

KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR INFORMATION SERVICES SECURITY AND RISK ASSESSMENT

CALL FOR BIDS

THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, operator of Keys Energy Services (KEYS), hereby gives notice to prospective bidders that sealed proposals will be received by **KEYS** electronically until 1:30 p.m. on **Friday, March 11, 2022** for:

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KEYS has instituted VendorLink and DemandStar systems to provide current information to potential bidders. These systems will allow you to receive bid information quickly and at your convenience 24 hours a day, 7 days a week. Specifications may be obtained from their websites at www.myvendorlink.com or www.DemandStar.com. Registered vendors will be notified automatically of all Requests for Proposals. You may also visit www.KeysEnergy.com for links and download information for all KEYS bid specifications.

It shall be the sole responsibility of each bidder to have their bid electronically delivered on or before the time for opening proposals last announced to bidders. Bid bonds and/or cashier's checks are to be delivered via FedEx or UPS to:

Keys Energy Services
Bid Opening Committee – KEYS Bid 02-22
6900 Front Street Extended-
Key West, FL 33040
Note: This address does not receive US Postal Service.

Any proposal received after the time last announced for opening proposals may be retained by KEYS or returned to the bidder, but such proposal may be rejected as not responsive.

Vendors with questions pertaining to this bid specification must submit them in writing via email to purchasing@keysenergy.com no later than **Friday, February 25, 2022 at noon**. Any questions received after noon on February 25, 2022 will not be addressed.

Each proposal should be accompanied by a Certified Check or Bid Bond payable to the **UTILITY BOARD OF THE CITY OF KEY WEST** in an amount not less than five (5%) percent of the amount of the proposal as security.

Each proposal should constitute an offer to **KEYS**, as outlined therein, and should be irrevocable after the time announced for the opening thereof.

At a meeting of the **BID OPENING COMMITTEE** to be held virtually on **Friday, March 11, 2022 at 1:30 p.m.** Proposals will be opened and vendor names will be publicly read aloud.

KEYS reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to separately accept or reject any item, items, bid schedule or bid schedules of the proposal which KEYS deems to be in the best interest of the Utility Board.


Tyler Randolph, Purchasing Supervisor

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GENERAL

Keys Energy Services (KEYS) is a municipal electric utility supplying power to more than 31,000 customers in the lower Florida Keys. KEYS is located in the extreme southern tip of peninsular Florida, situated in Monroe County, Florida, primarily in what is considered the "Lower Keys", which extends eastwardly from Key West to the west end of the Seven-Mile Bridge. Corporate Offices are located in Key West, Florida and the Transmission and Distribution (T&D) Facility is located on Stock Island at 6900 Front Street Extended, Key West, Florida 33040.

KEYS and its representatives have exercised due care in preparing this Request for Proposals (RFP). All information contained herein is believed to be substantially correct. However, bidders should verify information independently if desired. KEYS and its representatives do not warrant the accuracy of information contained herein.

SPECIFICATIONS

1. Introduction

KEYS seeks a qualified consultant to provide consulting services to perform a comprehensive security and risk assessment of the Information Technology (IT) and Operations Technology/ SCADA (OT) enterprise level IT assets. Assessment of security controls and procedures at the IT and OT Technology center to include, but not limited to, enterprise directory services, firewalls, intrusion detection systems, and physical security controls. Detailed security assessment, based on leading practices, to analyze the external footprint of the IT and OT by performing vulnerability scans against all IT and OT assets and further to perform penetration testing against IT and OT determined high-risk assets identified during the scans.

The security and risk assessment will involve but is not limited to physical servers, virtual servers, network and core switches, routers, firewalls, and a subset of desktop computers on two separate networks. Assessment of security controls and procedures, vulnerability scans, and penetration tests are required.

2. General Description of Services Sought

Consulting services to perform a comprehensive security and risk assessment of the Information Technology (IT) and Operations Technology/ SCADA (OT) enterprise level IT assets. Under no circumstances should the process of assessment or discovery cause harm to systems or network assets.

2.1. External Network Vulnerability Assessment

2.1.1. Discovery

2.1.2. Network Penetration Tests

2.1.2.1. Physical and Remote Corporate IT Network

2.1.2.2. Physical and Remote SCADA OT Network

2.1.3. Denial of Service Test

2.1.3.1. Corporate IT Network

2.1.4. Vulnerability Validation and Classification

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2.2. Internal Network Vulnerability Assessment

2.2.1. Discovery

2.2.2. Tests including but not limited to

2.2.2.1. Corporate IT Network

- 2.2.2.1.1. Bad Accounts
- 2.2.2.1.2. Weak or Default Passwords
- 2.2.2.1.3. Inappropriate permissions
- 2.2.2.1.4. Access Control Issues
- 2.2.2.1.5. Information Leaks
- 2.2.2.1.6. Inadequate patching
- 2.2.2.1.7. Inappropriate Certs

2.2.2.2. SCADA OT Network

- 2.2.2.2.1. Bad Accounts
- 2.2.2.2.2. Weak or Default Passwords
- 2.2.2.2.3. Inappropriate permissions
- 2.2.2.2.4. Access Control Issues
- 2.2.2.2.5. Information Leaks
- 2.2.2.2.6. Inadequate patching
- 2.2.2.2.7. Inappropriate Certs

2.2.3. Vulnerability Validation and Classification

2.2.4. Security Configuration Review including but not limited to

- 2.2.4.1. Active Directory**
- 2.2.4.2. VMWare Platform**
- 2.2.4.3. Hardware Configurations and Patching**
- 2.2.4.4. Workstation and Server Patching**
- 2.2.4.5. Network Configurations and patching**

2.3. Web Application Vulnerabilities Assessment including but not limited to

2.3.1. SCADA Web

2.3.2. FileNexus

2.3.3. Citysuite

2.3.4. Northstar

2.3.5. Milsoft

2.4. Firewall and Perimeter Network Review (both IT and OT) including but not limited to

2.4.1. Review current firewall architecture

2.4.2. Perform a firewall rule set review on firewalls identifying any gaps or risks

2.4.3. Review firewall patch levels

2.4.4. Review firewall logging functionality

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- 2.4.5. Review DMZ configuration
- 2.4.6. Review IDS/IPS configuration
- 2.4.7. Review firewall backup procedures

