



Madison County Government
Administrative Services

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Kurt Prenzler, CPA
County Board Chairman

March 6, 2024

NOTICE TO BIDDERS

Notice is hereby given that proposals will be received by the Madison County Information Technology Department for **Security Penetration Testing Services** at the Madison County Administration Building located at 157 North Main Street, Edwardsville, Illinois.

Specifications, instructions to bidders, bid form, and all data necessary to submit a sealed bid may be obtained from the Purchasing Department, Madison County Administration Building, 157 N Main St., Suite 59, Edwardsville, IL, visiting:

<https://apps.co.madison.il.us/adminservices/vendors/> or by emailing supportservices@madisoncountyil.gov.

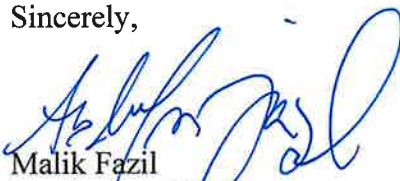
SEALED proposals will be accepted at the Madison County Administration Services Department, 157 N Main St., Suite 59, Edwardsville, IL no later than **9:30 a.m., Wednesday, March 27, 2024**. Sealed bids will then be publicly opened and read aloud at **9:45 a.m.** in the County Board Committee Meeting Room which is located on the first level of the Administration Building in Suite 145.

If any additional information is needed, please contact supportservices@madisoncountyil.gov

Submittals shall be marked on the envelope: **"SECURITY PENETRATION TESTING SERVICES"**

The right is reserved to reject any or all bids.

Sincerely,


Malik Fazil
Purchasing Director

Madison County Government Illinois



REQUEST FOR PROPOSALS For Security Penetration Testing Services

Bid Specifications

March 6, 2024

Madison County Government, Illinois

PROPOSAL DEADLINE: March 27, 2024

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1 Overview

1.1 General Conditions

The following data is intended to form the basis for submission of proposals to provide SECURITY PENETRATION TESTING SERVICES. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The Request for Proposal (RFP) should be read in its entirety before preparing the proposal. All materials submitted pursuant to this RFP shall become the property of the Madison County Government (the County).

To the extent permitted by law, all documents pertaining to this RFP shall be kept confidential, to the extent necessary for review, until the proposal evaluation is complete.

This RFP does not obligate the Madison County Government to award a contract or complete the project and the Madison County Government reserves the right to cancel the solicitation if it is considered to be in its best interest.

2 Introduction

2.1 About Madison County

Founded in 1812, Madison County is part of the Metro-East region of the St. Louis Metropolitan Area and has a population of approximately 264,000.

2.2 Project Timeline

The County has developed an estimated timeline for this Initiative. The County will move as quickly and efficiently as possible to determine the feasibility of each Vendor's Proposal. The County reserves the right to modify or update this schedule at any point in time.

Project Timeline Dates	
RFP Published Release Date	March 6, 2024
Proposal Submission Deadline	March 27, 2024
Proposal Evaluations Completed	April 3, 2024
Final Vendor Selection/Award	April 17, 2024
Anticipated Work Completion	TBA

2.3 Madison County Government Contact Information

This RFP is issued by the Madison County Government, 157 N Main St, Suite 59, Edwardsville, IL 62025

The point of contact for all questions or requests for additional information is:

supportservices@madisoncountyil.gov

2.4 RFP Inquiries

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in accordance with Section 2.3 above. Any questions asked by any vendor will be made available to all vendors.

3 Goals and Background

3.1 Project Objectives and Goals

The Madison County Government is seeking a vendor to assess the current state of the Madison County Government information security posture to ensure that it is configured and is operating the IT infrastructure in a secure manner that meets or exceeds the Madison County Government compliance obligations, and that the Madison County Government' electronic risks are adequately addressed.

The Information Technology Division of the County needs to determine its security weaknesses. Penetration tests can be used to test an organization's security policy compliance, its employees' security awareness and the organization's ability to identify and respond to security incidents.

