



ADDENDUM NO. 2

Issue Date: March 29, 2021

Project Name: Cyber Security Policy Development

RFP Number: 2021039

RFP Opening Date: April 7, 2021

This addendum is being released to: answer questions received to date and modify the RFP documents. The information and documents contained in this addendum are hereby incorporated in the invitation to bid. **This addendum must be acknowledged where indicated on the proposer information form, or the proposal may be declared non-responsive.**

Modification to RFP

Replace Sample Agreement with Sample Agreement – Addendum 2

Questions and Answers

- May we submit invoices for progress payments tied to milestones or must we wait until the end of
1. the entire project? We ask because policy development typically requires multiple rounds of management approvals, which are often very time consuming.

The County will consider progress payments that are linked to the completion of each task detailed within the RFP scope of work. Task completion is based on County acceptance and approval of the deliverable submission.

2. The introduction indicates the RFP is for cybersecurity policy development only. Do existing policies exist which require review/updates or is the intention to develop the initial policies?

It is the Counties intent to develop new policies.

3. Please provide a Rough Order of Magnitude (ROM) count of the SCADA and ICS systems which would be covered by these policies.

For security reasons, the County does not publicize information pertaining to the physical or logical configuration of County owned information systems. Upon contract award, the selected supplier will be asked to sign a non-disclosure agreement prior to receiving such information. The policies created under this scope of work will apply to all County owned information systems, inclusive of SCADA and ICS systems, regardless of the number of systems.

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4. Are any of the systems covered by FERC regulations?

No.

5. Please provide a list of Departments which would be covered by the developed policies.

The policies created under this scope of work will apply to all County owned information systems, inclusive of SCADA and ICS systems. Therefore, all departments will be covered by these policies.

6. Is the goal of the County to have a general set of cybersecurity policies that align to NIST CSF and ICS so the baseline policy can be adopted by departments within the County, or do the policies need to be department specific? If department specific, how many departments would be in scope?

The policies created under this scope of work will apply to all County owned information systems, inclusive of SCADA and ICS systems. Therefore, all departments will be covered by these policies. The newly developed policies are intended to address all County owned information systems, inclusive of SCADA and ICS systems. Policy guidance that is specific to SCADA or ICS systems shall be detailed as such within the content of each newly developed policy.

7. Does the County have an established review and approval process for the developed policies? If yes, can the County provide details of what the review and approval process would look like?

The new policies will follow the approval process used for additions to the Administrative Policy Manual. This process includes leadership review and comment for the draft policy, comment adjudication and incorporation and subsequent review and approval by the County Administrator and the Board of County Commissioners.

8. Does the County require any of the work to be completed on site?

No, it is not necessary for the work to be completed on site.

9. Is the county looking for a general policy or are vendors to develop policies geared towards specific applications?

The policies created under this scope of work will apply to all County owned information systems, inclusive of SCADA and ICS systems. The policies to be developed must align to the NIST 800-53 and NIST 800-82 controls as outlined in Task 3 of the scope of work.

10. What type of applications in Indian River County are we expected to write policies for?

The policies are not application specific. The policies created under this scope of work will apply to all County owned information systems, inclusive of SCADA and ICS systems. The policies to be developed must align to the NIST 800-53 and NIST 800-82 controls as outlined in Task 3 of the scope of work.

11. Which standard will be the authoritative framework for IRC by which policies will be developed? The

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NIST SP 800-82, the NIST Cybersecurity and Privacy Frameworks, or will coverage of both be required?

Both are required. Task 2 is intended to establish the traceability between the NIST CSF, NIST 800-53 and NIST 800-82.

12. Are operations centralized across environments such that one set of policy documentation can be created across IRC? If not, how do operations differ environment to environment? How many environments are in scope?

The policies created under this scope of work will apply to all County owned information systems, inclusive of SCADA and ICS systems.

13. Is policy development limited to aligning organizational requirements with the aforementioned frameworks (e.g., does not include the creation of standards, procedures, and/or work instructions)?

This scope of work does not include the creation of standards, procedures, and/or work instructions.

14. Are there any cybersecurity regulatory requirements that IRC is required to comply with that will be included in the policies?

None beyond those that are cited in this RFP.

15. What is expected within the policies for the mapping of NIST requirements?

Task 3 requires the supplier to generate a mapping of the specific NIST 800-53 & NIST 800-82 controls from Appendix A to the appropriate section of the table of contents for each of the proposed policies prior to development of the policy.

16. How many policy review periods are anticipated?

A minimum of two reviews will be required. The first review will include a formal comment adjudication and incorporation period with a subsequent review of the revised document. Additional reviews may be required if comments are not fully addressed following the initial review.

17. How many stakeholders will be involved in policy review periods?

Please see the answer for question #7.

18. Can you please provide a high level overview of the types of IT systems the policies are intended to cover?

The policies created under this scope of work will apply to all County owned information systems, inclusive of SCADA and ICS systems.

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19. Are the SCADA and ICS systems for water/waste water management or some other purpose?

Yes, the SCADA and ICS systems are used to control water/waste water management.

20. Is the intent to develop policies only or also procedures to implement the policies?

Please refer the answer for question #13 above.

21. Can you please elaborate on what the county expects for the certificate of conformance?

The certificate of conformance deliverable is being removed with the issuance of this addendum.

22. Are there any socio-economic preference points allocated to small businesses, disadvantaged small businesses, economically disadvantaged women-owned small businesses (EDWOSB), women-owned small businesses (WOSB), and/or minority owned small businesses?

Please see scoring criteria on page 6 of the RFP. No preference points are allocated, but participation by all firms is encouraged.

23. Are there any preference point allocations for Florida-based businesses?

Please see scoring criteria on page 6 of the RFP. No preference points are allocated.

24. Does proof of insurance coverage have to be submitted along with the proposal? Or would that be required only from the eventual successful bidder upon contract award?

Insurance is not required at the time of proposal. Supplier will be required to provide required insurance prior to execution of the agreement.

25. Given the emphasis in the RFP on the SCADA/ICS infrastructure, are recent cybersecurity events/incidents a driver for this RFP?

No.

26. Has the County performed a similar mapping exercise in the past? If yes, would the results of that exercise be made available to us? Also, if yes, what is the reason for performing the exercise again?

Please see the answer for question #2.

27. In all, how many policies does the County estimate it will require? An approximate number would help.

The number of policies to be developed is dictated by the controls included in Appendix A. It is the supplier's responsibility (via task 3) to outline the most efficient approach to developing the required policies.

Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and _____ (hereinafter called SUPPLIER). OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Task 1 – Project schedule.
- Task 2– Requirements Trace Document (Appendix A) completed with Supplier proposed mapping to NIST 800-82 Appendix G
- Task 3 – Requirements Trace to Proposed Policy Development Report
- Task 4 – Policy Development
- Certificate of Conformance

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Cyber Security Policy Development
RFP Number: 2021039
Project Address: 1800 27th Street, Vero Beach, FL, 32960

ARTICLE 3 - CONTRACT TIMES

3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the specifications are of the essence of the Agreement.

3.02 *Days to Achieve Substantial Completion, Final Completion and Final Payment*

- A. The Work will be completed and ready for final payment on or before the 120th day after the date when the Contract Times commence to run.

ARTICLE 4 - CONTRACT PRICE

4.01 OWNER shall pay SUPPLIER for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.B, below:

- A. For all Work, at the prices stated in SUPPLIER's Bid, attached hereto as Exhibit 1.
- B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount: \$ _____

Written Amount: _____

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Progress Payments.

A. The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by ENGINEER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The OWNER shall retain five percent (5%) of the payment amount due to CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents.

5.02 Pay Requests.

A. Each request for a progress payment shall contain the CONTRACTOR'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed.

