

Maine Public Employees Retirement System
Request for Proposals 2024-009
Cybersecurity Services

1. **About:** The Maine Public Employees Retirement System (MainePERS) is a quasi-governmental agency operating in Augusta, Maine. For more information about MainePERS please visit our website at www.maineopers.org.
2. **Scope:** The objective of this Request for Proposals (“RFP”) is for MainePERS to procure Cybersecurity Services.
3. **Definition of Parties:** Respondents to this Request for Proposal (RFP) will hereinafter be referred to as “Bidders,” and the Bidder to whom the contract is awarded will hereinafter be referred to as the “Contractor.”
4. **Description of Requirements:** Attachment A describes the products and services to be provided by the Contractor to MainePERS pursuant to this RFP.
5. **Terms of Contract:** The Contractor will be required to enter into MainePERS’ standard contract, a copy of which may be found at Attachment B.
6. **Insurance:** For the duration of the contract, the Contractor will be required to obtain, maintain, and provide proof of the following minimum insurance coverage unless MainePERS agrees that the Contractor should be exempt from this requirement or subject to a lesser minimum insurance coverage:
 - a. Comprehensive or Commercial General Liability - \$2,000,000 per occurrence; and
 - b. Workers’ compensation coverage as required by the insurance laws of the State of Maine.
7. **Qualifications:** Each Bidder, including personnel expected to be primarily assigned, must demonstrate a minimum of 3 years of experience in the business of providing the services and products described in this RFP and have access to appropriate resources to perform as necessary to meet the obligations of this RFP.
8. **Substantive Questions:** All substantive questions must be submitted in writing via e-mail to RFP@maineopers.org no later than 4:00 PM EDT on October 11, 2024. We anticipate issuing answers to substantive questions by 4:00 PM EDT on October 25, 2024.
9. **Evaluation Committee:** An Evaluation Committee or person will review, evaluate and score all proposals. Following a preliminary review of all proposals submitted by the deadline, the Evaluation Committee or person may or may not interview those Bidders whose proposals have received the highest scores. The interview would be an opportunity for a Bidder to respond to questions and to clarify its proposal. It will not be an opportunity for the Bidder to submit new information not included in the original proposal submitted. If interviews of the top scoring Bidders are conducted, the Evaluation Committee or person will conduct a post-interview review of the proposals and any further clarification as conveyed through the interview process. Bids will be evaluated using the following weighted criteria:

CRITERIA	WEIGHT
Services Provided	50%
Qualifications and Relevant Experience	25%
Cost	25%
Total	100%

10. **Proposal Package:** Proposals must be submitted by email and include the following:

- a. Transmittal email which shall include:
 - i. Name and address of the Bidder;
 - ii. Name, title, telephone number, and email address of the contact person for the Bidder;
 - iii. A statement that the proposal is in response to this Request for Proposal; and
 - iv. The Bidder’s federal tax I.D. number.

- b. As an attachment to the transmittal email, a PDF file containing the substance of the proposal, including the following mandatory items:
 - i. An executive summary of the proposal;
 - ii. A description of the Bidder’s business, a summary of the Bidder’s experience (including any experience with MainePERS), any information required by Attachment A, any other information that the Bidder believes is material to its qualifications, and at least three (3) current customer references;
 - iii. A statement that all provisions of Attachment B are acceptable or specifically state any objections to any provisions; and
 - iv. A completed and signed Price Sheet (attached hereto as Attachment C).

- c. All proposals are due no later than 4:00 PM EST on November 08, 2024. Only proposals received as of 4:00 PM. EST on November 08, 2024 will be considered. Proposals must be submitted by email to RFP@mainepers.org. Mailed, faxed, or hand delivered proposals will not be considered. Bidders will receive an email acknowledging receipt of their proposal. A Bidder who has submitted a proposal and not received an acknowledgment should call Mary Rodimon at (207) 512-3292.

11. **Freedom of Access:** Proposals and any other communications received from Bidders are subject to Maine’s Freedom of Access law, 1 M.R.S. ch. 13. If a Bidder believes that a portion of its proposal is exempt from public disclosure under that law, the Bidder must specifically identify that portion and the exemption. Blanket designation of an entire proposal as confidential is ineffective.

12. **Award:** The contract will be awarded to the Bidder whose proposal receives the highest score following the final review.

13. **Award Notification:** All Bidders will be notified of the award decision in writing. MainePERS will initiate contract negotiations with the selected Bidder. Should MainePERS be unable to reach an acceptable contract agreement with the selected Bidder, MainePERS reserves the right to withdraw the award and to make an award in favor of the Bidder whose proposal received the next highest score.

14. **Rights of MainePERS:** The Request for Proposal does not commit MainePERS to award a contract. MainePERS reserves the right to accept or reject any or all proposals received. MainePERS reserves the right not to check any or all references. MainePERS has the right to interview any or all Bidders after the RFP deadline. MainePERS may also cancel or amend this Request for Proposal in part or in its entirety.

