

**REQUEST FOR PROPOSAL  
CYBER SECURITY ASSESSMENT  
RFP# 2019-012-1400003**

***INSTRUCTIONS TO OFFERORS***

This is a Loudoun Water Request for Proposal solicitation for sealed proposals to establish a contract through competitive negotiations for the requested goods/services. THIS IS NOT AN ORDER.

**Submittal of Responses:** Proposals must be either mailed or hand delivered to the reception desk at 44865 Loudoun Water Way, Ashburn, Virginia 20147 no later than 2:00PM on July 25, 2019. All times listed in this RFP are Eastern Standard Times.

**Inquiries:** Please direct all questions concerning this solicitation to the Loudoun Water Procurement Office at [procurement@loudounwater.org](mailto:procurement@loudounwater.org). Unauthorized contact with other Loudoun Water staff regarding the RFP may result in the disqualification of the offeror. Any changes resulting from inquiries shall be addressed in writing with an Addendum, provided that all questions are received not later than the deadline for questions set in section III (Proposed Project Schedule). Addenda can be downloaded from [www.loudounwater.org](http://www.loudounwater.org).

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**I. PURPOSE:**

The purpose of this Request for Proposal, RFP #2019-012-1400003, is to solicit sealed proposals to establish a contract through competitive negotiations for the purpose of conducting a Cyber Security Risk and Resiliency Assessment for Loudoun Water in order to comply with the requirements of America's Water Infrastructure Act of 2018 (AWIA), and optionally to conduct follow-on cyber security consulting, assessment, emergency response planning, and implementation activities for Loudoun Water. The initial assessment must cover Information Technology (IT), Operations Technology/SCADA (OT), Building Automation, and Access/Video Surveillance (AVS) network environments for Loudoun Water, and must be coordinated with a physical risk and resiliency assessment that is being performed by a separate contractor to ensure scope coverage and consistency. The initial assessment and report must be complete by December 31, 2019.

**II. BACKGROUND:*****Introduction***

Loudoun Water is a public body politic and corporate and an instrumentality of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, being Chapter 28, Title 15.1, Code of Virginia of 1950, as amended. Loudoun Water was created by action of the Board of Supervisors of Loudoun County, Virginia and was chartered by the State Corporation Commission on May 27, 1959. As an Authority, Loudoun Water makes no profit and its operations and finances are independent of the County's tax-supported services. Loudoun Water provides public water and wastewater to the unincorporated areas of Loudoun County, and currently has over 80,000 connections serving more than 250,000 people.

Loudoun Water has one major water treatment plant (the Trap Rock Water Treatment Facility) and one major wastewater treatment plant (the Broad Run Wastewater Reclamation Facility), with multiple water storage, pumping, and control facilities and appurtenances located throughout Loudoun County. Loudoun Water's corporate office and maintenance facilities are located at Loudoun Water's main campus in Ashburn, VA.

***America's Water Infrastructure Act of 2018***

In 2018 the America's Water Infrastructure Act of 2018 was signed into law. This Act requires water providers to conduct risk and resiliency assessments and certify that these assessments have been completed to the US Environmental Protection Agency by March 31, 2020. The Act further requires that water providers update their emergency response plans within six months of completing the initial assessment. The risk and resiliency assessment includes requirements for assessing cybersecurity. The full text of the relevant section of the AWIA is below, along with links to additional industry resources. These industry resources can be used by the Offeror to further develop an understanding of the applicable regulatory framework, standards, tools, and guidance documents. The Offeror should particularly note the AWWA J100 RAMCAP standard referenced below. The J100 standard is likely to be the foundation of the risk and resiliency assessment requirements that will be further elaborated on by the EPA by August 1, 2019.

**Full text of the America's Water Infrastructure Act of 2018 (Section 2013)**

<https://www.congress.gov/115/bills/s3021/BILLS-115s3021enr.pdf>

*SEC. 2013. COMMUNITY WATER SYSTEM RISK AND RESILIENCE. (Page 86)*

*(a) IN GENERAL.—Section 1433 of the Safe Drinking Water Act (42 U.S.C. 300i–2) is amended to read as follows:*

*“SEC. 1433. COMMUNITY WATER SYSTEM RISK AND RESILIENCE.*

*“(a) RISK AND RESILIENCE ASSESSMENTS.—“(1) IN GENERAL.—Each community water system serving a population of greater than 3,300 persons shall conduct an assessment of the risks to, and resilience of, its system. Such an assessment—*

- “(A) shall include an assessment of—
- “(i) the risk to the system from malevolent acts and natural hazards;
  - “(ii) the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
  - “(iii) the monitoring practices of the system;
  - “(iv) the financial infrastructure of the system;
  - “(v) the use, storage, or handling of various chemicals by the system; and
  - “(vi) the operation and maintenance of the system; and
- “(B) may include an evaluation of capital and operational needs for risk and resilience management for the system.