2.5. Telephony including voicemail Vulnerability assessment

2.6. Physical Penetration Test

- 2.6.1. 1001 James Street Administration Building
 - 2.6.1.1. Social Engineering Penetration Test
- 2.6.2. 6900 Front Street Stock Island Power Plant facility
 - 2.6.2.1. Social Engineering Penetration Test
 - 2.6.2.2. Warehouse Building
 - 2.6.2.3. Generation Building
 - 2.6.2.4. T&D Building
 - 2.6.2.5. 69KV Building (Networking Area ONLY)

3. Deliverables

3.1. Executive Summary targeted for public consumption, senior leadership, and Utility Board of Key West

- 3.1.1. State of current assessment of security posture
 - 3.1.1.1. Corporate IT Network
 - 3.1.1.2. SCADA OT Network

3.2. Detailed security assessment report with vulnerabilities categorized by priority

- 3.2.1. Detailed review of the risks
- 3.2.2. Provide recommendations for remediation and business impacts of any gaps in best practices
- 3.2.3. Provide recommendations for any additional modules, software, services, or hardware to mitigate vulnerabilities and risks
- 3.2.4. Outline gaps with NERC CIP standards

3.3. Security Improvement Plan

- 3.3.1. Short term plans
- 3.3.2. Long term plans

3.4. Data Center Back up site recommendations to comply with NERC CIP

SCHEDULE

Assessment to commence late spring 2022, not later than July 1, 2022

Deliverables must be completed no later than September 1, 2022

BLACK OUT DATES

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There are no set backout dates for this assessment, however, due to the nature of KEYS location and the likelihood of serious weather events between June and November this project may be postponed due to inclement weather.

PROPOSAL CONTENTS & EVALUATION

The proposal should include a description of the firm's capabilities and experience with providing the requested services, including a description of any special qualifications which are indicative of working familiarity with similar projects. Three references of similar projects will be required.

The proposals will be evaluated by a review team. The evaluation criteria will include a variety of considerations, including, but not limited to:

- a. Experience with similar projects;
- b. Familiarity with governmental systems and operations;
- c. Range and suitability of services provided;
- d. Project management approach;
- e. Pricing;
- f. References.

BID SUBMITTAL

Proposals shall be submitted electronically via VendorLink or DemandStar prior to the opening date and time. Emailed proposals will not be accepted. Should a vendor not be able to submit via VendorLink or DemandStar, paper submittals will be accepted. Paper submittals must be received prior to the opening date and time in order to be considered.

Bid bonds and/or cashier's checks must be sent via **FedEx or UPS only** to:

Keys Energy Services
Bid Opening Committee
6900 Front Street Extended
Key West, Florida 33040

Bidders must submit the following to be found responsive:

1. Bid Bond or Cashier's Check for 5% of Total
2. Proposal Pages 1-3
3. Bidder's Statement
4. Public Entity Crimes Sworn Statement
5. Drug-Free Workplace Statement
6. Safety Compliance Affidavit
7. Insurance Agent's Statement
8. Non-Disclosure Agreement
9. Hourly Rates for consulting – to be used should additional work/material outside of scope of work is required
10. Three references of similar projects

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KEYS ENERGY SERVICES **GENERAL TERMS & CONDITIONS**

ADDITIONS/DELETIONS

KEYS reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the best interest of KEYS.

ALTERATIONS IN PROPOSAL

Except as otherwise provided herein, Proposals which are conditional in any way, or which contain erasures or interlineations not authenticated as provided herein, or which contain items not called for, items not in conformity with applicable laws, changes, additions, recapitulations, alternative Proposals, or any other modifications of the Proposal forms which are not specifically called for in the Contract Documents, will be rejected as not responsive unless specifically agreed to in writing by KEYS. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin immediately opposite the correction, the handwritten initials of each person executing the Proposal.

APPLICABLE LAW

This Contract shall be interpreted in accordance with the law of the State of Florida.

ASSIGNMENT

No contract awarded under these terms, conditions, and specifications, may be sold, transferred or assigned in full or part without the written permission of KEYS. Such written permission shall not relieve contractor from its obligations and liabilities.

ATTORNEY FEES

The prevailing party in any litigation or mediation relating to the contract shall be entitled to recover its reasonable attorney fees and costs from the other party for all matters, including, but not limited to, appeals.

BASIS OF AWARD

- A. The award will be made by KEYS on the basis of the Proposal from the lowest responsive* responsible**, Bidder which, in KEYS' sole and absolute judgment, will best serve the interest of KEYS.
- B. KEYS reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposal.
*Responsive Bidder: Any person, firm, or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free of excisions or special conditions and has no alternative bids for any item unless requested in the technical specifications.
**Responsible Bidder: Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate manpower and equipment to do the work properly and within the time limit that is established, has adequate financial status to meet his obligations contingent to the work and has a history of performance of like contracts (acceptable to KEYS).
- C. Evaluation: The lowest evaluated price shall be determined from an analysis which assesses the impact of the contract price, operational and maintenance costs.

BID BOND/CERTIFIED CHECK

Each proposal should be accompanied by a Bid Bond or Certified Check payable to the UTILITY BOARD OF THE CITY OF KEY WEST in an amount not less than five (5%) percent of the amount of the proposal as security.

BID PROPOSAL PRICING

All bid proposals must remain firm for 120 days minimum.

BIDDER QUALIFICATIONS

Please provide this information in your bid response.

COMPLETENESS OF PROPOSAL

- A. Each Bidder shall respond to all items on Proposal Page. When quoting on all items including optional items, bidders shall insert the words "No Bid" in the space provided for any item for which no offer is made. Failure to do so may result in the Proposal being rejected as not responsive.
- B. KEYS will consider alternative, additive, or deductive options with no initial pricing.
- C. Each Proposal shall include specific acknowledgment of receipt of all Addenda issued during the bidding period. Failure to do so may result in the Proposal being rejected as not responsive.
- D. Each Bidder shall furnish information relating to its experience, facilities, material, equipment and business as is required by the Proposal form. Failure to do so may result in the Proposal being rejected as not responsive.
- E. Additional technical data furnished by a Bidder, but not required by the Request for Proposal (RFP), may at KEYS' option be considered part of the Proposal to the extent that it is supplementary to, is consistent with and not contrary to the RFP.