15. **Timeline for this RFP:** MainePERS has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of MainePERS.

EVENT	DATE
RFP Issued	September 30, 2024
Deadline for Questions	October 11, 2024
Questions Answered	October 25, 2024
Proposal Due Date	November 08, 2024
Evaluation of Proposals	November 22, 2024
Execution of Contract	December 13, 2024
Contract Start Date	February 01, 2025

Attachment A
Specifications of Work to be Performed and Products to be Provided

a. Scope of Work

MainePERS, located in Augusta, Maine, is an independent public instrumentality of the State of Maine. MainePERS administers retirement and life insurance programs that cover more than 50,000 state employees, public school teachers, judges, legislators, and employees of municipalities and other public entities. MainePERS manages its services and programs with approximately 135 employees working in two separate office buildings and remotely. MainePERS maintains offices at 139 Capitol Street in Augusta, and One City Center in Portland, Maine, and a data recovery site at Brunswick FirstLight Data Center.

MainePERS is seeking a vendor partner to provide professional Cybersecurity services including cybersecurity lifecycle, program development, education, and assessments.

b. Expectations:

The winning bidder will be expected to:

1. Provide Instructor Led Information Security Awareness Training;
2. Perform Internal Vulnerability Assessments;
3. Perform Social Engineering Exercise of MainePERS choice;
4. Perform Bi-Annual External Vulnerability Assessments;
5. Provide and In-Person Incident Response Tabletop Exercise;
6. Perform Information Technology Risk Assessment;
7. Perform Bi-Annual Comprehensive Penetration Tests;
8. Perform Annual CAVA;
9. Perform Bi-Annual Firewall Configuration and Rule Set Review;
10. Perform Bi-Annual Internal Penetration Test;
11. Perform Bi-Annual Web Application Penetration Testing;

These results will harden the MainePERS network and protect against threats.

c. Services Proposal:

Vendor will work under MainePERS' supervision to provide Cybersecurity services for a period of five (5) years.

Vendor is expected to work on assigned tasks and provide timely and expert-level feedback to MainePERS regarding best practices, performance enhancement, and industry standards.

The proposal must:

1. Outline the Service Bundles offered by the Bidder;
2. Provide qualifications of staff assigned to provide services to MainePERS, including licenses and certifications such as CISSP certifications;
3. State the Requirements MainePERS must fulfill in the execution of the agreement.

d. Organization Description:

In addition to general experience and qualifications identified elsewhere in the RFP, the successful Bidder will also provide answers to the following questions:

1. Provide a brief description and history of you organization, including the services contemplated by this RFP;
2. Describe the financial condition of your organization; and
3. Summarize any legal action taken (active, inactive or anticipated) against your organization in the past three (3) years, including number of suits, causes of action, and amounts of any monetary settlements or judgments.

Attachment B
CYBERSECURITY SERVICES AGREEMENT

THIS CYBERSECURITY SERVICES AGREEMENT (“Agreement”) is made this 1st day of February, 2025 by and between the MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM (“MainePERS”) and _____ (the “Contractor”).

NOW, THEREFORE, MainePERS and the Contractor hereby agree as follows:

Section 1 SERVICES OF THE CONTRACTOR

- 1.1 Scope of Services. The Contractor shall furnish services as requested by MainePERS and as set forth in the Cybersecurity Services Request for Proposals, Number 2024-009, issued September 30, 2024 (“RFP”) and the Contractor’s proposal in response to the RFP, which are incorporated herein by reference. The parties understand that separate statement of work agreements (“SOWs”) will be entered into between the parties regarding the services and equipment. All services and equipment to be provided by the Contractor to MainePERS shall be governed by this Agreement, and, in the event that there is any conflict between any SOW or other agreement and this Agreement, this Agreement shall control.
- 1.2 Compliance with Law. The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations. This Agreement shall be governed in all respects by the laws, statutes and regulations of the United States of America and the State of Maine. Any judicial proceeding brought by one party against the other party shall be brought in the courts of the State of Maine.
- 1.3 Licenses, Permits, and Fees. The Contractor shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- 1.4 Insurance. The Contractor shall keep in force insurance as specified in the RFP issued by a company licensed to do business in the State of Maine. Prior to the execution of this Agreement, and subsequently at the request of MainePERS, the Contractor shall furnish MainePERS with written or photocopied verification of the existence of such insurance.
- 1.5 Intellectual Property. The Contractor hereby assigns to MainePERS and agrees that MainePERS shall own any and all right, title, license and interest, including all patent, copyright, trade secret, trademark and other proprietary rights, in anything created or developed by the Contractor under this Agreement. Without limiting the preceding sentence, all designs, logos, brands, marks, templates, images, materials, plans or other property created, developed, or obtained by the Contractor for MainePERS under this Agreement shall be the sole property of MainePERS.