4 Scope of Service

4.1 Scope

The vendor shall conduct penetration testing activities designed to provide the Madison County Government with insight into external and internal vulnerabilities within agency networks, assets and applications. The scope of the penetration tests shall include the Madison County Government internet points of presence including the County's external facing hosted website and internally hosted applications. In addition, Madison County IT wishes to perform a retest 120 days after Madison County has had 120 days to remediate any located vulnerabilities.

4.2 Scheduling

The contractor shall develop a proposed schedule to include the projected start and end dates of each activity and deliverable. The proposed schedule should include planning for two tests, one external penetration test and one internal penetration test. The vendor will further work with the Madison County Government to accommodate the Madison County Government business hours, scheduling priorities and IT personal availability

when scheduling penetration tests. Vendor will notify the Madison County Government Information Technology Division within seven (7) business days of an upcoming penetration test. The final schedule will include changes from accommodations with Madison County Government that will obtain approval from the IT Director no later than thirty (30) days after contract signature. Vendor shall provide recommended changes and obtain approval of changes from the IT Director in writing.

4.3 Planning

Prior to conducting a penetration test, the vendor shall develop and submit to the Madison County Government for approval, a penetration test plan. The plan will include a Rules of Engagement (ROE) document and shall define the steps to be taken and tools/equipment to be used to facilitate the testing as well as information to be collected and submitted in the final report. The penetration testing plan should be approved by the IT Director before testing begins.

4.4 Requirements

The Vendor shall explicitly state whether they can meet the requirements. If the Vendor doesn't meet a requirement, please state either the status of the requirement and/or future developments to meet the requirement. All tests shall be non-destructive in nature, where all remote system scanning, and attempts to exploit vulnerabilities or escalate privileges are conducted with proper care to avoid any disruption of service. The vendor will follow procedures set by the National Institute of Standards and Technology (NIST) Special Publication 800-115, Technical Guide to Information Security and Assessment.

4.5 General Requirements:

- Vendor must be able to provide complimentary post-remediation reviews. (Discussion-Based)
- Vendor shall provide a methodology of how the Vendor will assess the Madison County Government Network and assets.
- Vendor must complete all clean up processes before finishing the penetration test, including but not limited to:
 - Removal of accounts created as part of the assessment
 - Removal of tools installed by tester on the Madison County Government systems
 - Confidential data about the Madison County Government obtained from the penetration test must be disposed of in an appropriate manner.
- Vendor shall not store any data, if obtained during a penetration test.
- Vendor shall sign a non-disclosure agreement, a copy will be retained by the Madison County Government
- Vendor shall provide a description of the Vendor's work with other clients and provide the Madison County Government with contact information and/or testimonials if available.

- Vendor shall specify the ability to perform and complete External, Internal, Web Application, Physical Security and Social Engineering tests within Ten (10) continuous business days.
- Vendor shall supply a list of potential tester(s) that will be performing the penetration testing exercise on the Madison County Government network in terms of:
 - Relevant working experience (employees must have at minimum 3+ years of experience) in the cyber security field.
 - Relevant Industry Cyber Security Certifications.
- Results of Vendor's employees background check(s) (each employee shall have a clean background record).
- Vendor should explain how the Vendor's employees are trained regularly outside of the workplace.
- Vendor is required to have tester(s) who will be performing the penetration test to be fingerprinted at the Madison County Sheriff's Office for a CJIS background check. Any cost for travel/accommodations should be included in the overall RFP cost.
- The vendor shall provide a summary of any key differentiators that make Vendor uniquely positioned to provide penetration testing services to the Madison County Government

Madison County Government Information Technology Security Assessment will be conducted in five independent phases (or Madison County Government can pick which phase is required) derived from known threats to Madison County Government. The information technology security assessment will take place in five phases:

- External network penetration testing
- Web application penetration testing
- Network Security Assessment
- Physical Security assessment
- Social Engineering

Each phase of this assessment should be considered and itemized as independent modules of the overall assessment.

