

Request for Proposals

Proposals, subject to the conditions contained herein, will be received by Oneida County Information Technology until 3:00 pm, local time on Friday March 8, 2024, for:

Oneida County Cyber Security Services

RFP- # 2024-380

Proposals must be submitted to Tammie Sokolowski, Information Technology Project Manager by email at tsokolowski@ocgov.net. The subject line of the email must contain RFP number and title. Proposals received after the deadline will not be accepted.

Any questions concerning the RFP must be submitted in writing to ocsupport@ocgov.net by February 23, 2024.

Copies of the RFP may be examined at no expense at the department of Oneida County Information Technology, or downloaded from the Oneida County website at <https://ocgov.net/departments/purchasing/rfps/>

The County reserves the right to reject any or all proposals received.

The County of Oneida, to promote its established Affirmative Action Plan, invites proposals from underrepresented groups. This Affirmative Action Policy regarding proposals and contracts applies to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

Chuck Klein
Director of Information Technology

Dated: February 14, 2024

Oneida County Information Technology, Cyber Security Services

RFP #2024-380

GENERAL INFORMATION

The County of Oneida, New York is seeking a cyber security consultant. The successful respondent shall support the County in the following ways:

- Perform security assessments of existing IT systems, personnel, and network infrastructure.
- Plan, design and manage vulnerability remediation projects.
- Recommend, design and implement IT security systems.
- Conduct cyber security training and awareness campaigns.
- Act as a consultant to the County on matters related to information security and data protection.
- Communicate and report service consumption and spend.
- Provide project and test outcomes in a timely and concise manner.
- Provide remediation options with risk ratings, for consideration.

The Information Technology department is the primary user of this service. Information Technology will leverage this service to support all County departments including Public Works, Emergency 911, the Sheriff's Office, and shared service municipalities, among others.

Oneida County has a staff of in-house IT technicians that perform routine tasks in support of desktop, mobile, server & network operations, and database applications. The goal of this RFP is to acquire a consultant that can provide advanced cyber security support, surge capacity for large efforts, and unique technical skills not available through the county workforce.

Oneida County operates two primary data centers and several secondary data centers, creating a private cloud environment. County network traffic from more than 30 physical locations in Utica, Rome, Oriskany, Barneveld and Taberg are routed through the County data centers for services that may include, but are not necessarily limited to, firewall protection, spam filtering, web filtering, email archiving, network storage and backup.

Network connections link over 30 separate facilities and over 150 mobile data users to the County Data Centers.

Data collected, stored, and processed by the County includes personally identifiable information (PII), electronic protected health information (ePHI) and others that may be protected by local, state and federal laws. In addition, the County operates numerous networks and systems that support critical government functions.

Those tending an offer are required to demonstrate past successful experiences in supporting customers of similar size and nature as Oneida County. The successful vendor will be required to comply with all applicable Oneida County policies; state, federal and local laws and provide evidence of general liability insurance, umbrella coverage, and cyber-liability insurance. It is anticipated that a 3- year contract will be awarded with two 1-year renewal options. Oneida County select vendors for interview, and upon making an award, will notify the chosen vendor.

Vendor Profile:

Vendors are asked to provide a description of their history and qualifications within the cybersecurity industry. Case studies of experience with government entities or others involved with sensitive data are welcome.

RATES

Respondents must provide rates for their consulting services. Rates may not increase for the first 12 months of the contract. Escalation in rates will be considered for years 2 and 3 as well as for each 1-year option. Any proposed escalation in rates must be provided in writing to the County not later than 90 days prior to the start of each new contract or option year. Minimum service charges and rate premiums are to be identified in the proposal and shall include a detailed description of circumstances that shall cause a premium rate to go into effect.

