

RENEWAL and AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF MONTEREY AND OPTIV;
COUNTY OF MONTEREY CONSENT TO ASSUMPTION
OF AGREEMENT BY OPTIV FROM ACCUVANT

WHEREAS, Accuvant Inc., a Delaware Corporation, and the County of Monterey (County)" previously entered into an agreement, No. A-12662 ("the Agreement"), for the provision of consulting services to migrate existing firewall systems to a pair of Palo Alto Network (PAN) PA 5050 appliances; and

WHEREAS, effective July 1, 2015, Accuvant Inc., merged with and into Fishnet, a Delaware Corporation, with Fishnet being the surviving entity; and

WHEREAS, Fishnet changed its name to Optiv Security Inc. (Optiv), a Delaware corporation; and

WHEREAS, Optiv represents that it is bound, and considers itself bound, under Delaware law, to the Agreement executed by Accuvant, Inc. and Optiv seeks County's consent to its assumption of the Agreement; and

WHEREAS, County is willing to consent to Optiv's assumption of the Agreement; and

WHEREAS the Agreement expired on September 31, 2015; and

WHEREAS, Optiv provided County with professional services pursuant to the Agreement thereafter; and

WHEREAS, County and Optiv wish to renew and amend the Agreement, to extend the term by six (6) months, from October 1, 2015 through March 31, 2016.

NOW THEREFORE,

County and Optiv agree as follows:

1. The Agreement is hereby renewed on all terms previously agreed to and as amended below.
2. Section 3, "Term of Agreement, is amended by removing "*The term of this Agreement is from March 31, 2015 to September 31, 2015 unless sooner terminated pursuant to the terms of this Agreement,*" and replacing it with "*The term of this Agreement is from March 31, 2015 to March 31, 2016, unless sooner terminated pursuant to the terms of this Agreement.*"
3. Section 4, "Additional Provisions/Exhibits": The Scope of Services, Exhibit A shall be replaced with Exhibit A-1.

4. Exhibit A-1, page 5 of the Scope of Services, shall increase the term of the Agreement as set forth above, through March 31, 2016.

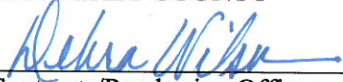
5. Exhibit A-1, Section IV, "Payment Provisions," shall be amended by removing "For the services described in this agreement within the term specified above, the maximum obligation of the County will be \$42,700" and replacing it with "For the services described in this Agreement within the term specified above, the maximum obligation of the County will be \$42,100."

6. A copy of this Renewal and Amendment No.1 shall be attached to the original Agreement dated April 13, 2015.

7. By its signature below, County consents to Optiv's assumption of the obligations of the Agreement, effective July 1, 2015.


IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY



Contracts/Purchasing Officer

Dated: 3/1/2016

Approved as to Fiscal Provisions:


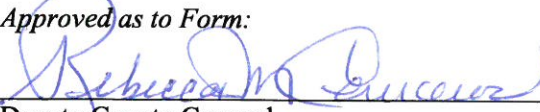
Deputy Auditor/Controller

Dated: 1-15-16

Approved as to Liability Provisions:

Risk Management

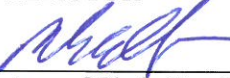
Dated: _____

Approved as to Form:


Deputy County Counsel

Dated: Jan 15, 2016

CONTRACTOR

By: 

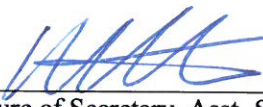
Signature of Chair, President, or
Vice-President

Mark Williams, President

Printed Name and Title

Dated: _____

PS 01.08.2016

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

William H. Croutch, Secretary

Printed Name and Title

Dated: _____

PS 01.08.2016

EXHIBIT A-1
SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Service Delivery Site

The service delivery site will be the Monterey County Information Technology Department, 1590 Moffett St, Salinas, California 93905.

II. Scope of Services

This scope of work is divided into three (3) phases.

