



REQUEST FOR PROPOSAL COSITRFP1902
MANAGED DETECTION & RESPONSE AND SECURITY ASSESSMENTS

RESPONSES TO THIS RFP DUE JUNE 15, 2019 @ 5:00 PM PST

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REQUEST FOR PROPOSAL COSRFP1902

EXECUTIVE SUMMARY

PURPOSE

The City of Snoqualmie (the City) is issuing this Request for Proposal (RFP) under RCW 39.04.270 for a Managed Detection and Response (MDR) platform and Security Assessments, and its related installation, conversion, migration, and implementation services. It is the City's preference to enter into an agreement with a single vendor who can provide the complete range of required functionality and related services.

The City is seeking a complete response from vendors who can demonstrate that they possess the organizational, functional, and technical capabilities to perform the services, and meet or exceed the requirements and service levels specified herein.

This RFP seeks to identify the highest value MDR service provider/vendor/services platform that offers the greatest value. Proposals should take great care to fully explain services for the quotes costs and differentiate themselves from their competitors.

At a minimum, vendors submitting a proposal ("Proposer") in response to this RFP must meet the following requirements:

- Monitor the City's network security equipment and core servers to provide real time analysis of perimeter/internal services through aggregation and analysis of gathered information. The vendor's solution will employ a strategy to gather this data from monitored devices; forward such data to a secure operations center, filter/data mine this data in real time, and report findings to the appropriate City personnel based upon predefined trigger/escalation thresholds.
- Focus on actionable events for customer notification and real-time monitoring schemes which reduce/prioritize the volume of data that must be quickly analyzed. The vendor must be able to apply their knowledge of external threats and of the types and numbers of attacks they encounter across the devices monitored for all their customers to add value to the analysis of alerts for the City.
- Managed Detection & Response (MDR) or Similar Solution
- Security Assessments (Network/Firewall/Switches/Virtual Infrastructure/VoIP)
- Internal/External Vulnerability Assessment & Penetration Testing
- Data Breach Risk Assessment and Response Plan Development
- Information Security Policy and Procedure Development or Review
- Industrial Control Systems Security Review/Assessment
- Network Analysis Threat Prevention/Detection
- Security Awareness Program Development or Review
- Solid customer base utilizing the proposed solution, including cities similar in size and service delivery to Snoqualmie.
- Successful experience implementing the proposed software in Washington to fully comply with record tracking and reporting requirements.

Information concerning the City's objectives, current environment, project scope and timeline, requirements, RFP response parameters and evaluation criteria are discussed in the balance of this document.

The City will consider proposals from single suppliers or from multiple suppliers working as a team. In the event multiple suppliers submit a proposal together, the City expects that there will be one primary contact who will be responsible for the whole project and for coordinating the work of the other suppliers.

The award shall be made to the qualified supplier whose proposal is most advantageous to the City of Snoqualmie with price and other factors considered. Other factors that may contribute to the selection process include but are not limited to:

- Project approach and understanding of the City's objectives and requirements
- Supplier's implementation methodology and success
- Feedback from customer references
- Compliance with the City's terms and conditions
- Ability to meet the City's requirements (functionality, usability, performance, flexibility, integration, and technology)
- Supplier's installed base and experience with municipalities similar to the City of Snoqualmie
- Cost and support quality for ongoing maintenance and support

TIMELINE

It is the intent of the City to enter into a contract by June 30, 2019.

CLARIFICATION OF COMMITMENT TO PURCHASE

This Request for Proposal is not a commitment to purchase, and any expenditures incurred by the Proposer in preparing and submitting its proposal shall not be reimbursed by the City, nor is the City obligated with respect to any action taken by Proposer in responding to this Request for Proposal. Further, the City reserves the right to reject all proposals received and not award a contract to any Proposer.

