



Fax to the Purchasing Department: (510) 494-4621

Request to be placed on Bid List for:

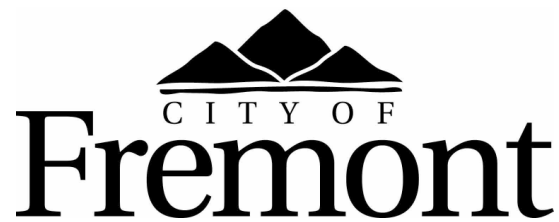
**RFP #09-019**  
**NETWORK SECURITY ASSESSMENT SERVICES**

Name of Company: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

By completing this form and faxing to the Purchasing Department you will be placed on the bidders list for the above project. By doing so, you will receive any Addendums to the project.

If you choose not to complete and return this form, the City of Fremont is not responsible for your company not receiving Addendums. We will also place Addendums on our web site at:

[www.ci.fremont.ca.us/CityHall/FinancialInformation/BidProjects.htm](http://www.ci.fremont.ca.us/CityHall/FinancialInformation/BidProjects.htm)



**REQUEST FOR PROPOSALS**

**RFP #09-019  
NETWORK SECURITY ASSESSMENT SERVICES**

**SUBMIT PROPOSALS BY:  
Tuesday, June 30, 2009, 2:00 PM**

**Calendar of Events**

|                                    |                                    |
|------------------------------------|------------------------------------|
| RFP Mailed                         | Thursday, May 28, 2009             |
| Submission of Proposer's Questions | Thursday, June 11, 2009, 5:00 p.m. |
| Addendum Issued (if necessary)     | Thursday, June 18, 2009            |
| Proposals Due by                   | Tuesday, June 30, 2009, 2:00 p.m.  |

**City Project Manager:**

Carol Easter, Business Systems Manager  
City of Fremont  
39550 Liberty Street  
Fremont, CA 94538  
510-494-4805  
ceaster@ci.fremont.ca.us

RFP for City of Fremont Network Security Assessment Services

**City of Fremont**  
**Network Security Assessment Services**

TABLE OF CONTENTS

|             | <u>PAGE</u>                                    |
|-------------|------------------------------------------------|
| Section I   | Rules of Preparation                           |
| A.          | Invitation 3                                   |
| B.          | Vendor Inquiries 3                             |
| C.          | Submission of Proposals 4                      |
| D.          | Vendor Qualifications 4                        |
| E.          | Review and Evaluation of Proposals 4           |
| F.          | Right of the City to Reject Proposals 5        |
| G.          | Award of Agreement 5                           |
| H.          | Cost of Preparation of Proposal 5              |
| I.          | Notification of Withdrawal of Proposal 5       |
| J.          | Proposals are Public Records 6                 |
| Section II  | Selected Terms and Conditions of the Agreement |
| A.          | Written Agreement 7                            |
| B.          | Exceptions to the RFP and Service Agreement 7  |
| C.          | Term of Agreement 7                            |
| D.          | Conflict of Interest 7                         |
| E.          | Insurance 7                                    |
| F.          | Business License 7                             |
| Section III | Project Description                            |
| A.          | General 8                                      |
| B.          | Network Environment 8                          |
| C.          | Scope of Services 8                            |
| D.          | Deliverables 10                                |
| Section IV  | Proposal Format                                |
| A.          | General Instructions 11                        |
| B.          | Proposal to Be Submitted to the City 11        |
| Appendix    | A-1 Proposer Response Pages                    |
|             | Form 1 Proposer Checklist                      |
|             | Form 2 Proposer Background Information         |
|             | Form 3 Signature Page                          |
|             | Form 4 Pricing Page                            |

## **SECTION I: Rules of Preparation**

### **A. Invitation**

The City of Fremont (hereinafter “City”) hereby requests proposals for services to provide both an initial Network Security Assessment and regularly scheduled quarterly network scans and compliance reporting. The Network Security Assessment will be for both an external audit and an internal audit. The ongoing services provided should include the scanning procedures, the scanning tool(s), the associated scanning reports, and the process for exchanging information between the scanning vendor and the City. The ongoing scanning services should include procedures which are in accordance with the *Payment Card Industry (PCI) Security Scanning Procedures* document.

This Request for Proposals (RFP) describes the general rules for preparing and submitting proposals and the City’s requirements for Network Security Assessment services.