Phase I

Contractor shall provide consulting services to assist with the implementation, configuration and optimization of the Palo Alto 5050 appliances. Contractor may utilize a subcontractor to perform services covered under this Agreement only if (1) the County has been notified in advance of the identity of the suggested subcontractor and the services the subcontractor will perform and (2) the County agrees to performance of the specified services by the subcontractor in question in writing. Detailed scope of deliverables listed below:

Task	Description	Onsite?
Pre Engagement		
Planning & Environment Review	Validate provided design to ensure it meets the project objectives. <ul style="list-style-type: none"> • Perform a high-level review of the network environments in order to ensure that the planned placement of security devices will provide the required functionality. • Understand where traffic is flowing and ensure proper visibility into the contents of communications in these environments. 	Remote
Kick-off Call	Introduce the project team, review project objectives and strategy, and confirm the project plan and each team member's responsibilities. <ul style="list-style-type: none"> • Introductions of team members and their role in the project. • A review of the project's success criteria. • A detailed walkthrough of the project plan, assigning dates and times of deliverables, status reporting requirements, and any change control impacts. • Confirming that the Contractor understands its point(s) of contact and has all of the necessary materials and access to begin its work. 	Remote

Planning Phase		
Review Architecture and Network Diagram	Review current network diagram as related to the firewall's intended deployment. Ensure the purchased equipment meets the specifications and requirements of the provided architecture.	Remote
Review existing firewall rules/policies	Review the existing firewall rule set to prepare the policy that will be migrated or recreated on the new platform.	Remote
Identify IP addressing Scheme	Identify and document IP addresses, subnet masks and routing configurations for each firewall hardware and virtual interface.	Remote
Develop NAT configuration	Identify and document address translation configurations for hardware interfaces that will require NAT rules.	Remote
Develop Application Layer Filter configuration	Develop the application layer filtering configuration to be applied based on security policy and defined requirements.	Remote
Develop user profile configuration	Create the user profile scheme to be applied to the new deployment.	Remote
Configuration Phase		
Configure firewall policy	Apply the firewall rules based on the previously deployed system or newly created policy. The base firewall rule set will be configured based on Vendor, Industry and Contractor's standards and best practices.	Onsite
Configure NAT rules	Apply the developed NAT configuration to the specified interfaces.	Onsite
Configure application layer filtering	Apply the application layer filtering configuration.	Onsite
Configure device logging	Configure logging for the firewalls on the management console and external logging system as specified by the client.	Onsite
Deployment Phase		
Work with client Change Control	Initiate applicable change control procedures to permit installation of the software, hardware and configuration of devices.	Remote
Move firewalls into production	Activate the new firewalls in the production environment.	Onsite
Testing Phase		
Basic device config testing	Test the basic functionality and connectivity of all deployed devices.	Remote
Enforcement rule testing	Route test traffic through the new environment and test the various rules to ensure they are functioning as designed.	Remote
Translation rule testing	Ensure traffic passing between networks is translated to the IP address scheme in the developed NAT configuration.	Remote

User testing	Test user authentication for administration and remote access.	Remote
External logging testing	Ensure logs are being recorded and stored to the appropriate systems based on the developed logging configuration.	Remote
Failover testing	Test the failover of HA firewall enforcement points.	Remote
Closeout Phase		
Knowledge Transfer Session	<p>Ensure that client personnel have the necessary skills to support and maintain the security solution going forward.</p> <p>Contractor will conduct an informal knowledge transfer session on utilizing the system to increase proficiency and ensure maximum results are achieved.</p>	Onsite
Project closeout meeting	A review of the project, accomplishments and SOW criteria completion is confirmed with the County.	Remote
Deliverable Documentation	<p>Deliverable Documentation with the sections listed below</p> <ul style="list-style-type: none"> • Project Summary – A one or two page summary of the deployment project • Design Diagram – Architectural diagram of the deployment project • Environment Overview – A listing of the key security measures in place, an overview of the systems that make up the solution, and a depiction of the network environment post deployment • Device Configurations – Appropriate screenshots and text files detailing configuration of devices • References – A list of supporting documents and where to find them, such as user guides and technical briefs 	Remote