STATEMENT OF RIGHTS

The City has the right to:

- Cancel or re-issue the RFP at any time.
- Accept the proposal, proposals or parts of a proposal deemed most advantageous to the City, or to reject any or all proposals for any causes whatsoever as it deems for the best interests of the City.
- Waive any minor informalities or irregularities contained in any proposal.
- Amend the RFP in any manner prior to contract award.
- Reject any proposal which contains false or misleading statements, or is not in compliance with submittal requirements.
- Obtain clarification of any point in a Proposal. Such clarification may be in any form, such as conference calls, email communications, Web demos, onsite demos, vendor headquarters visits, or other method of the City's choosing.
- Share the RFP, proposals and subsequent vendor-provided information with any consultant of the City's choosing in order to secure expert opinion.

- Make copies of any Proposals for evaluation purposes or as required for legal and regulatory compliance.
- Record all demos.
- Request from the software vendor a different implementation partner than the one proposed.
- At the City’s sole discretion, select a different implementation vendor on its own.

CONTRACT DEFINITION

The contract between the City and the selected vendor to provide the required software and/or related services will consist of:

- This Request for Proposal
- The selected vendor’s Proposal
- The vendor’s product demonstration, and related handouts and electronic presentations
- Related Commentary – any product literature, vendor documentation, and communications from the vendor clarifying the proposal, technology, project planning, implementation services, training, 3rd party applications, software functionality, support services and professional services
- Pricing information and options
- A mutually agreed upon Statement of Work that outlines the project scope, project timeline, Project Manager, assigned responsibilities (vendor and customer), estimated hours by role for the major work components, deliverables, milestones, services to be performed by the vendor, and costs by major work component.
- The contract documents (Professional Services, Software License, and Maintenance and Support Services Agreements).

CITY OF SNOQUALMIE PROFILE

The City of Snoqualmie is located about 30 miles east of Seattle, and less than 25 minutes travel time from the suburban centers and amenities of the Puget Sound’s Eastside communities. The City is graced by Snoqualmie Falls, a natural landmark well known for its spectacular 270-foot cascade located near the Salish Lodge and Spa that attracts nearly 2.2 million visitors each year. The City is also home for a historic train depot, managed and operated by the Puget Sound Railway Historic Association.

While City government is focused on protecting the unique character of Snoqualmie and its surrounding environment, economic development initiatives are vigorous. The current population of Snoqualmie is approximately 13,000 residents. City staff, commissions, residents, community businesses and consultants are working together for the thoughtful and measured planning that will build & provide economic sustainability for the City of Snoqualmie. Snoqualmie is dedicated to making this community a leader in small city livability and business growth.

The City employs 92 FTE employees with 21 positions being Management/Professional positions and all other employees covered by three separate union groups. The City operates under a Mayor/ Council form of government, with the City Administrator serving as the Chief Operating Officer.

The City of Snoqualmie has the following metrics:

Metric	Information
Population 2019	13000

Employees 92

Operating Budget \$55.8M

The City provides a full range of services typical of municipal governments including police, fire, planning, building, water service, sewer service, street maintenance, storm water, waste water, park and recreation services, and general administrative services (finance, legal, information technology, and human resources). The vendor should take this into account when submitting a response.

The City's 2019 overall budget is approximately \$55.8 million. The City prepares a comprehensive budget document, including both operating and capital budgets, which is adopted by the City Council in December for the subsequent fiscal year. The City's fiscal year runs January 1 through December 31. The City follows a 2-year budget cycle.

PROJECT SCOPE AND TIMELINE

SCOPE

- Managed Detection & Response (MDR) or Similar Solution
- Data Breach Risk Assessment
- External Network Vulnerability Assessment and Penetration Testing
- Internal Network Vulnerability Assessment and Penetration Testing
- Network Analysis Threat Prevention/Detection
- Web Application Penetration Testing
- Firewall and Router Configuration Reviews
- Security Awareness Program Development or Review
- Physical Security Reviews
- Application Threat Modeling and Design Reviews
- Information Security Policy and Procedure Development or Review
- Information Security Risk Assessment
- Incident Response Program Development or Review
- Industrial Control Systems Security Assessment

TIMELINE

The City intends to complete the selection process using the following schedule. However, the City reserves the right to modify or reschedule procurement milestones as necessary.

Event	Date
Release RFP to Vendors	May 20
Vendor Questions Due	May 27
Answers to RFP Questions Released	May 31
RFP Responses Due	Jun 7
Short List	Jun 12

Vendor Reference Checks	Jun 12
Contract Negotiations Completion	Jun 15
Decision on Final Vendor	Jun 15

The City expects that the vendor will respond with a proposed timeline for the project based on the Final Vendor Decision date in June 30, 2019.

