



Request for Proposal (RFP) for an Information Technology Security Audit

City of Durham

October 2015

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10. Date of RFP: October 5th, 2015

20. Project Manager and Contact with City; Questions about this RFP. Direct questions and concerns to:

Anthony Pergolotti
Technology Solutions Department
101 City Hall – 4th Floor
Durham, NC 27701

Phone: 919-560-4122 ext. 33236
Email: anthony.pergolotti@durhamnc.gov

If you have concerns about this RFP that you believe are not being addressed by the project manager, please contact

Kerry Goode, TS Director/CIO
Technology Solutions Department
Phone: 919- 560-4122 ext. 33248
Email: kerry.goode@durhamnc.gov

DESCRIPTION OF PROJECT AND NATURE OF RFP

30. Project. The City of Durham desires to enter into a fixed fee contract for services to conduct an Information Technology (IT) Security Audit on the City's enterprise IT environment.

It is best practice to conduct an annual information technology (IT) security audit to assess the effectiveness of an organization's IT security. Recently, there have been national headlines that reported many successful cyber attacks greatly impacting organizations both in the private and public sectors. It is pertinent that the City of Durham understand its vulnerabilities in its IT security infrastructure. By showing due diligence in identifying and correcting gaps in IT security, the risk of an IT security breach is reduced.

The IT Security Audit should be conducted according to leading best practice standards and utilize innovative ideas for identification and remediation.

40. Scope of Work. The following section details the scope of work and requirements of the City of Durham but is meant as an initial guide for the proposal. The City is looking for a comprehensive and best practice Security Audit to include, but not limited to, the areas of concern below. Any additional materials and documentation can be referenced and attached with your submission.

Minimum requirements of IT Security Audit

- External vulnerabilities.
- Internal vulnerabilities.

- Compliance regulations.
- Required staff (with the right skillset) needed to perform security such as monitoring and maintenance of systems security.

45. City IT Standards. The City has Information Technology Standards for governance and regulatory compliance for applications within its portfolio.

50. Compensation Amount and Schedule.

The timing of the payment or payments will be determined by a contract based on the project scope of work and budget. Provide separate pricing for the following, regardless of whether the items will be bundled:

- Fixed price proposal for completed Security Audit.
- Additional requirements or services.

Contractor will indicate which items are optional.

60. Definitions in this RFP: City, RFP, Proposal, Candidate, Contractor, Should. Unless the context indicates otherwise – (a) the expressions “RFP,” “this RFP,” and “the RFP” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFP. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFP says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

70. Contract. The City anticipates that the conclusion of the RFP process will be a contract between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFP. The contract requires compliance by the contractor and its subcontractors with respect to the N. C. E-Verify law. Please see section 330, which is titled “E-Verify Compliance.”

80. Trade Secrets and Confidentiality. As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.

Definitions.

In this section (Trade Secrets and Confidentiality) –

The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate’s proposal.

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “trade secrets” in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may

- (1) decline the request for access,
- (2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or
- (3) notify the candidate of the request and that the City intends to decline the request.

Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) below.

(c) Defense of City. If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above

and for considering the candidate's proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnities from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnities with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney.

Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnities" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnities" does not include the candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

Bonds. *No fidelity bond, performance bond, or payment bond is required for this contract.*

100. Insurance. Depending on the nature of the approved project, the City of Durham Office of Risk Management may require the candidate to carry insurance for the project, with the City named as an "additional insured." The project contract will include any necessary insurance requirements which shall be the responsibility of the candidate. It is recommended that candidates indicate in their proposal what insurance they have.

Discretion of the City.

- A. The City of Durham reserves the right to reject any or all proposals.
- B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFP, including the SDBE portions.
- C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).
- D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

SCHEDULE

120. Schedule.

Task	Date
Solicitation of proposals from Candidates by the City of Durham	October 5, 2015
RFP application deadline	November 6, 2015
Estimated Selection process	January 2016

This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days.

130. Keeping Proposals Open. All proposals will remain open and valid for the City to accept for a period of 14 days after the deadline for submission of proposals. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the proposal will not meet the City's needs.

140. Deadline to Submit Proposals. Candidates should see that their proposals are received at the following address by November 6, 2015 at 5:00 pm ET:

Attn: Anthony Pergolotti
Technology Solutions Department
101 City Hall – 4th Floor
Durham, NC 27701

GETTING MORE INFORMATION ON THE PROJECT AND RFP PROCESS

150. Questions. Questions about the RFP and the RFP process should be submitted to the project manager identified at the beginning of this RFP.

170. Updates and revisions to RFP. If you have supplied the Project Manager with your preferred method of contact (email, fax, etc.), updates to this RFP ("addendums" or "addenda") will be sent to you in that manner. This RFP and addendums are normally posted on the City's website, on the Purchasing Division's webpage, at <http://durhamnc.gov/bids.aspx>. Check that webpage to see that you have received all addenda.

EVALUATION CRITERIA

180. Evaluation Criteria. If an award is made, it is expected that the City's award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost.

CONTENTS OF PROPOSAL

240. Contents of Proposal.

The proposal should include sections, numbered as follows:

1. **Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.
2. **Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.
3. **Qualifications, References, and Licenses.** This part should include the candidate's experience on similar projects and include references and how to contact them.
4. **List the candidate's current licenses** that are pertinent to this project (government performance management software).
5. **Project Team, Location of Work, and Subcontracting.** State the names and qualifications of the individuals who will have responsibility for this project.
6. **Detailed response to the requirements section** (Section 40). Please use format provided in section 280.
7. **Methods, Procedures and Implementation Plan.** Include the work break down structure for this project.
8. **Compensation.** Explain the entire compensation arrangement that you propose.
9. **Assumptions regarding City of Durham Actions and Participation.** If your proposal assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.

10. **SDBE Participation.** Please find, complete and attach the SDBE forms (Exhibit A) for this RFP.

For help, call the City's Department of Equal Opportunity/Equity Assurance (EO/EA) at (919) 560-4180.

11. **Financial Condition, Insurance, and Bonds.** The City may reject proposals from candidates that are overdue on City property taxes.

12. **Conflict of Interest.** If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.

12. **Non-collusion.** This RFP constitutes an invitation to bid or propose. Sign the attached Non-Collusion Affidavit (Exhibit B) and include it with your response.

COVER LETTER WITH PROPOSAL

250. Cover letter. The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:

The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Durham's Request for Proposals.

Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFP titled "Trade Secrets and Confidentiality," the City may treat everything it receives from the candidate as NOT trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.

A. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFP titled "Trade Secrets and Confidentiality," including all of its subsections, including the subsection titled "Defense of City." The candidate acknowledges that the City will rely on the preceding sentence.

-or-

B. The candidate is not submitting any trade secrets to the City in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the City in connection with this proposal or the contract. The candidate acknowledges that the City will rely on the preceding sentence.

A. This proposal is an offer that cannot be revoked before 60 days. The City may allow the candidate to withdraw the offer by sending written withdrawal permission that refers specifically to this provision.

-or-

B. This proposal is not an offer, and the candidate retains the right to decline to enter into a contract with the City for this project.

260. Addendums. *The cover letter should list the last addendum that the City issues for this RFP, with a statement such as the undersigned candidate has read all the addendums issued by the City for this RFP, through and including Addendum No. _____. In that blank the candidate should list the number of the last addendum.*

HOW TO SUBMIT A PROPOSAL

270. How to submit a proposal.

Candidates should submit their proposals to the Project Manager at the following address:

Attn: Anthony Pergolotti
Technology Solutions Department
101 City Hall – 4th Floor
Durham, NC 27701

280. Format. Please provide response in appropriate business format.

290. Alternative Proposals. If you wish to submit a proposal that does not comply with the City's standards and expectations, consider submitting two proposals: a proposal that complies, plus a proposal that does not comply, so that your "non-compliant" version can be considered as an alternative if the City is interested. This will allow your compliant version to be considered if the City remains steadfast on applying the standards and expectations.

300. Candidate to Bear Expense; No Claims against City. No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City's failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFP process or did not submit a proposal that complied with the RFP. A notice of award will not constitute acceptance by the City; the City's only method of acceptance is the City's execution of a formal contract in accordance with law.

310. Notice Under the Americans with Disabilities Act (ADA). The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should

contact Ms. Stacey Poston, ADA Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or Stacey.Poston@durhamnc.gov, as soon as possible but no later than 48 hours before the scheduled event.

320. E-Verify Compliance. The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

--- End of RFP ---



CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROCUREMENT FORMS

Revised 06/08



Mailing Address:

**101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180
Facsimile: 919-560-4513**

Street Address:

**101 City Hall Plaza (Annex)
Durham, North Carolina 27701**

Small Disadvantaged Business Enterprise Ordinance SDBE Procurement Documentation

If applicable information is not submitted with your bid, your bid will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your bid.

Managerial Profile must be used to list the managerial persons in your work force who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your bid.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

COMPLETE THIS FORM
DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:

2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:

3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/vendors; and
- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.

Date

Authorized Signature

COMPLETE THIS FORM
Managerial Profile

Name of Firm: _____

Contact person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Minority and Women Business Enterprises Ordinance.

Managerial Employees

<u>NAME</u> <u>MINORITY/WOMAN</u>	<u>POSITION</u>	<u>(YES/NO)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*"Minority" means an individual who is a citizen or lawful permanent resident of the United States and who is a "Black American", a person having origins in any of the Black racial groups of Africa. On building contracts, construction over \$100,000.00 or federally funded projects, the federal and/or state definitions apply.

COMPLETE THIS FORM

EQUAL OPPORTUNITY STATEMENT

COMPLETE THIS FORM OR ATTACH COMPUTERIZE FORM

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

M-----a-----l-----e-----s

F-----e-----m-----a-----l-----e-----

---S

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)

M-----a-----l-----e-----s

F-----e-----m-----a-----l-----e-----

---S

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Exhibit B

Non-Collusive Affidavit

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, proposals or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature

Title

Name of Organization