The County shall be responsible for/ provide the following:

- Two (2) PA-5050 appliances with valid licenses for APP-ID, Threat Protection and Wildfire.
- Assign a primary point of contact to work with Contractor during this project. This contact will be responsible for helping Contractor to identify information owners and will assist with obtaining timely responses to requests for data and information.
- Provide all Contractors' resources with any necessary building badges/passes, parking badges/passes and machine room badges/passes.
- Respond in a timely fashion to questions posed by Contractor regarding the project.

- Provide Contractor with documents/diagrams detailing the existing specifications including network diagrams, rack diagrams, and configurations of relevant network devices in this project.
- Provide additional documents and/or diagrams that may be needed for the project.
- Provide access to network support personnel to make necessary changes to accommodate new equipment.
- Provide a safe working environment, including a workspace, telephone and network (and Internet) access for the purpose of time entry, email and project related efforts.
- County will be responsible for the physical installation of the appliances, provisioning them onto the network and ensuring they are on the latest system updates.
- Review deliverables (if applicable) and return to Contractor with comments within five business days of delivery or Contractor will assume acceptance of those deliverables.

Phase II

Contractor shall also provide consulting services (on a time and material basis) to assist with migrating rules from a current ISA/TMG environment onto the Palo Alto Networks (PAN) Next Generation Firewall (NGFW) environment.

- All work to be done by Contractor remotely.
- Contractor will not perform work consecutively until project completion. There will be breaks in series as the County deploys changes to each department.
- Contractor considers all County information and documentation as sensitive and confidential and will handle appropriately.
- Contractor will encourage County to participate in all appropriate aspects of the project.
- Contractor's project managers will notify County of any items that may be delayed as soon as possible in order to determine ways to manage any impact (i.e. cost, timeframes, modifications, etc).
- Contractor is not responsible for providing any services or performing any tasks not specifically set forth in this SOW.
- Contractor shall have no responsibility for other contractors or third parties engaged on the project unless expressly agreed to in writing.

The County shall be responsible for/provide the following:

- Provides a single point of contact within County of Monterey's organization to help Contractor coordinate access to the required project materials and personnel
- Provides documents / diagrams detailing the existing policies, specifications and/or architecture including network diagrams, rack diagrams, and configurations of relevant devices in this project in a timely manner

- Contractor will be reliant on County staff to complete identified tasks and/or participate in interviews. County of Monterey's inability to provide this staff may affect the completion of tasks and/or deliverables.

Phase III

Contractor shall provide on line training for 6 I.T.D. staff. This training will cover installation, configuration and ongoing operations and management of the new Palo Alto Firewall. This training can take place at any time during the project.

The County and Contractor agree that Phase I will be completed within 60 days of the date of the execution of this Agreement; Phase II will be completed within 6 months of the date of the execution of this Agreement and Phase III will be completed within 6 months of the date of the execution of this Agreement.

III. Term of the Agreement

The term of this Agreement shall be from March 31, 2015 to March 31, 2016, unless sooner terminated pursuant to the terms of this agreement.

IV. Payment Provisions

Phase I – \$19,900

Phase II - \$4,200

Phase III - \$18,000

Total Cost - \$42,100

- For the services described in this Agreement within the term specified above, the maximum obligation of the County will be \$42,100. The Contractor will provide the County an invoice on a monthly basis and each invoice is due a payable with 30 days of invoice date.
- Invoices shall be mailed to:
Monterey County Information Technology
1590 Moffett Street
Salinas, Ca. 93905
Attn: Accounts Payable

If for any reason this Agreement is cancelled, County's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.