### Industry Resources

- 1) Environmental Protection Agency – AWIA Risk Assessments and Emergency Response Plans
  - a) <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-2018-risk-assessments-and-emergency-response-plans>
- 2) NIST Cybersecurity Framework
  - a) <https://www.nist.gov/cyberframework/framework>
- 3) Water ISAC Resources
  - a) <https://www.waterisac.org/portal/drinking-water-system-risk-assessments-and-emergency-response-plans-required-under-americas>
- 4) American Water Works Association Resources:
  - a) <https://www.awwa.org/Resources-Tools/Resources/Cybersecurity-Guidance>
- 5) AWWA J100 publication, "Risk Analysis and Management for Critical Asset Protection (RAMCAP) Standard for Risk and Resilience Management of Water and Wastewater Systems"
  - a) <https://www.awwa.org/store/Product-Details/productId/21625>

### Past Assessments

Loudoun Water conducted a cybersecurity assessment in 2016 using the NIST framework. Maturity levels were assessed for the IT and OT environments in this framework, and key risks were documented. This assessment will be provided to the successful Offeror and can serve as a starting point of the execution of NIST audit (see detailed scope section).

The most recent vulnerability scanning reports, monitoring reports, and penetration testing reports will also be provided to the Offeror.

### III. PROPOSED PROJECT SCHEDULE:

The proposed schedule for evaluation of proposals and award of contract is as follows:

<b>June 21, 2019</b>	<b>RFP Issued</b>
<b>July 10, 2019 (2:00 PM)</b>	<b>Non-Disclosure Agreement due to Procurement Office</b>
<b>July 15, 2019 (2:00 PM)</b>	<b>Questions due to the Procurement Office</b>
<b>July 17, 2019</b>	<b>Issue Addendum addressing questions received</b>
<b>July 25, 2019 (2:00 PM)</b>	<b>Responses to RFP due</b>
<b>July 31, 2019</b>	<b>Short list notification</b>
<b>August 7, 2019</b>	<b>Short list vendor interviews via phone (if necessary)</b>
<b>August 9, 2019</b>	<b>Final Award</b>

**IV. STATEMENT OF NEEDS:*****Loudoun Water's Risk and Resiliency Assessment – Cyber Security Component***

Responses to this RFP will be used to select a firm to conduct the cyber security risk and resiliency assessment that is required by the AWIA. The initial scope of work will cover this assessment. The assessment must be completed by December 31, 2019. Future scopes of work may be negotiated, at Loudoun Water's discretion, to conduct follow-on cyber security assessments, consulting, emergency response planning, and implementation services. Loudoun Water has contracted separately to conduct the non-cybersecurity components of the risk and resiliency assessment. The Offeror must coordinate the cyber security assessment with the physical security assessment to ensure general consistency of findings, classifications of risk, etc. Loudoun Water will facilitate this coordination.

Loudoun Water has the following four networks that are in scope for AWIA Risk and Resiliency Cyber Security Assessment.

- 1) Business IT network: This network provides access to corporate applications and includes a mix of on-premise and cloud services, including Infrastructure as a Service (IaaS) resources.
- 2) Operations Technology/SCADA (OT) network: This network provides control and monitoring capabilities for Loudoun Water's water and wastewater treatment, pumping, and storage facilities. These facilities are located throughout Loudoun County.
- 3) Access/Video Surveillance network: This network provides access control capabilities and remote video surveillance for Loudoun Water's facilities located throughout Loudoun County.
- 4) Building Automation network: This network provides monitoring and control capabilities for building controls systems (e.g. HVAC).

**Non-Disclosure Agreement Requirement**

Details about these networks, including network architecture, applications, number and types of endpoints/nodes, security controls, etc., will be provided to Offerors upon receipt of a signed Non-Disclosure Agreement (see Appendix A.5) as part of the RFP selection process (see Proposal Response and Submission Requirements below).

***Detailed Assessment Scope***

The scope of the cyber security risk and resiliency assessment shall include the following task elements to be conducted by the Offeror. The Offeror is encouraged to suggest additional subtasks and scope elements that may add value to the assessment process and/or reduce cost. Loudoun Water reserves the right to remove or alter scope elements and otherwise negotiate changes as needed in order to meet Loudoun Water scope and budget requirements.

**1. NIST Cyber Security Framework Audit**

- a. The risks, vulnerabilities, etc., of the four Loudoun Water networks shall be evaluated using the NIST controls framework. Maturity levels shall be assessed and compared to previous maturity levels as part of this assessment. Loudoun Water will provide 2016 assessment to use as a starting point. A review of cyber security policies and procedures shall be included in this audit.

