



Security Assessment Request for Proposal

RFP# 23-1208

November 2, 2023

Contents

Scope of Security Assessment.....	3
Proposal Submission Schedule.....	3
Proposal Submission Guidelines	43
Security Assessment Methodology.....	43
Certification.....	4
Testing Criteria	4
References.....	5
Submitted Proposal Length.....	5
Insurance Coverage.....	5
Additional Requirements	6
Reporting and Deliverables	6
Post Engagement Support.....	6
Proposal General Specifications and Instructions.....	6

Scope of Security Assessment

The City of Burlington is seeking proposals for an organization-wide security assessment. This security assessment is being conducted to be fully comprehensive where any weaknesses or lack of measures needed to safeguard the City’s digital resources are identified. The cyber threat analysis should cover external and internal threats within the proposed submission.

The City will utilize the information from this assessment to further strengthen and harden the City’s cyber security posture thereby safeguarding current systems and providing a baseline for future needs.

Vendors responding to this proposal must craft an overall solution to address the areas noted within the “Testing Criteria” section.

Proposal Submission Schedule

RFP Sent to Prospective Bidders	November 2, 2023
Deadline for Questions from Prospective Bidders	November 9, 2023, 5:00 pm
Question and Answer Meeting	November 17, 2023, 1:30 pm
Submission Deadline	December 8, 2023, 3:00 pm
Top Three Finalist Selection	December 15, 2023
Finalist Demo Review	January 2 – 5, 2024
Finalist Selected	January 12, 2024
Assessment Begins	February 5, 2024

The scheduled question and answer meeting is not mandatory for submitters to attend; however, it is highly encouraged to ensure that there is no ambiguity surrounding the requirements. All questions and the respective answers will be included in a follow up addendum to this document and provided prior to submission deadline.

The winning submitter agrees to complete the assessment to include the submission of all findings within 30 days. This time limit will start once the agreed upon start date has been reached. All testing, reporting, and follow-up findings must be submitted within the 30-day timeframe. After the 30-day window, a penalty against the remaining fee of the security assessment will be levied of 1% per week after the start date.

If the City agrees to an extension due to unforeseen circumstances, the time noted will be added to the final deadline.

Proposal Submission Guidelines

Security Assessment Methodology

Identify the methods that will be used in conducting each security assessment. The testing methodology must not make changes to any systems that would impact production service. Prior to the live engagement commencing, a meeting will be scheduled, and a sample test result will be provided for review.

Certification

Provide all compliance standards, and accreditations of staff conducting the assessment to include their roles within the engagement.

Testing Criteria

The testing criteria includes but is not limited to the items listed below. Additional testing may be required to provide a full assessment of the City’s security posture.

Metric	Evaluation
Physical Test	Able to breach physical security (i.e. tailgate)?
Physical Test	Can you get into any secured building and avoid the cameras?
Physical Test	Are there any secured buildings that have vulnerable entries (i.e., open windows, unlocked doors w/o cameras)?
Web apps	Can you access any of our cloud applications without an having an ID?
Web apps	Can you get to any of our applications that we use for collecting money (i.e., Munis, ELO, Chameleon)?
Network Test	Can you get into the network by exploiting vulnerabilities (i.e., access network ports in vacant office space)?
Network Test	Can you determine if there are any data leaks from data sharing between devices?
Network Test	Can you get into our network and see any Personal Identifiable Information (PII) data?
Network Test	Can you get into our network and get to any of our financials?
Network Test	Can you access or intercept any transactions that are accepted at point-of-sale (PoS) points?
Network Test	Can you phish your way into city accounts/systems?
Network Test	Can you test to see if our city employees would plug in foreign thumb drives into their computer?
Network Test	Can you test to see if our city employees leave their computers unlocked when they leave their desks/offices?
Network Test	Can you get into the network without our vulnerability monitoring vendor detecting the breach?
Network Test	Can you get into our network with our WiFi?

Network Test	Can you access any Water Resources Supervisory Control and Data Acquisition (SCADA) systems?
Network Test	Are there any vulnerabilities identified regarding the network or systems that are part of the City's SCADA systems?
Systems Test	Can you gain access to the cloned user accounts that have been set up for this test? If access is possible, is permission escalation above the assigned permission possible?
Backup Vulnerability	Can you access any of our on-premise, remote, or cloud-based backups?
Backup Vulnerability	Are all backups in an immutable state that is impervious to modification?

References

Provide a minimum of three (3) references for projects of similar scope. If you have conducted any assessments for local or county governments within North Carolina, please note these as well.

Submitted Proposal Length

Proposals should be succinct while fully showing the processes and actions that will be used to conduct all testing. Interested parties' proposals should be no more than 60 pages in length.

Insurance Coverage

The winning proposal shall comply with the North Carolina Worker’s Compensation Act and shall provide for the payment of workers compensation to its employees in the manner and to the extent required by such Act. Additionally, the submitter shall maintain, at its expense, the following minimum insurance coverage:

<u>Insurance Type</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<u>General Liability</u>		
Bodily Injury & Property Damage	\$1,000,000	\$3,000,000
Combined Single Limit		
<u>Automobile Liability</u>		
Bodily Injury & Property Damage	\$1,000,000	
Combined Single Limit		
<u>Owners Protective Liability or Project Specific Aggregate</u>		
Bodily Injury & Property Damage	\$1,000,000	\$3,000,000

Combined Single Limit

<u>Excess Liability</u>	\$5,000,000	\$10,000,000
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The City of Burlington must be named as an additional named insured on the Contractor’s insurance policy.

