



## **Request for Proposals**

***The Marina Coast Water District wishes to contract for an individual or Firm to perform a Cyber Security Audit of the District's IT systems***

Proposals due

**4:00 PM  
September 25, 2015**

Proposals should be sent electronically to:  
Kelly Cadiente at  
[kcadiente@mcwd.org](mailto:kcadiente@mcwd.org)

Proposals sent by mail must be directed to:  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933  
ATTN: Kelly Cadiente

## **I. Introduction**

Marina Coast Water District (District/MCWD) is requesting proposals from qualified individuals or firms to perform a cyber security audit of the District's Information & Technology (IT) systems, including the Supervisory Control and Data Acquisition (SCADA) system.

The District is located just north of the Monterey Peninsula and serves approximately 8,000 water and sewer service connections in the diverse communities of Marina and the Ord Community (former Fort Ord) with a population of between 36,000-to-40,000 people. MCWD provides high quality water, wastewater and recycled water services through management, conservation and development of future resources at reasonable costs. The District is governed by a five-member Board of Directors which is elected by the public. The Directors serve four-year terms. A General Manager is appointed by, and reports to, the Board of Directors. There are approximately 40 regular and temporary employees working for the District.

MCWD provides all user information support within a Microsoft Windows environment, with a 10M Virtual Private Network (VPN) tunnel connection between two (2) locations secured by point to point Ubiquiti Edgerouters and Cisco 2921 firewall router for the Internet access. Currently, the District uses three (3) rack-mounted servers which include DELL PowerEdge 710/720 Microsoft Windows 2008/2012 and a SBS2011, and two (2) Microsoft Hyper-V virtual servers. There are approximately forty (40) tower/laptop computers connected to the network.

The District monitors and controls the water and sewer system with a Supervisory Control and Data Acquisition (SCADA) system. The District SCADA servers were replaced in July of 2015 with two (2) Dell Precision T1700s (one water and one sewer) and one Power Edge T110 II for Terminal Services, and all reside on their own independent physical network with no MCWD IT network connections. The SCADA network is connected to the internet via a separate DSL line, modem, SonicWall firewall and SSL-VPN appliance. Access to the District SCADA network requires authentication and a SSL-VPN tunnel. Remote access to the SCADA network is through Real VNC software. The Human Machine Interface (HMI) software is Wonderware In Touch 2014 R2.

## **II. Scope of Services**

The District is seeking proposals from qualified individuals and firms to perform the following Scope of Services:

- Provide a full network vulnerability assessment of the organization through
  - A full Internet Firewall router review of both the IT and SCADA systems.
  - A full review of VPN routers and communication between the two office locations and between the SCADA control room and up to 18 remote access users.
- Identify and provide a report of suggestions to remediate vulnerabilities and provide a report of intrusions (if any) into the District's IT and SCADA systems.
- Review the current IT policies and procedures including an examination of the District's back-up procedures and off-site storage and provide a listing of recommended changes to align with Best Practices for cyber security.
- Review all network gear within the IT system, which includes approximately five (5) switches and three (3) access points as well as all devices including workstations, laptops, and cell phones and provide a list of recommended changes where necessary.
- Review all network gear within the SCADA system, which includes approximately one 16-Port Netgear network switch and two (2) Multitech paging modems as well as all devices including workstations, laptops, and cell phones and provide a list of recommended changes where necessary.
- Review network and infrastructure maps for accuracy.
  - Identify and provide a listing of discrepancies.

No extended services will be performed unless authorized in the contractual agreement or in an amendment to the agreement.

### **III. Assistance Available to Auditor**

District staff will provide the following assistance to the selected individual or firm:

- Support to the auditor by pulling any necessary documents.
- Staff will schedule availability to auditors for answering questions and demonstrating procedures, tasks, etc.
- Provide credentials for access to routers, firewalls and other equipment under review.

### **IV. Proposal Requirements**

The proposal should provide a straightforward, concise description of the individual's or organization's capabilities to satisfy the requirements of the above Scope of Services. Please note that additional information is provided below regarding references, costs,

and the draft agreement. A responsive proposal shall contain the following minimum information:

- A. Introduction – provide an introductory description of the services offered by the individual or firm. State the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
- B. Scope of Services – provide your approach to accomplish this work as described in the Scope of Services; this section of the proposal should express the understanding of the Scope and should include a vision of specific deliverables.
- C. Qualifications – provide the individual or team experience and qualifications for conducting the work described in the Scope of Services.
- D. References.
- E. Cost.
- F. Draft Agreement.

#### **V. Qualifications**

Identify the staff who will work on the audit. Provide resumes including relevant experience, academic qualifications and continuing education for each person to be assigned to the audit. Describe the most recent local and regional office auditing experience similar to the type of audit requested.

#### **VI. References**

Provide references from at least four (4) current and/or past clients. Please include the name and type of firm, address, main contact, and telephone number and include the scope of work performed.

#### **VII. Cost**

A detailed breakdown of billing rates and expenses shall be included in the proposal that fully describes the individual's or organization's proposed reimbursement requirements. Reimbursement requirements will be a factor in the selection process. The cost of proposal preparation shall not be chargeable in any manner to the District.

## **VIII. Draft Agreement**

Attached is the District's standard professional agreement that will be used.

## **IX. Acceptance of Proposal**

Any individual or organization submitting a proposal thereby automatically agrees to each and all of the terms and conditions, provisions, and requirements set forth in this RFP.

No fax submittals will be accepted and late submittals will not be considered. Proposals must be received by 4:00pm on September 25, 2015.