**2. Internal and External Penetration Testing**

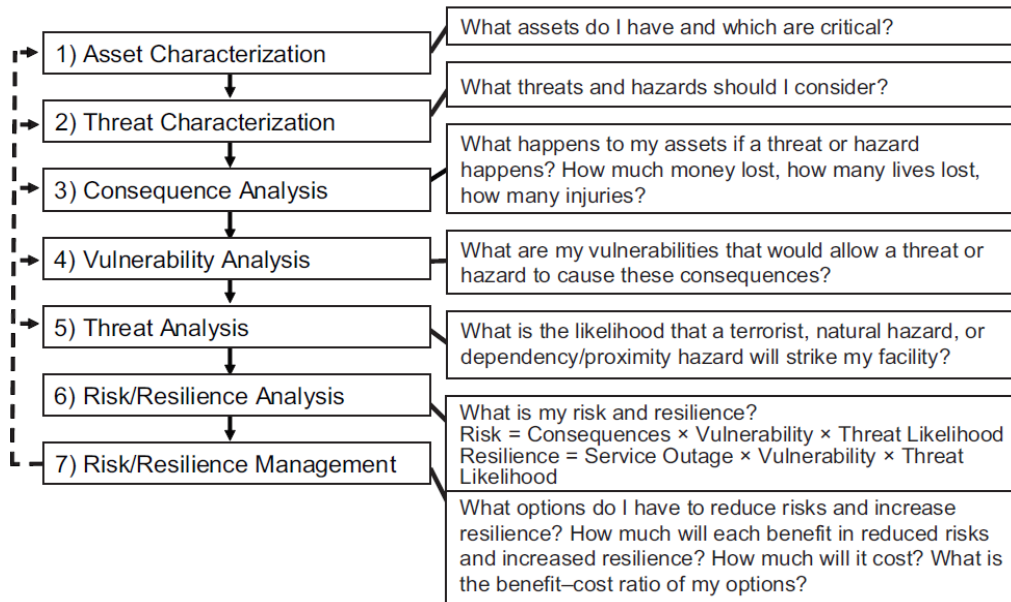
- a. Internal and external penetration testing of the four Loudoun Water networks shall be performed, and the results documented for analysis and follow-up.
  - i. The goal of the external penetration testing is to determine if an outside attacker can gain access to IT, OT or AVS assets remotely from the internet, and whether Loudoun Water's defenses can detect such activity. Key web applications will also be scanned as part of this external test.
  - ii. The goal of the internal penetration testing is to determine if an internal attacker can escalate privileges to assets and applications within one of the networks, or

from one network to another (e.g. from IT to OT, or from OT to IT), and whether Loudoun Water's defenses can detect such activity.

- iii. Penetration testing shall include, at a minimum, reconnaissance, scanning, and steps to gain access, using open source and vendor proprietary tools. Automated and manual testing methods may be employed. The penetration test scope shall not include additional steps to maintain access (e.g. setting up additional administrative accounts) or steps to hide signs of access/compromise (e.g. accessing and altering logs.)
- iv. All penetration testing shall be done at Loudoun water's discretion and with Loudoun Water's guidance to mitigate risk of disruption to critical operations.
- v. Penetration testing for each environment shall include, where applicable:
  - 1. Internal networks: wired and wireless LANs
  - 2. External networks: wired and cellular WANS
  - 3. Servers and appliances
  - 4. Endpoints (laptops, desktops, mobile devices, VOIP phones, printers, security cameras, PLCs, etc.)
  - 5. Web applications

### **3. RAMCAP Risk and Resiliency Assessment**

- a. The results of the NIST audit and penetration testing shall provide input to the RAMCAP-based Risk and Resiliency Assessment (see AWWA J100 RAMCAP reference above) that will be conducted by the Offeror. This is the assessment deliverable that is required by AWIA and will be the final product of the initial statement of work under this contract.
- b. RAMCAP is expected to be the standard that EPA will suggest be used by water utilities to complete the AWIA assessment. Further guidance is expected from the EPA by August 1, 2019, and this guidance may alter the scope of this RAMCAP assessment requirement. Loudoun Water reserves the right to negotiate changes to this RAMCAP scope element depending on the applicability of EPA's guidance and also the outcome of the NIST audit and penetration testing results.
- c. The RAMCAP standard requires a standard threat assessment process for each major network and system that is in scope for the water utility. The seven-step RAMCAP threat assessment process is shown below.
- d. Loudoun Water expects that this final RAMCAP assessment will be conducted at a high level (e.g. major systems, networks, and facilities), and largely delivered in the form of a spreadsheet table; this will appropriately constrain the level of effort required to perform the RAMCAP assessment steps.
- e. The final report from this RAMCAP assessment shall be coordinated with the physical risk and resiliency assessment that is being performed by a separate contractor to ensure consistency of asset naming, threat characterization, etc. Loudoun Water will facilitate this coordination.



## V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

### A. General Requirements:

#### 1. RFP Response:

In order to be considered for selection, Offerors must submit a thumb drive containing electronic versions of all RFP response files, **and** a single hard copy of the proposal must be submitted to Loudoun Water, Attn: Procurement Office, 44865 Loudoun Water Way, Ashburn, VA 20147 **not later than 2:00 p.m., July 25, 2019**. No other distribution of the proposal shall be made by the Offeror. It is the responsibility of the Offeror to assure that the Offer is delivered to the place designated for receipt of offers prior to the time set for receipt of offers. No offer received after the time designated for receipt of offers shall be considered.

