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Request for Proposal

Proposal Title: IT Security Assessment

Proposal Description: KUB seeks proposals from qualified firms for an IT security assessment, including architecture review, social engineering testing, vulnerability scanning, and penetration testing.

Proposal Number: 675

Date Issued: December 1, 2016

Response Due Date: December 21, 2016

Time: 2:00 PM EST

KUB Contact: Rebekah Taylor

Phone Number: (865) 558-2307

E-mail address: rebekah.taylor@kub.org

The Knoxville Utilities Board will receive Proposals in an electronic format sent to the Procurement Department, as instructed below.

Subject to the instructions, conditions, specifications, Addenda, and any other elements of this Request for Proposal, including those incorporated by reference.

This Request for Proposal is prepared in a Microsoft Word Format. Any alterations to this document made by the Proposer may be grounds for rejection of the Proposal, cancellation of any subsequent award, or any other legal remedies available to the Knoxville Utilities Board.

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Submit sealed proposal responses to:

Physical Location

Knoxville Utilities Board
Procurement Department
4505 Middlebrook Pike
Knoxville, TN 37921-5599

-OR-

Mailing Address

Knoxville Utilities Board
ATTN: R.Taylor Purchasing Section
P.O. Box 59017
Knoxville, TN 37950-9017

The outside of the sealed box / container / envelopes containing the response shall be marked with Proposal Title, Proposal Due Date and Proposal Number as described above.

-OR-

E-mail the **proposal** response to bids@kub.org with "IT Security Assessment #675" in subject line by same date and time.

Note: If responses are sent via E-mail to Bids@kub.org, service provider will receive an auto response within a reasonable time frame; otherwise please follow-up with the buyer, Rebekah Taylor at rebekah.taylor@kub.org and/or re-send your response.

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I. Statement of Intent and Engagement Scope

The Knoxville Utilities Board (KUB) is a governmental agency, providing electricity, gas, water, and wastewater services to more than 440,000 customers in the Knoxville, TN region.

KUB seeks proposals from qualified firms for an IT security assessment, including architecture review, social engineering testing, vulnerability scanning, and penetration testing. An optional policies and procedures review should be included in the proposal. The assessment should be designed to provide feedback on KUB's IT security preparedness to Identify, Protect, Detect, Respond and Recover.

The proposed IT security assessment of the layers protecting KUB's corporate network and data should at a minimum include the following areas:

- Effectiveness of KUB's IT security architecture and approach, including;
 - Network and server architecture
 - Management and effectiveness of security layers
 - Monitoring and reporting
 - Access controls
- Firewall configuration and management assessment
- Wireless assessment
- Mobile and VPN assessment
- Vulnerability scanning
- Penetration testing
- Social engineering / human factors testing
- Optional: Policy and procedures assessment, including; adequacy, effectiveness, and compliance

In addition to assessing the IT security layers protecting KUB's corporate network, the proposal should also include an assessment of KUB's SCADA systems (Siemens and Wonderware platforms). Analysis of the SCADA systems should focus on identifying deficiencies that would allow:

- Unauthorized access to field devices and acquiring control of or the ability to remotely operate and/or reconfigure control equipment
- Access to SCADA networks from internal and external sources (Internet, VPN, wireless networks, etc)
- Vulnerabilities that expose sensitive information or Social Engineering susceptibility

A consideration for both assessments, but especially the SCADA assessment, is active penetration attempts or other testing methodology that may compromise the functionality of a system may be limited to computers that simulate production platforms.

The following areas are **not** expected to be included in the scope of the assessment:

- Physical security
- Personnel assessment

- Business applications assessment and code review

II. Relevant System Information

All necessary and required information pertaining to KUB’s network architecture, security architecture, and policies and procedures will be provided to the successful bidder after the purchase order has been issued and a contract signed.

KUB’s environment includes:

- 1,000 Users
- 1,200 Workstations
- 2 Data Centers (both located within the city limits of Knoxville, TN)
- 650 Servers (majority are virtual) that include both Windows and Unix
- 70 External IP addresses with live hosts
- 1800 unique IP addresses that traverse the firewall outbound daily
- 126 Routers and Switches
- 4 Firewall Gateways with 30 Zones and 300 Rules
- 3 Web Filtering Appliances
- 4 Managed Security Service Appliances and Sensors
- Corporate and Guest Wireless Networks

All KUB facilities are located in Knoxville, Tennessee region. Assessment and testing activities can be executed from the main KUB campus, located on Middlebrook Pike.

