



CITY OF
WALNUT
CREEK

**Information Technology Division
Request for Qualifications:
Information Technology Security
Assessment Services
RFQ # 2024 010 141 6410 -1**

ALL PROPOSALS MUST BE SUBMITTED TO:

INFORMATION TECHNOLOGY DIVISION
CITY OF WALNUT CREEK
1666 N MAIN STREET
WALNUT CREEK, CA 94596
Attn: Ray Lam, CIO
itdivision@walnut-creek.org

**INTERESTED VENDORS MUST NOTIFY THE CITY BY EMAIL OF THEIR INTENT TO
RESPOND TO RFP PRIOR TO AND NO LATER THAN 4:00 PM PDT, January 26, 2024**

RESPONSES WILL BE CONSIDERED FOR AWARD BY THE CITY OF WALNUT CREEK WITH ALL
PROPOSALS FIRM FOR 90 DAYS FOLLOWING THE RFQ RESPONSE DUE DATE.

I. Introduction

1. The Project

The City of Walnut Creek ("the City") is seeking proposals from qualified technology security consultants to provide Information Security Assessment Services to assist in strengthening the City's technology security posture. Services include vulnerability assessment, penetration testing, and related information security assessment services.

2. Process

A committee consisting of City IT staff will evaluate proposals. We anticipate the review of proposals will occur in two or more phases. The first phase will include evaluation of responsive vendors' qualifications. The second phase will consist of finalist interviews. The third phase, which may or may not occur depending upon the outcome of earlier phases, will be contract award.

3. Special Requirements

The selected vendor must comply with California Department of Justice requirements for access to the City's secured network and storage and transmission of data related to this project. This includes review and compliance with relevant policies regarding access and security of Criminal Justice Information Systems; completion of signed CLETS Private Contractor Management Control agreement by a representative with authority to bind the company; and signed Contractor Statement Form and criminal background check on all vendor personnel assigned to the project prior to commencement of work.

II. Timeline and Required Response Dates

January 5, 2024 Request for Quote Posted.

Upon Receipt January 26, 2024 4:00 PM PDT Mandatory: Interested Vendors Must Notify the City of their intent to respond to the RFQ by e-mail notification to itdivision@walnut-creek.org Include the name, and e-mail address for the primary contact at your firm; this email address will be used to send any clarifying information or addenda. Please include **RFQ # 2024 010 141 6410** on subject line.

February 9, 2024 5:00 PM PDT: Last day/time to submit requests for clarification, questions or additional information about the RFQ by email to itdivision@walnut-creek.org

Wednesday, February 21, 2024: Final clarification/any submitted questions and information about the RFQ by email will be answered February 21, 2024 via Microsoft Teams meeting. Invites will be sent to all parties that responded by January 26, 2024.

Friday, March 8, 2024 4:00 PM PDT: RFQ RESPONSES DUE. One written, signed copy of the RFQ response in hardcopy or PDF format, and an additional electronic copy in Microsoft Office 365 format, must be received at the address listed on the cover page. Electronic copies may be submitted on CD, DVD or USB drive, or via email itdivision@walnut-creek.org; however it is the proposer's responsibility to ensure any email submittal is confirmed received by the City's representative prior to the deadline.

Responses will not be opened in public.

III. Reservations

1 The City reserves the right to accept or reject any or all Proposals, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and/or to waive any defects in the Proposals.

2 This RFQ shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Vendor.

3 Each vendor should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Walnut Creek might not be in a position to establish that the information, which a vendor submits, is a trade secret. If a request is made for information marked "confidential", the City will provide the vendor who submitted such information with reasonable notice to allow the vendor to seek protection from disclosure by a court of competent jurisdiction.

4. Vendor's personnel to be used for this project shall be knowledgeable in their areas of expertise. We reserve the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

IV. General Information

The City of Walnut Creek is run by a council-manager form of government. The major operating departments of the City are Police, Public Services, Arts and Community Services, Administrative Services, Community Development, and the City Manager's Office.