The following statement must be on the certificate of insurance: a blanket waiver of subrogation shall apply in favor of the City of Burlington and all additional insureds as required by contract.

Additional Requirements

The winning bidder will agree to the following as part of the contract:

- Vendor will hold a kickoff meeting within two weeks of the contract award.
- Security assessment planning will begin within 3 weeks of the contract award.
- Vendor agrees to keep the designated City IT staff apprised of status and any issues.
- If vendor is stopped and detained by law enforcement the vendor as part of the security assessment, they will notify the IT department to provide verification of activity to avoid further detainment or arrest.
- The winning vendor is required to provide a Certificate of Insurance (COI) upon notification that they have submitted the winning bid.

Reporting and Deliverables

After the assessment has been completed, the submitter shall clearly articulate the actionable recommendations with a step-by-step guide to implement these recommendations with full disclosure of the impact of such changes.

Post Engagement Support

The submitter will provide a follow-up review with designated City IT after 30 days of the completion of the assessment.

Proposal General Specifications and Instructions

1. All proposals must be signed by a duly authorized individual. Proposals will be read on the date and hour as stated in the office of the Information Technology Director, City Hall, 425 S. Lexington Ave., Burlington, North Carolina. BIDDERS or their authorized agents are invited to be present. Any proposal received after the date and hour specified will not be accepted or considered.
2. The City reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the BIDDER or product for the use by the City for intended

purposes. Factors to be considered in awarding the proposal will be price, (excluding sales tax) quality, references, qualifications, and history of satisfactory performance. The contract will be awarded after the final demo evaluation from the top finalists. In the interest of suitability to the City's needs and/or economy, equipment, or furnishings other than the cheapest in price may be selected.

3. The specifications enclosed are intended to obtain competitive proposals. Any reference to brand names is strictly for denoting the type and quality of item desired and is not done to limit or restrict the proposals.
4. Any corrections or errors found in the specifications must be submitted in writing and e-mailed to the attention of the Information Technology Director prior to the opening of proposals. Any deviations from the specifications must be in writing and submitted as part of the proposal. Any addenda to these proposal documents shall be issued in writing; no oral statements, explanations, or commitments by whosoever made shall be of any effect unless incorporated in the addenda.
5. No Federal Excise Tax is to be included as the City of Burlington is exempt under federal laws and will furnish proper exemption certificate or number upon request. North Carolina state and local taxes (i.e., sales tax) are applicable, but must be shown separate from the item(s) being quoted. If construction, a sales tax form (provided by the City with contract documents) must be provided with each invoice showing the actual sales tax paid for the project.
6. Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of the proposal certifies this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina Antitrust laws. The owner or an officer of the firm must sign all proposals.
7. By signing this proposal form the contractor affirms that they are registered with and participates in the Federal work authorization program, E-Verify as it relates to their company and mandated by law in North Carolina by G.S. 160-20.1
8. The proposal format shall be submitted electronically via electronic mail (email). The material should be in sequence and related to the RFP. The sections of the submittal should be clearly identifiable and should cover the requested information noted in the "Proposal Submission Guidelines". Failure to thoroughly include the requested information may have a negative impact on the evaluation of the offeror's proposal.
9. All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record when opened.
10. The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal

to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

11. The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications, and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Information Technology Director shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Burlington and the Contractor relating to this requirement and shall prevail over all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

13. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Burlington, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

14. It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. The Contractor shall not be entitled to compensation in the form of salaries, paid vacation, or sick days by the City. The City of Burlington will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

15. All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

16. The contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

17. The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. The Contractor shall ensure that the City's digital assets, including servers, computers, data storage, etc., are not damaged or the normal use of such assets are degraded to limit day-to-day functionality and service to citizens of the City of Burlington. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Purchasing Agent. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price (if applicable) and against the Contractor's liability insurance.

18. Every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

19. No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

20. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Information Technology Director. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

21. The Contractor shall at all times enforce by adequate supervision and training of supervisory personnel a safe working environment for all employees including the supervision of all services which relate to the general safety and welfare of any persons exposed to the services performed under this Contract by Contractor. Contractor agrees to fully cooperate with the City in any employee and public safety program sponsored by the City. The Contractor agrees to always conduct all of its operations with due diligence and care for the safety of all persons.

22. The Contractor acknowledges that he/she has investigated and satisfied himself/herself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The Contractor further acknowledges that he/she has satisfied himself/herself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the contractor to acquaint himself/herself with the available information will not relieve him of responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available by the City.

23. CONFLICT OF INTEREST: Contractor shall be prohibited from proposing on this RFP if Contractor has attempted or made contact with any elected or non- elected City Official in an attempt to influence the award of this RFP or alter it in any manner. Future conflicts shall be grounds for contract default.

24. LIQUIDATED DAMAGES: From the nature of the services to be rendered, the Contractor and City agree that it is extremely difficult to fix actual damages, which may result from failure on the part of the Contractor to perform certain obligations and to determine the resulting loss to the City. Therefore at the election of the City, for acts, or failure to act, as described in this section, the Contractors liability should be limited to, and fixed at, the sums stated, as liquidated damages and not a penalty, which sums the parties acknowledge to be reasonable estimates of the damages the City would suffer; provided however, that with respect to breaches other than the types described in this section, the City may pursue any other remedy available by law or equity, this or including, without limitations, the termination of contract.

25. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving ten (10) business days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) business day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- The Contractor provides personnel that do not meet the requirements of the Contract;
- The Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- The Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
- The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- The Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.