- 1.6 Terms of Service; Service Limitations. The parties recognize that from time to time MainePERS may request maintenance and support services that fall outside the scope of the Agreement and/or existing SOWs. The parties shall discuss any such requested services and shall negotiate in good faith the price and other relevant factors, terms and conditions governing the requested services not already addressed in this Agreement and/or existing SOWs, and any agreement regarding the requested services shall be reflected in a new SOW or an amendment to this Agreement.

Section 2 COMPENSATION

- 2.1 Contract Pricing. Contract pricing shall be as set forth in the Contractor's proposal in response to the RFP and in SOWs entered into between the parties subject to this Agreement.
- 2.2 Method of Payment. The Contractor will invoice MainePERS monthly or as otherwise agreed. Conditioned on the Contractor's compliance with all of its obligations under this Agreement, MainePERS will make payments within thirty (30) days after receipt of the Contractor's invoice.

Invoices and all other billing communications should be directed to:

Maine Public Employees Retirement System
Accounts Payable
P.O. Box 349
Augusta, ME 04332-0349
accounting@mainepers.org
(207) 512-3117

- 2,3 Additional Services and Fees. MainePERS will be charged time and material basis for all services not explicitly outlined within the SOWs or an amendment pursuant to Section 3.2. The Contractor will notify MainePERS before billable work is performed and written approval by both parties will be required prior to the services to be delivered.
- 2.4 Independent Contractor. In the performance of this Agreement, the parties hereto agree that the Contractor, and any agents and employees of the Contractor, shall act in the capacity of an independent contractor and not as officers or employees or agents of MainePERS.

Section 3 COORDINATION OF WORK

- 3.1 Agreement Administrator. Joy Childs is hereby designated to be the MainePERS Agreement Administrator during the term of this Agreement ("Agreement Administrator"). MainePERS shall have the right to designate another Agreement

Administrator upon written notice to the Contractor. All correspondence and related submission from the Contractor shall be submitted to:

Joy Childs, Director of Information
Technology Maine Public Employees
Retirement System
P.O. Box 349
Augusta, ME 04332-0349

- 3.2 Amendments. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- 3.3 Assignment. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of MainePERS, and any attempt to so assign or subcontract shall be invalid. No assignment shall relieve the Contractor of its obligations hereunder. This Agreement will be binding upon the Contractor's successors and permitted assignees.

Section 4 TERM

- 4.1 Term. Unless earlier terminated by MainePERS in accordance with subsection 4.2 below, the term for this Agreement shall begin on February 01, 2025, and shall continue through January 31, 2030, or the latest termination date in a SOW, whichever is later, except that subsections 5.5, 5.7, 5.8, and 5.9 below shall survive. Individual SOWs may have their own commencement and termination dates. Upon termination, the Contractor shall immediately return any information and other property received from or owned by MainePERS notwithstanding any claim the Contractor may have against MainePERS.
- 4.2 Termination. MainePERS may terminate this agreement for any reason by giving the Contractor at least 30 days written notice of termination.

Section 5 MISCELLANEOUS PROVISIONS

- 5.1 Conflicts of Interest. The Contractor shall not engage any Trustee or employee of MainePERS in a position that would constitute a violation of 17 M.R.S. § 3104.
- 5.2 Background Checks. The Contractor shall perform a criminal background check on all of its employees who perform work on MainePERS' property. The Contractor's employees Performing work on MainePERS' property must not have been convicted of a felony or any crime involving theft. A list of employees authorized to work on MainePERS' property and the results of their background checks shall be provided to MainePERS by the Contractor upon request.
- 5.3 ID Badges. While on MainePERS' property, all employees of the Contractor shall wear on their person an ID badge or wear a uniform containing the Contractor's business name.

- 5.4 Unauthorized Persons. Unless specifically authorized by the Agreement Administrator, under no circumstance shall another person or persons accompany the Contractor or the Contractor's employees onto MainePERS' property while the Contractor is conducting work under this contract.
- 5.5 Confidential Information/Security. Confidentiality of MainePERS information is required. All materials and documents located in MainePERS buildings shall constitute confidential information. The Contractor shall maintain confidentiality in accordance with industry standards and State and federal law. Neither the Contractor nor its employees will disclose, release or communicate any confidential information to any third person, individual, organization or entity without specific authorization by MainePERS. Any violation or breach of this provision will constitute grounds for immediate termination of the Agreement and shall entitle MainePERS to all remedies available in law or equity.
- 5.6 Solicitors. The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, MainePERS shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 5.7 Non-Discrimination in Employment: MainePERS' contracts for services are subject to statutory conditions related to non-discrimination in employment, 5 M.R.S. § 784. The Contractor has read and agrees to these conditions.
- 5.8 Access to Records. The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement for a period of seven (7) years following termination of this Agreement. The Contractor shall allow inspection of pertinent documents by MainePERS or its authorized representatives at the Contractor's office upon reasonable notice and shall furnish copies of the documents if requested.
- 5.9 MainePERS Held Harmless. The Contractor agrees to indemnify, defend, save and hold harmless MainePERS and its officers, trustees, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material provider, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "Person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims suffered or incurred by any Person who may be otherwise injured or damaged in the performance of this Agreement; and (iii) all legal costs and other expenses of defense against any asserted claims to which this

indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) MainePERS negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of MainePERS in accordance with this Agreement.

- 5.10 Notice of Claims. The Contractor shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement or which may affect the performance of the Contractor under this Agreement.
- 5.11 Severability. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 5.12 Force Majeure. The performance of an obligation by a party under this Agreement shall be excused in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. In the event of the Contractor's non-performance caused by any of the foregoing reasons, MainePERS may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
- 5.13 Vendor Security Requirements. The Contractor will comply with MainePERS' Vendor Security Requirements, which are attached hereto as Exhibit 3 and incorporated herein by reference.
- 5.14 Entire Agreement. This document and any SOWs contain the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

IN WITNESS WHEREOF, MainePERS and the Contractor, by their representatives duly authorized, have entered into this Agreement as of the date first written above.

Maine Public Employees
Retirement System

Company Name

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT 1
MainePERS Vendor Security Requirements

The Contractor shall cooperate with MainePERS in protecting the confidentiality, integrity, and availability of MainePERS' information and security of assets by:

- providing a copy of the Contractor's SOC Type 2 or SOC for Cybersecurity report to MainePERS upon request or, if a SOC report is not available, providing copies of information security policies used by the Contractor upon request;
- participating in an annual vendor due diligence process by providing information reasonably requested by MainePERS within 10 business days;
- performing criminal background checks on all individuals working on the Contractor's behalf under this agreement, providing the results to MainePERS upon request, and excluding from work under this Agreement any individual who has been convicted of a felony or any crime reflecting dishonesty unless MainePERS waives this requirement in writing for a particular individual;
- upon terminating for cause any person performing work under this Agreement, immediately removing access to the MainePERS' environment and notifying MainePERS as soon as reasonably possible, not to exceed 24 hours
- signing-off in January of each year on all of the Contractor's user accounts active in any MainePERS system or database;
- notifying MainePERS within 24 hours of becoming aware of a suspected data breach, virus outbreak, or other compromise of the Contractor's network, computers, or servers that have access to MainePERS' data or databases;
- maintaining anti-virus software at the current production version with signatures refreshed on a daily basis;
- installing critical and high severity security patches on the Contractor's computers and servers within one month after patch becoming available and providing documented compensation controls for any systems that are unable to be patched;
- complying with the following remote access network standards established by MainePERS:
 - Use only devices and equipment owned by the Contractor;
 - Access only through Citrix using RSA Security Tokens or with MainePERS CyberArk portal.
 - Use Wi-Fi only if non-public and secured by WPA2 with AES encryption for data
 - Require separate user accounts for each individual working on the Contractor's behalf, using complex passwords with 90-day aging
- transferring files only with advance written authorization and only using AES 256-bit encryption;
- using AES 256-bit encryption for any email containing MainePERS data;

- prohibiting any person other than an employee of the Contractor from performing work under this Agreement or accessing MainePERS' data or databases without the consent of MainePERS;
- permitting access to MainePERS' data and databases only to those individuals who have a need for access to perform work under this Agreement, maintaining audit records for each such access that identify the individual and time and date of access, and providing the audit records to MainePERS upon request;
- performing all duties and tasks in accordance with an established industry information security standard, preferably the NIST Cybersecurity Framework;
- participating in business continuity testing, disaster recovery testing, or incident response testing upon request by MainePERS;
- complying with MainePERS change management policies and processes as communicated by MainePERS;
- accessing MainePERS' information systems and data only as necessary to perform services under this Agreement;
- physically storing MainePERS' data only within the United States;
- ensuring the vendor's third-party partners are performing all duties and tasks in accordance with an established industry information security standard, preferably the NIST Cybersecurity Framework;
- developing any web-based applications only using the Open Web Application Security Project (OWASP) design standards; and
- upon termination of agreement, returning to MainePERS or destroying as specified by MainePERS all MainePERS' data.

Attachment C
Price Sheet

Bundle Subscription Fee: _____

Schedule of Services Included (list service description including frequency):

Any Additional or Explanatory Information including Annual Subscription Payment Terms:

Bidder Name: _____

Bidder Signature (written): _____ Date: _____

Bidder Address:

