



**323 State Street
Augusta, ME 04330**

**Competitive Bid
Request for Proposals**

Penetration Testing Services

| | |
|----------------------------|--|
| Issue Date: | June 7, 2023 |
| Bidders Conference: | June 21, 2023, 11am EST |
| Response Due Date: | July 10, 2023, 1pm EST |
| Return Proposal To: | Scott Fortin Chief Information Security Officer Maine Community College System 323 State Street Augusta, ME 04330 |
| | 207.629.4004 sfortin@mccs.me.edu |

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1.0 Background & Introduction

This Request for Proposal (RFP) is issued by the Maine Community College System (MCCS) to solicit proposals from qualified, experienced, financially sound, and responsible firms to establish a contract through competitive negotiations for penetration testing services of Internet-facing and internal systems with the goal of documenting and improving the MCCS cybersecurity risk profile.

The Maine Community College System has seven colleges and nine campuses in Maine and serves more than 25,000 students a year through degree programs, customized workforce training, and credit and non-credit offerings. It is the state's public two-year college system offering nearly 300 career and transfer programs, a robust short-term workforce training program, advanced credentials, and stackable pathways to one-year certificates and two-year degrees. It has a large early college program that serves high school students, and 80 percent of degree-seeking students are enrolled in career and occupational programs. The mission of MCCS is to provide associate degree, diploma and certificate programs directed at the educational, career and technical needs of the State's citizens and the workforce needs of the State's employers. The primary goals of the System are to create an educated, skilled and adaptable labor force that is responsive to the changing needs of the economy of the State and to promote local, regional and statewide economic development.

The purpose of this RFP is to provide interested parties with information to enable them to prepare and submit proposals for penetration testing services and deliverables. MCCS intends to use the results of this RFP to award a contract for these services.

The term of the contract shall align to the engagement for penetration testing services, reporting, and any follow-up calls or correspondence up to 90 days after the last test is complete.

At a minimum, MCCS requires the service provider to perform the following high-level activities, explored further in section 6:

- 1) Pre-engagement with MCCS and member colleges to plan penetration tests.
- 2) Engagement, penetration testing:
 - a) Internet-facing college systems.
 - b) Internal college systems associated with Federal Student Aid disbursement & management.
- 3) Post-engagement, submitting a report detailing findings and recommended remediation steps.

Preference will be given to proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 8.0, Interpretation of Contract Documents** apply. MCCS reserves the right to accept or reject any or all of the proposals received, in part or in whole.

Additionally, please refer to **Attachment A: Standard Terms and Conditions Applicable to All MCCS Contracts**.

2.0 Schedule & Deadlines

| Event | Date and time |
|--|--|
| MCCS issues RFP | June 7, 2023 |
| RFP Conference Call – Vendor Questions Welcome | June 21, 2023 – 11 AM ET |
| RFP Due Date | July 10, 2023 - 12 PM ET |
| Selected Vendor Presentations | July 13 and/or July 14, 2023 |
| Recommendation Submitted to CFO | July 24, 2023 |
| Notification of Award | July 28, 2023 |
| Contract Start Date | TBD, FY24 (July 1, 2023 – June 30, 2024) |

Please note: MCCS retains the right to change any dates and times.

3.0 Examination of Specification and Schedule

Each bidder or his or her authorized agent is expected to examine the bid specifications, contract documents, and all other instructions pertaining to this RFP. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. MCCS reserves the right to accept or reject any and all bids in part or in whole.

4.0 Submission Instructions

4.1 Proposal Transmission

Electronic submission through email is the required method of delivering your proposal.

- Email proposals should be sent to sfortin@mccs.me.edu
- The Email Subject line must read "MCCS Penetration Testing Services"
- The emailed proposal must be RECEIVED no later than 12 PM ET on July 10, 2023.
- MCCS will acknowledge receipt of all proposals sent through email within one business day.
- It is the bidder's responsibility to ensure that its proposal is received in its entirety by the proposal due date and time. Any bid received after the date and time specified will not be accepted, read, or evaluated.
- MCCS will not be responsible for computer, server, Internet or any technical problems, errors, delivery delays, or failures beyond its physical control. Bidders are advised to send their bid responses before the bid deadline to avoid potential delays.
- The MCCS account receiving the submissions is limited to receive emails up to 50 MB in size. If

your response is larger than 50 MB, please split your response into separate emails, and indicate in the subject line that you are doing so. All emails containing any part of your bid response must be received before the bid deadline.