4.6 External Network Penetration Test

An external penetration test will be performed on externally available hosts accessible from the internet. Testing during this phase should represent an uninformed anonymous threat targeting the Madison County Government external infrastructure. The in-scope infrastructure for Madison County Government external penetration testing phase will include not more than 30 public facing IPv4 addresses. Madison County Government assumes the following:

- Identified vulnerabilities will be exploited to demonstrate impact to the organization with the exception of denial of service (DoS) attacks (except explicitly authorized), buffer overflows that may cause disruption to critical services. Exploitation will include a social engineering exercise (target emails to be verified by client).
- Heavy load brute force or automated attacks will not be performed unless approved by Madison County Government.
- Vendor agrees to notify Madison County Government of any portion of the assessment resulting in a disruption of service.
- Both parties will sign a mutual non-disclosure agreement to ensure the confidentiality of information exposed and proprietary tools and techniques used during these assessments.
- Vendor will immediately notify Madison County Government of any security vulnerability threatening critical business processes or IT services.
- Business Hour Testing is permitted.

4.7 Web Application Penetration Test

A web application penetration test provides an independent verification of the security status of an organization's web application(s). This test determines whether web-based applications (customer, patient, taxpayer, other) present an exploitable risk to the organization. Madison County Government requires the following:

- The Vendor will determine if vulnerabilities exist in an application by testing each interface to the application including server operating system, application platform, and database.
- Denial of service (DoS) attacks will not be performed unless explicitly approved by Madison County Government.
- The vendor will adopt a three-phased structure methodology for application penetration testing that includes Enumeration, Vulnerability Assessment, and Exploitation.
- The vendor will attempt to exploit any identified vulnerability and misconfiguration and provide Identification of prioritized remediation needs, requirements, and associated risk.
- In Scope Web Application Environment Parameters:
 - 1 URLS
 - 2 Subdomains with up to 15 applications contained within

4.8 Network Security Assessment/Internal Network Testing

An onsite network security assessment will be performed in two phases. The initial assessment will be performed to simulate an attack by an un-trusted outsider, unauthenticated user, with no working knowledge of Madison County Government network. The second phase of the assessment will be performed with low-level credentials, an authenticated user. This penetration style test should assess the security of all networked assets including servers, desktops, firewall, network devices, wireless

infrastructure, and network monitoring & management. Testing during the internal network vulnerability assessment will be performed at Madison County Government IT office or remotely depending on the circumstances at the time of execution.

Internal network will include but is not limited to the following:

- Not more than 500 IPV4 address
- Internally hosted applications
- Domain Controllers
- Internal Web Servers
- DMZ Network
- Business Hour Testing is permitted

Additional onsite requirements can include Social engineering/USB key drop.

4.9 Physical Security Assessment

A physical security assessment will be performed to identify strengths and weaknesses in Madison County Government physical security controls. This assessment should incorporate social engineering techniques to attempt unauthorized access to restricted areas as well as gain physical access to network jacks in Madison County Government offices.

4.10 Social Engineering

Social engineering tests done internally may include, but are not limited to the following methods:

- Phishing
- Vishing
- Spear Phishing
- Business Email Compromise (BEC)
- Whaling
- Pre-Texting

In scope environment parameters:

- 900 users
- Email Phishing
- Robocalls/SMS Texting
- USB Drops

4.11 Reporting

1. Vendor should provide quick notification during penetration testing if critical vulnerabilities or data was discovered during penetration test.
2. Vendor will promptly notify the Madison County Government Information Technology Division about successful breach into the Madison County network during either the internal or external penetration test and obtain approval from the Information Systems Manager before continuing the test.