**Section I** includes the rules for proposal preparation.

**Section II** contains an overview of terms and conditions of the agreement.

**Section III** contains specific information about the project objectives, the City’s network environment, the scope of services, and deliverables.

**Section IV** contains a description of the required Proposal Format.

**Appendix A-1** contains the Proposer Response Pages.

Proposer shall submit a written proposal, which presents the Proposer’s qualifications and understanding of the work to be performed. The proposal should be prepared in a clear and concise manner and should provide all the information that is considered pertinent to its qualifications and that responds to the Scope of Services listed herein. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be placed on completeness of services offered and clarity of content.

Failure to comply with the RFP requirements or to provide the requested information may result in rejection of a proposal.

### **B. Vendor Inquiries**

If any proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the Proposer shall submit a written request (electronic mail is sufficient) by **5:00 p.m. PST on Thursday, June 11, 2009**, for an interpretation or clarification to the City’s Project Manager at the following address:

Carol Easter  
City of Fremont  
39550 Liberty Street  
Fremont, CA 94538  
Telephone: (510) 494-4805  
Email: [ceaster@ci.fremont.ca.us](mailto:ceaster@ci.fremont.ca.us)

## RFP for City of Fremont Network Security Assessment Services

The City's responses to questions will be included in an Addendum to this RFP, if necessary, which will be issued and posted to the City's website on or before **Thursday, June 18, 2009**.

**C. Submission of Proposals – Due Tuesday, June 30, 2009.**

Proposer shall prepare and submit an **original** plus three (3) hard copies of the proposal and one (1) electronic copy in PDF format. Proposals shall be submitted in a sealed envelope and **clearly marked on the outside: "SEALED PROPOSAL FOR Network Security Assessment Services – DO NOT OPEN WITH REGULAR MAIL"** and must be submitted no later than **2:00 PM, Pacific Standard Time, Tuesday, June 30, 2009, to:**

**City of Fremont  
Purchasing Department  
3300 Capitol Avenue, Building B  
Fremont, CA 94538**

Time is of the essence, and any proposal received after the announced time and date for submittal, whether by mail or otherwise, cannot be considered. It is the sole responsibility of the Proposer to ensure that its proposal is stamped by Purchasing Services personnel before the deadline. Proposals received after the announced time and date of receipt by mail or otherwise will be returned unopened. However, nothing in this RFP precludes the City from requesting additional information at any time during the proposal evaluation.

Any proposal submitted shall include a Signature Sheet (see Appendix A-1, Form 3) that has been signed by an individual authorized to bind the Proposer. Proposals submitted without such signature may be deemed non-responsive.

**D. Vendor Qualifications**

The successful Proposer shall be one who is experienced in network security assessments with expertise in meeting the requirements of the PCI Security Standards Council. The successful Proposer shall be a PCI Security Standards Council Approved Scanning Vendor with at least five (5) years of successful experience in network security assessment services. It is highly desirable that the successful Proposer have resources that are CISSP (Certified Information Systems Security Professional) certified.

**E. Review and Evaluation of Proposals**

After the proposals are received and opened by the City, the City shall review and evaluate all proposals for responsiveness to the RFP in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all Proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more Proposers.

In reviewing the proposals, the City may consider the following:

1. The qualifications (including education, certifications, experience, and past performance) of the Proposer and its agents, employees and sub-

## RFP for City of Fremont Network Security Assessment Services

consultants in completing network security assessments for projects of a similar size, scope, and complexity as the services required by this RFP.

2. The feasibility of the proposal based upon the methodology of the proposed scope of services to meet the City's needs, the quality of services proposed, and the reasonableness of the total project costs.
3. Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP. The City will not assume that a proposer will perform services not specifically detailed in its submitted proposal.
4. Proposer's willingness to accept the terms and conditions in the City's standard form Service Agreement described in Section II of this RFP.

The proposal with the lowest price will not necessarily be selected; however, price is a component of the evaluation. The City will select the proposal that is most advantageous to the City and will award the Agreement to the most responsible proposer.

### **F. Right of the City to Reject Proposals**

The City reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the City.

### **G. Award of Agreement**

The City reserves the right to negotiate the terms of the Agreement for this Project with one or more proposers. Upon completion of the review period, the City shall notify those Proposers who will be considered for further evaluation and negotiation. All Proposers so notified may be requested to make presentations and shall negotiate in good faith in accordance with direction from the City. Any delay caused by Proposer's failure to respond to direction from the City may lead to a rejection of the Proposal.