4.2 Modification or Withdrawal of Offers

The bidder's authorized representative may withdraw or modify their proposal, prior to the due date. Modification to, or withdrawal of, a proposal received by MCCS after the exact hour and date specified for receipt of proposals will not be considered.

4.3 Pricing

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

4.4 Vendor Presentations

Vendors may be requested to provide a presentation of their proposal, which would include a detailed analysis of how each of the bid requirements would be satisfied should the bidder receive the award. These presentations will not be open to the public. MCCS has targeted July 13 and 14, 2023 for selected vendor presentations.

4.5 Pre-Award Discussions

After the proposals are opened, but before the award, MCCS may elect to engage in discussions with any or all of the proposal respondents for purposes of:

- Resolving minor differences
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving formal assurances from said respondents

MCCS may request best and final offers from those bidders determined by MCCS to be reasonably viable for contract award. However, MCCS reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the bidder's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, MCCS may select for final contract negotiations/execution the offers that are most advantageous to MCCS, considering cost and the evaluation criteria in this RFP.

4.6 Proposal Requirements

To be considered complete, each proposal must include the following:

- Cover page with company name, proposal principal authors, date, company address and company URL
- Primary contact(s) with phone number and e-mail address(es)
- The bid should be dated and signed by an officer of your company with the authority to approve the submission of the proposal
- Section labeled BUSINESS PROPOSAL as described in Section 5
- Section labeled SERVICE PROPOSAL as described in Section 6
- Section labeled COST PROPOSAL as described in Section 7

5.0 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as “optional.”

5.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the successful acquisition of the products and/or services requested in this RFP.

5.2 Respondent’s Company Structure

The legal form of the Respondent’s business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

5.3 Company Financial Information

This section must include the Respondent’s financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent’s financial stability. If the financial statements being provided by the Respondent are those

of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

5.4 Contract

Any or all portions of this RFP and any or all portions of the bidder's response may be incorporated as part of the final contract.

5.5 Qualifications

Bidders should demonstrate the qualifications of the company, staff, and subcontractors to perform the services outlined in section 6. MCCS prefers service providers with industry recognized credentials, including but not limited to:

- GIAC Certified Penetration Tester (GPEN)
- GIAC Web Application Penetration Tester (GWAPT)
- GIAC Exploit Researcher and Advanced Penetration Tester (GXPN)
- EC-Council Certified Ethical Hacker (CEH)
- EC-Council Licensed Penetration Tester — Master (LPT)
- Certified Penetration Tester (CPT)
- CompTIA PenTest+
- Offensive Security Certified Professional (OSCP)
- CPPTv2 eLearnSecurity Certified Professional Penetration Tester
- eCPTX eLearnSecurity Certified Penetration Tester eXtreme

5.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone of a person who may be contacted for further information.

5.7 Subcontractors

The bidder is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any bidder's proposal must identify all subcontractors and describe the contractual relationship between the bidder and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the bidder must comply with MCCS statutes and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor,

the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the bidder and any or all subcontractors will be considered in the RFP evaluation. The Respondent must furnish information to MCCS as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by MCCS. All subcontracts held by the bidder must be made available upon request for inspection and examination by appropriate MCCS officials, and such relationships must meet with the approval of MCCS.

The bidder must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, the anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the bidder of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

5.8 General Information

Each Respondent must enter your company's general information including contact information.

5.9 Experience Serving Higher Education Institutions / Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the Maine Community College System that also had a similar scope. Please provide specific clients and detailed examples.

5.10 Value Added Offerings (optional)

MCCS is always considering creative, cost-effective solutions to increase efficiencies and decrease expenditures. Does your company offer integrated service programs that will add value to the contract? Please describe the details of the program including cost, structure, and the benefits to be realized by MCCS as an alternative to the proposal for consideration.

6.0 SERVICE PROPOSAL

The Service Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the service proposal must contain a meaningful summary of the referenced material. The referenced document must be included

as an appendix to the service proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by MCCS.

6.1 Pre-engagement

Bidder should describe the steps leading up to the penetration test including scoping activities, rules of engagement, testing methods, authorization to test documents, scheduling, and communication.