III. Required Qualifications of Proposing Firms

For this assessment, KUB requires the proposing firm to have the following minimum qualifications – firms not meeting the minimum qualification will not be considered:

- Firm must have 5+ years of executing IT security assessments
- Consultants proposed for the engagement must have 5 years of IT security experience, including CISSP or CEH certifications - or equivalent

IV. RFP Tentative Timeline:

RFP Issue Date	12/01/2016
Cutoff for Questions	12/12/2016
Answers to Questions	12/14/2016
RFP Close Date (all proposals due)	12/21/2016
Selection Announced (approximately)	12/30/2016

V. Proposal Evaluation Criteria –The RFP will be evaluated based on the following criteria:

- Engagement fee
- Responses to questions in section VII, and the comprehensive proposal as described in section VI. D. (a).
- Proposing firm’s experience and reputation, and proposed consultant’s experience

VI.

RFP Response Requirements:

- A. Read the RFP in its entirety.
- B. Submit all questions by email to rebekah.taylor@kub.org before the “Cutoff for Questions” deadline stated in section V of this RFP.
- C. Email proposals to bids@kub.org as detailed in this section (Section VI, part 4).
- D. Submit a complete and detailed proposal as described below;
 - a. Submit Detailed and Comprehensive Proposal
Any style organization of the proposal is appropriate, but at a minimum the proposal should include the following;
 - Comprehensive engagement proposal, including;
 - Effectiveness of KUB’s IT security architecture and approach
 - Firewall configuration and management
 - Wireless assessment
 - Mobile and VPN assessment
 - Vulnerability scanning
 - Penetration testing
 - Social engineering / human factors testing
 - Optional: Policy and Procedures assessment
 - Expected duration of the engagement
 - Example interim and final reports
 - Resumes of consultants that will be executing the assessment
 - Engagement cost – fixed fee is preferred. Pricing for the policies and procedures assessment should be separate
 - Other commentary and documents that provide insight into the completeness and value of the engagement
 - b. RFP Response Questions
Provide responses to all items listed in Section VII, RFP Response Questions.
 - c. Exceptions to Terms and Conditions
Proposer must acknowledge and accept the Terms and Conditions or note any exceptions on the “Exceptions to Terms and Conditions” using Attachment A.
 - d. References
Proposer must provide up to three references with similar requirements as to those described in this RFP using Attachment B.
 - e. Contact Information
Proposer must provide primary contact information using Attachment C.
 - f. Taxpayer Identification
Proposer must provide a copy of a completed W-9 (Request for Taxpayer Identification Number and Certification) or Social Security number for 1099 Reporting.
 - g. Qualifying MBE, WBE, WBE

If qualifying as a MBE (Minority Business Enterprise), WBE (Women Owned Business Enterprise), or SBE (Small Business Enterprise), proposer must provide proof from a certifying organization.

VII. RFP Response Questions

- A. Provide Firm and Consultant Qualifications – provide evidence of meeting or exceeding required qualification as described in Section III.
- B. Provide description of tools, applications, and processes to be utilized during the assessment.
- C. Describe how KUB’s systems will be protected during the vulnerability and penetration testing, including; protecting KUB’s and KUB Customer’s data from updates or leakage and protecting KUB’s system’s throughput
- D. Describe how KUB’s customers will be isolated and not be impacted by the vulnerability and penetration testing.
- E. Describe the firm’s monitoring and oversight of the consultants active on the engagement, and describe the interaction between the firm and KUB’s management and IT security team during the engagement.
- F. Describe the use of threat modeling that may be used during the assessment
- G. Provide example of previous assessment reports (redacted as appropriate), that illustrate the level of comprehensiveness and quality KUB can expect.
- H. Describe the capability of the firm to provide reporting that identifies maturity or capability/resiliency in the five areas of Identify, Protect, Detect, Respond and Recover.

VIII. Instructions, Terms, and Conditions

- A. Instructions:** These documents constitute the complete set of specifications, requirements, and proposal request instructions. The Proposer is responsible for insuring that all pages and all addenda are received. KUB advises all proposers to closely examine this proposal response, and to immediately direct any questions regarding the completeness of this RFP and any addenda to the Procurement Department.
- B. Rights:** KUB reserves the right to reject any or all proposals and to waive irregularities therein, and the undersigned hereby agrees that such rejection or waiver shall be without liability on the part of KUB for any damage or claim brought by the undersigned because of such action, nor shall the undersigned seek any recourse of any kind against KUB because of such action. **There is no obligation to buy.** All proposals submitted to KUB become the property of KUB upon submission and after the execution of a contract become subject to Tennessee’s Public Records law, as codified in Tenn. Code Ann. §§10-7-101 et. seq.
- C. Request for Proposal Definitions:** This section describes the procedures for companies submitting a response to this Request for Proposal (RFP). The term “Proposer” refers to the person or entity to which a contract is awarded.

