and an Intent to Award Notification is distributed. Respondents shall specify in their cover letter if they desire that any portion of their Proposal be treated as proprietary and not releasable as public information. If Respondent chooses to claim any information as proprietary, it must specify those sections in the cover letter and provide any legal justification for treatment as such. However, respondents should be aware that all such requests may be subject to legal review and challenge. In such event, each Respondent shall be responsible for the legal defense against the release of their Proposal as public information.

The County reserves the right to award an agreement without further competition based on the responses received to this RFP.

The County reserves the right to request additional information not included in this RFP from any or all Respondents after proposal due date.

The County reserves the right to contact references not provided in the submittals.

The County reserves the right to incorporate its standard language into any contract resulting from this solicitation. The County's contract template is attached for reference. Templates are attached for reference only and do not need to be signed or returned with proposal.

The County reserves the right to reject any and all Proposals or any part of a Proposal if it is determined it is not in the best interest of the County

The County reserves the right to reject the proposal of any submitter who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the Proposal of a respondent who is not in a position to perform such a contract satisfactorily. The County may reject the Proposal of any respondent who is in default of the payment of taxes, or other monies due to Napa County.
An individual who is authorized to bind the proposing agency contractually shall sign the Proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned Proposal shall be rejected.

F. Security and Privacy.
Any persons entering a Napa County building may be required to complete a privacy declaration form.

H. Modification or Withdrawal
Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. An individual who is authorized to bind the submitting agency contractually shall sign the modification, amendment, addition, or alteration. The signature must indicate the title or position that the individual holds in the firm. An unsigned modification amendment, addition, or alteration shall be rejected.
NO AMENDMENTS, ADDITIONS OR ALTERATIONS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED AS THE SUBMISSION DEADLINE UNLESS REQUESTED BY THE COUNTY.

At any time prior to the specified time and date set for the Proposal due date, a designated representative of the responding agency may withdraw the submission provided that such person provides acceptable proof of his or her identity and such person signs a receipt. No submissions may be withdrawn or returned after the date and time set for final submission.

I. Information Resource
Question about this RFP shall be submitted via email and be referred to:

Greg Bown
Greg.Bown@countyofnapa.org

Questions will not be answered that would tend to constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential respondent. Except for the above named, potential respondents should not contact Napa County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the Proposal.

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

J. Organization of Proposal

Proposals shall contain the following information and shall be organized in the same order as provided herein. Each of these section headers shall be listed in submitted proposal with pertinent information provided under the specific header:

Interested firms should review Attachment A (Scope of Work) and SUPPLEMENTAL SECTION B – Vendor Questionnaire for consideration of response.

1. Cover Page. Cover page shall state Title and RFP number ITS042001 and date of submission; and name and signature of the person who is authorized to make decisions and represent the submitting firm with respect to this RFP.

2. Company Information. This section shall state:

a. The legal name of the company which can enter into a contract with the County and any alternate names for which the company is known (D.B.A.);
b. Mailing, and physical address(es);
c. Remit-to billing address;
d. Phone, fax, and website (if applicable);
e. Organization type;
f. Federal I.D. number
g. List of owners;
h. List of corporate officers with titles (if applicable); and
i. Name (first and last), title, mailing address, phone number, fax and email of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP

3. Company History, Experience, and Qualifications. This section shall consist of the information requested in **Attachment B, Sections 1-13** to allow for review of company history, experience, and qualifications other than proposed pricing. Each question/information request should be copied into proposal with answers following each request.

4. Pricing Information/Structure. This section shall communicate your proposed price for required services. **See Section 14 of Attachment B**; each question/information request should be copied into proposal with answers following each request

5. References. Provide 3 references (company, contact, phone number, date(s) and description of service(s) provided). References should be entities for which similar work has been completed.

6. Disclosures. A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The County of Napa reserves the right to reject any proposal based upon the Proposer's prior history with the County of Napa or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures.

If there are no disclosures to report, this section must still be included in submittal with an indication that there are no reportable disclosures.

7. Insurance Requirement. This section shall contain a written statement indicating proposer's willingness and ability to meet all of the County's insurance requirements as indicated in Attachment E, Section 7.

Respondents who are unable to meet all of the County's insurance requirements may submit with their proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the services detailed above. Any alternative insurance coverage request is subject to review and approval by County Counsel and the County's Risk Management Officer.

Failure to meet the County's insurance requirements (as determined by County Counsel and County Risk Management) may be sufficient reason for disqualification from the selection process.

8. RFP Addenda, if any. Any and all addenda shall include an acknowledgment of receipt that must be returned. The acknowledgement form must be signed and attached to the final response. Failure to attach any acknowledgement form may result in the rejection of the final response (See section L).

All information provided as a response to this RFP should be in the context of the information requested in the RFP. Please do not submit additional flyers, brochures, marketing material, etc.

K. Evaluation Process.
An evaluation team will rank the proposals received in accordance with the terms of this RFP in the following manner:

Fulfillment of Requirements– **50 points**

Additional Relevant Functionality**- 20 points**

Pricing / Rate Proposal – **30 points**

L. Award
The County intends to award a contract to the firm who distinguish themselves as capable of the type and breadth of services provided for in Attachment A as evident in submitted Proposal. Selection and determination of qualifications is at the sole discretion of the County.

The County will attempt to negotiate a contract with the firm submitting the top ranked Proposal. If no contract can be successfully negotiated with the top ranked respondents, then the County may, at its election enter into negotiations with the next highest ranked respondent; and move down the list of respondents in order of scoring until a contract can be negotiated.

