

Request for Proposal for Security Audit

The State Entity is seeking proposals from qualified cybersecurity firms to conduct a comprehensive security audit of its information systems, applications, and network infrastructure. This audit is a critical component of the State Entity's efforts to enhance its cybersecurity posture and align with the goals outlined in the Statewide Cybersecurity Strategic Plan.

Scope of Work

The successful vendor will be responsible for the following tasks:

- a. Conduct a thorough assessment of the State Entity's current cybersecurity practices, policies, and procedures.
- b. Identify potential vulnerabilities and threats to the State Entity's information systems, applications, and network infrastructure.
- c. Perform penetration testing and ethical hacking exercises to evaluate the effectiveness of existing security controls.
- d. Assess the State Entity's compliance with relevant cybersecurity standards and best practices, including the NIST Cybersecurity Framework.
- e. Evaluate the State Entity's ability to detect, respond to, and recover from cybersecurity incidents.
- f. Review the State Entity's continuity of operations and disaster recovery plans related to cybersecurity incidents.
- g. Provide a detailed report outlining the findings of the audit, including prioritized recommendations for mitigating identified risks and vulnerabilities.
- h. Develop a roadmap for implementing the recommendations, including timelines and resource requirements.

Proposal Requirements

Interested vendors should submit a concise detailed proposal that includes the following:

- The cover sheet contained herein shall be completed and submitted with the proposal.
- Company profile, including relevant experience in conducting security audits for government agencies.
- Proposed methodology and approach to conducting the security audit.
- Project timeline and key milestones.
- Qualifications and experience of the project team members.
- Detailed cost proposal, including hourly rates and any additional expenses.
- References from previous clients for similar projects.
- Compliance with relevant industry certifications and standards.

Evaluation Criteria and Weighting

Proposals will be evaluated based on the following criteria:

- a. Vendor's Qualifications and Experience (20%)
- b. Proposed Methodology and Approach (25%)
- c. Project Timeline and Feasibility (15%)
- d. Cost-Effectiveness (20%) *
- e. Compliance with Industry Certifications and Standards (10%)
- f. Quality of References and Past Performance (10%)

Total score: 100%

Terms and Conditions

Insurance Requirements. Throughout the term of this Contract, the selected respondent and/or all subcontractors retained by the respondent shall maintain in force at their own expense, insurance as follows:

a. **Workers' Compensation.** Workers' Compensation insurance with limits that meet the state statutory require General Liability. Prior to execution of a contract with the State Entity, the selected respondent shall, at its own cost and expense, obtain and file with the State Entity's Risk Manager, evidence of a policy of comprehensive general liability in the amount of \$1,000,000 per occurrence for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, and broad form property damage. This coverage is required for the selected respondent and any subcontractor, or anyone directly or indirectly employed by either of them. The State Entity shall be named as additional insured for the comprehensive general liability policy.

b. **Errors and Omissions.** The selected respondent shall be required to provide Errors and Omissions Liability Insurance with minimum coverage limits of \$1,000,000.

STANDARD OF PERFORMANCE. The Contractor agrees to provide all required professional services to complete the project and any additions or changes thereto. The Contractor accepts the relationship of trust and confidence established between it and the State Entity by this Agreement.

The Contractor covenants with the State Entity to furnish its best skill and judgment, and to further the interest of the State Entity at all times through efficient business administration and management. The Contractor shall provide all services in a competent manner. It is understood that some of the services to be rendered hereunder required professional judgment and skill. In those cases, the Contractor agrees to adhere to the standards of the applicable profession.

TIMELINESS OF PERFORMANCE. Time is of the essence in this Agreement. Contractor's failure to meet any such deadlines or required performance may adversely imperil other contractual obligations of the State Entity.

COMPLIANCE WITH LAWS. The Contractor shall be familiar with and at all times comply with and observe all applicable federal, state and local laws, ordinances, rules, regulations, and executive orders, all applicable safety orders, all orders or decrees of administrative agencies, courts, or other legally constituted authorities having jurisdiction or authority over the Contractor, the State Entity, or the service which may be in effect now or during performance of the services.

OWNERSHIP OF WORK PRODUCTS. Payment to the Contractor for services hereunder includes full compensation for all work products and other materials produced by the Contractor and its subcontractors pertaining to this Agreement.

The originals of all material prepared or developed by the Contractor or its employees, agents, or representatives hereunder, including documents, drawings, designs, calculations, maps, sketches, notes, reports, data, models, computer tapes, and samples shall become the property of the State Entity when prepared, whether delivered or not, and shall, together with any materials furnished the Contractor and its employees, agents, or representatives by the State Entity hereunder, be delivered to the State Entity upon request and, upon termination or completion of this Agreement. Materials previously created and copyrighted by the Contractor included in this project will remain the property of the Contractor. Copies will be made available to the State Entity upon request. Materials purchased from and copyrighted by third parties are not included in this provision.

PATENTS, TRADEMARKS, AND COPYRIGHTS. The Contractor agrees to defend, indemnify, and save the State Entity harmless from and against any and all claims, costs, royalties, damages and expenses of any kind of nature whatsoever (including attorneys' fees) which may arise out of or result from or be reasonably incurred in contesting any claim that the methods, processes, or acts employed by the Contractor or its employees in connection with the performance of services hereunder infringes or contributes to the infringement of any letter patent, trademark, or copyright. In case such methods, processes, or acts are in suit held to constitute infringement and use is enjoined, the Contractor, within reasonable time and at its own expense, will either secure a suspension of the injunction by procuring for the State Entity a license or otherwise, or replace such method, process, etc., with one of equal efficiency.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, marital status, change in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action required by law to ensure that applicants are employed and that employees are treated during

employment without regard to their race, color, religion, national origin, ancestry, age, or marital status.

NO ASSIGNMENT OR DELEGATION. The Contractor may not assign, subcontract, or delegate this Agreement, or any part of it, or any right to any of the money to be paid under it without written consent of the Contracting Officer.

INDEPENDENT CONTRACTOR. The Contractor shall be an independent contractor in the performance of the work under this Agreement and shall not be an employee or agent of the State Entity.

Changes in Scope of Work. The State Entity or its representative may, at any time, by a written Change Order delivered to the Contractor, make changes to the scope of work, or authorize additional work outside the scope of work.