PAYMENT SCHEDULE AND TERMS

Procurement policy prohibits the City from paying for goods and services in advance of delivery, so the payment schedule for the license, maintenance and professional services is shown below.

Payment for Software License or Subscription

Payment for the software license shall be provided according to the following schedule which will be included in the Software License Agreement:

Payment Schedule Table

Contract Execution	10% of License / Subscription Fees
Installation/Initial Configuration of Software	15% of License / Subscription Fees
Functionality Testing Successfully Completed	30% of License / Subscription Fees
Performance Testing Successfully Completed	30% of License / Subscription Fees
Final System Acceptance	15% of License / Subscription Fees

Final System Acceptance will take place when the City has accepted in writing that the Software is performing, except for minor or inconsequential errors, in accordance with its specifications. Within sixty (60) days of the date when the software is in first production use running the operations of the City (“Go Live Date”), the City will create a list of problems or defects which the vendor must correct before the City will accept the system.

A detailed description of the conditions for payment reflected in the table above is contained in Appendix D of this RFP.

Maintenance and Support

The initial fee will be the mutually agreed upon annual maintenance fee in the Maintenance and Support Agreement pro-rated from the time of Acceptance through December 31. Thereafter, the coverage period shall be from January 1 through December 31 of each year.

Professional Services

There will be a 15% holdback of all fees which will be paid upon Final Acceptance by the City.

Payment for services will be authorized and processed by the City according to the following schedule:

- Installation support and training services (including technical configuration, process consulting, project management and training) fees will be invoiced monthly upon completion of the agreed upon designated tasks and deliverables as defined in the Statement of Work. The

vendor must provide an itemized invoice showing the specific tasks completed and the resources involved in each task.

- Travel expenses must be approved in advance by the City. Approved travel expenses will be paid upon presentation of actual receipts and documented completion of travel.
- Data conversion fees (data conversion activities, responsibilities and fees will be defined in the Statement of Work) will be invoiced upon approval by the City on a function by function basis according to the following schedule:
 - 50% of the Data Conversion fees upon the vendor's verification of successful data conversion, and successful installation of the converted data for each functional area in preparation for reliability and acceptance testing.
 - 50% of Data Conversion fees upon Customer verification that reliability and acceptance tests have been successful and non-conforming issues have been corrected.
- Customization and development services will be invoiced monthly upon completion of agreed upon tasks, milestones and deliverables. The vendor must provide an itemized invoice showing the specific tasks completed and the resources involved in each task.

Withholding Payment

In addition to the 15% holdback of all fees, the City will withhold payment without penalty or late fees, for the vendor's non-conformance to professional standards, excessive or unauthorized costs, or defects in deliverables until remedied.

Payment

Based on the applicable payment schedule in this RFP or as agreed to in the executed contract(s), the City will pay all properly authorized, documented and prepared invoices which are not in dispute within thirty (30) days of receipt by the City of such invoices.

SUBMITTAL REQUIREMENTS

Those organizations interested in responding to this REQUEST FOR PROPOSAL are required to submit their proposal in the following format.

Those submitting sealed proposals should indicate on the outside of the envelope in the lower left-hand corner that it is a sealed proposal for the RFP – City of Snoqualmie COSITRFP1902. The name of the organization submitting the proposal should also be indicated on the outside of the envelope.

One (1) original and five (5) bound and sealed copies, plus two electronic copies (1 in PDF format and 1 in Microsoft Word format) of the entire proposal are required. Proposals are to be delivered to:

PJ Rodriguez
IT Director
City of Snoqualmie
PO Box 987
38624 SE River Street
Snoqualmie, WA 98065

Proposals must be received by 5:00 p.m. Pacific Time on July 24, 2015. **Proposals received after 5:00 p.m. Pacific Time will not be considered.**

All questions regarding this RFP must be in writing and directed to PJ Rodriguez at the address above or emailed to him at jrodriguez@ci.snoqualmie.wa.us by 4:00 p.m. Pacific Time on July 1, 2015.

From the issue date of the RFP until contract award is made, respondents are not permitted to communicate with any employee or agent about the subject or contents of the RFP except as outlined in the RFP. Violation of this provision may result in rejection of the respondent’s submission. No information provided verbally or by any other personnel will be considered binding. All respondents shall use the RFP and its attachments and amendments as the sole basis for proposal at this time.

SUBMITTAL FORMAT

Proposals should be prepared simply, providing a straightforward, concise delineation of the capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials should not be submitted at this time.

Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by this RFP and not on volume. Costs for developing proposals in response to the RFP are the obligation of the Proposer and are not chargeable to the City. All proposals and accompanying documentation will become the property of the City and will not be returned.

The submittal format for the proposal is with the following sections with the required information provided in each section as noted below. For the original and hard copies, the City requests that physical tabs be used to separate each section.

Suppliers must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP. An electronic copy of the proposal must be provided along with three hard copies.

SECTION	TITLE	SECTION CONTENTS
Section 1	Title Page	Present the subject of your proposal, the name of your organization, local address of the office that will be installing the application, name of the contact person (with their title and their contact information) and the date.
Section 2	Table of Contents	Present a clear and comprehensive identification of the contents of your proposal by section and by page number.

SECTION	TITLE	SECTION CONTENTS
Section 3	Letter of Transmittal	<p>A signed letter of transmittal is required. Within this letter include statements to the following:</p> <ul style="list-style-type: none"> • Your organization’s understanding of the work to be accomplished. • That upon award of this contract, your organization will make a positive commitment to perform the implementation work within the scheduled time period. • A summary of the cost of service fee(s) to be charged for the work, and a statement indicating if fees are fixed, complete, inclusive or negotiable. • All proposals submitted are to be valid for period of 180 days after this proposal date. • The name of the individuals who will be authorized to make representations for your organization, their titles, addresses, email addresses and telephone numbers. • A statement that the signatory of the transmittal letter with his/her printed name and title has authority to bind your organization. • Each submitted hard copy of the proposal is to have an original signed letter of transmittal by an official authorized to legally bind the proponent.
Section 4	Company Profile and Customer References	<p>Please complete the forms in Appendix A (Company Profile) and Appendix B (Reference), and include them in this section.</p> <p>A. A profile of your organization is required. The profile should include the following information:</p> <ul style="list-style-type: none"> • Basic organizational information, such as, size of organization, how long in business, public or private entity, etc. • Whether your organization is local, regional, national, or international. • A listing of the other similar governmental customers that are using this proposed solution. <p>B. A Summary of your organization’s qualifications (Not to exceed 5 pages).</p> <ul style="list-style-type: none"> • Provide a summary of your organization’s expertise in the area of software development, support, implementation, training, etc. pertaining to the software submitted in the proposal (including any 3rd party systems included as a part of your proposal). Submission of reports from industry analysts such as Gartner and Meta Group is encouraged if available.

SECTION	TITLE	SECTION CONTENTS
		<ul style="list-style-type: none"> • Include at least three (3) references where your organization provided similar methods using the same software at other Municipal Government agencies of similar size and complexity (the references must be using the same version of software that you are proposing). Include contact names, telephone numbers and addresses. Indicate the year and timeframe in which each reference was engaged with your organization. <u>Use the enclosed form in Appendix B for submitting this information. Vendors must submit one form for each reference.</u>
Section 5	Project Management and Implementation Methodology	<p>Please provide a detailed description of your project management approach and implementation methodology (not to exceed 10 pages).</p> <p>Describe your implementation plan, including your training, data conversion, systems integration and testing processes:</p> <ul style="list-style-type: none"> • Approach and philosophy • Options: Internal, subcontractor, implementation vendor <p>Provide a high-level project plan, along with expected deliverables and estimated timelines. Include typical expectations of City staff commitment and what staff the City can anticipate it will need to backfill during implementation.</p> <p>A formal Statement of Work (SOW) will be required for the project and agreed to by all parties prior to the commencement of work. This agreed upon Statement of Work is to be completed before contract execution and included as part of the executed agreement.</p>
Section 6	Proposed Costs	<p>The vendor will provide costs using the schedule in Appendix C – Pricing Worksheet for all project deliverables. All 3rd party software and customization estimates need to be identified in Section 6 – System Requirements, as well as in the proposed costs in Appendix C – Pricing Worksheet.</p>
Section 7	Specifications	<p>Section 6 – System Requirements of this RFP provides the specifications/ functionality that must be met by the solution. Please complete the Requirements Document in Section 6, providing answers and any comments necessary to clarify the functionality and submit as requested in this section. <u>This section must be provided in hard copy, and in electronic Word file format. Do not change the document format or font settings.</u></p>
Section 8	Additional Data	<p>Provide any other documentation necessary to describe the functionality/delivery of the proposed system.</p>