5.03 Paragraphs 5.01 and 5.02 do not apply to construction services work purchased by the County as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines. 5.01 Method of Payment

~~Owner shall make only one payment for the entire amount of the contract when the work has been completed. Upon a determination of satisfactory completion, the COUNTY Project Manager will authorize payment to be made. All payments for services shall be made to the SUPPLIER by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).~~

~~5.02 Acceptance of Final Payment as Release~~

~~The acceptance by the SUPPLIER of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the SUPPLIER other than claims in stated amounts as may be specifically excepted by the SUPPLIER for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the SUPPLIER or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.~~

ARTICLE 6 - INDEMNIFICATION

6.01 SUPPLIER shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the SUPPLIER and persons employed or utilized by the SUPPLIER in the performance of the Work.

ARTICLE 7 - SUPPLIER'S REPRESENTATIONS

- 7.01 In order to induce OWNER to enter into this Agreement SUPPLIER makes the following representations:
- A. SUPPLIER has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
 - B. SUPPLIER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. SUPPLIER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. SUPPLIER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by SUPPLIER, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by SUPPLIER, and safety precautions and programs incident thereto.
 - E. SUPPLIER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - F. SUPPLIER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. SUPPLIER has correlated the information known to SUPPLIER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - H. SUPPLIER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that SUPPLIER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to SUPPLIER.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. SUPPLIER is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this

agreement, as required by Section 448.095, F.S.. SUPPLIER is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Notice to Proceed;
- (3) Certificate(s) of Liability Insurance;
- (4) Request for Proposals 2021039
- (5) Addenda (numbers to , inclusive);
- (6) SUPPLIER'S submitted proposal;
- (7) Firm Information Form
- (9) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (10) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (11) Certification Regarding Lobbying;
- (12) Certificate of Debarment
- (13) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the Request for Proposals.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and SUPPLIER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The SUPPLIER shall comply with Florida's Public Records Law. Specifically, the SUPPLIER shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SUPPLIER does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the SUPPLIER or keep and maintain public records required by the County to perform the service. If the SUPPLIER transfers all public records to the County upon completion of the contract, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the contract, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

- B. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

(772) 226-1424

publicrecords@ircgov.com

**Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960**

C. Failure of the SUPPLIER to comply with these requirements shall be a material breach of this Agreement.

Article 11: TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by SUPPLIER and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:
- (1) if in the OWNER's opinion SUPPLIER is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if SUPPLIER neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
 - (3) if in the OWNER's opinion SUPPLIER's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if SUPPLIER assigns this Contract or any money accruing thereon or approved thereon; or
 - (5) if SUPPLIER abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for SUPPLIER or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify SUPPLIER in writing of the grounds for termination and provide SUPPLIER with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the SUPPLIER fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying SUPPLIER in writing. Upon receiving such notification, SUPPLIER shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize SUPPLIER to restore any work sites.
- D. The SUPPLIER shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate SUPPLIER's services and work for OWNER's convenience. Upon receipt of notice of such termination SUPPLIER shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination SUPPLIER shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
- (2) such other costs actually incurred by SUPPLIER as are permitted by the prime contract and approved by the OWNER.

SUPPLIER shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: SUPPLIER certifies that it and those related entities of SUPPLIER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, SUPPLIER certifies that it and those related entities of SUPPLIER as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if SUPPLIER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if SUPPLIER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER or on their behalf.

This Agreement will be effective on _____, 20__ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

SUPPLIER:

INDIAN RIVER COUNTY _____

By: _____
Joseph F. Flesher, Chairman

By: _____
(Supplier)

By: _____
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Address for giving notices:

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk
(SEAL)

Agent for service of process: _____

Designated Representative:

Name:
Title:
Address:
Phone
Email

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If SUPPLIER is a corporation or a partnership, attach evidence of authority to sign.)