

REQUEST FOR PROPOSALS
MANAGED DETECTION AND RESPONSE SOFTWARE AND RELATED
SERVICES
FOR THE
CITY OF TUPELO, MISSISSIPPI



RFP No. 2024- 067BA

Description: Managed Detection and Response Software and Services

Deadline for submission: 3:00 p.m., December 10, 2024

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi (hereinafter “the CITY) will receive written sealed proposals (RFP) until the hour of 3:00 o’clock P.M. local time on Tuesday, December 10, 2024 at the Tax Collection Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for Managed Detection and Response Solutions. Documents, including the full Request for Proposal, Specifications and Exhibits may be obtained by visiting www.tupeloMSbids.com.

Any questions should be directed in writing/email to the Owner’s project manager below prior to the deadline between the hours of 8:00a.m. and 4:00p.m. Monday through Friday, excepting certain holidays.

Owner’s Project Manager:

City of Tupelo

Attn: David King, Technology Manager

71 East Troy Street, Tupelo, MS 38804,

662-841-6456

david.king@tupeloms.gov

Interested firms are required to submit five (5) copies of their response clearly marked “Request for Proposals – Managed Detection and Response 2024-067BA” and should be received no later than 3:00 p.m. on Tuesday December 10, 2024, in the office of the City Clerk, City Hall 1st Floor Tax Collection Office, 71 East Troy Street, Tupelo MS, 38804. Online and/or email submission will not be accepted. All submittals shall have bid title, company name and address information all clearly indicated on the outside of the sealed envelope or container. Submittals without this information may be rejected. The City of Tupelo is not responsible for any submission delivery being delayed for any reason. Respondents are also responsible for including in their response all additional information as required by the full text of the RFP.

As determined by the selection committee from acceptable proposers, award will be made by the City Council to the best and final proposal. The City Council reserves the right to reject any and all proposals and to waive any irregularities or informalities not violative of statute or not affecting competitive selection.

The City of Tupelo, Mississippi is an Equal Opportunity Employer. The City encourages Minority-owned Business Enterprises (MBE’s) and Women-owned Business Enterprises (WBE’s) to submit bids. This bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

BY: s/b Traci Dillard

TRACI DILLARD, City Purchasing Clerk

Publish Dates: 11/19/24 and 11/26/24 in the NE Mississippi Daily Journal.

*City of Tupelo
Managed Detection
and Response RFP
2024-067BA*

PART I. INTRODUCTION AND GENERAL INFORMATION FOR THE VENDOR

Purpose

City of Tupelo is seeking proposals from well qualified vendors for a Managed Detection and Response solution software and related services (Security Operations Center “SOC as a Service”). This Request for Proposal (RFP) provides interested vendors with sufficient information to adequately prepare and submit proposals for consideration.

Issuing Office

This RFP is issued by the City of Tupelo, Mississippi. Listed below are the necessary contacts for information concerning this RFP:

David King– Main Point of Contact
City of Tupelo Technology Services
(662)841.6417
David.King@tupeloms.gov

Traci Dillard – Purchasing Point of Contact
City of Tupelo Purchasing/Accounts Payable Manager
(662)841.6456
Traci.Dillard@tupeloms.gov

Scope

The scope of this RFP is limited to the requirements of products and services for deployment at City of Tupelo. This RFP contains instructions governing the proposals to be submitted and materials to be included therein; requirements which must be met to be eligible for consideration; description of required system and general evaluation criteria; vendor’s responsibilities before and after installation; and other requirements to be met by each proposal.

Network information will be given upon request and verification of vendor

Rejection of Proposals

City of Tupelo reserves the right to, at any time and in its sole discretion, reject any and all proposals received as a result of this request, or to negotiate separately with any and all competing vendors.

Schedule

11/19/24	RFP Released
12/3/24	RFP Questions/Inquiries Due
12/5/24	Answers to RFP Inquiries Returned
12/10/24	RFP Due
12/17/24	Award RFP

Standard Contract

Negotiations will be undertaken with the vendor whose proposal best meets the needs of City of Tupelo. These negotiations with City of Tupelo will result in a formal contract between the parties for a term of 3-years. The contract entered because of this will be a maximum price contract with a not-to-exceed amount from which the vendor shall be paid for the effort expended, the products delivered, and/or services provided.

The contract will contain, but is not limited to, the following terms and conditions: Mandatory Addendum to all City of Tupelo Contracts. Notwithstanding the foregoing, the terms and conditions of the contract will be conditioned for actual scheduled work segments, such as phased implementations and payments, deliverables, and total completion.

If, in the opinion of City of Tupelo, contract negotiations with the selected vendor cannot be concluded within a reasonable time frame following the selected vendor's receipt of a draft contract, City of Tupelo may, in its discretion, immediately discontinue negotiations with the selected vendor and commence negotiations with the vendor who received the next highest consideration.

It is anticipated that the contract term will commence on January 1, 2025.

Incurring Costs

City of Tupelo is not liable for any costs or expenses incurred by the vendors in the preparation of their proposals or meetings prior to award of this RFP.