The Information Technology Division (ITD) of the Administrative Services Department provides GIS, telephone (analog and VoIP), data, computing, Help Desk, and technology planning, procurement, security and administration services to over 360 City staff members and approximately 650 Active Directory users, including the Police department. ITD also provides data, and telephone to the Walnut Creek downtown library. The City's network consists of Cisco core, edge and VoIP services on a fiber optic Inet with additional telecommunication circuits in some locations. The primary facility is at City Hall, with Enterprise and Police servers collocated in the main data center. More than 90% of City and Police servers have moved to a VMWare environment. In addition, there are approximately 25 remote sites varying from 1 to 60 users per site. The City provides citizens with online access to several systems and is subject to FBI, Dept of Justice and Payment Card Industry compliance requirements.

Public wireless Internet at City facilities and is maintained by IT on separate connections. Review of the public wireless infrastructure is out of scope for this project.

The City's IT Strategic and Operational Plan is available at <https://www.walnut-creek.org/home/showpublisheddocument/15889/636481761419530000>

V. Specifications

Vendor's response shall demonstrate an understanding of the subject matter and describe the approach that will be taken to accomplish the services requested.

Upon execution and return of the Non-Disclosure Agreement included in Attachment 2, prospective vendors will receive a high-level network diagram of the City's infrastructure. The selected vendor will be required to execute a separate, similar, Non-Disclosure Agreement with the City of Walnut Creek that covers this effort from start to finish, declaring that any information obtained as part of this study will not be released to anyone other than the City of Walnut Creek.

The following sections outline the required testing and services. After completion of the required testing and services, the vendor will be expected to provide a written report, an electronic copy of the report, and a presentation of findings. The report shall address each item listed below and provide a summary of suggested remediation (if any). The vendor is not being asked, at this time, to provide pricing for any remediation efforts.

The services requested in the following sections include:

Physical Security
Vulnerability assessments and Penetration Tests
Information security assessment services

1. Physical Security

The City of Walnut Creek requires the physical security of its primary Data Center, network equipment rooms (NER), and Police Department reviewed to ensure data and network security. The Data Center, NER's and Police department are in City Hall at 1666 N Main St, Walnut Creek, CA 94596 along with an NER at Civic Park Community Center and Clarke Pool in Walnut Creek.

2. Vulnerability Assessments and Penetration Testing Services

Vulnerability assessments and penetration testing services will be used to identify and validate configuration and/or technical flaws within a given system or network (e.g. firewalls, routers, servers, operating systems, applications, databases, etc.). The City has installed and configured a significant amount of layer 2 and layer 3 devices in its data center, and City Hall network equipment rooms, as well as at remote sites including several Arts Recreation and Community Services locations where credit card payments are accepted. After completion, the vendor will be expected to provide a written report, an electronic copy of the report, and a presentation of findings.

The vendor will conduct network penetration testing to determine vulnerabilities and compromises on the network. At minimum, the testing will include the following:

1. External Network Vulnerability Assessment and Penetration Testing:
 - Identify open-source intelligence information that an attacker could leverage in further attacks against City of Walnut Creek (such as email addresses, phone numbers, IP addresses, posted application source code, forum posts with sensitive information, etc.).
 - Identify open ports/services associated with security vulnerabilities and perform active exploits on systems and applications.
 - Identify any externally shared data from City websites and/or Office365/Sharepoint

Note: Exploits should stop at the point of proof of compromise but not cause any business interruption.
2. Internal Network Vulnerability Assessment and Penetration Testing:
 - Network Device Configurations (core, edge)
 - Server Environment and Configurations
 - VMware Virtual Environment
 - VOIP Environment and Configuration
 - Desktop Configurations
 - Firewall Configuration
3. Virtual Infrastructure Security Assessment
 - Identify open ports/services associated with security vulnerabilities and perform active exploits on systems and applications.

Note: Exploits should stop at the point of proof of compromise but not cause any business interruption.
4. Voice over IP security Assessment
 - Assess VoIP network system components for security vulnerabilities, validating system-specific configurations and reviewing for known exploits.
5. Database Security Review
 - Provide security assessment against database systems, identity security vulnerabilities and provide recommendations for remediation.
6. Social Engineering:
 - Perform social engineering test such as: Email phishing, phone based social engineering, change 2FA device, logon to Office 365 website – Test the IT help desk or end users to determine if they would release sensitive information over the phone or perform activities such as making changes to an account, visiting a "malicious" website or resetting their password.
7. Backup Security Review:
 - Provide security assessment of current backup solution, identity security vulnerabilities and provide recommendations for remediation.