The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal and projected costs. The City reserves the right to award an Agreement to a single proposer for the entire project or to multiple proposers, one proposer for the one-time initial network assessment and one proposer for the ongoing scanning services.

If the City determines, after further evaluation and negotiation, to award the Agreement, a Service Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the City until the Agreement is signed by duly authorized representatives of the selected Proposer and the City.

### **H. Cost of Preparation of Proposal**

The City will not pay costs incurred by the Proposer in the proposal preparation, printing or negotiation process. All such costs shall be borne by the Proposer.

### **I. Notification of Withdrawal of Proposal**

Proposals may be modified or withdrawn at any time prior to the date and time specified for proposal submission by an authorized representative of the

## RFP for City of Fremont Network Security Assessment Services

Proposer and by formal written notice. Proposals submitted will become the property of the City of Fremont after the proposal submission deadline.

### **J. Proposals are Public Records**

Each Proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

1. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
2. If a Proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

## **SECTION II: SELECTED TERMS AND CONDITIONS OF THE AGREEMENT**

### **A. Written Agreement**

The selected Proposer will be required to enter into a written agreement with the City of Fremont under which the Proposer will undertake the obligations described in Section III of this RFP and in the City's standard form Service Agreement, attached to this RFP as Exhibit A.

### **B. Exceptions to the RFP and Service Agreement**

Exceptions to the RFP specifications, terms and conditions shall be clearly stated in the proposal. Proposers should also specifically identify any portion of the Service Agreement which the Proposer desires to amend either by addition, deletion or modification.

### **C. Term of Agreement**

The term of the Service Agreement shall commence on the date last signed by the successful Proposer and City and shall continue until completion of all services in accordance with the agreed-upon project timeline described in the Service Agreement.

### **D. Conflict of Interest**

Proposers should disclose any past, ongoing, or potential conflicts of interest which the Proposer may have as a result of performing the work described in this RFP.

### **E. Insurance**

The Proposer shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed in the City's

## RFP for City of Fremont Network Security Assessment Services

standard form Service Agreement (Exhibit A). A copy of an insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits), submitted with the RFP response may be favorably considered.

The successful Proposer shall submit a Certificate of Insurance (with endorsements) to the City concurrently with the execution of the Service Agreement and prior to the commencement of any services.

### **F. Business License**

The successful Proposer must either possess a current, valid Fremont business license or must have submitted a Fremont business license application and fee at the time of Agreement award.

## **SECTION III: PROJECT DESCRIPTION**

### **A. Objectives**

The City is seeking a PCI Security Standards Council Approved Scanning Vendor to partner with the City of Fremont to provide a one-time network security assessment and the tools and services for regular ongoing network security scans to identify potential internal and external vulnerabilities and to comply with the PCI Security Standards Council Data Security Standards. The two primary objectives for the network security assessment are to identify any potential vulnerability in the City's network and to obtain and maintain compliance with PCI Data Security Standards.

### **B. Network Environment**

The City's network infrastructure consists of one (1) Microsoft Windows 2003 domain in an Active Directory environment running on a gigabit backbone. The network consists of thirty-three (33) City facilities such as City Hall, Development Services Center, Maintenance Center, Police Department, fire stations, community and teen centers. These facilities are connected via fiber and a number of T1's. The infrastructure is primarily Cisco systems and includes two (2) core switches, edge switches, routers, a firewall, a VPN, and wireless access points. The network design is based on a campus type architecture – Core layer, Distribution layer, and Access layer. The network protocol is TCP/IP.

The network delivers Internet, e-mail, office automation, and enterprise and department-specific applications to all City departments. There are 800 personal computers, 80 servers, and 140 printers connected to the network. Note: The City is in the process of consolidating 48 of the 80 servers on to four (4) VMware host servers and expects that virtualization project to be completed in July 2009.

### **C. Scope of Services**

The scope of services is an outline of the services which the City anticipates the successful Proposer to perform. The outline in this Section is presented for the primary purpose of allowing the City to compare proposals. The precise scope of services to be incorporated into the Service Agreement will be based upon the

## RFP for City of Fremont Network Security Assessment Services

submitted proposal and may be the subject of negotiations between the City and the successful Proposer.

Based upon the City's outline of services, the Proposer shall prepare a complete description of the scope of services which the Proposer intends to perform in order to achieve the Project objectives. The Proposer may identify services in its proposal that differ from the outline of the services described in this RFP if the Proposer believes the changes will assist the City in more efficiently and effectively achieving the City's stated Project objectives.

The following is an outline of the scope of services for the Project:

1. The successful Proposer shall provide quarterly assessment scans and audits meeting the requirements of the PCI Standards Security Council and the City's Merchant Bank.
2. The successful Proposer shall provide an initial one-time assessment in conjunction with the City's completion of the PCI Self-Assessment Questionnaire.
3. The one-time assessment should include both external and internal audits, including, but not limited to, the detailed items listed below. None of these tests should be destructive or bring any system down. The City owns an entire Class C public IP address block (254 IP addresses) and will provide the range to the successful Proposer.

### A. No-Disclosure External Audit should include:

1. Penetration Testing
  - a. Assess internal network security through controlled penetration via identified vulnerabilities.
  - b. Assess external network security through controlled penetration via identified vulnerabilities.
  - c. Make recommendations for remediation of vulnerabilities both from a configuration as well as architecture perspective.
2. Ethical Hacking
3. Risk Assessment
  - a. Thread identification
  - b. Vulnerability identification
  - c. Security control analysis
  - d. Risk likelihood identification
  - e. Impact analysis
  - f. Risk determination
  - g. Security control recommendations

### B. The Full-Disclosure Internal Audit

Internal Vulnerability Assessment with Discovery will include a maximum of 12 Class C IP ranges. The internal audit should be done with the assistance of the City's Network Administrator.

Information to be gathered includes the following:

## RFP for City of Fremont Network Security Assessment Services

1. Data repositories, critical assets, and business functions within the defined scope of engagement.
2. Existing policies, guidelines, standards, and procedures (security, disaster recovery).
3. Relevant network topology maps and documentation including, but not limited to, Wide Area Network, Local Area Network, Internet DMZ, VPN connections, etc.
4. Determine points in network to scan and perform vulnerability assessment(s).
5. Perform “sandboxed” penetration testing.

### C. Testing should include:

1. Evaluate all in-scope City systems (network devices, servers, and desktops).
2. Perform vulnerability analysis using public and/or proprietary analysis tools.
3. Evaluate passwords, key configuration files, trust relationships, and suspicious files, services, accounts, and configurations of specifically defined systems.
4. Evaluate overall network architecture.
5. Identify vulnerabilities and potential resolution paths for vulnerable systems.
6. Evaluate City’s PCI compliance (credit cards).

### D. Deliverables

At the conclusion of each assessment, the successful Proposer shall hold at least one (1) meeting to present and discuss the findings with the IT Services Department technical and management staff members. Deliverables should include:

1. Documentation of activities and analysis including systems and devices identified, open ports and services identified, vulnerabilities identified with ratings for risk associated with each vulnerability, scanning results, audit logs, etc.
2. Documentation of findings and recommendations for tactical remediation and mitigation.
3. Documentation of findings and recommendations for strategic inclusion into security program.
4. Security risk assessment report.
5. All documentation and reports in electronic format.
6. Services and/or tools to perform scans at will and training of City staff in the use of those tools.

## SECTION IV: PROPOSAL FORMAT

### A. General Instructions

All of the pages included in the Proposer Response Pages (Appendix A-1) shall be completed and submitted as part of the proposal. FAILURE TO FULLY,

## RFP for City of Fremont Network Security Assessment Services

ACCURATELY, AND LEGIBLY COMPLETE THE REQUIRED FORMS MAY RESULT IN REJECTION OF A PROPOSAL.

The completed Appendix A-1 shall be incorporated into the subsequent agreement with the successful Proposer. Accordingly, the Proposer's responses are a critically important part of a legally binding agreement concerning the capabilities of the Proposer to provide the services for the network security assessment services.

To be considered, proposals shall follow the format outlined in this section. Each proposal shall consist of the following sections:

1. Proposer Checklist
2. Proposer Background Information
3. Signature Page
4. Proposal Summary
5. Scope of Services
6. Statement of Qualifications
7. Timeline
8. Training Plan
9. Attachments, including, but not limited to, Exceptions to the RFP or to the City's standard form Service Agreement, and Proposer's Contract, if one is required.