- D. Time and Date for Submitting Proposals:** Each Proposer shall respond to this RFP on or before the time and date indicated on the Request for Proposal cover sheet. Proposals will not be made available for public inspection until after the RFP process is completed and a purchase order has been issued. The Proposal shall be delivered by E-mail to: bids@kub.org with subject line ““(Insert Bid # and Description)””, before 2:00 PM EST on the “RFP Close Date” referenced in section II.
- E. Response:** Each Proposer must acknowledge that it accepts and understands each of the Instructions, Terms, and Conditions of this RFP. If a Proposer is unwilling to accept any one or more of the Instructions, Terms, and Conditions, they must clearly identify in their proposal the Instructions, Terms, and Conditions to which they take exception and note it on the enclosed exception sheet. In its sole discretion, KUB reserves the right on a non-discriminatory basis to: a) consider any Proposal(s) which takes exception(s) to any one or more of the Terms and Conditions; or b) reject any Proposal(s) which takes exception(s) to any one or more of the Terms and Conditions.
- F. Ex Parte Communication:** KUB does not permit contact concerning this RFP process with any KUB personnel other than as identified in the RFP until the selection process has been completed. All exchanges of information concerning this RFP must be in writing, with e-mail as the preferred method of communication. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of the Proposer. Any questions or requests for clarification will be responded to in writing or by email with a copy of the response being sent to each proposer on record.
- G. Agreement:** Each successful Proposer will be required to sign a contract with KUB. The entire agreement shall include the Proposer’s response to this proposal, the RFP, and an agreement (the “Contract Documents”). If the RFP and the Proposer’s response to this proposal are modified in negotiation between KUB and the Proposer, then the modified proposal shall be included as addenda to the successful Proposer’s contract with KUB. Should any conflict or discrepancy arise between the Instructions, Terms, and Conditions of the RFP and the Instructions, Terms and Conditions of the Agreement, the Instructions, Terms and Conditions of the Agreement shall control. The individual who signs this document must be empowered to sign the Agreement, or if sent by email the name that appears on the proposal response must be empowered to sign the Agreement. KUB reserves the right to withdraw the RFP or condition the award on additional or different terms proposed to be included in such contract and KUB shall not incur any obligation to the successful Proposer except as provided in the Agreement. To produce the Agreement, KUB reserves the right to provide its own draft contract terms or request draft contract terms from the Proposer. Notification of award of the or acceptance of a RFP, in whole or in part, shall not restrict KUB’s discretion with regard to the terms of the definitive contract, shall not preclude KUB from terminating the proposal or withdrawing the proposal prior to execution of the Agreement, and shall not limit KUB’s right to consider and act on additional information that may come to its attention from any source.
- H. Discrepancies, Errors and Omissions:** Any discrepancies, errors, omissions, or

ambiguities in this RFP or the requirements / guidelines or addenda (if any) stated herein should be reported to KUB. At KUB's option, a written addendum may be issued and the addendum will be incorporated in the RFP and will become part of the Contract Documents. KUB will **not** be responsible for or bound by any oral instructions, clarifications or other communications and no such oral communication may be relied on by any Proposer.

- I. Cancellation:** KUB reserves the right to cancel the agreement without cost or penalty to KUB, if, in KUB's opinion, there is a failure at any time by the Contractor to adequately perform the Agreement, or if there is any attempt to willfully impose upon KUB service workmanship which is, in the opinion of KUB, of an unacceptable quality or time requirements. Cancellation of the Agreement shall not impair any rights or claim of KUB to damages for the breach of any covenants of the Agreement by the successful proposer.
- J. General:** KUB recognizes that the highest price Proposal does not necessarily indicate the best Proposal in terms of capabilities, quality or service. As a result, the selection of a Proposer to which the contract will be awarded will be determined on the basis of which Proposal is in the best interest of KUB based on the factors described in the Proposal Evaluation (Section V.) of this RFP. KUB reserves the right to reject any or all Proposals, to waive technicalities or informalities and to accept any proposal determined to be in the best interest of KUB. KUB will not be responsible for misinterpretations that are caused by failure of a Proposer to follow the RFP format or to give proper and specific references when citing referenced material. The selection criteria are described in the RFP. KUB reserves the right, in its discretion and without incurring any liability to any Proposer, to modify or terminate this RFP at any time prior to the execution of a definitive contract, and to accept or reject any Proposal for any reason.
- K. Documents:** Each Proposal must include the following documents 1) A fully completed Proposal, including any KUB data sheets or addenda, 2) A signed Exceptions document to Instructions, Terms, and Conditions, attached to Proposal. .
- L. Communication:** KUB reserves the right to communicate with the Proposers, individually or collectively, formally or informally. KUB requires that questions and other communications concerning the RFP be submitted to KUB only in writing and must be directed to the appropriate person identified on this RFP cover sheet.
- M. Response Times:** Response times will be made as described in the RFP. Failure to respond to as specified and in accordance with the Proposal submitted, including promised lead times, will constitute sufficient grounds for cancellation of the contract, and KUB shall incur no cost or penalty for cancellation. All Proposals must include all applicable transportation, service charges, sales and use taxes, assembly, and all other applicable charges.
- N. Minimum Performance:** The services in accordance with this RFP (including optional items selected by KUB) shall be fully in compliance with all federal, state, and local laws, rules, and regulations.
- O. Guarantee:** In making a Proposal, each Proposer certifies that it is fully aware