3. Information Security Assessment Services

Information Security Assessment services will be used to review City of Walnut Creek's existing IT policies and procedures and make recommendations for changes and/or additional policy and

procedure development. The City's data exists in numerous SQL, Oracle and Informix databases. The City wishes to have the security of its data examined along with storage and handling of confidential data to meet applicable data loss prevention standards including those established by the California Department of Justice and Payment Card Industry (PCI).

VI. Information Requested

Completely answer all of the following questions, in the order presented. Any omission may be cause for rejection of proposal.

1. Executive Summary
 - a. Provide a summary of your firm's proposed services and methodology and describe how your firm will ensure the City's objectives for this project are met.
2. Services Offered
 - a. Fully describe the services your firm will perform, and the methodologies you will follow to meet the criteria outlined in this RFQ.
 - b. Include a sample assessment and penetration test plan and an outline of findings or assessment report for a similar project prepared for another organization.
2. Technology service provider's Qualifications
 - a. Provide, in detail, your firm's credentials as related to this project. Your response must include information that documents understanding of the relevant compliance regulations and standards, as well as successful and reliable experience in past performances, especially those performances related to the requirements of this RFQ.
 - b. Provide professional background and qualifications of personnel that will be assigned to provide this service to the City.
 - c. Provide the names of at least three clients for whom your firm has provided a similar scope of services. Include the name of the organization, name of a contact person, phone number, e-mail address if available, description of services provided, and date/dates of service. References are preferred for cities of a similar size providing the public with services similar to those provided by the City of Walnut Creek.
 - d. Provide the location of the office/personnel that will be performing work for City of Walnut Creek.
3. Project Schedule
 - a. Provide a proposed schedule for all phases of the project.
4. Pricing
 - a. Provide complete pricing for all services offered.
 - b. If any of the services you are proposing are available through a State of California master service agreement, or other similar government purchasing contract, include the relevant information.

VII. Review Criteria

The City's criteria for the RFQ short list include:

- Total cost for the services proposed.
- Past experience and track record in completing projects of similar scope and complexity for municipalities.
- Financial stability to provide the requested scope of work.
- Vendor's demonstrated understanding of requirements and needs of the City based on submitted response.
- Vendor's ability to meet the City's project deadlines.
- Feedback from reference customers and accounts.
- Vendor's acceptance of City Terms and Conditions, including but not limited to compliance with law enforcement security access provisions and timely provision of evidence of required insurance coverages.

VIII. Terms and Conditions

1 The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" is used in place of the City of Walnut Creek. The words "Proposer", "Bidder", "Vendor", "Technology Service Provider" or "Firm" are used in place of the person, firm, or corporation submitting a proposal on these specifications or any part thereof. The words "firm", "vendor", "technology service provider" and "contractor" are used as synonyms in this RFQ.

2 Any statement in this document that has the word "must", "shall", or "will" in it means that compliance with the intent of the statement is mandatory, and failure by the vendor to satisfy that intent will be cause for the proposal to be rejected.

3 The City shall not be responsible for any error or omission in the proposal. Failure to provide answers to any item(s) may subject the proposal to rejection. The contractor will be responsible for any cost incurred due to omissions in the proposal.

4 Signatures: The proposal must be signed in the name of the Vendor and must bear the signature in longhand of the person or persons duly authorized such as an authorized officer of the company to sign the proposal.

5 Withdrawal of Proposals: Any Vendor may withdraw their proposal either personally, or by written request, or by telegraphic request confirmed by the City at any time prior to the scheduled closing time for the receipt of proposals. No Vendor may withdraw their proposal after the time set for the closing. Proposals must be held good for 90 days from the submission date.

6 Examination of Documents: Vendors shall thoroughly examine and be familiar with the specifications. The failure or omission of any vendor to receive or examine any documents, form, addendum, or other document shall not relieve any vendor from obligation with respect to their proposal or to the purchase agreement. The submission of a proposal shall be taken as a prima face evidence of compliance with the part.