### **B. Proposal to be Submitted to the City of Fremont**

1. Proposer Checklist (Appendix A-1, Form 1)  
This checklist has been provided to assist proposers in complying with RFP requirements. Each item on the checklist must be included in the proposal and shall be cross-referenced to the proposal page where the item is located.
2. Proposer Background Information (Appendix A-1, Form 2)  
All pages in this section must be completed and submitted on the form provided or its copy. Failure to fully, accurately, and legibly complete the form may result in proposal rejection.
3. Signature Page (Appendix A-1, Form 3)  
An individual authorized to make financial commitments on behalf of the Proposer shall sign the proposal.
4. Proposal Summary  
Proposal shall **attach an executive summary** that discusses the highlights, key features, and distinguishing points of the proposal.
5. Scope of Services  
Proposer shall **attach a narrative** containing a complete description of the scope of services (including major tasks and subtasks) that the Proposer intends to provide in order to achieve the Project objectives set forth in Section III. The Proposer may identify additional services in the

## RFP for City of Fremont Network Security Assessment Services

narrative if the Proposer believes the changes will assist the City in more efficiently and effectively meeting the City's expectations.

This narrative shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements.

6. Statement of Qualifications

Proposer shall **attach a narrative** that includes a detailed description of its organization and the experience of its employees who will be working on the network security assessment. The description must include, at a minimum, the following items:

- a. Identification of the project manager, alternate project manager, and key project team members, including organizational chart and resumes of each representative. Describe the responsibility and role of each individual regarding the project.
- b. Summary of the experience and technological expertise, including certifications of the staff who will complete the assessments.

7. Timeline

Proposer shall **attach a detailed timeline** for the entire project. The plan should include the major tasks for the scope of services described in Section III. The scheduled milestones should be expressed in terms of days or weeks from the time the Agreement is executed. It is the City's intention to execute an agreement with the successful Proposer within approximately 30 days of the proposal due date. Time is of the essence in commencing the delivery of services. The City reserves the right to determine the implementation timetable based on calendar and fiscal restraints.

8. Training

Proposer shall **attach a narrative** that describes the training that will be provided to the City's technical staff to perform scan assessments using the recommended tools and/or services.

9. Attachments

Proposer shall include the following attachments with the proposal:

- a. Exceptions – An explanation of exceptions, if any, or requested changes that Proposer has to the terms and conditions set forth in this RFP or to the City's standard form Service Agreement, attached to this RFP as Exhibit A.
- b. Proposer's Contract – A copy of Proposer's contract or other document(s) that City will be required to execute prior to Proposer's delivery of the services described in this RFP.

# RFP for City of Fremont Network Security Assessment Services

## APPENDIX A-1

### FORM 1, Page 1 of 1

## PROPOSER RESPONSE PAGES

### PROPOSER CHECKLIST

This checklist has been provided to assist Proposer in complying with RFP requirements. All items listed must be included with the proposal. To assist in proposal evaluation, Proposer shall cross-reference the required item with the applicable page in the proposal.

Proposer shall check off each item as it is assembled into the proposal, enter the page number where the item can be found in the proposal, detach the checklist from the RFP and submit it as part of the proposal.

| Item No.                                                          | Format               | Proposal Page |
|-------------------------------------------------------------------|----------------------|---------------|
| _____ Original + 3 Copies of Proposal and 1 Electronic Copy (PDF) | As specified in RFP  |               |
| _____ Proposer Checklist                                          | Appendix A-1, Form 1 | _____         |
| _____ Proposer Background Information                             | Appendix A-1, Form 2 | _____         |
| _____ Signature Page                                              | Appendix A-1, Form 3 | _____         |
| _____ Proposal Summary                                            | Narrative            | _____         |
| _____ Scope of Services                                           | Narrative            | _____         |
| _____ Statement of Qualifications                                 | Narrative            | _____         |
| _____ Timeline                                                    | Narrative            | _____         |
| _____ Training                                                    | Narrative            | _____         |
| _____ List of Exceptions (if applicable)                          | Attachment           | _____         |
| _____ Proposer's Contract (if applicable)                         | Attachment           | _____         |

**APPENDIX A-1**  
**FORM 2, Page 1 of 5**

**PROPOSER RESPONSE PAGES**  
**PROPOSER BACKGROUND INFORMATION**

**A. Company Information**

Company Name: \_\_\_\_\_

Local Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number (Voice): \_\_\_\_\_  
Telephone Number (Fax): \_\_\_\_\_

