

**MIDLAND COUNTY
REQUEST FOR PROPOSAL
CYBER SECURITY PROJECT**



**Sealed bids Due:
Wednesday, February 15, 2023
By 3:00p.m.**

**Procurement & Contracts Administrator
Department of Finance
Midland County Services Building
220 West Ellsworth Street
Midland, MI 48640-5194
(989) 832-6865**

REQUEST FOR PROPOSALS

PROJECT AND LOCATION

The County of Midland is seeking Cyber Penetration Testing of their IT infrastructure.

OWNER

County of Midland
220 W. Ellsworth Street Midland, Michigan
48640

DESCRIPTION OF PROJECT

A contract for Cyber Penetration Testing Services will be authorized by March 8, 2023 and work can begin. **Services must be completed no later than May 15, 2023** due to state grant funding restrictions. The contractor must perform in a professional and timely manner. The contractor will work closely with the Midland County IT Director to perform services. The contractor will provide detailed reports that clearly explain the results of the penetration testing and make recommendations to improve security of Midland County network systems.

SUBMITTALS

If your firm is interested in performing cyber penetration testing services please submit a proposal. All interested vendors proposals must include requested scope of work, service implementation timeline and cost of all services. Midland County is seeking one qualified vendor to perform **all** of the services required.

PROPOSAL INSTRUCTIONS

All proposals are due no later than **Wednesday, February 15, 2023, by 3:00p.m. to Denise L. Mason, Procurement & Contract Administrator, 220 W Ellsworth Street, Midland, MI 48640**. Proposals must be submitted in a sealed envelope clearly marked on the outside: **REQUEST FOR PROPOSALS CYBER SECURITY PROJECT**. Proposals will be opened on **Wednesday, February 15, 2023, at 3:05p.m.** in the First Floor Conference Room of the Midland County Services Building.

Proposals received after the due date and time will not be considered.

SUBMISSION OF PROPOSALS

- ❖ Bid proposals must be submitted in a sealed and clearly marked envelope with the name and address of vendor/bidder, date and hour of opening and name of project on the envelope.
- ❖ Any proposal received after the advertised deadline shall be returned to the bidder unopened. This applies to bids sent by mail as well as those delivered.
- ❖ Any vendor/bidder may withdraw his bid by written request at any time prior to the advertised time for opening.
- ❖ Telegraphic and email proposals are not acceptable and telephone, telegraphic and electronic amendments or withdraws will not be accepted under any circumstances.
- ❖ Negligence on the part of the bidder/vendor in preparing the proposal confers no rights for withdraw of the bid after it has been opened.
- ❖ Proposals received prior to the deadline will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

- ❖ There may be one or more amendments to this Request for Proposal. These amendments will be posted on the Midland County website at <http://midlandcountymi.gov>. It will be the responsibility of the vendor to check for these amendments.
- ❖ Questions relating to bid procedures should be addressed to Denise L. Mason, Procurement & Contracts Administrator at 989-832-6865. Questions relating to bid specifications should be addressed to Chris Cantrell, IT Director at ccantrell@co.midland.mi.us

Contents of Bid Package:

- ❖ Proposals must be submitted on printed forms furnished by Midland County, if applicable. Voluntary alternatives or additional product information may be attached to the bid form if necessary.
- ❖ Please include one (1) original and two (2) copies of your bid proposal.
- ❖ Proposals must contain bidder’s complete name, address, telephone, email address, and facsimile numbers. The proposals must be signed in ink and stated by an authorized representative of your company.
- ❖ All questions on the bid response questionnaire must be answered in detail.
- ❖ All erasures or corrections to pricing information must be initialed in ink.

EVALUATION AND AWARD

The County of Midland will review the responses to this RFP to determine those firms deemed qualified to perform services. This determination will be based on the proposals submitted to Midland County Cyber Security Project.

OWNER’S RIGHTS

- ❖ The County of Midland reserves the right:
 - To waive minor technical deficiencies and irregularities, or both in the requests for proposals, the process of requesting or receiving the proposals, or the proposals received from submitters.
 - To request clarification of all or any portion of a proposal from any or all of the submittals received in response to a request for qualification or proposal, or both, from any or all of the submitters.
 - To accept or reject any or all proposals as determined by the County, in its sole discretion, for any reason including but not limited to the rejection and disqualification from consideration any or all submissions that the County may, in its sole discretion, deem inaccurate, misleading, exaggerated or unresponsive to the information requested.
 - To accept the firm that, in its sole judgment, meet the needs of the County, and best serve its overall interests.