SECTION	TITLE	SECTION CONTENTS
		<p>Vendors who submit pricing for a Hosted or Subscription based option are asked to provide details about the level of hosting services provided (i.e. DBA, upgrade support, backup services, system monitoring, etc.), contractual terms (minimum contract length, performance guarantees, service level guarantees, etc.), hardware related costs, infrastructure costs, and other items pertaining to this service.</p> <p>If such service is offered indirectly through a hosting partner the City requests disclosure of the partner, and the terms of agreement between said partner and the software vendor.</p> <p>Vendors may also provide in this section any other information that they believe will assist the City in making its selection.</p>
Section 9	Vendor Exceptions to the RFP	<p>Please complete the form in Appendix D – Vendor Exceptions to the RFP and include it in this section. <u>All exceptions must be on the form in Appendix D even if they are stated elsewhere in the vendor’s proposal.</u> If Appendix D is not completed, it will be assumed that there are absolutely no exceptions to this proposal and will be treated as such. If there are no exceptions the vendor must sign and complete the form in Appendix D as directed. If the Vendor Exceptions to the RFP Form is not completed and signed, at the sole discretion of the City of Snoqualmie, the vendor’s proposal may be disqualified.</p>
Section 10	Contract Performance	<p>If at any time in the past 5 years your firm has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer, describe the situation(s) including the name and address of the contracting party, and circumstances.</p>
Section 11	Vendor’s Recommended Architecture and Hardware Requirements	<ul style="list-style-type: none"> • Indicate recommended infrastructure required for the proposed solution. • Include information for cloud or hosted options for implementation, including a review of integration and security options. • Vendors should also submit hardware, database, and operating system requirements for the server, peripherals, and mobile devices.

SYSTEM REQUIREMENTS

This section includes the technical and functional requirements to be evaluated in this RFP. The Requirements section will be included in Section 7 of your RFP response. This is not a comprehensive list of all of the City’s requirements, but includes the key requirements that will be used to evaluate the RFPs and will be included as part of the signed contracts. Responses to each line item should be concise and straightforward.

INSTRUCTIONS FOR COMPLETING FUNCTIONAL REQUIREMENTS

For each numbered line item requirement, the vendor must indicate in the “Vendor Response” column Y, 3P, C, F, or N, according to the following legend:

Y	Fully supported by the current release of the software.
3P	Supported with third party software (i.e. software not directly owned or controlled by the vendor submitting the proposal).
C	Customization is required to meet the requirement (e.g. changes to the underlying code must be made; a new table must be created; etc.) This causes additional upgrade work in order to implement new versions or upgrades.
F	Future functionality: Supported in the next release of the software.
N	Not supported.

Place an appropriate ✓ mark or X in the corresponding column for each requirement.

- 1) If the vendor responds with 3P, C, or F, the vendor **must** provide additional information in the comments column:
 - For “**3P**”, the vendor must explain what third party software application or service is required, any integration requirements, and the vendor’s relationship with this third party. Vendor must also provide a cost estimate for the third party software, and also include this as a line item on the Pricing Worksheet in Appendix C.
 - For “**C**”, the vendor must explain the nature and amount of customization required, and experience with the same or similar modifications. Vendor must also provide a cost estimate for the customization, and also include this as a line item on the Pricing Worksheet in Appendix C.
 - For “**F**”, the vendor must explain the functionality in the new release, the expected general availability release timing and provide surety that the functionality will be included.
- 2) If using a modular approach, the vendor **must** associate each line item with the appropriate module; if the functionality is achieved with multiple modules, each module utilized must be identified. Please use the final (far right) column to list the applicable module(s).