Headquarters: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number (Voice): \_\_\_\_\_  
Telephone Number (Fax): \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_

Location: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number (Voice): \_\_\_\_\_  
Telephone Number (Fax): \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**APPENDIX A-1**

**FORM 2, Page 2 of 5**

**PROPOSER RESPONSE PAGES**

**PROPOSER BACKGROUND INFORMATION**

**B. Company Background**

1. How many years has the company performed network security assessments similar to the Scope of Services in this RFP? \_\_\_\_\_ Years
2. How many years has the company been a PCI Standards Security Council Approved Scanning Vendor? \_\_\_\_\_ Years
3. Location of office from which service will be provided to the City of Fremont.  
\_\_\_\_\_  
\_\_\_\_\_
4. How many years has the office that will provide services to the City been open? \_\_\_\_\_ Years
5. How many employees does the company have?
  - a. Nationwide: \_\_\_\_\_ Employees
  - b. Office serving the City: \_\_\_\_\_ Employees
  - c. Professional/technical personnel in office serving City: \_\_\_\_\_ Employees
  - d. Total number of clients currently supported by office that will serve the City: \_\_\_\_\_ Clients

**APPENDIX A-1**

**FORM 2, Page 3 of 5**

**PROPOSER RESPONSE PAGES**

**PROPOSER BACKGROUND INFORMATION**

**B. Company Background (continued)**

6. Please complete the following information for projects similar to the scope of services described in this RFP. Network security assessment services provided for other municipal or governmental agencies are highly desirable. The City reserves the right to contact any of the Proposer's clients as deemed necessary during the evaluation process.

**PLEASE SUBMIT A COMPLETE LIST OF AT LEAST SIX (6) CLIENTS.**

**Client List**

|     | <b>Agency Name</b> | <b>Address of Agency</b> | <b>Agency Population</b> | <b>Contact Name</b> | <b>Phone Number</b> |
|-----|--------------------|--------------------------|--------------------------|---------------------|---------------------|
| 1.  |                    |                          |                          |                     |                     |
| 2.  |                    |                          |                          |                     |                     |
| 3.  |                    |                          |                          |                     |                     |
| 4.  |                    |                          |                          |                     |                     |
| 5.  |                    |                          |                          |                     |                     |
| 6.  |                    |                          |                          |                     |                     |
| 7.  |                    |                          |                          |                     |                     |
| 8.  |                    |                          |                          |                     |                     |
| 9.  |                    |                          |                          |                     |                     |
| 10. |                    |                          |                          |                     |                     |
| 11. |                    |                          |                          |                     |                     |
| 12. |                    |                          |                          |                     |                     |

**APPENDIX A-1****FORM 2, Page 4 of 5****PROPOSER RESPONSE PAGES****PROPOSER BACKGROUND INFORMATION****C. References**

Complete the following information for a minimum of three (3) agencies in municipal, county, state or federal governments for which Proposer has provided a comparable network security assessment and scanning service during the past three (3) years. References may or may not be reviewed or contacted at the discretion of the City. The City reserves the right to contact references other than, and/or in addition to, those provided by Proposers. The City shall not provide information received from references to Proposers.

***Reference 1***

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| Agency Name:                                                                          |  |
| Department Name:                                                                      |  |
| Address:                                                                              |  |
| Contact Person:                                                                       |  |
| Title:                                                                                |  |
| Telephone Number:                                                                     |  |
| Approximate City (Agency) Population:                                                 |  |
| General Description of Scope of Work<br>for Network Security Assessment:              |  |
| Time Frame for Provision of Services<br>from Date of Contract Award to<br>Completion: |  |
| Completion Date for Services Provided:                                                |  |
|                                                                                       |  |

RFP for City of Fremont Network Security Assessment Services

**APPENDIX A-1**

**FORM 2, Page 5 of 5**

**PROPOSER RESPONSE PAGES**

**PROPOSER BACKGROUND INFORMATION**

**C. References (continued)**

***Reference 2***

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| Agency Name:                                                                          |  |
| Department Name:                                                                      |  |
| Address:                                                                              |  |
| Contact Person:                                                                       |  |
| Title:                                                                                |  |
| Telephone Number:                                                                     |  |
| Approximate City (Agency) Population:                                                 |  |
| General Description of Scope of Work<br>for Network Security Assessment:              |  |
| Time Frame for Provision of Services<br>from Date of Contract Award to<br>Completion: |  |
| Completion Date for Services Provided:                                                |  |
|                                                                                       |  |

