

REQUEST FOR PROPOSALS

**REQUESTING PROPOSALS FOR A NETWORK SECURITY AND RISK
ASSESSMENT TO GUAGE & IMPROVE OUR INFORMATION
SECURITY POSTURE AND PROGRAM**

for

GREENVILLE UTILITIES COMMISSION
PO Box 1847
Greenville, North Carolina 27835-1847



ISSUE DATE: JANUARY 14, 2019

PROPOSAL PACKAGES SHALL BE RECEIVED BY 3:00 PM (EDST) ON FEBRUARY 11, 2019.

PURPOSE OF REQUEST FOR PROPOSALS

The Greenville Utilities Commission (GUC) is seeking proposals from firms for a Network Security and Risk Assessment to gauge & improve our Information Security Posture and Program.

The firm would be expected to assist in an overall review of our IT and OT infrastructure, systems, policies and practices, and develop a prioritized set of actions to mitigate the risks identified. The assessment will utilize industry best practice methodologies to ensure a standardized risk mitigation approach that will offer the highest risk reduction potential.

Vendors submitting proposals must have experience doing assessments on organizations with Supervisory Control and Data Acquisition (SCADA) systems. Vendors who have experience conducting assessments with utilities are preferred. Project must be completed and paid for in our current fiscal year that ends on June 30, 2019.

PROPOSALS SHALL BE RECEIVED BY 3:00 PM (EDST) ON February 11, 2019. Proposals shall be submitted to Cleve Haddock, CLGPO, Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834. GUC reserves the right to reject any and all Proposals.

Questions regarding this Request for Proposals (RFP) should be received by or before January 21, 2019. Answers shall be communicated by January 25, 2019. All questions shall be directed to the attention of Cleve Haddock, CLGPO, Procurement Coordinator, (252) 551-1533, at haddocgc@guc.com.

Scope of Services:

The services are to include, but not be limited to:

- Review overall susceptibility to viruses, malware, Trojan horses, botnets and other targeted attack vectors.
- Review susceptibility to Advanced Persistent Threats (APT).
- Review as necessary system components for vulnerabilities
- Include all of GUC's networks: corporate network and each of the SCADA networks (Electric, Water, Waste Water, and Natural Gas)
- Review the policies, standards, and procedures for the commission as they relate to the overall security posture
- Review GUC practices against industry best practices
- Review the effectiveness of existing controls and assist with gap analysis
- Overall planning for risk reduction and mitigation

Deliverables:

Conduct comprehensive network security and risk assessment activities and provide a detailed network security and risk assessment report which includes:

- An Executive Summary
- A description of the methodology used to perform the assessment and any standards they are adhering to.
- Findings of all items in **Scope in Services** with description, rationale, remediation and impact.
- All recommendations should be identified as either relating to industry best practices, including the source of the best practice recommendation (such as a regulatory, compliance, or authorization scheme), or otherwise identified as the opinion of the contractor and its team.
- A prioritized roadmap of remediation activities

PROPOSAL REQUIREMENTS

All proposals must contain, at a minimum, the information listed below. Vendors are asked not to submit advertising material in substitution for responding to below.

1. A Cover Letter.
2. Brief History of Firm.
3. Statement of Professional Qualifications: Include résumés of key staff proposed to perform consulting and design work. One staff member should be designated as the proposed Project Manager, with supporting staff identification.
4. List of Recent Similar Projects Completed: List should include projects with similar scope proposed for this Project, and indicate which staff from the proposed team, if any, participated in the design of each project. List must also include clients' names, contact person, addresses, and telephone numbers for each project for reference.
5. List of Subconsultants: If any subconsultants are used to assist with the services, list the names of the firms along with professional qualifications and recent similar projects completed.

6. Schedule of Rates: List rates charged on an hourly basis for each classification of personnel.
7. Conceptual Project Schedule: Include a conceptual project schedule from project kickoff to completion and total number of hours estimated to complete.
8. Location of Office: Geographic location of office assigned to perform work with listing of key staff who actually work at that location on a permanent basis.
9. Special Considerations: Include any special considerations, conditions, or other circumstances that is foreseen affecting the project.
10. Responses must be double-sided and are limited to a total of 40 pages. The font size shall not be smaller than 11-point. A total of four (4) hard copies must be submitted, along with a digital copy in .pdf format.

SELECTION PROCESS

- Proposals should be received no later than 3:00 PM (EDST) February 11, 2019. All firms submitting proposals must be duly licensed to practice business in the State of North Carolina.
- Screening of proposals by a staff committee should be completed by February 15, 2019. The staff committee will review the potential firm's recent specialized experience, firm's staff qualifications, firm's capacity to accomplish the work, firm's past performance, location of the firm and other considerations when screening proposals.
- Contract negotiations with the selected firm should conclude with contract execution on or about February 28, 2019.

EVALUATION AND AWARD:

Proposals will be evaluated by GUC personnel. Selected vendors may be requested to present formal presentations/unit demonstrations on site on a date and time mutually agreeable by both parties.

Evaluation Criteria:

Vendor/unit selection shall be based on evaluation and rating of Vendor's demonstrated competence and qualifications/performance for the type of unit/services/products to be offered. The following guidelines will be used as minimum criteria for rating the Vendor:

- The quality of references from past customers of vendor.
- Quality of approach and methodology that demonstrates an understanding of the unit's requirements
- Quality, extent and relevance of vendor's staff to the project.
- Vendor's response time
- Overall Costs

GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal. If a proposal is to be awarded, it will be awarded to the responsible, responsive respondent whose evaluation by GUC indicates that the award will be in GUC's best interests.

[Balance of page left blank intentionally]

TERMS AND CONDITIONS

GUC reserves the right to reject all Proposals or accept such Proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal.

CONFLICT OF INTEREST

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of Proposers providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a Proposer's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the consultant from suspicion and accusations of breach of professional integrity. Proposers are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFP.

PROPOSER INCURRED COSTS

All costs that may be incurred to prepare Qualifications, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each Proposer. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by Proposers during the proposal preparation, subsequent selection or negotiation stages.

MINORITY BUSINESS PARTICIPATION PROGRAM

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

PROPOSAL WITHDRAWAL

A proposer must notify GUC in writing of its request to withdraw a proposal within seventy-two (72) hours after the proposal opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the proposer must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

INDEMNITY PROVISION

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity

agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, shall be provided by Provider.

GOVERNING LAWS

All requests, contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

UNIFORM GUIDANCE

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

ADMINISTRATIVE CODE

Proposals, bids, Qualifications, and awards are subject to applicable provisions of the North Carolina Administrative Code.

[Balance of page left blank intentionally]

COMPLETE BELOW FORM(S)

Letter of Compliance to E-Verify for Greenville Utilities Commission

1. I have submitted a RFP for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said RFP and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. ____After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ____I employ less than fifteen (15) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said RFP and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this RFP and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. ____After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. ____Employ less than fifteen (15) employees in the State of North Carolina. Specify subcontractor: _____

_____(Company Name)

By: _____(Typed Name)

_____(Authorized Signatory)

_____(Title)

_____(Date)

It is certified that this Proposal is made in good faith and without collusion or connection with any other person submitting a proposal on these services. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$ n/a or bid bond for \$ n/a attached.

Firm Name _____ Phone (____) _____

Address _____

City _____ State _____ Zip Code _____

Fax (____) _____ E-Mail _____

Authorized Official _____ Title _____
Typed Name

Signature Date _____

**Your proposal should be received no later than
FEBRUARY 11, 2019 at 3:00 pm (EDST).**