This information must be completed and submitted in the format provided. Please do not modify the format or font settings of this template.

This section of the RFP response must be provided in hard copy as well as an electronic copy using the MS Word format.

Click on the icon below to retrieve the Functional Requirements Document.



Functional
Requirements

EVALUATION OF PROPOSALS

The City's project team will evaluate the RFP responses provided by vendors. The evaluators will consider how well the proposed solution meets the City's requirements as described in the RFP.

It is important that the responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the proposal. Based on the evaluation of the RFP responses, the City will have a Short List of vendors for its final review and evaluation through a software demo and other due diligence actions.

Evaluation Factors. Selection of finalists will be primarily according to the following criteria:

- Quality, clarity, and completeness of the proposal.
- Adherence to requirements for RFP preparation.
- Vendor viability and strength.
- Ability to meet functional and technical requirements.
- Software scalability, flexibility, and ease of use.
- Compatibility and integration with existing hardware and software.
- Vendor's experience on similar projects.
- Software demos.
- Total cost of ownership.
- Customer references.
- Quality of the software and the vendor's implementation methodology and team.
- Vendor's ability to implement its system on time and on budget.
- Quality and performance of the vendor's ongoing support and software development.

The evaluation factors identified above reflect a wide range of considerations. While cost is important, other factors are also significant. The City may select other than the lowest cost solution. The objective is to choose a vendor capable of providing a reliable and integrated solution within a reasonable budget. All proposals will be evaluated using the same criteria.

The City reserves the right to request from any vendor additional information, interviews, follow-up demonstrations, or any other type of clarification of proposal information it deems necessary to evaluate the vendors.

Notification. Based on the evaluation of the RFPs the City will select a Short List of two to four vendors, and invite them to participate in Pre-Demo Meetings and Structured Software Demos. The selected vendors will be notified in writing or via email by the date indicated in Section 4.

Pre-Demo Meetings. Once the Short List of vendors has been identified, the vendors will be invited to participate in a Pre-Demo Conference Call Meeting with the City's Project Team. The purpose of this conference call meeting will be to allow the vendor time to acquire additional information about the scope of the project and to ask questions about the Demo Script presented to the vendors.

Structured Demos. The Short Listed vendors will be asked to demonstrate their software according to a

customized demonstration script designed to reflect the City's requirements. This script will be issued to Short Listed vendors according to the timeline indicated in Section 4.

These functional and technical product Demos will be presented to the City by the Short Listed vendors according to the pre-defined script issued by the City. All vendors must follow this script during their Demo process.

Post-Demo Technical Evaluation. In addition to scripted functional demonstrations, the City may request a more extensive technical Demo. This Demo will be scheduled on an as-needed basis for specific applications.

Implementation Vendor Selection. Once the selection of the software is completed, the City will determine if a separate implementation vendor selection project is necessary. The City reserves the right to not select the implementation partner or value added reseller (VAR) that responds to the RFP or demonstrates the software on behalf of the software vendor.

Reference Checks and Site Visits. The City may choose to conduct site visit(s) to the software vendor's headquarters and/or other users, and to do customer reference checks (such as site visits or conference calls) as part of the evaluation process. The visits, calls and other communications may be used to determine the successful vendor, and will be conducted following scheduled software demonstrations of the Short Listed vendors. Evaluation of the vendor client sites will be based on the following: assessment of the vendor's service during system implementation, assessment of the quality and timeliness of vendor's ongoing support, overall user satisfaction with the performance of the system.

Contract Award and Execution. The City reserves the right to make an award without further discussion of the proposal submitted. The City shall not be bound or in any way obligated until both parties have executed the applicable contracts. The City also reserves the right to delay the contract award, to make a partial award, or not to make any contract award and to reject all proposals.

APPENDIX A – COMPANY PROFILE

Company Profile

This section contains the vendor information and response format that Proposers are to present in Section 4 - Company Profile of the proposal.