COMPLETION DATE

Work may begin immediately after contract. **The Final copy of the Internal and External Penetration Testing Report must be delivered no later than May 15, 2023** due to state grant funding restrictions. Contractor must perform in a professional and timely manner acceptable to the County Representative.

General Terms and Conditions

ADDITIONAL INFORMATION REQUESTED

Please indicate if your firm has been cited and/or fined within the last three (3) years by any Federal, State or Local regulatory agency. If so, please provide the following information:

A. Date

- B. Identity of the agency issuing the citation or fine
- C. Description of the violation
- D. Final rulings of agency

EQUAL OPPORTUNITY EMPLOYMENT/NONDISCRIMINATION POLICY

It is the policy of the Midland County Board of Commissioners that all vendors who provide goods and services to Midland County government by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.

The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted there under.

The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 § 12101 et seq.), as amended, and regulations promulgated there under.

All vendors shall, as a condition of providing goods and services, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Where there has been a conclusive finding that a vendor has violated Federal, State or local equal opportunity statutes, ordinances, rules/regulations, or policies, that vendor shall be barred from providing goods and services to Midland County for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Board of Commissioners.

Any violation of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the County shall be regarded as a material breach of any contract between the County and the vendor, and the County may terminate such contract effective as of the date of delivery of written notification to the vendor.

Any employee of a vendor providing goods and services by contract to the County, or any employee of a subcontractor of a vendor providing goods and services to the County by contract, or any bona fide organization representing such employees may file a written complaint with the Board or its designated agent, if any, challenging the compliance by a vendor with the terms of this policy, the Board or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

Any vendor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to Midland County government for a period of five (5) years from the date of such finding.

INDEMNIFICATION AND HOLD HARMLESS

The vendor who is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Midland and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Midland and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs, and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

Insurance Requirements:

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to County of Midland. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be ***Additional Insureds:*** The County of Midland, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of Midland as additional insured, coverage afforded is considered to be primary and any other insurance the County of Midland may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Ms. Bridgette M. Gransden, County of Midland, 220 West Ellsworth Street, Midland, MI 48640-5194)."
6. **Proof of Insurance Coverage:** The Contractor shall provide the County of Midland at the time that the contracts are returned by him/her for execution, certificates and policies as listed below:
 - a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - d. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance.
 - e. If so requested, Certified Copies of all policies mentioned above will be furnished.
7. If any of the above coverage's expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to County of Midland at least ten (10) days prior to the expiration date.

COMPLIANCE WITH THE LAW

Vendors shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal,

State, and local laws, ordinances, rules, and regulations.

RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to an RFQ and all reports, charts, displays, schedules, exhibits and other documentation produced by the vendors that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

PROTECTION OF PERSONS AND PROPERTY. The Contractor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Contractor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of the Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Contractor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by the Agreement.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Contractor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Contractor shall also be responsible for providing his personnel with workers' compensation and unemployment compensation coverage, as required by law.

SCOPE OF SERVICES

Midland County expects the Contractor to perform the following services:

- A. Penetration Testing - Utilizing technology systems, penetration test external and internal systems.
 - External (Public) Live Systems:
 - 2 Systems
 - Internal (Private) Live Systems:
 - ~78 Servers
 - ~ 375 Workstations
- B. Deliverables
 - Document and deliver an internal and external penetration testing report consisting of the following sections:
 - Executive Summary – high level overview of security posture;
 - Assessment Findings Summary and Detail; and
 - Recommendations for specific future remediation and mitigation steps to address findings.
- C. Contractor will deliver one copy of the Internal and External Testing Final Report to the Midland County IT Director within 10 days of completion of the "internal Penetration Testing" activity.
- D. Methodology used for penetration test.

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(PLEASE PRINT CLEARLY OR TYPE)

BUSINESS NAME _____

CONTACT NAME _____

CONTACT EMAIL _____

STREET ADDRESS _____

CITY/STATE/ZIPCODE _____

TELEPHONE NUMBER _____

I hereby state that all information I have provided is true, accurate and complete. I also hereby state that I have the authority to submit this bid, which will become a bonafide offer to the County of Midland.

Signature of Authorized Representative

Date of Signature