of the conditions of service and that its offer will meet these requirements of service and purpose to the satisfaction of KUB. Proposer warrants and guarantees to KUB all services and products to be provided and that work and products will be of good quality, and in conformance with the Contract Documents. All work not conforming to these standards may be considered defective by KUB.

P. Insurance Requirements:

Proposer's Insurance: The successful Proposer shall provide KUB with the types and amounts of insurance coverage that the Proposer maintains in its RFP response. The insurance coverage required by KUB for this project will be mutually agreed upon by KUB and the Proposer before a contract is signed. The successful Proposer shall not allow any subcontractor to commence service on their subcontract until all similar insurance required of the subcontractor has been obtained and approved. All insurance policies shall be with insurers approved and admitted to do business in Tennessee. KUB shall be furnished proof of coverage of insurance by certificates of insurance accompanying the contract documents and shall name KUB as an additional insured as respects commercial general liability and business automobile liability. The successful Proposer shall provide KUB a thirty (30) day cancellation notice in the event any insurance required by fair agreement is canceled.

Employer's Liability Insurance: The successful Proposer shall secure and maintain during the term of the Agreement if applicable, Employer's Liability Insurance.

Worker's Compensation Insurance: The successful Proposer shall secure and maintain during the term of the Agreement if applicable, worker's compensation insurance for all of their employees connected with the work on this project and, in case any work is sublet, shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the successful Proposer. Such insurance shall comply fully with Tennessee Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the successful Proposer shall provide, and cause each Subcontractor to provide, adequate insurance satisfactory to KUB, for protection of their employees not otherwise protected.

Q. Indemnification Rider: The successful Proposer agrees to indemnify and hold harmless KUB, its agents, or employees from and against all loss or expense (including cost and attorney's fees) by reason of liability for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons or damage to property, including loss of use thereof, arising out of or in consequences of the performance under the Agreement to be entered into whether such injuries to persons or damage to property is due or claimed to be done due to the negligence of the Proposer, his/her subcontractor, KUB, their agents or employees, except only such injury or damage as shall have been occasioned by the sole negligence of KUB. Compliance with the foregoing requirements shall not relieve the Proposer of its liability and obligations under

this section or under any other portion of the contract. Proposers regulated by the Tennessee Regulatory Authority or other regulatory authority are required to respond by stating what provisions of their tariff satisfy the requirements of this paragraph.

- R. Taxes:** All taxes of any nature arising out of or in connection with the work above shall be the responsibility of the successful Proposer.
- S. Nondiscrimination:** KUB is an equal opportunity employer and as such requires that its suppliers not discriminate on the basis of race, color, sex, religion, or ethnic origin. Submitting a RFP constitutes Proposer's acknowledgement of this provision. KUB encourages the use of small business, minority, and women owned business enterprises.
- T. Title VI:** Proposer shall comply with the requirements of all federal statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, sex, or national origin ("Title VI"). No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination in the performance of the proposal. The proposer if awarded the proposal shall upon request, show proof of such nondiscrimination.
- U. Damages:** The proposer will be responsible for any damages to property of KUB or others caused by it, its employees, or sub-suppliers, and will replace and make good such damages to the satisfaction of KUB.
- V. Choice of Law:** This proposal and any subsequent contract or agreement related to this proposal shall be governed by and construed with the Laws of the State of Tennessee.
- W. Statutory Disqualification:** By submitting a proposal the proposer represents that neither it nor any of its officers, directors, shareholders, members or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state, or federal criminal violation in connection with a contract let by the State of Tennessee or any other state or any political subdivision of the State of Tennessee.
- X. Conflict of Interest:** By submitting a proposal, proposer represents that no commissioner or officer of KUB or other persons whose duty is to vote for, let out, oversee, or in any manner supervise any work on any contract for KUB has a "direct interest" in the proposer or in the work which is subject to this proposal.
- Y. "Right to Know Law":** Manufacturers and Distributors that are regulated by and complying with the provisions of the OSHA hazard communication standard must provide KUB a material data safety sheet (MSDS) for any element, chemical, or mixture that presents a physical hazard or a health hazard as defined by the OSHA standard or any hazardous substance. The data sheet must be provided to KUB at the time of delivery. Manufacturers and Distributors must insure that each container of hazardous chemical delivered to KUB be properly labeled, tagged, or marked in accordance with OSHA standards. Labels and other forms of warning for each incoming hazardous chemical will be inspected for compliance with the standard.
- Z. Copyright, Trademark, Service Mark, or Patent Infringement:**