7 Interpretation of Specifications and Documents: If any vendor is in doubt as to the meaning of any part of the specifications, or other documents, or finds discrepancies in or omission from the specifications, the vendor may request an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be distributed via electronic mail to each person registered as an Interested Vendor. No oral interpretation of any provision in the documents will be made to any vendor.

8 Request for Information: Any questions relative to this RFQ should be directed, in writing, via electronic mail to: itdivision@walnut-creek.org

9 Evaluation: The City specifically reserves the right to evaluate, in its absolute discretion, the total proposal of each vendor so as to select the services which best serve the needs of the City, thus insuring that the best interest of the City will be served.

10 Default: In case of default by the Vendor of any of the conditions of this RFQ or contract resulting from this RFQ, the Vendor agrees that the City may procure the Services from other sources and may deduct from the unpaid balance due the Vendor.

11 Proposals: Proposals and other material submitted will become the property of the City. The City will bear no cost of proposal preparation.

12 Governing Laws: Any license or sales agreement entered into shall be governed by the laws of the State of California. If litigation arises out of any agreement entered into and it is brought in State Court, suit shall be brought and litigated in Contra Costa County, California; if brought in Federal Court, it shall be brought and litigated in San Francisco, California. No agreement shall contain a clause giving the Vendor the sole right to demand that disputes be resolved through arbitration.

City shall not be required to waive any right it has in Common Law or a consequence of Statute which enable City to seek recovery from Vendor for any liability or damage which City suffers or incurs as a consequence of purchasing this service. City shall not indemnify or insure Vendor for, or hold Vendor harmless from, any damages or liability which Vendor may incur as a consequence of selling any services to City.

13 Delivery: To insure adequate service level to the people, City of Walnut Creek requires that all services ordered will be delivered when specified in Proposal Form. Time is therefore, the essence of this contract. If services are not made available at the time agreed upon, the City of Walnut Creek reserves the right to cancel and purchase elsewhere and hold vendor accountable therefore.

14 Delays and Extensions of Time: If the Vendor is delayed at any time in the progress of the transaction by an act of neglect of the City, or any of its employees, by an act of God or other casualty which the vendor could not have reasonably foreseen: by strikes, boycotts, or like obstructive action by employees or labor organizations which is not due to any act of conduct on the part of the vendor, and over which the vendor has no control, the Delivery Time shall be extended for such reasonable time as the City may approve. Extensions of time will be approved based on actual effects of actions on the job, not on simple occurrence of action, and extensions

of time shall apply only to that portion of the work affected by the delay, and shall not apply to other portions of the work not so affected.

No extension of time on account of such delays shall be allowed unless applied for and justified in writing by the vendor within two (2) calendar days of the beginning of any delay and written approval of same is obtained from the City. Such extensions of time will not be unreasonably withheld.

15 Acts of God: Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accident governmental action of any kind or any other causes of a similar character beyond his or her control and without it fault or negligence.

16. Compliance with applicable laws: The vendor warrants it has complied with all applicable laws, rules and ordinance of the United States, or any state, municipality or any other governmental authority or agency in the manufacture, sale of all related components within the scope of this RFQ.

17. The selected vendor shall obtain a City of Walnut Creek Business License prior to contract execution.

19 Termination of contract: The City of Walnut Creek reserves the right to terminate the purchase agreement at any time if any of the provisions of the purchase agreement are violated by the contractor or by any of his or her subcontractors, in the sole judgment and discretion of the City of Walnut Creek. In the event of such termination the contractor shall be liable for any excess costs incurred by the City of Walnut Creek. If the purchase agreement is so terminated, the City of Walnut Creek may purchase upon such terms and in such manner as the City of Walnut Creek may deem appropriate, supplies or services similar to those so terminated, and that the contractor will be liable for excess cost occasioned thereby.

20 Responsibility for supplies: The contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the contractor shall bear all risks for rejected supplies after notice of rejection.

21 Modification/Cancellation: The City reserves the right to modify the specifications based upon optional costs quoted by the vendor.

22 Qualifications of vendors: The City of Walnut Creek may make such investigations as are deemed necessary to determine the ability of the vendor to provide the materials, and the vendor shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of such vendor fails to satisfy the City of Walnut Creek that such vendor is properly qualified to carry out the obligations of the purchase agreement.

23. Insurance and Indemnification: The City's minimum insurance and indemnification requirements for this project are described in Attachment 1, Service Agreement.

Attachment 1 – SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Walnut Creek, a Municipal Corporation ("City"), and _____, ("Consultant").

RECITALS

A. The City desires to contract for the provision of services for Information Technology Planning and Implementation.

B. Consultant qualifications have been reviewed and accepted by the City. Consultant desires to perform such professional services under agreement with the City.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and Consultant agree as follows:

AGREEMENT

1. Services. Subject to the terms and conditions set forth in this Agreement ("Agreement"), Consultant shall provide the professional services as described in the attached " _____ ", dated _____, and "Quotation # _____", dated _____, (together known as "Proposal").

2. Payment.

(a) Payment for Professional Services. For and in full consideration of the full and successful performance of the obligations of this Agreement, City agrees to pay Consultant, and Consultant agrees to accept from City as full compensation for said services the lump sum amount of \$ _____. Progress payments shall be billed as set forth in the Request for Quotations. Consultant shall bill City monthly by or before the fifth day of the month. Consultant shall submit invoices addressed to the City. Each bill should include a summation of work performed and work remaining to complete the scope of work.

(b) Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the City and Consultant.

3. Responsible Personnel. The professional services described in this agreement shall be performed in part and supervised by _____. Additional work shall be performed by _____. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice thereof from the City.

4. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.

5. Subcontracting. Consultant shall not be permitted to subcontract any portion of this Agreement without the express written consent of the City.

6. Independent Contractor. Both parties understand that Consultant, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the

Consultant performs this Agreement and shall only dictate the results of the performance. Consultant shall not represent that Consultant or its agents, employees or independent contractors are agents or employees of the City. Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement, to bind the City to any obligation whatsoever.

7. Reports. Consultant shall furnish interim reports monthly as to the progress of the study as set forth in the proposal. A Final Report in draft form shall be provided to the City prior to Agreement termination for review, recommendations and approval by both parties prior to the Consultant furnishing 3 printed copies, and one copy in Microsoft Word electronic format, of the approved final report.

8. Publication. Consultant shall not be authorized to copyright the final report, any papers, interim reports, forms, or other material that is a part of the work under the Agreement.

9. Project Inspection. The City may review and inspect the Consultant's activities during the progress of the program.

10. Accounting Records. The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed hereunder, and shall make them available at the Consultant's office during the Agreement period and thereafter for a period of three years from the date of receipt of final payment.

11. Ownership of Data. All data, diagrams, project plans, maps, photographs, and other material collected or prepared under the Agreement shall become the property of the City.

12. Termination. City may terminate this Agreement at any time for any reason upon 30 days written notice to the Consultant. Upon receipt of such notice and if requested to do so by the City, Consultant shall stop work at the stage directed by City and shall deliver all drawings, specifications and documentation developed as of said stage. Consultant shall accept as full payment for services rendered to the date of termination a pro rata share of the total Agreement payment based on the portion of work actually performed.

13. Amendment. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement, or any subcontract requiring the approval of the City shall be valid unless made in writing, signed by the parties hereto.

14. Non-Solicitation Clause. The Consultant warrants that he/she has not employed or retained any company or persons, other than a bona fide employee working solely for the consultant, or paid any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage free, gift, or contingent fee.

15. Indemnification. Consultant shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with the performance of this Agreement, except for loss or damage which was caused by the willful misconduct or sole negligence of the City.

16. Insurance. Consultant shall procure and maintain at its sole cost for the duration of this agreement the following insurance:

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- (4) Errors and omissions liability insurance appropriate to Consultant's profession.

(b) Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:

(1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability: \$1,000,000 per claim and annual aggregate

(c) Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

a. The City, its officers, officials, employees, agents and volunteers are to be covered as an additional insured in respect to liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

b. Consultant's insurance coverage shall be primary insurance in respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

d. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the City.

(3) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice by mail has been given to the City.

(e) Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

(f) Verification of Coverage. Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

17. Safety and Accidents. Consultant shall comply with all laws and industrial safety standards. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City's Risk Manager by telephone.

18. Ownership of Documents. All documents of any type developed or obtained by Consultant in the performance of this Agreement shall be deemed to be the property of the City.