Benchmark, Demonstration, and/or Oral Presentation

City of Tupelo reserves the right to require, and the vendor should plan to perform, prior to the selection of a proposal, an oral presentation on any hardware, software, support services, or any other capabilities included in the proposal. If City of Tupelo determines that an oral presentation is required, City of Tupelo will not be responsible for any travel and/or accommodation costs. A member of City of Tupelo Evaluation Committee may schedule these presentations. The inability of the vendor to conduct the oral presentation within ten (10) working days of written notification by the RFP Evaluation Committee Chairperson may result in disqualification. Quotation of future products, provided that delivery will meet proposed implementation deadlines, is allowed but should be noted in the proposal response, including projected delivery dates.

Addenda to the RFP

If it becomes necessary to revise any part of this RFP, addenda will be provided to all vendors who received the original RFP. All addenda will become part of this RFP.

PART II. REQUIREMENTS

- Provide a fast track for time to value for improving City of Tupelo security posture
- Provide support for audit compliance and reporting including audit support and complete SOC services
- Centralization of security logs for correlation and analysis
- Broad vendor agnostic visibility across all Network, Cloud and Endpoints
- 24x7 coverage looking for vulnerabilities, system misconfigurations, and account takeover exposure on the dark web
- Proactively detect and respond to critical security incidents within minutes to prevent the spread of threats.
- Limit wasted time chasing down alerts and false positives
- Unlimited Log Sources and Capacity
- Development of customized Remediation Playbook based on incidents
- Service Assurance; In the event of a cyberattack, vendor will provide financial assistance for recovery activities, legal, regulatory expenses and other associated business cost.
- Security Awareness training

PART III. INFORMATION REQUIRED FROM VENDOR

Guidelines—Proposal Response

To be considered for evaluation, vendor’s proposal must:

- Must meet all requirements in Part II.
- Submit five (5) copies of your proposal no later than 3:00 pm on December 10, 2024, to the address below:
- Proposals should be marked with company name and address and shall have printed “City of Tupelo Managed Detection and Response RFP 2024-067BA” on outside of the package.

Proposals shall be received by:

Traci Dillard, City Purchasing Agent

PO Box 1485/38802

71 East Troy Street 38804

Tupelo, MS

Traci.Dillard@tupeloms.gov

Proposals are to consist of the following sections:

- Cover Letter
- Executive Summary
- RFP Question & Answer (*See* Excel file titled “MDR RFP Questionnaire”)
- An Appendix containing any vendor supplied material to support the proposal, including product datasheets, case studies or other relevant brochure material.
- A timeline of implementation and training.
- Provide not less than three (3) references and a listing of government clients.
- Provide company information including, but not limited to, relevant services performed in-house.
- Warranties and sureties associated with the proposed services.
- All other information necessary to adequately score the respondent based on the scoring criteria detailed below.

Ongoing Cost

Yearly Maintenance/Licensing

For budgetary purposes, any ongoing cost will also be estimated for a period covering 3 years. This includes optional hardware maintenance and licenses.

Selection Process

Responses will be scored based on the following evaluation factors:

1. Price (35%)
2. Technical factors (30%)
 - a. Does the offeror’s proposal demonstrate a clear understanding of the scope of work and related objectives?
 - b. Is the offeror’s proposal complete and responsive to the specific request for proposals requirements?
 - c. Has the past performance of the offeror’s proposal been documented?
 - d. Does the offeror’s proposal use innovative technology and techniques?
3. Management factors (15%)

- a. Project management:
 - i. How well does the proposed scheduling timeline meet the needs of the soliciting agency?
 - ii. Is there a project management plan?
 - b. History and experience in performing the work:
 - i. Does the offeror document a record of reliability of timely delivery and on-time and on-budget implementation?
 - ii. Does the offeror demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
 - iii. Does the offeror document industry or program experience?
 - iv. Does the offeror have a record of poor business ethics?
 - c. Availability of personnel, facilities, equipment and other resources:
 - i. To what extent does the offeror rely on in-house resources vs. contracted resources?
 - ii. Are the availability of in-house and contract resources documented?
 - d. Qualification and experience of personnel:
 - i. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
 - ii. Does the offeror demonstrate cultural sensitivity in hiring and training staff?
4. Cost factors (20%)
- a. Cost of goods to be provided or services to be performed:
 - i. Relative cost: How does the cost compare to other similarly scored proposals?
 - ii. Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?
 - b. Assurances of performance:
 - i. If required, are suitable bonds, warranties or guarantees provided?
 - ii. Does the proposal include quality control and assurance programs?
 - c. Offeror's financial stability and strength: Does the offeror have sufficient financial resources to meet its obligations?

The selection committee will deem the proposals as (a) acceptable; (b) potentially acceptable, which means reasonably susceptible of being made acceptable; or (c) unacceptable. Proposers whose submissions are unacceptable shall be notified promptly.

Discussions may be held with acceptable proposers to: (a) promote understanding of the city's requirements and the proposer's submission and (b) facilitate arriving at a contract that will be the most practicable and advantageous to the city, taking into consideration price and the other evaluation factors set forth in the RFP.

PART IV. CITY OF TUPELO MANDATORY TERMS AND CONDITIONS

Mandatory Addendum to
All City of Tupelo Contracts
October 28, 2022

The City of Tupelo (hereinafter “TUPELO”), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1;
City of Jackson v. Wallace, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice.
Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)