CONTACT REFERENCES

KEYS contact for bidding requirements and technical specifications: Tyler Randolph, Supervisor of Purchasing, Tyler.Randolph@keysenergy.com or purchasing@keysenergy.com.

CONTRACT DURATION

The duration of the base contract shall be from the date of execution by the Utility Board through September 30, 2022. The contract can be extended for 2 additional 2 year terms, the first in fiscal year 2024 and the second in fiscal year 2026. If this contract is for a unit price

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and estimated quantities and if KEYS desires, KEYS and Contractor can extend the contract at the same unit price. KEYS reserve the right to cancel this contract without cause with 30 days written notice and with cause within 10 days.

CONTRACT CHANGES

No changes, over the contract period, shall be permitted unless prior written approval is given by the Utility Board of the City of Key West, Florida. No Contractor shall assign the contract or any rights or obligations there under without the written consent of KEYS. In the event of such approved subcontracting, contractor agrees to provide KEYS with written documentation relative to the Subcontractor(s) employed in this contract.

CONTRACT COMPLIANCE

All contracts are subject to the terms and conditions of the Fair and Accurate Credit Transactions Act of 2003. The said provisions and compliance therewith are expressly made part of the contract and are binding covenants on the party contracting with KEYS.

CONTRACTOR LIABILITY

In the event of default by Contractor, KEYS reserves the right to utilize the next lowest Bidder as the new Contractor. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its proposal or bid for this specification.

ENTIRE AGREEMENT

The terms, specifications and/or drawings included in a duly executed contract will constitute the entire agreement between the parties. No modification or waiver of terms of this agreement shall be binding, unless in writing, signed by a duly authorized representative of KEYS.

ERROR IN BID CALCULATION

In the event there is a mathematical error in the bid, KEYS will recalculate using the line items and correct the total.

EXECUTION OF PROPOSAL

If a Proposal is made by a partnership, it shall contain the name and address of each partner and shall be executed in the partnership name, followed by the handwritten signature of a partner authorized to execute the Proposal for the partnership. If a Proposal is made by a corporation, it shall be executed in the name of the corporation, followed by the handwritten signature of an officer authorized to execute the Proposal for the corporation, and the printed or typewritten designation of the office he holds in corporation. Another partner of the partnership or official of the corporation shall attest to the authority of the person executing the Proposal. KEYS may require any Bidder to furnish certified copies of extracts of the minutes of meetings of the governing body of the Bidder authorizing execution of the Proposal and Contract Documents.

FORCE MAJEURE

KEYS shall not be liable in any way to contractor as a result of an event, circumstance or act of a third party that is beyond a party's reasonable control (e.g. an act of God, and act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war and riots).

LITIGATION SEARCH

KEYS reserve the right to conduct a litigation search on contractor's history of past litigation.

LIQUIDATED DAMAGES

In the event the Scope of Work is not substantially complete on or before September 1, 2022, liquidated damages shall be payable by Contractor to KEYS in the amount of \$100.00 per day for each day the Scope of Work is not substantially complete.

The parties recognize that the damages to be incurred by KEYS as a result of delay in completion of the Scope of Work are difficult to estimate at this time and would be difficult for KEYS to prove. The parties intend that the payment of Liquidated Damages set forth above would serve to compensate KEYS for its damages resulting from such delay in completion, and constitutes a reasonable, good faith approximation of such damages. The liquidated damages set forth herein are not intended to, nor shall be construed to, function as a penalty, and shall not preclude other remedies available to KEYS at law or in equity.

MATERIAL

No goods or materials provided pursuant to the proposal shall consist of or contain any equipment which has been manufactured or supplied by persons or entities owned by, controlled by, or subject to the jurisdiction or direction of the government of the People's Republic of China.

MODIFICATION OF PROPOSAL

A modification of a proposal already received will be considered only if the modification is received prior to the time last announced for opening Proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal, fax or E-mail. Phone modifications will not be considered.

NOTICE TO PROCEED

KEYS will issue the successful bidder a Notice to Proceed after the following activities have been completed: 1) the Performance Bond and Insurance Certificates have been received and approved by KEYS, 2) a meeting has been held and issues regarding environmental, lien releases, payment procedures, safety, security, and use of sub-contractor notification were discussed. The successful bidder will be asked to complete the signature to acknowledge receipt of this notice.

OPENING PROPOSALS

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At the time and place last announced for opening Proposals, each Proposal which has been received prior to the time last announced for opening Proposals, except those which have been properly withdrawn, will be publicly opened, irrespective of any irregularities or informalities in such Proposals.

KEYS INSPECTIONS/MEETINGS

KEYS will make inspections and/or meetings as deemed necessary to ensure that all work is being performed in compliance with these specifications and guarantees.

PAYMENT

Payment will be made after acceptance of services and materials and within 30 days after receipt of invoice. KEYS will hold 10% retention until 30 days after project completion and final acceptance. Contractor will complete and submit the provided Contractor's Request for Payment form, prior to any payment of draw request. Contractor's request for payment shall be accompanied by a breakdown of material and labor associated with that particular request. KEYS does not pay service charges on late payments.

PENALTIES

KEYS reserves the right to increase or decrease quantities shown without penalties.

PERSONNEL

- A. The project supervisor must be capable of communicating fluently in English at all times.
- B. On a project, the foreman must be capable of communicating fluently in English.
- C. All employees of company must be United States Citizens or legally authorized to reside and work in the United States.
- D. KEYS may request at any time throughout the contract the following within eight (8) hours:
 - Proof of citizenship for all employees
 - Proof of employee's salary is at or above state and federal minimum requirements
 - Proof of eligibility to legally work in the United States

POSTPONEMENT OF OPENING

KEYS reserves the right to postpone the date and time last announced for opening Proposals and such postponement may be made at any time prior to the time last announced for opening Proposals. KEYS will give written notice in the form of an Addendum by email to each party to whom Contract Documents have been issued in addition to posting the Addendum on DemandStar, Vendorlink, and Keysenergy.com websites, stating the change in date and time of any such postponement.

PRICES

- A. All prices bid shall be firm unless the conditions of the RFP permit price escalation. If an escalation method or indices are specified, the Bidder shall indicate in its bid the specific items subject to escalation, and shall give the method and indices to be used in computing the amount thereof.
- B. The vendor shall provide the proposal price in U.S. dollars only.

PROPOSAL GUARANTEE

- A. The Proposal Guarantee shall be the cashier's check or Bid Bond required in the Notice to Bidders. A bid bond or cashier's check in lieu of a surety bond in the amount of (five) 5% of the proposal shall be submitted with all proposals. This bid bond requirement is to be used as security and will be returned to bidder after KEYS enters into a Contract with the successful bidder. This (five) 5% shall be based on the total bid price. The bid bond or cashier's check shall be valid for a period of no less than 120 days after bid opening date.
- B. KEYS may reject all Proposals, and in such event, all cashier's checks and Bid Bonds will thereupon be returned to the Bidders.
- C. When a Proposal is accepted, all checks and Bid Bonds will thereupon be returned to the bidders, except for the approved proposal. The cashier's check or Bid Bond of the approved Bidder will be returned after completion of the requirements in the following paragraph.
- D. Within (ten) 10 days after delivery of Notice of Utility Board Approval, or such additional time as is allowed by KEYS, the Bidder shall furnish satisfactory Performance and Payment Bond, Insurance Certificate and Insurance Policies.

PROTESTS

Any bidder who believes he has been aggrieved in connection with the staff recommendation or award of a contract may protest in writing to the KEYS Purchasing Department. The deadline for filing a protest is prior to the commencement of the Utility Board meeting wherein the award is to be considered. It is the responsibility of the bidder to ascertain the bid award information from DemandStar or VendorLink. Protests shall specifically describe the subject matter and facts giving rise to the protest.

PUBLIC RECORDS ACT

Pursuant to F.S. 119.0701 of the Public Records Act, any request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. Contractors is required to comply with public records laws and upon request by the public records custodian, shall provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost not to exceed the cost provided in Ch. 119, F.S. or as otherwise provided by law. A contractor who fails to provide the records to the agency within a reasonable time may be subject to penalties as provided in F.S. 119.10

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO

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PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**KEYS ENERGY SERVICES
P.O. BOX 6100
Key West, FL 33041-6100
(305) 295-1067
Gricel Owen
Email: gricel.owen@keysenergy.com**

PUBLIC ENTITY CRIME CLAUSE

Any person submitting a bid or proposal in response to this invitation must execute the enclosed form **FOR 094, SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**, including proper check(s), in the space(s) provided, and enclose it with his bid proposal. If you are submitting as bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copies of the form are executed by them and are included with your bid or proposal. Corrections to the form will not be allowed after the bid or proposal opening time and date. Failure to complete this form may result in immediate disqualification of your bid or proposal.

QUALITY ASSURANCE PROVISIONS

A system of test and inspection shall be used to insure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately.

RELEASE OF LIENS

Contractor is to furnish a release of liens for sub-contractual materials and labor prior to each payment. In addition, contractor is to furnish the standard form of "Statement Concerning Claims."

REJECTION

The Utility Board reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to separately accept or reject any item, items, bid schedule or bid schedules of the proposal which the Utility Board deems to be in the best interest of the Utility Board.

RETAINAGE

A 10% retainage fee will be applied to all payment requests.

SCOPE OF WORK

While KEYS has tried to anticipate all Work required under and during the term of this contract, the parties understand and agree that the Work required herein may require without notice to contractor, the performance of Extra Work or the omission of Work previously required. KEYS may at any time and without notice to contractor, require changes in the scope of Work under this contract as KEYS may find necessary or desirable. Such changes may include the omission of Work previously required.

- A. KEYS shall notify contractor of the change in scope work via Change Order, which shall become part of the Contract Documents. If a Change Order directs Contractor to omit Work, contractor shall refrain from performing it.
- B. Contractor shall perform Extra Work only pursuant to the issuance by KEYS of Change Order. Records of any Extra Work performed by contractor shall be reviewed daily by contractor and KEYS, duplicate copies of accepted records made and signed by both contractor or his representative and KEYS, and one (1) copy retained by each.

SECURITY/BACKGROUND CHECK

KEYS may require successful bidders to supply a complete listing of all individuals that will perform work at the various sites. KEYS may run DMV and mandatory felony and misdemeanor background checks due to security reasons. The successful bidder must expressly agree to the right for KEYS to run the aforementioned checks.

KEYS reserve the right to perform background checks during the entire duration of the contractual agreement. Contractor will advise KEYS immediately of any employee staff changes before they are permitted on-site. Non-compliance of security/background check portion of the bid specifications will result in rejection of the proposal or termination of awarded contractual agreement.

SEVERABILITY

If any of these General Terms & Conditions is determined to be invalid, illegal or enforceable, the remaining provisions of these General Terms & Conditions remain in full force to the extent permitted by law.

SUBCONTRACTORS

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Each Bidder shall list on the Proposal form the name of each construction subcontractor who will furnish in excess of 10% of the Project. Failure to do so shall entitle KEYS, at its option, to reject the bid.

SUBMISSION OF PROPOSAL

It is the sole responsibility of each Bidder to deliver its Proposal to KEYS at the place designated for receiving Proposals and prior to the time for opening Proposals last announced to Bidders. Any Proposal received after the time last announced for opening Proposals may be retained by KEYS or returned to the Bidder, but such Proposal shall be rejected as not responsive.

SUPPLY BOND

Within ten (10) days after notification of award of the Contract to Bidder, Bidder shall obtain and provide to KEYS a Supply Bond in favor of, or a Certified Check or Cashier's Check payable to, the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA in an amount not less than 100% of the amount of the total Contract, to secure the awarded Bidder's obligation to provide the goods and materials specified on time and at the cost set forth in the Proposal. Bidder shall maintain such surety in force and effect until such time as all goods and materials are delivered to KEYS. KEYS shall have the right under such surety to recover the difference between the Contract price and any revised pricing in the event Contract prices for any goods and/or materials are not honored, and/or to recover the liquidated damages set forth herein in the event goods and/or materials are not delivered within the time period specified in the Contract. Failure of Bidder to supply such surety within the time specified may result in award revocation. In the event Bidder elects to satisfy this obligation by provision of a Certified Check or Cashier's Check, and Bidder honors the above-listed obligations secured by the surety, KEYS will return or destroy such check, at Bidder's election, within ten days of delivery of all goods and materials as set forth in the proposal.