19. Notice. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address:

CITY:
Chief Information Officer
City of Walnut Creek
1666 N Main St
Walnut Creek, CA 94596

20. Assignment. This Agreement contemplates the personal services of Consultant and its employees and it is understood by both parties that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign or otherwise transfer this Agreement or the rights or obligations hereunder without the prior written consent of the City.

21. Qualifications. Consultant represents that it and its employees are fully qualified to perform the services under this Agreement. Consultant represents and warrants to the City that Consultant has, and at all times during the performance of this Agreement shall maintain, all licenses, permits, qualifications and approvals of any nature which are required for Consultant to practice Consultant's profession, including, but not limited to, a City of Walnut Creek Business License.

22. Time of Performance. The time of performance of the services under this agreement is important to the City, and all time deadlines identified in the Project Schedule shall be strictly construed.

23. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the

profession in which Consultant is engaged in the geographical area in which Consultant practices his profession. All products which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial, workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Consultant's profession. The City shall be the sole judge as to whether the product of the Consultant is satisfactory.

24. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

25. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County, California.

26. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2013.

CONSULTANT

CITY OF WALNUT CREEK

By: _____

By: _____

Attachment 2 - Non-Disclosure Agreement

In conjunction with the RFQ 2024 010 141 6410-1: Information Security Assessment Services, (hereinafter “RFQ”), it is understood and agreed that the City of Walnut Creek is the owner and proprietor of certain confidential information listed in Section 1 below (hereinafter “Confidential Information”). It is necessary that the undersigned (hereinafter “Recipient”) be provided with this Confidential Information in order for the Recipient to adequately prepare a proposal in conjunction with the RFQ. It is understood that this information is only being provided to the Recipient in accordance with and subject to the terms of this Non-Disclosure Agreement (“NDA”).

The Recipient, by signing this NDA, agrees that the information listed in Section 1 shall be kept strictly confidential. To ensure the protection of such information, the privacy of the City of Walnut Creek’s customers, and to preserve any confidentiality necessary for safe operations of the City of Walnut Creek, the Recipient hereby agrees that:

1. The Confidential Information to be disclosed as provided herein is described as follows:
 - *Appendix A: City of Walnut Creek High Level Network Diagram*
 - *Any and all confidential information identified as such in all addendums released as part of the RFQ process.*
2. The Recipient shall use the Confidential Information for the sole and limited purpose of preparing and submitting a proposal in response to the RFQ. The Recipient shall keep such Confidential Information in the strictest confidence and shall limit the disclosure of the Confidential Information to its directors, officers, partners, members, employees and/or independent contractors having a need to know for the preparation of the RFQ and who are directly involved with the proposal preparation and submission.
3. Not less than thirty (30) days after submission of the Recipient’s proposal, Recipient shall permanently destroy *any and all* hard copies of the Confidential Information and shall permanently destroy and delete *any and all* Confidential Information which has been electronically stored.
4. This NDA shall be binding upon and inure to the benefit of the parties and their successors and assigns, and upon any subsidiary, affiliate or parent of the Recipient either now or in the future.
5. This NDA shall in all respects be subject to and construed in accordance with and governed by the laws of the State of California.

6. Recipient acknowledges that the City has the right to seek injunctive relief upon the violation, or threatened violation, of the terms of this NDA, in addition to all other rights and remedies available in law or in equity.
7. This NDA states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this NDA must be made in writing and signed by the parties.
8. If any of the provisions of this NDA are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the NDA as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this NDA and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information: Name (Print): _____ Title: _____ Signature: _____ Date: _____	City of Walnut Creek: Name (Print): _____ Title: _____ Signature: _____ Date: _____
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Social engineering, nothing in detail but are we vulnerable to it to reset 2fa. Specific attack using social media information. Want to specify as a blind and tell us about what you found out coming in blind, and tell us, and go from there for further explanation, access to perform other scans. Physical access card key "mention electronically". To avoid just a manual check and no tools to actually get in.

Detail debriefing of the findings, define low hanging fruit. Detail of the methods used to compromise system.

Describe way to improve procedure, for low hanging fruit (remediation). Sharepoint access to data from users, what is publicly facing that we should be aware of.