Upon selection of qualified respondent, completion of successful negotiations, and distribution of the "Intent to Award Notification" has taken place, the contract will be presented to the appropriate authority level for authorization.

The County reserves the right to decline awarding a contract to any of the Respondents.

M. Protests or Objections

1. Filing of Protest

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protests must be filed in writing with:

County of Napa
Purchasing Agent
1195 Third Street, Room 310
Napa, CA 94559

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

(a) The date and action taken resulting in a protest, and

(b) Identification of the material issue, including a detailed explanation of the basis for the protest, and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

2. Resolution Process

(a) Informal Resolution. Upon receipt of protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues.

(b) Response to Protest/Appeal. If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued.

(c) The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

3. Appeal to the Board of Supervisors

(a) In the event the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.

(b) The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his behalf, and to present oral and written documents and evidence on the issue.

(c) After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

Stay of Procurement Action During a Protest

In the event of a timely protest under this section, the County shall not proceed further with the solicitation or the award of the contract or purchase order until the protest is resolved, unless the Purchasing Agent, in consultation with the head of the using department and County Counsel, makes a written determination that the award of the purchase order or contract without further delay is necessary to protect a substantial interest of the County.

N. RFP Addenda.
Any changes to the RFP requirements and answers to questions submitted pursuant to the provisions of this RFP will be made by addendum. All addenda shall include an acknowledgment of receipt that must be returned. The acknowledgement form must be signed and attached to the final response. Failure to attach any acknowledgement form may result in the rejection of the final response. Addenda will be provided to all known interested firms and posted on the County website.

O. Local Vendor Preference.
Napa County has a local vendor preference which covers the acquisition of requested services. Local vendors will be awarded contracts for services where qualifications are determined by the reviewing panel to be otherwise equal; unless such preference is not allowable by law. For this matter, a local vendor is a vendor who has a billing address located within Napa County. Where appropriate, out of county vendors are encouraged to subcontract with qualified local vendors.

P. Attachments.
A. Project Description and Scope of Work
B. Supplemental Vendor Questionnaire
C. Professional Services Agreement (PSA) Example

ATTACHMENT A

PROJECT DESCRIPTION and SCOPE OF SERVICES

County of Napa Environment
The County of Napa's current network infrastructure is comprised of the following (all counts approximate):
Servers (physical and virtual): 200
Switches: 113
Routers: 43
Wireless: 12
Firewalls: 18
Endpoints (Workstations, managed & unmanaged): 1800
Mobile Devices: 300
Office365 Licensed Users: 1825

County of Napa Requirements

Real-Time Perimeter Monitoring
The County seeks a service provider who can add value to security information and log management by assessing real-time data (REAL-TIME PERIMETER MONITORING TIER) and optionally, stored logs (LOG COLLECTION AND ANALYSIS TIER) to add context to incident identification and response. Each service tier shall be quoted.
In addition to the requirements set forth below, County of Napa requires the MSSP to designate an account manager for the entire duration of the contract. The MSSP account manager will participate in quarterly status meetings, provide the County with SLA and other reports and escalate any issues according to defined escalation procedures, etc. County of Napa requires MSSP to have a Security Operations Center(s) (SOC) that operates 24 hours a day, 7 days per week. The SOC engineers shall be reachable by telephone and e-mail. The MSSP shall provide authorized County of Napa administration access to a web based SOC portal in order to obtain on-demand, real time views of its monitored devices.

Incident Response And Management
The MSSP shall record all incidents in an issue tracking system, and make such system available to appropriate County personnel. Individual contacts should be able to obtain real time and historical performance data for all monitored devices. They are also the primary contacts for the Managed Security Service Provider (MSSP) in case of security incidents, monitored device outages or scheduled maintenance notifications.

Log Collection And Analysis
Provide real-time monitoring, event correlation, and analysis. Provide security log aggregation, collection, retention, archival and analysis of such for compliance reporting and vulnerability/exploit remediation recommendations. Regular inspection of collected log data is required with special attention given to identifying evidence of privilege escalation and unauthorized creation of accounts.
Log collection requirements shall include the acquisition of all log data and the retention of that data for 18 months, even after review and reporting, to meet the County's auditing and compliance needs.

Reporting
The MSSP shall provide on-demand and ad-hoc reporting abilities to view the collected data and provide analysis and suggest classification in a context relevant to compliance with NIST standards.
The MSSP should also be able to provide a streamlined process for generating reports in anticipation for risk assessments and audits to ensure HIPAA compliance.

Cloud Service Monitoring
The MSSP shall monitor the County's cloud resources and user behavior to ensure compliance with security policies. This includes monitoring user and administrator access, behavior, and API access.

Custom Security Rules
The MSSP shall allow for the creation of custom, user-defined security rules based on the specific information security policies of the County. These rules should be easily accessible for creation, viewing, modification, and maintenance.

Point Of Contact
Because of the nature of a MSSP, the County will require a specific account manager with extensive knowledge of the County's configuration and set up to facilitate analysis of events & log data, troubleshoot, and support the County resources with the implementation of the product. Furthermore, the MSSP contact must be able to provide actionable remediation recommendations to the County based on the specific regulatory needs of the organization.

Functional Requirements Questionnaire
County of Napa has documented the primary data sources and other interface points that are relevant to the MSSP data integration requirements. This data will be provided upon request. The attached MSSP RFP questionnaire will be used to determine your technical score. Vendors' responses shall be validated during the proof-of-concept activities.

Public Agency Participation
Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation (hereinafter referred to as Public Agency) shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

ATTACHMENT C

NAPA COUNTY AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

***Include copy of contract – make mods to template that are appropriate. (e.g. Delete language pertaining to prevailing wage).**