The anticipated scope of the penetration testing services for each of the 7 member colleges includes:

- Jenzabar J1/EX Student Information System (SIS)
- Jenzabar Internet Campus Solution SIS web portal
- PowerFAIDS Financial Aid Management solution
- NetPartner Financial Aid Management web portal
- Active Directory
- Windows File Servers

The anticipated scope of the penetration testing services for the MCCS System Office includes:

- Jenzabar J1/EX Finance System (GL)
- Jenzabar Internet Campus Solution Intranet web portal
- Active Directory
- Windows File Servers

The anticipated scope of penetration services for all institutions **does not include:**

- Social engineering using phishing or similar tactics
- Physical security tests
- Distributed denial of service attacks

6.2 Engagement

Bidders should describe their test methodology based on the following expectations:

Once the MCCS and the successful bidder agree on items covered in the Pre-engagement, non-destructive penetration tests will begin according to the published schedule communicated to MCCS Executive Leadership and stakeholders.

During the engagement, MCCS expects the service provider to scan, enumerate, evaluate, and attempt to escalate privileges to production systems according to the scope of work and rules of engagement. Testers may use automated tools to perform scanning and other routine tasks but a qualified individual must be engaged during the entirety of the test. Fully automated pen-testing services will not be considered.

The duration of these tests will be mutually decided during pre-engagement activities, but the MCCS strongly prefers contracts issued on a fixed price. The following detail is provided for the service provider to right-size the test to the organizational structure of MCCS and its member institutions:

| Institution | Internet-facing services | Total number of internal hosts | Total number of servers |
|---------------|--------------------------|--------------------------------|-------------------------|
| CMCC | 10 | 750 | 110 |
| EMCC | 15 | 600 | 60 |
| KVCC | 5 | 600 | 50 |
| NMCC | 10 | 500 | 50 |
| SMCC | 19 | 1500 | 125 |
| WCCC | 3 | 350 | 40 |
| YCCC | 4 | 350 | 50 |
| System Office | 9 | 50 | 15 |
| Totals | 75 | 4700 | 500 |

Note: the numbers contained in the above table are an estimation. Exact scope, counts, domains and IP addresses for Internet-facing tests will be delivered to the successful bidder during the pre-engagement. Scope, counts, credentials, network access, and IP blocks for internal testing will be delivered to the successful bidder during pre-engagement activities. Method for internal system access to be determined by mutual agreement between MCCS and service provider, though a physical appliance is strongly preferred due to technical variance across instructions.

6.3 Post-engagement

Following the completion and cleanup of external and internal tests, the successful bidder will submit one written report that addresses at a minimum:

- Executive summary
- Pre-engagement item summary.
- Organized by institution, a log of engagement activities with sufficient detail for MCCS technical staff to reproduce.
- Organized by institution, findings & recommended remediations, prioritized by severity, and tagged with common taxonomy (CVE, CWE, MITRE ATT&CK, TTPs).

The MCCS will have 90 days following the delivery of the post-engagement report to ask questions or schedule follow-up calls/meetings to clarify information contained in the report.

Respondents should demonstrate experience with security assessment documentation by providing a sample report that meets the above requirements.

7.0 COST PROPOSAL

Include a complete cost proposal, separated out into the following areas:

- 7.1 Fixed rate cost for penetration testing services with detailed time estimates and breakdown.
- 7.2 Additional costs not covered by 7.1 with descriptive narrative.

8.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more business days before the proposal due date and submitted to:

Scott Fortin
 Chief Information Security Officer
 Maine Community College System
 323 State Street
 Augusta, ME 04330

or via email at sfortin@mccs.me.edu

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

9.0 Taxation and Compliance

MCCS is an educational institution organized under the laws of the State of Maine, and so its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

10.0 Evaluation and Scoring

Each proposal will be scored using the following matrix:

| Item | Percentage Possible |
|-------------------|---------------------|
| BUSINESS PROPOSAL | 20% |
| SERVICE PROPOSAL | 40% |
| COST PROPOSAL | 40% |
| TOTAL | 100% |

11.0 Terms and Conditions

Standard Terms and Conditions applicable to all MCCS Contracts are included in ATTACHMENT A–TERMS.

Attachment A – MCCS Terms and Conditions

NOTICE TO VENDORS AND BIDDERS: STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively “MCCS”).

These terms and conditions derive from the public nature and limited resources of the MCCS.

MCCS DOES NOT AGREE TO:

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys’ fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine’s Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS’ recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor’s terms prevailing over MCCS’ standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to “trade secret” exemption from disclosure under Maine’s Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.