## **X. Selection Process and Criteria**

The District management staff will review the proposals submitted. All proposals will be evaluated uniformly for final selection, which will be based on analysis of the information submitted. Criteria which may be included in the analysis include: experience with cyber security audits of special districts, especially water districts; qualifications; availability; economics and value; locale of proposer; quality of proposal.

Although interviews will not be required as a condition of submitting a proposal, the District reserves the right to request additional information or interview some or all of the proposing individuals or organizations if necessary to obtain additional information that the District considers necessary to fully evaluate a proposal.

The District also reserves the right to: 1) request clarification or additional information from any proposing firm at any time; 2) waive immaterial defects or minor irregularities in a proposing firm's responses to this request for proposal; 3) suspend or reopen the request for proposals process; and 4) reject any or all responses and terminate the request for proposals process at any time.

## **XI. Deadline**

The deadline for proposals is 4:00 PM September 25, 2015 and should be sent electronically to: Kelly Cadiante, Director of Administrative Services at [kcadiante@mcwd.org](mailto:kcadiante@mcwd.org) or by mail to:

Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933  
ATTN: Kelly Cadiente

**PROFESSIONAL SERVICES AGREEMENT FOR  
CONSULTING SERVICES  
BETWEEN  
MARINA COAST WATER DISTRICT  
AND**

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Some of the important terms of this Agreement are printed on Page 2. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Marina Coast Water District      DATE: \_\_\_\_\_  
11 Reservation Road  
Marina, CA 93933

The undersigned Consultant offers to furnish the following:

MCWD wishes to engage \_\_\_\_\_ to perform cyber security audit services for the District. The scope of services is included as Attachment A.

Contract price \$ \_\_\_\_\_

Completion date \_\_\_\_\_

Instructions: Sign and return two originals. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you.

Accepted: Marina Coast Water District      CONSULTANT  
\_\_\_\_\_

By \_\_\_\_\_      By \_\_\_\_\_

Name \_\_\_\_\_      Name \_\_\_\_\_

Title \_\_\_\_\_      Title \_\_\_\_\_

Consultant agrees with the Marina Coast Water District that:

1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons arising out of the performance of the work; including but not limited to claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Marina Coast Water District, its directors, officers, employees, or authorized volunteers.

3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this Agreement. Consultant will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the Marina Coast Water District the certificate required by Labor Code Section 3700.

4. This paragraph is part of the contract.  Yes or No (Circle One) [This section applies in most cases except for laboratory work.] Consultant will file with the Marina Coast Water District, before beginning professional services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Marina Coast Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least Three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

5. This paragraph is part of the contract.  Yes or No (Circle One) Consultant will file with the Marina Coast Water District before beginning professional services, certificates of insurance satisfactory to the Marina Coast Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for



non-payment of premium) notice of cancellation to the Marina Coast Water District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Marina Coast Water District, its officers, directors, employees, or authorized volunteers shall not contribute to it". The general liability insurance shall give Marina Coast Water District, its officers, directors, employees and its authorized representatives and volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII or as otherwise approved by the Marina Coast Water District.

6. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the District at least ten (10) days prior to the expiration date.

7. Consultant shall only accept direction or orders from the General Manager or his designee or from the Board of Directors, based on direction provided during Board meetings agreed upon by the majority of the Board.

8. The terms of this agreement shall commence on \_\_\_\_\_, 2015 and continue in full force unless terminated by a 15-day written notice by either party to the other.

9. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Marina Coast Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

10. Confidentiality & Non-Disclosure. In order to perform the services described in this Agreement, the parties will need to discuss and exchange certain items and information which the parties consider highly confidential and proprietary. In order to protect this confidential and proprietary information, the parties agree as follows:

a. Definitions.

(1) "Confidential Information" means all information provided by Discloser with respect to this Agreement regardless of its form, including written and oral communications, recordings, and computer files. Confidential Information does not include information in the public domain at the time of disclosure, or that subsequently comes within the public domain without fault of the Recipient; information which was in the possession of Recipient at the time of disclosure as demonstrated by business records of Recipient, and was not acquired from Discloser; or information which Recipient acquired after the time of disclosure from a third party who did not require Recipient to hold the same in confidence and who did not acquire such technical information from Discloser.

(2) "Discloser" means the party disclosing information to the other relating to the Agreement.

(3) "Recipient" means the party receiving information from the other relating to the Agreement.

b. Use of Confidential Information. The Recipient agrees to:

(1) Receive and maintain the Confidential Information in confidence;

(2) Not reproduce the Confidential Information without the express written consent of Discloser;

- (3) Not, directly or indirectly, make known, divulge, publish, or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Discloser;
  - (4) Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Discloser to those officers and employees of the Recipient who have a need to know and an obligation to protect it;
  - (5) Utilize the best efforts possible to protect and safeguard the Confidential Information from loss theft, destruction, or the like.
- c. Return of Confidential Information. All information provided by the Discloser will remain the property of the Discloser. Recipient agrees to return all Confidential Information to the Discloser within 15 days of written demand by Discloser.
- d. Disclosure by Legal Proceeding. If Recipient is requested in any legal, judicial, or regulatory proceeding or investigation, or pursuant to any applicable law including the Ralph M. Brown Act or the California Public Records Act, to disclose any Confidential Information, Recipient will, to the extent reasonably practicable and not prohibited by law, judicial or regulatory authority, give Discloser prompt notice of the request so that Discloser may, at its sole cost and expense, seek a protective order or other appropriate remedy.