a. Proposer shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against KUB to the extent that it is based on a claim that the products or services furnished infringe a copyright, trademark, service mark, or patent. Proposer shall further indemnify and hold harmless KUB against any award of damages and costs made against KUB by a final judgment or a court of last resort in any such suit.

b. If the products or services furnished under this proposal or contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Proposer's obligation to satisfy the final award, Proposer may at its option and expense:

i. Procure for KUB the right to continue using the product or service

ii. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactorily to KUB, so that they become non-infringing.

iii. Remove the products or discontinue the services and cancel any future charges pertaining thereto. Provided, however, that Proposer will not exercise options b.i., or b.ii. when they are impractical.

AA. Ownership of Intellectual Property: Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and KUB shall be considered the creator of such Intellectual Property. KUB shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify KUB, within thirty (30) days, of the creation of any Intellectual Property by its or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in KUB and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than KUB. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not KUB without the express written authorization of KUB.

BB. Property of KUB: Any materials, including reports, computer programs, and other deliverables created under the Contract Documents are the sole property of KUB. The successful Proposer is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Proposer shall not use or release these materials without the prior written consent of KUB.

CC. Force Majeure: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, flood, earthquake, embargo, civil disturbance, acts of terrorism, governmental regulation, or causes similar nature beyond its control.

DD. Possession of Weapons: All Proposers vendors, suppliers, and service providers and their employees, agents, or subcontractors are prohibited from possessing any weapons on KUB property.

EE. Search: All persons, packages, and vehicles on KUB property are subject to

being searched. Routine unannounced searches by KUB may be conducted. Refusal to submit to random searches will be grounds for removal from KUB property and prohibited access in the future. All vehicles leaving the KUB facilities are subject to being searched.

FF. Traffic: Traffic regulations are to be observed at all times.

Attachment B

“Reference List”

List references that most closely reflect similar scope within the past five (5) years. Complete a separate Reference Listing for each Reference.

Name of Company, Utility, City, etc

Address:

Contact Name: _____ Title: _____

Phone: _____ Email Address: _____

Service Dates: _____

Name of Company, Utility, City, etc

Address:

Contact Name: _____ Title: _____

Phone: _____ Email Address: _____

Service Dates: _____

Attachment C “Contact Information”

Company Name: _____

Company Address: _____

Contact Name(s): _____

Title: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Contact Name(s): _____

Title: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Contact Name(s): _____

Title: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Contact Name(s): _____

Title: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

**CONFIDENTIALITY AND NON DISCLOSURE
AFFIDAVIT OF PRIME BIDDER**

STATE OF _____ COUNTY OF _____

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is _____ . I hold the principal office of _____
_____ for _____
(Name of Principal Office) (Name of Bidding Entity)

2. _____ has submitted a bid to KUB for the
(Name of Bidding Entity)

IT Security Assessment. KUB Control Number 675.

3. _____ verifies that company information
(Name of Bidding Entity)
stated in the Proposal is correct and current and Bidder’s Company is fully qualified,
trained and experienced to provide IT Security Assessment and shall perform all work
only with personally and professionally qualified personnel and;

4. _____ verifies that it shall fully comply with all
(Name of Bidding Entity)
confidentiality and non disclosure related requirements and terms and conditions as
stated in **KUB Specification 00490 Exhibit A** attached hereto and;

_____ acknowledges that any deviations
(Name of Bidding Entity)
whatsoever from the requirements stated in **KUB Specification 00490 Exhibit A** may, in
KUBs sole discretion be just cause for removal of contractor from worksite and
termination of Agreement with cause according to the terms and conditions of the
contract documents.

5. This affidavit is made on personal knowledge.
Further the affiant saith not this _____ day of _____, 201__.

(signature)

(print name)

Title: _____

NOTARY:

Witnessed before me this _____ day of _____, 201__.

My Commission Expires: _____

STAMP