***Reference 3***

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| Agency Name:                                                                          |  |
| Department Name:                                                                      |  |
| Address:                                                                              |  |
| Contact Person:                                                                       |  |
| Title:                                                                                |  |
| Telephone Number:                                                                     |  |
| Approximate City (Agency) Population:                                                 |  |
| General Description of Scope of Work<br>for Network Security Assessment:              |  |
| Time Frame for Provision of Services<br>from Date of Contract Award to<br>Completion: |  |
| Completion Date for Services Provided:                                                |  |
|                                                                                       |  |

RFP for City of Fremont Network Security Assessment Services

**APPENDIX A-1**

**FORM 3, Page 1 of 1**

**PROPOSER RESPONSE PAGES**

**SIGNATURE PAGE**

PROPOSAL SUBMITTED BY:

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_  
(Print or Type above: Name and Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Telephone)

**ADDENDUM RECEIPT**

The receipt of the following addenda to the RFP, if issued, is hereby acknowledged:

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

RFP for City of Fremont Network Security Assessment Services

**APPENDIX A-1**  
**FORM 4, Page 1 of 5**

**PROPOSER RESPONSE PAGES**  
**PRICING PAGE**

The Pricing Page must itemize the cost to the City for all services to perform the scope of services outlined in Section III. A narrative may be attached to clarify any pricing data submitted.

**PROJECT COST**

- |    |                                        |          |
|----|----------------------------------------|----------|
| 1. | Initial Network Security Assessment    |          |
| a. | External Audit                         |          |
|    | # of Hours _____                       | \$ _____ |
| b. | Internal Audit                         |          |
|    | # of Hours _____                       | \$ _____ |
| 2. | Ongoing Network Security Scan Services | \$ _____ |
| 3. | Other: _____                           | \$ _____ |
| 4. | Other: _____                           | \$ _____ |
| 5. | Other: _____                           | \$ _____ |
|    | TOTAL PROJECT COSTS                    | \$ _____ |

**EXHIBIT A**

**SERVICE AGREEMENT**

**[\*\*INSERT #1\*\*]**\_\_\_\_\_

This Service Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter "City"), and [\*\*INSERT #10\*\*] name of business and description of legal entity, i.e. LLC, Partnership, Corporation, etc.]\_\_\_\_\_, (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the "parties."

**RECITALS**

- A.** City requested a proposal from Consultant to perform the services generally including: [\*\*INSERT #6\*\*]Describe services]\_\_\_\_\_
- B.** In response to the City's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit "A," in return for the compensation described in this Agreement and Exhibit "B."
- C.** In reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C," the City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.
- 2. TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay,

and not later than the date on which performance is due.

### **3. PAYMENT.**

**3(A). Billing.** In order to request payment, Consultant shall submit monthly invoices to the City identifying the services performed and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference). The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

**3(B). "Not to Exceed" Compensation.** The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed \$[\*\*\*INSERT 11A\*\*\*]\_\_\_\_\_. Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation payable to the Consultant under this Agreement shall not exceed \$[\*\*\*INSERT 11B\*\*\*]\_\_\_\_\_.

**3(C). Consultant's Failure to Perform.** In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant's payment).

### **4. AUTHORIZED REPRESENTATIVES.**

**4(A). Consultant's Authorized Representative.** Consultant understands that, in entering into this Agreement, the City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any) identified in Exhibit "C," attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative, or any of the personnel or subconsultants identified in Exhibit "C," without the prior written consent of the City. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant's Authorized Representative, as identified in Exhibit "C."

**4(B). City's Authorized Representative.** For the performance of services under this Agreement, the Consultant shall take direction from the City's Authorized Representative: [\*\*\*INSERT 2\*\*\*]\_\_\_\_\_, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

**5. INFORMATION AND DOCUMENTATION.**

**5(A). Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City's possession.

**5(B). Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultant invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

**5(C). Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("work product"), whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand by the City. Consultant shall have a right to make and keep copies of the work product. Consultant shall not reveal the work product, or make it available, to any third party without the prior written consent of the City.