#### 2. Non-Disclosure Agreement Requirement:

Offerors are required to sign and complete a Non-Disclosure Agreement (Appendix A.5) before receiving detailed Loudoun Water network asset and architecture information. The Non-Disclosure Agreement must be received by Loudoun Water's Procurement Office at [procurement@loudounwater.org](mailto:procurement@loudounwater.org) prior to the date and time noted in Section III (Proposed Project Schedule).

#### 3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Procurement Office requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Procurement Office. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound or contained in a single volume and duplexed where practical. All documentation submitted with the proposal shall be contained in that single volume.
- e. Ownership of all data, materials and documentation originated and prepared for Loudoun Water pursuant to the RFP shall belong exclusively to Loudoun Water and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be clearly identified by highlighting specific words, figures, or paragraphs that constitute trade secret or proprietary information. Offerors shall also be required to mark the corresponding page/s with the word "confidential" in the upper right hand corner of each page, submit Loudoun Water Proprietary Information form (Appendix A.3) referencing all protected page numbers and section numbers, and state reasons why protection is necessary for each item. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in the rejection of the proposal. If Offeror fails to comply with these requirements either before or at the time the data or other material is submitted, Offeror acknowledges that Loudoun Water may disclose such data or material pursuant to a proper request under the Virginia Freedom of Information Act, and Offeror forever releases and discharges Loudoun Water, along with its subsidiaries, affiliates, directors, officers, employees, agents, and attorneys, from any and all causes of action, claims, and damages of any kind arising from the disclosure of the data or other material.
- f. All proposal preparation costs incurred are the responsibility of the Offeror.

**3. Interviews/Demonstrations:**

Offerors who submit a proposal in response to this RFP may be required to attend an interview and/or provide a demonstration of their products/services offered. This provides an opportunity for the Offeror to clarify or elaborate on

their proposal. This is a fact finding and explanation session only and does not include negotiation. The Loudoun Water Procurement Official will schedule the time and location of the interview and/or demonstrations. Interviews for this RFP, if required, will be held via telephone conference. Interviews and/or demonstrations are an **option** of Loudoun Water and may or may not be conducted.

**B. Specific Proposal Requirements; Selection Process:**

**Page Limit:** Responses to Tab 1 and Tab 2 may not exceed **25 pages** collectively, not included the resumes included in Tab 1.

Proposals should be as thorough and detailed as possible so that Loudoun Water may properly evaluate your capabilities to provide the required goods/services. The Offeror is required to submit a complete proposal organized into the categories and section tabs noted below.

**Table of Contents** – number all pages of the response consecutively.

**Tab 1: Company Experience** (note that a collective page limit applies to this section)

Answer these questions about your company and qualifications:

1. Briefly describe your company, including a general description of the relevant services that are offered by your company.
2. Discuss how your company and your team are uniquely qualified to deliver the scope of the cyber security assessment and provide follow-on services to meet Loudoun Water's needs.
3. Describe your approach to conducting security assessments and penetration testing and how your approach differentiates you from other competitors. Include any differentiating methods, process or tools, particularly any proprietary tools.
4. Describe your company's specific experience providing NIST-based cybersecurity assessments (or other applicable assessments) and cyber security consulting services for OT/SCADA environments. Include any specific water and wastewater utility experience.
5. Describe your past experience conducting penetration tests in an OT environment.
6. Describe how you would ensure that a penetration test conducted for a live production OT environment would not disrupt mission critical operations or processes.
7. Describe what safeguards would you employ to ensure that this type of disruption does not happen?
8. Describe how you will protect any sensitive data that Loudoun Water provides to your company, including sensitive network and system architecture information that may be provided as part of the Phase 2 selection process of this RFP.
  - i. Will you ensure that only US citizens that have been properly screened have access to this information? How are these personnel screened?
  - ii. How will this information be scrubbed from your system at the conclusion of your engagement with Loudoun Water?
  - iii. What certifications and standards apply to your data protection procedures, processes, and policies?
9. Also answer these questions about your company:
  - a. How many years has your company been in business?
  - b. How many years has your company provided cybersecurity assessment services?
  - c. How many cybersecurity assessments has your company performed?
  - d. How many cybersecurity assessments has your company performed for organizations that are classified as critical infrastructure?
  - e. How many cybersecurity assessments has your company performed for water and/or wastewater utilities?
  - f. Approximately how many total employees in the company?
  - g. Approximately how many total FTEs employees in the company collectively work on providing cybersecurity assessment and consulting services?



10. Provide a resume for the proposed Project Manager, including specific experience and capabilities. Include the number of assessments led by the Project Manager, and how many other projects the Project Manager will simultaneously lead during the engagement with Loudoun Water.
11. Provide up to three resumes for the proposed project team members that will be leading and/or conducting the assessment activities. Include a description of their qualifications, past projects, and relevant certifications.