3. The vendor will provide a detailed Security Assessment Report, approved by the Madison County Government, within ten (10) business days from completion of pen test that should include, but not limited to the following:
 - a. All vulnerabilities found from penetration test.
 - b. All steps and vectors leading to a vulnerability should be documented along with screenshots and logs (including date and time).
 - c. Summary of tests performed, and assessment methods employed.
 - d. Vulnerabilities identified categorized by severity.
 - e. Cost-efficient specific mitigations and workarounds for vulnerabilities identified.
 - f. Listing of items that need remediation and retesting.
 - g. Suggest best practices for device(s) and/or service configurations.
 - h. Provide a summary of testing performed to validate segmentation controls.
 - i. Provide details to the testing methodology and how testing progressed.
 - j. In the case of where an exploitation didn't occur, any findings that may potentially impact the security posture of the Madison County Government should be documented.
 - k. Document if the Madison County Government security system detected malicious activity from the Vendor's pen test and blocked the Vendor's access to the Madison County Government servers, specifically what action the Vendor's company was attempting at the time.
 - l. Provide a final summary of the overall risk to the Madison County Government operating environment.
 - m. Provide secure delivery of the Security Assessment Report.

Any desired changes to the reporting requirements, whether by vendor or the County of Madison County, shall be documented in the penetration test plan and approved by the Madison County Government. In the event the actual completion date is later than the scheduled completion date, upon approval from the Madison County Government, the Security Assessment Report shall be submitted within ten (10) days of the actual completion date. The Security Assessment Report shall be developed in accordance with the requirements of the approved penetration test plan.

4.12 Deliverables

Upon the conclusion of all aforementioned information technology security assessment, Madison County Government will be provided the following report sections:

- **Executive Summary Report:** An overview of all testing results, including a summary of the scope and approach, findings, and recommendations directed at senior management.

- **Technical Report:** A deep dive into the testing methodology, strengths and weaknesses observed, detailed findings matrix, associated risk ratings of each finding, technical recommendations, and appendices providing supporting documentation of each vulnerability identified.
- **Findings Presentation:** Upon the completion of the project, results will be presented to the Madison County IT Department. This presentation should provide an overview of strengths, weaknesses, and vulnerabilities identified throughout the assessment. The meeting must either be in person or via a remote meeting solution approved by the Madison County IT Department.
- **Post Remediation Report:** After the completion of the retest after 120 days, a report shall be provided containing the results of Madison County IT's remediation efforts.

4.13 Contractor Furnished Information and Materials

The contractor shall perform external penetration testing activities from locations external to the Madison County Government facilities, without access or knowledge about the Madison County Government network. The contractor shall provide all tools, test equipment and materials necessary to perform both internal and external penetration tests.

5 Evaluation of Proposals

5.1 Evaluation of Submitted Proposals

The Madison County Government will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. All proposals that are properly submitted will be evaluated using the evaluation criteria listed below. All proposals that are properly submitted will be evaluated by the Evaluation Committee which will make recommendations for the award. The County will form an Evaluation Committee to review all submittals received by the deadline. Any submittal failing to meet any of the qualifications requested in this RFP will be rejected. The purpose of the Evaluation Committee is to recommend which vendor is best able to provide a fully functioning system to the County's requirements, and within the County's budget.

5.2 Evaluation Criteria

An evaluation team composed of representatives of the County will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the County will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below. The criteria, and their associated weights, upon which the evaluation of the proposals will be based on the following:

Bid Evaluation				
	Criteria	Weight	Rating Scale	Points Total
A	Cost/Pricing	15 Points	1 2 3 4 5	
B.	Ability to Execute, Assessment Methodology and Workplan	35 Points	1 2 3 4 5	
C.	Company's Employee Skills, Experience and Certification	25 Points	1 2 3 4 5	
D.	References	10 Points	1 2 3 4 5	
E.	Overall Proposal	15 Points	1 2 3 4 5	

Note: Points Total for each criteria is equal to Weight multiplied by Rating Number. Evaluation total is equal to sum of Points Totals for each criteria, 500 is maximum highest score

5.3 Evaluation

Proposals will be distributed to designated members of the IT Department for evaluation utilizing the criteria set forth above.