Scoring Criteria and Weights are as follows:

CRITERIA	MAXIMUM POINTS
a. Strength of staff/experience in the industry	30
b. Scope of Services	15
c. Support model	20
d. Strength of references	15
e. Cost Proposal	<u>20</u>
TOTAL	100

PROPOSAL SPECIFICATIONS

Organizations interested in providing cyber security services to Oneida County shall submit a proposal that includes:

- 1) A narrative description of your firm's approach to meeting Oneida County's cyber security needs. Describe the processes Oneida County shall use to:
 - a) leverage staff for contracted services
 - b) obtain labor estimates for special projects.
 - c) schedule routine maintenance tasks.
 - d) obtain support in an emergency.
- 2) Resumes for key personnel, including all certifications and qualifications of key personnel.
- 3) A complete description of service categories to include:
 - a) Vulnerability assessments of County systems and physical locations in order to identify security weaknesses. Please include recommended frequency of assessment.
 - b) Security frameworks available to leverage compliance with HIPAA, NIST and other industry standards.
 - c) Attempts to exploit security weaknesses in order to gain access to County systems or expose sensitive data.
 - d) Plans, designs, and manages projects to remediate vulnerabilities found during vulnerability assessments and penetration testing.
 - e) Staffing for surge capacity to complete large or technically complex security projects.
 - f) Training and awareness campaigns on current cyber security trends, mitigation techniques and other related topics as required. Training may be required in-person or online.
 - g) Social engineering and human vulnerability testing to identify employees' adherence to cybersecurity policies and best practices. This testing may include but is not limited to

phishing, vishing, smishing, and pretexting tactics.

- h) Consulting and remediation services regarding the containment and management of any potential cyber incident once it has been detected.
 - i) Consulting on matters related to information protection and data security.
 - j) Assists with the creation of County policy related to cyber security.
 - k) Honest broker consulting related to the specification and purchase of security related software and hardware.
 - l) Review and improvement recommendations for County policies and procedures related to cyber security.
- 4) Provide descriptions and samples of reporting metrics as they apply to service offerings.
 - 5) A brief outline of your organization including:
 - a) Full legal name and address of the company.
 - b) Type of corporation or partnership
 - c) State of incorporation/formation
 - d) Year company was established.
 - e) Current number of employees
 - 6) Three references from clients of the proposer who have utilized support services similar in size and scope to those described in this RFP. Please include enterprise name, contact name and email address for each.
 - 7) A concise description of your firm's rates, pricing structure of solution proposal and invoicing process. A yearly plan of recommended services and costs, with optional rates for add-on features or special conditions should be included.
 - 8) **Proposers must complete the certifications that accompany this RFP and return such certifications with their proposal.**

CONTRACT CONSIDERATIONS

- 1) The contract will be prepared by the County. The term will be for three (3) years with two (2) one year renewal options.
- 2) This RFP and the successful proposal will become attachments to the resulting contract or agreement. Please be advised that all information contained within County contracts is a public record once you provide it and may be subject to public inspection and copying if not otherwise protected by federal or state law.
- 3) All expenses involved with the submission of proposals, and any work performed in connection therewith, shall be borne by the Proposer. No payment will be made to any responses received nor for any other effort required of or made by the Proposer prior to a contract award.
- 4) All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluated based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.
- 5) Insurance Requirements. The County will require the proposer to obtain the following insurance coverages prior to contract execution:

- a) Commercial General Liability (“CGL”) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - i) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii) The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
- b) Workers’ Compensation and Employers Liability.
 - i) Statutory limits apply.
- c) Business Automobile Liability
 - i) Business Automobile Liability coverage with limits of at least \$1,000,000 each accident.
 - ii) Business Automobile Liability must include liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii) The County shall be included as an additional insured on a primary and non-contributory basis.
- d) Excess/Commercial Umbrella
 - i) Umbrella limits must be at least \$5,000,000.
 - ii) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- e) Cyber Liability Insurance with limits not less than \$2,000,00 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Proposer shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Owner in the care, custody, or control of the Proposer.

- f) Professional Liability including errors & omissions coverage at limits of \$2,000,000 each occurrence and \$2,000,000 aggregate.

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter “RFP”) does not commit the County of Oneida (hereinafter the “County”) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the “Applicant”) or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant’s experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained, and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

**NON-COLLUSION CERTIFICATION
(GML § 103-D)**

By submission of this Proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been stated in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal or the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality, including the County of Oneida, and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

Legal Name of Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

Legal Name of Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

- 4. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
- 5. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority
- 6. (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended, or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title