



City of O'Fallon
Managed Cyber Security Services
Request for Proposals #22-064

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 22-064

MANAGED CYBER SECURITY SERVICES

June 10, 2022

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Work/Services

Proposal Form

Affidavits (Worker Eligibility, Anti-Collusion)

CITY OF O’FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

PURPOSE

The purpose of this Request for Proposal (RFP) is to invite qualified, prospective vendors to submit a proposal to provide managed cyber-security services. The city is seeking a five-year agreement.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O’Fallon (City) to satisfy the needs as outlined in the scope of work.

BACKGROUND:

The city recognizes the importance of having a proper cyber security posture. The city needs to unify three key layers into one service offering with a single vendor. These three key areas include, but not limited to, on-going security assessments, 24x7 monitoring of the City’s network, and 24x7 advanced endpoint monitoring.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	June 10, 2022
Deadline for submission of questions:	June 22, 2022 at 12:00 P.M. CST
Proposal submission deadline:	June 30, 2022 at 12:00 P.M. CST

PROPOSAL SUBMISSION

Sealed proposals must be received by the City of O’Fallon, Missouri; Purchasing Office, 100 North Main Street; O’Fallon, Missouri 63366 prior to June 30, 2022 at 12:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such) and one electronic copy on flash/thumb drive of the complete proposal. The file submitted on flash/thumb drive must include all attachments and signatures, where applicable.

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals will be opened and evaluated in private by City staff. A public opening will not be held.

To make delivery of proposals for this project, the delivery vendor or bidder may hand deliver the proposal during City Hall hours of Monday – Friday 8:30 am – 4:30 pm. Mailed proposals are accepted with regular mail service each day.

Proposals must be clearly identified as a proposal for the City of O’Fallon, Missouri “**RFP # 22-064 Managed Cyber Security Services**” and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. *Do not staple or submit bid in any type of binder; binder clips are acceptable.*

QUESTIONS

All questions must be submitted in writing to Julie Moellering, Purchasing Agent, no later than 12:00 P.M. (CST) on June 22, 2022 via email jmoellering@ofallon.mo.us. The city will only respond, via addendum, by the end of day on June 24, 2022 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <http://www.ofallon.mo.us/bid-opportunities>

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O'Fallon. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: <http://www.ofallon.mo.us/bid-opportunities>. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

END OF PROPOSAL INSTRUCTIONS

CITY OF O'FALLON, MISSOURI

TERMS AND CONDITIONS

QUALIFICATIONS:

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

E-VERIFY:

Company shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

METHOD OF AWARD / SELECTION:

The proposals will be evaluated by the City. A response summary of proposals will be available by contacting Julie Moellering, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and will not be available for public review.

TERMS/CANCELLATION AND DAMAGES:

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City, because of the Vendor's breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

AWARD REQUIREMENTS:

Once the City is prepared to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance

Once all of these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of O'Fallon reserves the right to accept or reject any and all proposals received.

CONTACT WITH CITY OF O'FALLON PERSONNEL:

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

CONFIDENTIALITY:

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as "Confidential/Proprietary" information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term "Confidential/Proprietary" does not include ideas, techniques, or concepts that are in the public domain.

EVALUATION RIGHTS:

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

REJECTION OF PROPOSALS:

The City of O’Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

INCURRING COSTS:

The City of O’Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY:

The City of O’Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

INSURANCE:

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O’Fallon as an “Additional Insured” during the Term of the Agreement, and a copy of such “Additional Insured” endorsement must accompany the certificate.

INDEMNITY:

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Vendor's defense of any such claims, actions, or suits.

PAYMENT TERMS AND CONDITIONS:

The City's payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax-exempt certificate shall be presented to the firm or company that is awarded a contract.

Inquiries concerning this Request for Proposals shall be directed to:

Julie Moellering
Purchasing Agent
City of O'Fallon, Missouri
100 North Main Street
O'Fallon, Missouri
Phone: (636) 379-5527
jmoellering@ofallon.mo.us

END OF TERMS AND CONDITIONS

CITY OF O'FALLON, MISSOURI

RFP NUMBER 22-064

SCOPE OF WORK / SERVICES

Goal and Objectives

The overall goal of this RFP is to combine cyber security services into a single, managed services offering for up to a five-year agreement.

General Requirements

1. On-going Security Assessments:

- Quarterly internal vulnerability assessments & pen test
- Monthly external vulnerability assessments & pen test
- Quarterly ASV scans for PCI compliance
- Semi-annual web application vulnerability scans
- Semi-annual firewall review assessment
- Annual active directory scan
- Cyber Security consulting on related topics/environment infrastructure
- Semi-annual social engineering & security awareness training
- Monthly virtual CISO calls

2. 24x7x365 Monitoring (Managed Detection and Response):

- Full 7-layer packet inspection
- Full packet analysis
- Behavioral and signature anomalies
- Log analysis of firewall logs and DC events
- Event correlation
- Dedicated portal with Security Operations Center (SOC) access for questions / concerns
- Coverage 365 days, 24x7

3. 24x7x365 Advanced Endpoint (Endpoint Detection and Response):

- Actionable recommendations and security event prioritization.
- Policy tuning, exclusions, and reduction of false positives
- Ensure business continuity and network hygiene in near real-time
- Access to experts to escalate security events
- Hunting capabilities to detect latent threats and gain deep visibility
- Accelerate response time with automated mitigation and containment

- Coverage 365 days, 24x7
- Monitor static and behavioral AI, documents, scripts, exploits, and lateral movement
- Includes annual maintenance / licensing of SentinelOne endpoint protection software for up to 525 endpoints (includes ransomware warranty from endpoint software vendor).
- Provide a cyber-security dashboard for the City’s IT team to visually monitor the state of the network

Evaluation Criteria

The City will conduct a fair evaluation process based on criteria listed herein and will use multiple criteria to select the most qualified vendor who represents an understanding of the City’s needs.

The RFP will allow the City to review proposals and enter negotiations with the vendor whose proposal is most advantageous to the City with price and other factors considered. A number of factors will influence the decision in determining whether or not a vendor is qualified. The following list summarizes the major qualitative areas that will be evaluated, along with their overall weighting.

Criteria for Scoring Proposals	
Cost	40%
Familiarity with the City’s network	30%
Completeness of proposal	20%
Experience with municipal government	10%

Format and Contents of Proposal:

Corporate Information

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal responses should include the following items and be organized in the manner specified below.

1. **Letter of Transmittal:** Briefly outline the company’s understanding of the work and general information regarding your company and the individuals to be involved in the project.
2. **Overview of Company:** A brief overview of your company’s involvement in providing maintenance and support for a managed cyber-security service.
3. **Profile of Company Proposing:**
 - a. How long has the company been in this business?
 - b. In what counties/cities/states do you maintain offices?
 - c. Location of office to manage project.
 - d. Indicate the number of employees in your company.
 - e. The credentials and qualifications of professional staff.
4. **Qualifications:** Describe recent experience with similar engagements to which the proposal relates.
 - a. Include resumes of all key professional members who will be assigned to the project.
 - b. Briefly describe the company’s system of quality control to ensure the work meets a high-quality standard.
 - i. Include three (3) customer references that are similar in scope and requirements to those of the City.

- ii. What differentiates your company from your competitors in the marketplace and how will this be relevant to us?
5. **Scope of Services and Proposed Project Schedule:** Briefly describe the company’s understanding of the scope of services to be provided.
 - a. Will your company subcontract any components of the proposed project to a third party? If so, please describe the component to be subcontracted and provide details of any agreement in place with the subcontracted company/individuals as well as a summary of past work that you have successfully completed together.

 6. **Cost Proposal:**
 - a. Five-year agreement: Provide a comprehensive cost proposal with a complete breakdown per year and a grand total.
 - b. The city reserves the right to choose all of a portion of the items proposed.

Supplemental Information (use additional sheets as necessary):

1. Name of primary contact, address, phone number, and email address.

2. What day(s) and time(s) is the primary contact available?

3. Describe any name or ownership changes in the past five (5) years.

4. Submit a sample copy of your current contract/agreement with all terms and conditions (subject to review by the City’s legal review).

END OF SCOPE OF WORK / SERVICES

CITY OF O’FALLON, MISSOURI

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 22-064 and to all the conditions imposed herein, the undersigned offers and agrees to provide managed cyber-security services for the City of O’Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form must be attached to respondent’s proposal. Form must be signed for consideration.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____

SIGNATURE: _____

ADDRESS: _____

NAME: _____

CITY: _____

TITLE: _____

STATE/ZIP: _____

PHONE NO.: _____

TAX ID NO.: _____

DATE: _____

EMAIL: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.			
Addenda 1 _____	Addenda 2 _____	Addenda 3 _____	Addenda 4 _____

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O’Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

My commission expires:

Notary Public

[Attach documentation of enrollment/participation in a federal work authorization program]

ANTI-COLLUSION STATEMENT

STATE OF _____

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

_____ *Title of Person Signing*

of _____

_____ *Name of Bidder*

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

_____ *Notary Public*

My Commission Expires _____