Please complete this section, responding with a profile for each vendor and/or implementer being proposed in the RFP response. **This section must be submitted in Microsoft Word format. Changes to the template format or the font are not allowed.**

Click on the icon below to retrieve the Company Profile response form.



Company Profile

APPENDIX B – REFERENCE FORMS

User Reference Request Form

Active User References. Please include the following information for each of at least three (3) public sector references from cities that have installed and fully implemented the Solution similar in scope outlined in the RFP. References may include customers who have upgraded to a major release within the past two (2) years. It is preferred, but not mandatory, that references come from jurisdictions within the State of Washington. Reference sites should be fully implemented and live on the current version of the software.

This section must be submitted in Microsoft Word format. Changes to the template format or the font are not allowed.

Click on the icon below to retrieve the User Reference Request form.



Reference
Form.docx

APPENDIX D – VENDOR EXCEPTIONS TO THE RFP

It is the City’s intent to contract with a private Vendor. All Vendor representations, whether verbal or written, will be relied on by the City of Snoqualmie in its evaluation of the responses to this Request for Proposal. The City’s reliance on the Vendor’s represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED ON THE “EXCEPTIONS TO THE CITY OF SNOQUALMIE’S RFP FOR MANAGED SECURITY AS A SERVICE” TABLE BELOW AND RETURNED WITH YOUR PROPOSAL.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT (“VENDOR EXCEPTIONS TO THE RFP”) ANY AND ALL EXCEPTIONS YOU HAVE TO THE TERMS AND CONDITIONS.

Firm or Individual	
Title	
Telephone	
Email	
Address	

PRINT NAME AND TITLE

AUTHORIZED SIGNATURE

DATE _____

OTHER NOTES:

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

EXCEPTIONS TO THE CITY OF SNOQUALMIE’S RFP FOR MANAGED SECURITY AS A SERVICE

	RFP Section #, Page #	Exception Describe the nature of the Exception	Explanation of Why This is an Issue	Your Proposed Alternative to Meet the City of Snoqualmie’s Needs
1				
2				
3				
4				
5				

APPENDIX E – CONDITIONS OF PAYMENT

The following provides clarification on the conditions for payment listed in the Payment for Software License or Subscription schedule in the table in Section 4 – Project Scope, Timeline and Payment Schedule of the RFP.

INSTALLATION AND INITIAL CONFIGURATION OF THE SOLUTION

- (a) Installation of the Solution shall be complete when both of the following occur:
 - 1. All software is copied onto the hardware environment at the City and is fully operational, and a complete system backup of all software and the initial configuration data is made for the City by the vendor with complete instructions for restoration.
 - 2. When technical documentation, which shall include without limitation, data dictionaries, system schema, and instructions as to how to completely re-install the contents of the media containing the Licensed Software onto the City's hardware environment, has arrived at the City.
- (b) Installation of the hardware and Licensed Software will be considered complete upon receipt of all hardware and Software components specified in the sales order and the Statement of Work which will be attached to the agreement.
- (c) Both parties will develop a mutually agreeable installation schedule in which the City and vendor will be present during the installation and initial configuration of the system.
- (d) When possible and if, in the best interests of the City, delivery of the Solution, Customizations and all supporting documentation will occur electronically and without physical media.

RISK OF LOSS

- (a) During the time period where the Software and its supporting documentation, are in transit and until the Software is installed in good working order, the vendor or its insurer shall be responsible for the Software and documentation, and shall hold the City and its agents harmless from and against all risk or loss, or damage to the Software and the documents.
- (b) The vendor shall hold the City and its agents harmless from any risk of loss or damage arising out of occurrences during the installation of the Software.
- (c) During the time period where any hardware or Third Party Software purchased from the vendor is in transit and until these are delivered to a secured location identified by the City, the vendor or its insurer shall be responsible for ownership of these products and relieve hold the City and its agents harmless from and against all risk or loss, or damage of the products.

ACCEPTANCE

1. General Acceptance Terms

- (a) In order for the System to be Accepted, it must successfully complete Functionality and Performance Testing.
- (b) Functionality Testing shall be completed within thirty (30) days of delivery, installation, and configuration of the System, including all required interfaces.
- (c) Performance Testing shall be completed within sixty (60) days of “go-live” of the System.