**Tab 2: Approach** (note that a collective page limit applies to this section)

Answer these questions about your company's approach to delivering the assessment:

1. Describe your overall understanding of Loudoun Water's scope requirements and how your NIST assessment, penetration testing, and RAMCAP-based assessment will be conducted to meet the requirements.
2. Include a proposed timeline (project schedule).
3. Describe each of the major steps (the workplan) in your approach to conducting the scope of the assessment.
4. Describe how you will integrate EPA and AWWA guidance into your assessment process, including EPA guidance that is expected to be released by August 1, 2019.

**Tab 3: Cost** (Page limit not applicable)

Offerors shall submit a detailed breakdown of proposed pricing on the attached Loudoun Water's Pricing Schedule (Appendix A.4). Please review and ensure that all tabs in the spreadsheet are included.

**Appendices** (Page limit not applicable)

1. RFP Attachments – All attachments to the RFP requiring execution by the firm are to be completed and returned with the proposal. The following forms must be included:

**Appendix A.1 – Offeror's Data Sheet**

**Appendix A.2 – Proof of Authority to Transact Business in Virginia**

**Appendix A.3 – Proprietary Information**

2. Current Certificate of Insurance showing coverage required in Section IX.

## VI. EVALUATION AND AWARD CRITERIA:

- A. Evaluation Criteria:** Proposals shall be evaluated by Loudoun Water using the following criteria and weighting:

Maximum Points	Evaluation Criteria
50	A – Company Experience and References (Tab 1 and Appendix A.1)
30	B – Approach (Tab 2)
20	C – Cost (Tab 3)

**B. Award of Contract:**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Loudoun Water shall select the Offeror which, in its opinion, has made the best proposal, and shall award the

contract to that Offeror. Loudoun Water may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should Loudoun Water determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal negotiated.

#### **VII. PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference is not a requirement for this Request for Proposal.

#### **VIII. GENERAL TERMS AND CONDITIONS:**

The General Terms and Conditions may be viewed on the following Loudoun Water website:

<http://www.loudounwater.org/Business-Customers-and-Partners/Procurement---Policy-and-Guidelines/>

#### **IX. SPECIAL TERMS AND CONDITIONS:**

**Announcement of Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, results will be available on Loudoun Water's website (<http://www.loudounwater.org/Business-Customers-and-Partners/Bids/Closed/Closed-Bids/>) for a minimum of (10) days.

**Authorization to Transact Business in Virginia:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Please submit a completed form with your proposal.

**Audit:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audit by Loudoun Water, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

**Availability of Funds:** It is understood and agreed between the parties herein that Loudoun Water shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**Best and Final Offers:** Best and Final Offers (BAFO's) are to be considered from Offerors as a part of this RFP. After negotiations, Offerors are given the opportunity to submit a best and final offer, upon which no further negotiations shall take place with that Offeror. The Offeror's proposal will be re-scored to include the information contained in the BAFO with the evaluation score previously assigned for the final award decision.

**Contract Documents:** The Contract entered into by the parties shall consist of the Request for Proposals, the online submittal by the Offeror, Loudoun Water's Purchase Order, the Offer, General and Special Conditions, the Specifications with drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

Offerors are advised that Loudoun Water does not sign standard contract forms which may be used by the Offeror. Your online submittal certifies the Offeror is an agent or officer authorized to bind the company to the terms and conditions of this solicitation.

**Definitions:**

The term "Contractor" means the person, firm or corporation named as such in the contract and includes the plural number and the feminine gender when such are named in the contract as the Contractor.

The term "Subcontractor" means only those having a direct contract with the Contractor and it includes one who furnishes material work to a special design but does not include one who merely furnishes material not so worked.

**Indemnification:** Contractor agrees to indemnify, defend and hold harmless Loudoun Water, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

**Indirect Costs of Research:** Loudoun Water shall not pay indirect costs on any proposal for research grants. The following are examples of, but not limited to, expenses that Loudoun Water considers institutional indirect cost and will not allow in a research budget: office rent, grants and contracts office expenses, institutional and departmental administrative expenses, institutional and departmental information technology expenses, fundraising and marketing expenses, and accounting and legal services. Loudoun Water reviews each budget individually for the appropriateness of the direct costs being requested.

**Insurance:** By signing and submitting an offer under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with the Code of Virginia. **A current copy of Offeror's Certificate of Insurance must be provided upon request.**

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**Insurance Coverage and Limits:**

Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify Loudoun Water of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Employer's Liability - \$1,000,000.

Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed

operations coverage. Loudoun Water must be named as an additional insured and so endorsed on the policy.

Automobile Liability - \$1,000,000 per occurrence.

**Laws and Regulations:** The Contractor shall give all notices and comply with all laws, ordinances, regulations and lawful orders of any public authority bearing on the performance of the work.

This contract and all other contracts and subcontracts are subject to the provisions of the Code of Virginia relating to labor unions and the "right to work," and all Contractors and Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.

The provisions of all regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under the Code of Virginia shall apply to all work under this contract.

**Minority Owned Businesses Subcontracting and Reporting:** Where it is practical for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority businesses. Names of such firms may be available from the Procurement Official. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the Procurement Office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

**Prime Contractor Responsibilities:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**Proposal Acceptance Period:** Any offer in response to this solicitation shall be valid for (90) ninety days. At the end of the (90) ninety day period, the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

**Protection of Persons and Property:** The Contractor expressly undertakes, both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including Loudoun Water's employees and property and its own.

**Receipt and Opening of Proposals:** It is the responsibility of the Offeror to assure that the proposal is submitted to the place designated for receipt of proposals prior to the time set for receipt of proposals. No proposal received after the time designated for receipt of proposals shall be considered. All times listed in the Loudoun Water Solicitation are Eastern Standard Time.

**References:** Bidder must submit (4) four references with their offer. References furnished must be for similar type of goods/services requested in this solicitation.

**Solicitation Documents:** It shall be the responsibility of the Offeror to examine the entire contents of this RFP carefully. Questions concerning this solicitation must be directed to the Procurement Official as soon as possible but not later than (5) five business days prior to the solicitation opening date. Any changes resulting from inquiries shall be issued by amendment from the Procurement Office.

**Use of Premises and Removal of Debris:** The Contractor expressly undertakes, either directly or through its Subcontractor:

To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work;

To store its apparatus, materials, supplies, and equipment in such an orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of Loudoun Water or any other Contractor; and

To place upon work or any part thereof only such loads as are consistent with the safety of that portion of work.

To effect all cutting, filling or patching of its work required to make the same to conform to the plans and specifications, and except with the consent of Loudoun Water, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by workmanlike appearance.

To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

**Warranty:** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to Loudoun Water by any other clause of this solicitation. A copy of this warranty shall be furnished with the offer.

**Withdrawal or Modification of Offers Prior to Due Date:** Offers may be withdrawn or modified by written notice received from the Offerors prior to the time fixed for offer receipt.

**Work Site Damages:** Any damage to existing utilities, finished surfaces, or equipment, including Loudoun Water, employee or other vehicles on site, resulting from the performance of this contract shall be repaired to Loudoun Water's satisfaction at the Contractor's expense.

#### **X. METHOD OF PAYMENT:**

Payments will be made within 30 days after submission of invoice, delivery, or completion of service, whichever occurs last. Payment is made by invoices with reference to the purchase order and directed to [accounting@loudounwater.org](mailto:accounting@loudounwater.org).

#### **XI. PRICING:**

All pricing must be submitted on Cyber Security Risk and Assessment Pricing - Appendix A.4 Form.

#### **XII. APPENDICES:**

All attachments to the RFP requiring execution by the firm are to be completed and returned with the proposal. The following forms must be included:

Appendix A. 1 – Offeror's Data Sheet

Appendix A. 2 – Proof of Authority to Transact Business in Virginia

Appendix A. 3 – Proprietary Information

Appendix A. 4 – Cyber Security Risk and Resiliency Assessment Pricing

Appendix A. 5 – Non-disclosure Agreement (required to be submitted prior to receiving full RFP documentation, please see Section III for due date.)

APPENDIX A.1  
**OFFEROR'S DATA SHEET****OFFEROR'S INFORMATION:**

OFFEROR'S NAME: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
COMPANY OFFICERS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
FEDERAL ID NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
WEBSITE ADDRESS: \_\_\_\_\_

**GENERAL INFORMATION:**

1. Number of years business has been in operation? \_\_\_\_\_ Number of employees? \_\_\_\_\_
2. Number of years experience providing/servicing same or similar goods/services? \_\_\_\_\_
3. Number of employees of this business who are certified for servicing the equipment referenced in this solicitation? \_\_\_\_\_
4. Number of service locations for this business? \_\_\_\_\_
5. Addresses of these service locations? (Please attach detailed address list.)

**LICENSE REQUIREMENTS:**

By my signature on this solicitation, I certify that this firm/individual and applicable subcontractor/s is properly licensed for providing the goods/services specified. (List license type and Virginia Contractor Number below as required in Loudoun Water's Special Terms and Conditions section entitled, "Contractor Registration"):

**Contractor's Name:** \_\_\_\_\_ **Subcontractor's Name:** \_\_\_\_\_  
(As an attachment, submit subcontractor address, phone, contact and license information.)

**For Construction Services:**

Licensed Class Type (A, B, C) \_\_\_\_\_ Virginia Contractor Number: \_\_\_\_\_ Specialty: \_\_\_\_\_

**Other than Construction Services:**

License #: \_\_\_\_\_ License Type (business, permit, etc.): \_\_\_\_\_

**TYPE OF ORGANIZATION (Please check appropriate category below):**

☐ Individual ☐ Partnership ☐ Government Entity  
☐ Sole Proprietor ☐ Non-Profit Organization  
☐ Corporation, Incorporated Under State Laws of: \_\_\_\_\_

**TYPE OF BUSINESS (Please check appropriate category below):**

☐ Manufacturer ☐ Wholesale Dealer ☐ Retail Dealer  
☐ Manufacturer Representative/Distributor ☐ Service Establishment, Define: \_\_\_\_\_  
☐ Construction, Define Below  
☐ General Contractor ☐ Limited Contractor ☐ Other: \_\_\_\_\_

**OFFEROR'S DATA SHEET (CONTINUED)****BUSINESS CLASSIFICATION**

☐ Asian-American      ☐ African-American      ☐ Hispanic-American      ☐ Eskimos and Aleuts  
☐ Native-American      ☐ Woman-Owned      ☐ Service Disabled Veteran-Owned

**SMALL BUSINESS CERTIFICATION:**

☐ Yes, as defined in the *Code of Virginia*, §2.2-4301.      ☐ No

**REFERENCES (Submit the minimum number of references as required in the Special Terms & Conditions. References provided must be for similar goods/services requested in this solicitation.):**

1) Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Contact Data: Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Goods/Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Start and Completion Dates: \_\_\_\_\_

2) Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Contact Data: Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Goods/Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Start and Completion Dates: \_\_\_\_\_

3) Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Contact Data: Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Goods/Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Start and Completion Dates: \_\_\_\_\_

4) Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Contact Data: Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Goods/Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Start and Completion Dates: \_\_\_\_\_

\_\_\_\_\_  
Company Name\_\_\_\_\_  
Printed Name/Title\_\_\_\_\_  
Date\_\_\_\_\_  
Authorized Signature

APPENDIX A.2

## Appendix A.2

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

***THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL. FAILURE TO INCLUDE  
THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL***

Pursuant to Virginia Code § 2.2-4311.2, a bidder/offeree organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeree that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Procurement Office.

If this bid/proposal for goods or services is accepted by Loudoun Water, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Bidder/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Bidder/offeree is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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Please attach additional sheets of paper if you need to explain why such bidder/offeree is not required to be authorized to transact business in Virginia.

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder/Offeree

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title



## APPENDIX A.3

**PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to Loudoun Water and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or Paragraphs that constitute trade secret or proprietary information.

**NOTICE OF PROPRIETARY INFORMATION****Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or Paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income of any person (or) partnership. See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552(b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342F; 552(b)(4); 12 C. F. R 309.5(c)(4).

Contractor Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Printed) \_\_\_\_\_

APPENDIX A.4

**Pricing (See Spreadsheet)**

## APPENDIX A.5

**Non-Disclosure Agreement**

This Non-Disclosure Agreement (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between Loudoun County Sanitation Authority d/b/a/ Loudoun Water (“Loudoun Water”) and \_\_\_\_\_ (the “Company”).

**Recitals**

- A. In order to conduct certain procurement, design, research or other business activities, Loudoun Water has determined that there is a need to disclose to the Company certain confidential or proprietary information (the “Confidential Information”) of Loudoun Water that is not otherwise required to be disclosed or available to the public under the Virginia Freedom of Information Act, Virginia Code Section 2.2-3700 et seq. (“FOIA”) or other applicable law.
- B. Loudoun Water and the Company recognize the need to preserve the confidentiality of the Confidential Information being disclosed by Loudoun Water.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Agreement**

- 1. The Company acknowledges that it has been or will be provided certain Confidential Information, oral and/or written, by Loudoun Water in connection with business activities conducted or contemplated to be conducted between the parties. Such information may include, but is not limited to, customer information, business plans, projections, policies, processes, procedures, designs, vendor information, marketing information, price lists, technology, research projects and results, development agreements, security plans and other information which may be commercial, financial, technological or other in nature. Subject to the terms and limitations of this Agreement, all Confidential Information is acknowledged to be confidential, proprietary and protected by Loudoun Water.
- 2. The Company hereby agrees that it shall not use, commercialize, or disclose such Confidential Information to any person or entity, except to its own employees having a need to know, provided that the Company takes appropriate steps to cause each person to whom Confidential Information is disclosed to continue to respect the confidentiality of the Confidential Information and the restrictions imposed by this Agreement. The Company shall hold and use the Confidential Information only for the purpose of the business activities being conducted or contemplated to be conducted between the Company and Loudoun Water. The Company shall use at least the same degree of care in safeguarding the Confidential Information as it uses in safeguarding its own confidential information, but in no event less than reasonable care. Nothing in this Agreement is intended to or shall grant to the Company an ownership right, a license or other right of any nature to use the Confidential Information except as expressly provided in this Agreement.
- 3. Notwithstanding the foregoing, this Agreement shall not apply to information which:
  - a. Is already known to the Company, provided such prior knowledge can be substantiated by written records and documents;

- b. Has become publicly known through no act of the Company;
- c. Has been rightfully received from a third party who had a bona fide right to make such disclosure;
- d. Has been independently developed by the Company without reliance on the Confidential Information;
- e. Has been approved for further release by the Company by a written authorization of Loudoun Water; or
- f. Is required to be disclosed by law, court or other governmental agency with jurisdiction over the matter.

The burden of proving the applicability of one of these exceptions shall be on the Company. The Company shall provide Loudoun Water with prompt written notice at its primary business address of any request by legal authorities or relating to legal or similar process (e.g., subpoena) to disclose any Confidential Information so Loudoun Water may, in its sole discretion, seek to obtain an appropriate protective order or waive compliance with this Agreement.

- 4. In the event of any unauthorized disclosure, use or other misappropriation of any Confidential Information by the Company (including but not limited to by its officers, directors, employees, agents or subcontractors), the Company shall promptly notify Loudoun Water in writing at its primary business address and shall take all actions reasonably required or advisable to recover or prevent the unauthorized use or disclosure of such Confidential Information.
- 5. The Company agrees that any violation of the terms of this Agreement would cause immediate and irreparable harm to Loudoun Water, and the Company therefore agrees that upon the existence of any breach or threatened breach of this Agreement, Loudoun Water may immediately obtain a temporary restraining order or other form of equitable relief from any court of competent jurisdiction. The Company agrees not to contest the granting of such temporary restraining order. Such order shall become permanent upon adequate showing of irreparable injury and ruling by such court. The Company may participate in any proceeding relating to a permanent injunction. This provision shall not limit the right of Loudoun Water to other damages or legal relief in addition to or in substitution for such equitable relief. The obligations of this Section 5 shall survive termination or expiration of this Agreement.
- 6. Upon conclusion of the business activities being conducted, or contemplated to be conducted, between the parties, or within ten (10) days following the receipt of a written request from Loudoun Water, the Company shall return and/or destroy all Confidential Information provided by Loudoun Water, together with any notes, documents, copies or other materials prepared by the Company with respect to such Confidential Information. The Company shall provide written certification of such return and/or destruction to Loudoun Water at its primary business address. Loudoun Water has the right, but not the obligation, to audit the Company's compliance with this Section 6 by providing the Company with twenty-four hour advance written notice of such audit. The obligations of this Section 6 shall survive termination or expiration of this Agreement.
- 7. The provisions of this Agreement shall supersede the provisions of any inconsistent language that may be affixed to any Confidential Information provided by Loudoun Water, and the inconsistent provisions of any such language shall be without any force or effect during the term of this Agreement.
- 8. If the Company receives a request by a third party, under FOIA or other applicable law, to provide any Confidential Information it has received pursuant to this Agreement, it shall treat all such Confidential Information as confidential or otherwise protected from disclosure, unless it is

permitted to be disclosed under this Agreement. In the event of such a request, the Company shall notify Loudoun Water in writing as soon as reasonably possible.

9. In providing any Confidential Information under this Agreement, Loudoun Water makes no warranty or representations, either express or implied, as to the Confidential Information's adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such Confidential Information, nor shall Loudoun Water incur any liability or obligation whatsoever by reason of providing such Confidential Information.
10. This Agreement contains the entire agreement relative to the protection of Confidential Information to be provided by Loudoun Water for the purposes described in this Agreement and supersedes all inconsistent prior or contemporaneous oral or written understandings and agreements regarding this issue. This Agreement shall not be modified or amended, except by an amendment executed by the Company and Loudoun Water. This Agreement may not be assigned or delegated by the Company without the prior written consent of Loudoun Water. The rights and obligations of each of the parties will inure to the benefit of, will be binding upon and will be enforceable by the parties and their lawful permitted successors, assigns and representatives.
11. Notwithstanding that Loudoun Water may provide Confidential Information for the purposes described in this Agreement, Loudoun Water does not waive any claim that the information it provides is privileged, proprietary, and/or confidential.
12. Nothing contained in this Agreement shall be construed as restricting Loudoun Water's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state, or local law or regulation, or at common law.
13. A waiver of any right under this Agreement by a party on any occasion shall not in any way constitute a waiver of such right or any other right on any other occasion. In the event any provision of this Agreement is determined to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision.
14. In the event that this Agreement is executed in connection with a procurement issued by Loudoun Water and Loudoun Water awards the contract related to such procurement to the Company, this Agreement shall remain in effect for the term of such contract at a minimum and, additionally, for as long as the Company is in possession of the Confidential Information that is protected by this Agreement. In all other circumstances, this Agreement shall remain in effect for as long as the Company is in possession of the Confidential Information that is protected by this Agreement.
15. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia with venue for any legal action in the General District or Circuit Court for Loudoun County, as jurisdiction is applicable.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date noted above.

**d/b/a/ Loudoun Water**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**[insert company name]**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_