**6. RELATIONSHIP BETWEEN THE PARTIES.** Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

**7. CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by the City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial

RFP for City of Fremont Network Security Assessment Services

disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Consultant's conflicting interest may be terminated by the City.

- 8. NONDISCRIMINATION.** Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
- 9. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
- 10. BUSINESS LICENSE.** The Consultant shall apply for and pay the business tax and registration tax for a business license, in accordance with Fremont Municipal Code title V, chapter 1, section 5-1100, *et seq.*
- 11. INSURANCE.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, subconsultants, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

  - 11(A). Minimum Insurance Levels.** Consultant shall maintain insurance at the following minimum levels:

    - 11(A)(1). Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**11(A)(2). Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

**11(A)(3). Workers’ Compensation** coverage as required by the State of California.

**11(A)(4). Professional Liability** coverage for damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

**11(B). Endorsements.** The insurance policies shall be endorsed as follows:

**11(B)(1).** For the commercial general liability insurance, the City (including its elected officials, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 11 85.

**11(B)(2).** Consultant's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

**11(B)(3).** Consultant’s insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City.

**11(C). Qualifications of Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best’s rating of not less than “A:VII.”

**12. REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager’s office by telephone at 510-284-4050, and Consultant shall promptly submit to the City’s Risk Manager and the City’s Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

**13. INDEMNIFICATION.** Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney’s fees) resulting or arising from performance, or failure to perform, under this Agreement.

- 14. TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit “A” and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit “B” or the maximum amount authorized under paragraph 3 of this Agreement.
- 15. DEFAULT.** If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.
- 16. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party’s Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

**TO: City**

*Attn: [\*\*\*INSERT 12A\*\*\*]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To: Consultant**

*Attn:[\*\*\*INSERT 12B\*\*\*]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 17. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

- 18. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 19. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
- 20. ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- 21. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 22. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 23. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 24. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 24. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

RFP for City of Fremont Network Security Assessment Services

**25. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF,** the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT

CONSULTANT [see selection  
below]

[\*\* INSERT FULL LEGAL NAME\*\*]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

[see sample below for Pre-Approved as to Form if Unmodified & \$25,000 or Less]

\_\_\_\_\_

By:

Title: City Attorney

1.

\*\*\*\*\*

[PLEASE SELECT THE APPROPRIATE SIGNATURE BLOCK FROM THE FOLLOWING  
SAMPLES]

**CORPORATIONS**

XYZ Land Development Inc,  
a California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

(needs to be officer from the operations side:

**APPROVED AS TO FORM**

(Pre-Approved As to Form If Unmodified &  
\$25,000 or Less):

By: \_\_\_\_\_

Title: City Attorney

## RFP for City of Fremont Network Security Assessment Services

President, CEO, Vice President)

By: \_\_\_\_\_

Its: \_\_\_\_\_

(needs to be officer from the finance side: treasurer, CFO, secretary)

One corporate signature is acceptable if the person is an officer if the signature is notarized (although we would like you to ask for a corporate resolution showing that person is authorized to sign). A single signature where the person is not a corporate officer – eg general manager, etc – must be supported by a corporate resolution indicating that person has been delegated authority to sign contracts on behalf of the corporation

### **GENERAL PARTNERSHIPS**

XYZ Land Development,  
a California general partnership

By: \_\_\_\_\_

Its: General Partner

### **LIMITED PARTNERSHIPS**

XYZ Land Development, LLP,  
A California limited partnership

By: \_\_\_\_\_

Its: General Partner (need limited partnership agreement or certificate filed with state showing the person or entity is the general partner)

In many cases the general partner will be a corporation so the signature block would look like this:

XYZ Land Development, LP,  
A California limited partnership

By: ABC Developers, Inc,  
a California corporation

Its: General Partner

By: \_\_\_\_\_

Its: President, CEO, VP

By: \_\_\_\_\_

RFP for City of Fremont Network Security Assessment Services

Its: Secretary, Treasurer, CFO

**LIMITED LIABILITY COMPANY**

XYZ Land Development, LLC,  
a California Limited Liability Company

By: \_\_\_\_\_

Its: Managing Member (we need to see the operating agreement or certificate filed with secretary of state showing the person or entity is the managing member)

If the Managing Member is not an individual, but is a business entity then you would indent the signature block for the appropriate persons to sign as in the example for the limited partnership above.