2. Functionality Testing

- (a) Functionality Testing serves to confirm that the promised functionality, as indicated on the vendor’s response to the Functional Requirements in the RFP, has been delivered and that the System performs the functions described in the vendor’s system documentation, the functional requirements in the RFP and the vendor’s response thereto.
- (b) The City will assign an internal IT staff who shall be responsible for overseeing the execution of the Functionality Test.
- (c) At its sole option and expense, the vendor may have a representative present during Functionality Testing.
- (d) The Functionality Test will be conducted by executing each of the items in the functional requirements in the RFP, for which Vendor has responded with a “Yes,” indicating that the System performs the described functionality without modification.
- (e) For the purposes of the Functionality Test, some line items from the functional requirements document may be included, or demonstrated, as part of other functional requirements line items.
- (f) At the conclusion of the Functionality Test, the City will notify the vendor, in writing, of either the System’s successful completion of the Functionality Test or the specific items that the System could not perform.
- (g) The City, at its sole option, may waive any irregularities occurring during the Functionality Test.

3. Remedy for Failed Functionality Test

- (a) In its sole judgment, the City may terminate this Agreement for cause if, during Functionality Testing, the Software/Solution or Customizations fail to perform as specified in the functional requirements or the Software’s supporting documentation.
- (b) In its sole determination, City may exercise any, or all, of the following remedies in lieu of termination of this Agreement:
 - 1. Vendor shall be given the opportunity to extend the acceptance testing period for up to thirty (30) calendar days to allow the vendor to bring any irregularities into compliance. If after such time the irregularity is not remedied to the City’s sole satisfaction, the City may terminate the Agreement for cause, or;
 - 2. If the non-compliant component is hardware which was purchased from the vendor or purchased due to the vendor’s written specifications, the City may require the Vendor to replace the component with one that successfully remedies the irregularity (at no charge to the City), or;

3. At the City's sole option, notwithstanding (1) through (3) above, the City may relegate the non-compliant component as a Customization to be completed at a mutually agreeable date and subject to the following terms:
 - i. As security to ensure timely completion of a Customization, final payment for the Software licenses and Customizations for the defective or non-conforming software function will be held by the City until all Customizations created under the agreement are accepted by the City.
 - ii. If Customizations created under the agreement ultimately fail to correct the irregularity, and the irregularity materially affects the functionality of the System or materially deviates from the City's functional requirements, the vendor will forfeit the final payment for the Software and Customizations, provided that.
4. At the City's sole option, the City will exercise one, or any combination, of the options as described above. Should the System fail to successfully complete the Functionality Test, the System will be deemed to have failed Acceptance and City will be entitled to a full refund.

4. Performance Testing

- (a) The purpose of the Performance Test is to confirm that the System performs in a production environment, under normal loads and utilization, as specified in the Functional Specifications and Documentation, and is stable, accessible, and responsive.
- (b) The City shall be responsible for overseeing the execution of the Performance Test.
- (c) At its sole option and expense, the Vendor may have a representative present during Performance Test.
- (d) At the conclusion of the Performance Test, the City shall notify the vendor, in writing, of either the System's successful completion of the Performance Test or the specific items that the System could not perform.
- (e) The City, at its sole option, may waive any irregularities occurring during the Performance Test.

5. Remedy for Failed Performance Testing

- (a) In its sole judgment, the City may terminate the agreement for cause if the System fails to meet the criteria for success defined above. In its sole determination, the City may exercise any, or all, of the following remedies in lieu of termination of this Agreement:
 1. The vendor shall be given the opportunity to extend the Acceptance Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the Software or the configuration of the Software, or;
 2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, at the City to enable the

Software to meet the performance requirements specified in the Performance Test, or;

3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the Software to correct, at the vendor's sole expense, the defects in the Software/Solution and install these corrections at the City, or;
4. The City may conduct the Performance Test again, or;
5. At the City's sole option, the City will exercise one, or any combination, of the options described above. Should the System fail to successfully complete the Performance Test, the System will be deemed to have failed Acceptance and the City will be entitled to a full refund.