TAX

The prices of materials set forth herein shall not include state sales tax or local option tax. KEYS is generally exempt from state sales tax, (sales tax number 85-8012621609C-2), and local option tax. However; any purchases of materials for construction of new electrical transmission and distribution facilities are subject to state sales tax and local option tax.

TERMINATION OF CONTRACT

When deemed to be in the best interest of KEYS, any awards or contracts resulting from this specification may be cancelled by KEYS by the following means: 1) ten (10)-day written notice with cause; or 2) thirty (30)-day written notice without cause.

WITHDRAWAL OF PROPOSAL

Each Proposal shall constitute an offer to KEYS as outlined therein and shall be irrevocable after the time last announced for opening Proposals. Any Bidder may withdraw its Proposal by giving written notice to KEYS at the place such Proposals are to be received and at any time prior to the time last announced for opening Proposals. After the time last announced for opening Proposals and until execution of the Contract, no Bidder will be permitted to withdraw its Proposal for a period exceeding 120 days after the time last announced for opening Proposals.

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INSURANCE SECTION

INDEMNITY AND INSURANCE REQUIREMENTS

By the signing of this contract and these indemnity and insurance requirements, the vendor agrees with the provisions shown below.

INDEMNITY

Contractor shall indemnify, defend and hold harmless KEYS and their officers, partners, agents, employees and servants from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of liability imposed by law or by bodily injuries, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Contract, whether such injuries to or death of persons or damages to property are due or are claimed to be due to operations, errors, omissions, or negligent acts of KEYS or any of their officers, partners, agents, employees or servants, excepting only such injuries or damages as shall have been finally determined to have resulted solely from errors, omissions or negligent acts of KEYS or of their officers, partners, agents, employees or servants or independent contractor directly responsible to KEYS. For this indemnity, the Utility Board of the City of Key West will pay the sum of ten dollars (\$10.00). The bidder shall add this amount (\$10.00) to their base bid proposal, which will be included in payment to firm.

INSURANCE REQUIREMENTS

The insurance provided by the Vendor pursuant to this Contract shall apply on a primary basis and any other insurance provided by KEYS shall be excess of and not contributory to the insurance provided by the Vendor.

During the term of this agreement, except as specifically provided herein, contractor shall provide and maintain, at his sole cost and expense, insurance in the following types and amounts to cover all work under this agreement, including that done by sub-contractors.

The Vendor shall not commence any work on the contract until he has provided KEYS with proof of coverage's required, in the form an original certified Certificate of Insurance properly signed by the authorized agent of the insurance company. The insurance company must be an eligible surplus lines company or a company authorized by the Florida State Department of Insurance to sell the specific insurance required or with respect to Workers' Compensation authorized as a group self-insurer by Florida Statute 440.57. The agent of the insurance company must be licensed to sell the insurance coverage's required under this contract. Without limiting any of the other obligations or liabilities of the Vendor, the following insurance coverage's with indicated limits of liability are mandatory under this contract. Those coverage's with no limits shown are not required.

VENDOR'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

- A. The Vendor acknowledges that the performance of this contract is, or may be, subject to Federal, State, and Local laws and regulations enacted for the purpose of protecting, preserving, or restoring the environment. The Vendor shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.
- B. The Vendor's performance under this contract shall include, but not be limited to:
1. Performance in a manner to minimize disturbance of or damage to the environment.
 2. To the extent caused by the performance of this contract by or on behalf of the Vendor, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.
- C. The Vendor shall be responsible for any fines, penalties, damage, or assessments made against the Vendor or KEYS resulting from the performance of this contract by or on behalf of the Vendor.
- D. The Vendor's obligation under paragraph B and C above shall survive the contract and shall not be limited in any manner by acceptances of final payments.

WORKERS COMPENSATION--EMPLOYER'S LIABILITY INSURANCE

Shall provide benefits consistent that will respond to all benefits as prescribed by Florida Statutes. To include employers Liability Insurance shall be provided in accordance with statutes of the Florida Workers Compensation Act, Federal Employers Liability Act and any other applicable federal or state laws. Customarily provided under the standard Workers Compensation Policy shall provide the following limits:

- Each Accident \$ 1,000,000.00
- Disease-Policy Limit \$ 1,000,000.00
- Disease-Each Employee \$ 1,000,000.00

COMMERCIAL GENERAL LIABILITY INSURANCE

This insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as published by the Insurance Services Office (ISO) as filed for use in Florida without the attachment of restrictive endorsements other than the elimination of medical payments and fire damage legal liability.

General Aggregate	\$ 2,000,000.00
Limit of Insurance per project	
Products/Completed Operation (Coverage for 3 yrs. after contract completion)	\$ 2,000,000.00
Personal & Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00

KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR INFORMATION SERVICES SECURITY AND RISK ASSESSMENT

BUSINESS AUTOMOBILE POLICY

This insurance shall cover those sources of liability which would be covered by Part IV of the latest edition of the standard business auto policy form (ISO) as filed for use in Florida without attachments of restrictive endorsements. Coverage's shall include owned, non-owned, and hired autos.

The policy shall be endorsed to include coverage as required by Section 29 and 30 of the Motor Carrier Act of 1980 (MCS 90).

Each Occurrence Bodily Injury and Property Damage Liability Combined \$ 1,000,000.00

ADDITIONAL INSURED

The Utility Board of the City of Key West shall be included as an additional insured for Comprehensive General Liability Form (ISO).

WAIVER OF SUBROGATION

Contractor's Workers Compensation and Commercial General Liability insurance shall include a Waiver of Transfer of RIGHTS OF Recovery against others to KEYS (ISO Form). The Utility Board of the City of Key West must be named in the schedule for the specific project involved.

PROFESSIONAL LIABILITY

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the KEYS against any damages caused by an error, omission or any negligent acts. Limits of not less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate shall be provided.

CYBER LIABILITY INSURANCE

Cyber Liability Coverage shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence. Cyber liability policies protect businesses against lawsuits filed by customers and other parties that result from security or privacy breaches. Some cover claims alleging libel or slander, invasion of privacy, or infringement of copyright and other intellectual property rights. Note that virtually all cyber liability policies apply on a claims-made basis.

**KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR
INFORMATION SERVICES SECURITY AND RISK ASSESSMENT**

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following limits apply to the corresponding policy for the following company:

DATE: _____ FIRM NAME: _____

POLICY (Type /Number)

LIMITS

_____	_____
_____	_____
_____	_____
_____	_____

Acknowledgement of the additional insured and waiver of subrogation requirements: _____
Initials

Liability policies are _____ Occurrence _____ Claims Made

Name of Insurance Agency

Signature of Insurance Agent

SUBMITTED BY: _____

Print Name & Title

NOTE: EACH BIDDER SHALL PROVIDE A COPY OF COMPLETED CERTIFICATE OF INSURANCE COMPLYING WITH THE AFOREMENTIONED INSURANCE REQUIREMENTS OR SIGN AND DATE THE ABOVE INSURANCE AGENT'S STATEMENT AND AGREE TO PROVIDE A VALID CERTIFICATE OF INSURANCE UPON NOTIFICATION OF CONTRACT AWARD.

**KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR
INFORMATION SERVICES SECURITY AND RISK ASSESSMENT**

BIDDER'S STATEMENT

In consideration of this contract, if awarded, the Vendor agrees without reservation to KEYS' Terms & Conditions, Indemnification Clause, and insurance clause herein. The signing of this statement confirms the Vendor's acceptance, which will become a part of the contract.

DATE: _____

FIRM NAME: _____ EMAIL: _____

SUBMITTED BY: _____
Print Name & Title

SIGNATURE: _____

WITNESS: _____

**NOTICE: THIS SIGNATURE PERTAINS TO THE ACKNOWLEDGEMENT AND
ACCEPTANCE OF THE ENTIRE TERMS & CONDITIONS. ANY EXCEPTIONS TO
THIS AGREEMENT SHOULD BE NOTED SEPARATELY.**

**FAILURE TO COMPLETE ABOVE NOTED DOCUMENT WILL RESULT IN
NON-COMPLIANCE WITH THESE SPECIFICATIONS.**

**KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR
INFORMATION SERVICES SECURITY AND RISK ASSESSMENT**

Keys Energy Services
Safety Compliance Affidavit

Keys Energy Services [KEYS] requires all Contractors to follow the American Public Power Association (APPA) Safety Manual while working for KEYS on all projects.

It is solely contractor's Responsibility to:

1. Obtain the latest edition of the APPA Safety Manual at their expense from the American Public Power Association (<http://www.publicpower.org/Topics/Landing.cfm?ItemNumber=38512>)
2. Comply to the required safety protocols described in the APPA Safety Manual – for contractor's employees and sub-contractors;
3. Appoint a qualified employee who is authorized to monitor, supervise and ensure compliance to APPA Safety Manual's protocols on the job site and
4. Do whatever is necessary for safety compliance and be solely and completely responsible for conditions of the job site, including safety of all persons and property during the project's duration.

It is not the responsibility of KEYS to review or police contractor's implementation of the APPA Safety Manual's protocols.

As the person authorized to sign this affidavit, I certify that this firm understands and will fully comply with the above requirements.

Company Name: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date Signed: _____

**KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR
INFORMATION SERVICES SECURITY AND RISK ASSESSMENT**

DRUG-FREE WORKPLACE STATEMENT

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statutes Section 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Print Name _____

Vendor's Signature _____

Date: _____

**KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR
INFORMATION SERVICES SECURITY AND RISK ASSESSMENT**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employee, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means:

KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR INFORMATION SERVICES SECURITY AND RISK ASSESSMENT

a. any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

b. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with the convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer, determined that is was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDE IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, affixed his/her signature in the space provided above on this
_____ day of _____ of 20_____.

NOTARY PUBLIC

My Commission Expires:

Mutual Non-Disclosure and Use of information Agreement

Information Services Security and Risk Assessment

This Non-Disclosure and Use of Information Agreement (the "Agreement") is made and entered into as of this Enter Date (15th day of June, 2016) by and between Utility Board of the City of Key West, Florida d/b/a Keys Energy Services ("KEYS") and Participating Entity (each a "Party"). The development and implementation of Information Services Security and Risk Assessment between KEYS and Participating Entity may necessitate the exchange of certain confidential and/or proprietary information.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, KEYS and Participating Entity agree as follows:

- 1) Purpose, Scope, and Definitions. The purpose of this Agreement is to permit KEYS and Participating Entity to exchange Confidential Information (as defined below) as needed to pursue the development and implementation of Information Services Security and Risk Assessment

"Confidential Information" under this Agreement consists of:

- i) all information disclosed by KEYS or Participating Entity, or any of its employees, directors, officers, affiliates, partners, agents, advisors or other representatives (collectively "Representatives") pursuant to that Participating Party's participation in or contribution to the development or implementation of an Information Services Security and Risk Assessment, whether disclosed prior to or following the execution of this Agreement;
 - ii) any information or documentation produced by KEYS or Participating Entity, or any of its Representatives, under any Information Services Security and Risk Assessment, including any analysis of such information, and whether produced prior to or following the execution of this Agreement;
 - iii) any aggregation, consolidation, or listing of information or documentation disclosed by KEYS or Participating Entity, or any of their respective Representatives, pursuant to the development or implementation of an Information Services Security and Risk Assessment; and
 - iv) all observations of equipment (including computer screens) and oral disclosures related to the development of any Information Services Security and Risk Assessment, including the systems, operations, and activities of KEYS or Participating Entity, whether such observations or oral disclosures were made prior to or following the execution of this Agreement.
- 2) Non-Disclosure and Use of Confidential Information. KEYS and Participating Entity agree (i) to maintain the confidentiality of all Confidential Information obtained, (ii) without the express permission of the Participating Party providing such information, not to disclose such information to third parties, except as otherwise expressly authorized herein and (iii) to use such information only for the express purpose of Information Services Security and Risk Assessment, including in connection with any request for or provision of Information Services Security and Risk Assessment between KEYS and Participating Entity. KEYS and Participating Entity shall use the Confidential

Information received hereunder only for the purposes identified herein. Any other use shall be prohibited unless the prior written consent of the party that provided the Confidential Information sought to be used is obtained.

3) Exemptions to Non-Disclosure. Notwithstanding Sections 1 and 2, KEYS and Participating Entity shall not have breached any obligation under this Agreement if the Confidential Information is disclosed to a third party when the Confidential Information:

- a) was in the public domain at the time of such disclosure or is subsequently made available to the public by the Party who provided the Confidential Information, or otherwise consistent with the terms of this Agreement; or
- b) had been received or independently developed by such Party at or prior to the time of disclosure through a process other than the development or implementation of Information Services Security and Risk Assessment; or
- c) is subsequently disclosed to the Party by a third party without restriction on use and without breach of any agreement or legal duty; or
- d) subject to the provisions of Section 4, is used or disclosed pursuant to statutory duty, such as a public records act request, or an order, subpoena, discovery request, or other lawful process issued by a court or other governmental authority of competent jurisdiction or in a judicial proceeding; or
- e) is disclosed by unanimous written agreement of KEYS and Participating Entity whose information is subject to such disclosure; or
- f) after the time of its disclosure hereunder, becomes subsequently available to such Party on a non-confidential basis from a source not known by such Party to be bound by a confidentiality agreement or secrecy obligation in respect thereof.

4) Notice of Pending Third-Party Disclosure or Unauthorized Disclosure.

- a) In the event that any governmental authority issues an order, subpoena, or other lawful process or KEYS or Participating Entity receives a discovery request in a civil proceeding ("Legal Process") requiring the disclosure of any Confidential Information, the Party receiving such Legal Process shall notify in writing the other Party within five (5) business days of receipt. The Party receiving such Legal Process shall not be in violation of this Agreement if it complies with the Legal Process requiring disclosure of the Confidential Information after three (3) days following Party notification, as set forth above.
- b) KEYS and Participating Entity shall not disclose any Confidential Information in response to a request under the federal Freedom of Information Act, 5 U.S.C. § 552, as amended, or an equivalent state or local open records law, except as required by law as determined in the written opinion of such Party's legal counsel. Upon receipt of a Freedom of Information Act or public records disclosure request, such Party shall: (i) notify each Party whose information is

subject to such disclosure request immediately upon receipt of a request for public records that include all or part of the Confidential Information; and (ii) if, in the written opinion of the legal counsel for the Party receiving the information request, the Confidential Information is not legally required to be disclosed, treat the requested Confidential Information as exempt from disclosure to the extent permitted by applicable law. The Party receiving the information request shall cooperate with the Party whose information is subject to such disclosure request in challenging the request or seeking another appropriate remedy, as necessary. If such challenge to the request is not successful and another remedy is not obtained, only that portion of the Confidential Information that is legally required to be disclosed, as determined in the written opinion of the Party's legal counsel, shall be disclosed.

- c) **Unauthorized Disclosure:** If KEYS or **Participating Entity** becomes aware that Confidential Information has been or likely has been disclosed to a third party in violation of this Agreement, the Party will immediately notify the other Party that provided the disclosed Confidential Information in writing, provide a description of the information disclosed, and provide reasonable assistance to the Party that provided the disclosed Confidential Information to recover the Confidential Information and prevent further unauthorized disclosure.
- 5) **Term.** This Agreement shall remain in effect as to KEYS and **Participating Entity** unless and until KEYS or **Participating Entity** seeks to withdraw from the agreement provides ten (10) days' prior written notice to the other Entity, then this Agreement shall terminate with respect to such Party at the conclusion of such ten (10) day period; provided, however, that termination shall not extinguish any claim, liability, or cause of action under this Agreement existing at the time of termination. The provisions of Sections 1, 2, 3, 4, 5 and 6 shall survive the termination of this Agreement.
- 6) **Return or Destruction of Confidential Information.** Upon termination of this Agreement, all Confidential Information in the possession or control of **Participating Entity** and its Representatives that received such information shall be returned to the KEYS, including all copies of such information in any form whatsoever, unless otherwise instructed in writing by KEYS that disclosed the information. Notwithstanding the foregoing, if the Confidential Information is retained in the computer backup system of **Participating Entity**, the Confidential Information will be destroyed in accordance with the regular ongoing records retention process of **Participating Entity**. In lieu of return, **Participating Entity** may certify to KEYS in writing that all such Confidential Information, in any form whatsoever, has been destroyed. Notwithstanding anything in this paragraph 6 to the contrary, **Participating Entity** may retain a record copy of any Confidential Information if required to do so by applicable law. In such an instance, of **Participating Entity** shall identify in writing the specific Confidential Information retained and shall provide KEYS with a written commitment to return or destroy the retained Confidential Information upon the expiration of the retention period required by law. The obligation under this Agreement to maintain the confidentiality of all Confidential Information shall continue to apply to such retained Confidential Information for so long as **Participating Entity** possesses such Confidential Information.
- 7) **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing, unless otherwise agreed by KEYS and **Participating Entity**, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, or by electronic mail or electronic facsimile transmission with an original sent immediately thereafter by postage prepaid mail, and properly addressed with respect to a particular Party, to such Party's representative as set forth on the signature page to this Agreement. An Party may from time to time

change its representative or address for the purpose of notices to that Party by a similar notice specifying a new representative or address, but no such change shall be deemed to have been given until such notice is actually received by the Party being so notified.

- 8) Complete Agreement; No Other Rights. This Agreement contains the complete and exclusive agreement of KEYS and Participating Entity with respect to the subject matter thereof. No change to this Agreement shall be effective unless agreed to in writing by all the then existing Entities. This Agreement is not intended to create any right in or obligation of any Party or third party other than those expressly stated herein.
- 9) No Warranties or Representations. Any Confidential Information disclosed under this Agreement carries no warranty or representation of any kind, either express or implied. A Party receiving such Confidential Information shall not be entitled to rely on the accuracy, completeness, or quality of the Confidential Information, even for the purpose stated in Section 1.
- 10) Injunctive Relief. KEYS and Participating Entity agree that, in addition to whatever other remedies may be available to the other Entities under applicable law, the other Entities shall be entitled to seek injunctive relief with respect to any actual or threatened violation of this Agreement by an Party or any third party receiving Confidential Information.
- 11) Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflicts of law provision or rule that would cause the application of laws of any other jurisdiction. The venue for any litigation arising from or relating to this Agreement shall be the 16th Judicial Circuit, Monroe County, Florida.
- 12) Attorney's Fees and Sovereign Immunity. In the event of litigation between the Parties, their successors and assigns, the prevailing party shall be entitled to recover all costs incurred and reasonable attorney's fees, including any costs and attorney's fees incurred in any appeals. Nothing in this Agreement shall be construed to constitute a waiver of KEYS' sovereign immunity pursuant to applicable statutes.
- 13) Assignment. This Agreement shall be binding upon KEYS and Participating Entity, their successors, and assigns. No Party may assign this Agreement without the prior written consent of the other Party.
- 14) Construction of Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against KEYS or Participating Entity but shall be construed in the manner that most accurately reflects the Entities' intent as of the date they executed this Agreement.
- 15) Signature Authority. Each person signing below warrants that he or she has been duly authorized by KEYS and Participating Entity for whom he or she signs to execute this Agreement on behalf of that Party.
- 16) Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same Agreement.

IN WITNESS WHEREOF, KEYS and Participating Entity have executed this Agreement as of the date set forth above.

Lynne Tejada

Date

KEYS
GM & CEO

1001 James Street
Key West, Florida 33040

Participating Entity

Date

Participating Entity Notice Address

KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR INFORMATION SERVICES SECURITY AND RISK ASSESSMENT

Proposal Page 1 of 3

(Please type or print all information)

Pursuant to and in compliance with your advertisement for bids and other contract documents relating thereto, the undersigned bidder, having familiarized himself with the terms and conditions affecting the performance of the contract contained in the specifications, hereby proposes and agrees to perform within the contract documents, schedules, and specifications for the following amounts.

Description	Not to Exceed Price
1.1. External Network Vulnerability Assessment	\$
1.1.1. Discovery	\$
1.1.2. Network Penetration Tests	\$
1.1.2.1. Physical and Remote Corporate IT Network	\$
1.1.2.2. Physical and Remote SCADA OT Network	\$
1.1.3. Denial of Service Test	\$
1.1.3.1. Corporate IT Network	\$
1.1.4. Vulnerability Validation and Classification	\$
1.2. Internal Network Vulnerability Assessment	\$
1.2.1. Discovery	\$
1.2.2. Tests including but not limited to	\$
1.2.2.1. Corporate IT Network	\$
1.2.2.1.1. Bad Accounts	\$
1.2.2.1.2. Weak or Default Passwords	\$
1.2.2.1.3. Inappropriate permissions	\$
1.2.2.1.4. Access Control Issues	\$
1.2.2.1.5. Information Leaks	\$
1.2.2.1.6. Inadequate patching	\$
1.2.2.1.7. Inappropriate Certs	\$
1.2.2.2. SCADA OT Network	\$
1.2.2.2.1. Bad Accounts	\$
1.2.2.2.2. Weak or Default Passwords	\$
1.2.2.2.3. Inappropriate permissions	\$
1.2.2.2.4. Access Control Issues	\$
1.2.2.2.5. Information Leaks	\$
1.2.2.2.6. Inadequate patching	\$
1.2.2.2.7. Inappropriate Certs	\$
1.2.3. Vulnerability Validation and Classification	\$
1.2.4. Security Configuration Review including but not limited to	\$
1.2.4.1. Active Directory	\$
1.2.4.2. VMWare Platform	\$
1.2.4.3. Hardware Configurations and Patching	\$
1.2.4.4. Workstation and Server Patching	\$
1.2.4.5. Network Configurations and patching	\$

**KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR
INFORMATION SERVICES SECURITY AND RISK ASSESSMENT**

Proposal Page 2 of 3

1.3. Web Application Vulnerabilities Assessment including but not limited to	\$
1.3.1. SCADA Web	\$
1.3.2. FileNexus	\$
1.3.3. Citysuite	\$
1.3.4. Northstar	\$
1.3.5. Milsoft	\$
1.4. Firewall and Perimeter Network Review (both IT and OT) including but not limited to	\$
1.4.1. Review current firewall architecture	\$
1.4.2. Perform a firewall rule set review on firewalls identifying any gaps or risks	\$
1.4.3. Review firewall patch levels	\$
1.4.4. Review firewall logging functionality	\$
1.4.5. Review DMZ configuration	\$
1.4.6. Review IDS/IPS configuration	\$
1.4.7. Review firewall backup procedures	\$
1.5. Telephony including voicemail Vulnerability assessment	\$
1.6. Physical Penetration Test	\$
1.6.1. 1001 James Street Administration Building	\$
1.6.1.1. Social Engineering Penetration Test	\$
1.6.2. 6900 Front Street Stock Island Power Plant facility	\$
1.6.2.1. Social Engineering Penetration Test	\$
1.6.2.2. Warehouse Building	\$
1.6.2.3. Generation Building	\$
1.6.2.4. T&D Building	\$
1.6.2.5. 69KV Building (Networking Area ONLY)	\$
2. Deliverables	
2.1. Executive Summary targeted for public consumption, senior leadership, and Utility Board of Key West	\$
2.1.1. State of current assessment of security posture	\$
2.1.1.1. Corporate IT Network	\$
2.1.1.2. SCADA OT Network	\$
2.2. Detailed security assessment report with vulnerabilities categorized by priority	\$
2.2.1. Detailed review of the risks	\$
2.2.2. Provide recommendations for remediation and business impacts of any gaps in best practices	\$
2.2.3. Provide recommendations for any additional modules, software, services, or hardware to mitigate vulnerabilities and risks	\$

**KEYS BID 02-22 SPECIFICATIONS FOR CONSULTING SERVICES FOR
INFORMATION SERVICES SECURITY AND RISK ASSESSMENT**

Proposal Page 3 of 3

2.2.4. Outline gaps with NERC CIP standards	\$
2.3. Security Improvement Plan	\$
2.3.1. Short term plans	\$
2.3.2. Long term plans	\$
2.4. Data Center Back up site recommendations to comply with NERC CIP	\$
Indemnity Fee	\$10.00
Total Not to Exceed Cost	\$

Company: _____

Contact Person: _____

Telephone: _____

Email: _____

Address: _____

Subcontractors: _____

Submitted by: _____
(Signature and Print Name)

Bid Bond Enclosed (Yes / No) or Cashier's Check: \$ _____

KEYS reserves the right to accept and/or reject any proposal or any portion of a proposal. Bidder shall submit with the proposal any constraints, if any.