5.4 Contract Discussions

Upon approval by the committee, the Madison County Government shall enter into contract discussions with the Successful Vendor. If the terms and conditions of a contract cannot be successfully established within a reasonable amount of time (as determined by the Madison County Government), then contract discussions will be terminated and contract discussions with the next highest-ranking Vendor will commence. Negotiations shall continue at the sole option of the Madison County Government until a contract is signed and approved or all proposals are rejected and the RFP is withdrawn.

5.5 Notice of Award

All vendors submitting a response to this RFP will be notified in writing of the award of a contract if and when an award is made. If no award is made, all vendors will be notified accordingly. For the purposes of this RFP, an award shall be deemed to have been made upon the completion of contract negotiations.

6 Proposal Response

6.1 Documents to Be Submitted

All questions contained in this RFP must be answered. Failure by a vendor to answer all questions may result in the proposal being rejected. Proposer's Proposal will not be considered responsive unless it fully complies with the requirements in this Section.

Specifically, Proposer's Proposal shall include each of the sections referenced in the table below. The preferred method of submittal is in a binder with tabbed sections. The requirements for each of these Proposal sections are described in more detail in this Section.

VENDOR'S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE PROPOSER FAILS TO CONFORM TO THE INSTRUCTIONS IN THIS SECTION.

Section 1 – Cover Letter
Section 2 – Methodology / Response to Requirements
Section 3 – Pricing
Section 4 – Relevant Experience and References
Section 5 – Relevant Industry Certifications

6.2 Cover Letter

Proposer's Proposal shall contain a cover letter acknowledging Proposer's understanding of the RFP process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Proposer's company.

Provide agency's name, address, web address, telephone and fax numbers. Please include name, title and e-mail address of the individual who will serve as agency's primary contact. Describe your agency's ownership.

6.3 Methodology / Response to Requirement

Proposal should include the methodologies to be used to specifically address the requirements specified in Section 4.

6.4 Pricing

The Madison County Government prefers a firm quote on the Security Penetration Testing. Given that statement, we also want to ensure a competitive bid from each potential vendor.

If your firm prefers to provide a firm quotation covering only certain sections of this type of project, ensure that each section is fully and clearly described and is denoted as a firm or budgetary quotation. At minimum, it is required that each vendor provides a budgetary proposal for the full scope of the work described in this RFP.

Provide detailed pricing information for the proposed solution. Include list prices and discounted prices. Break pricing down by project section if appropriate.

6.5 Relevant Experience and References

Briefly describe agency's relevant experience as it relates to this project.

6.6 Relevant Industry Certifications

Proposer shall attach any relevant industry certifications of staff.

6.7 Pending Litigation

Vendors must list and summarize all pending or threatened litigation, administrative or regulatory proceedings or similar matters. The Successful Vendor shall have a continuing obligation to disclose any such actions during the period of this RFP process and any contract resulting from this RFP.

7 Submission Format and Delivery Requirements

7.1 Proposal Response Delivery

Proposer shall submit a sealed packet marked "Network Penetration Test". Contained in the sealed packet, one (1) original (clearly marked on the outside of the binder as "ORIGINAL"), two (4) complete printed copies, on or before the date specified in Section 2.2, to the addressee provided below:

Mail, courier service, or hand deliver:

Madison County Government
157 N Main St, Suite 59
Edwardsville, IL 62025

The label should identify the contents as:
Your company name and address
RFP Title

7.2 Date and Hour of Submission

Response must be received on or before March 27, 2024 at 9:00 am. Any proposal that has not been received at the above address by 9:45 am on March 27, 2024 shall be disqualified from further consideration.

7.3 Acceptance or Rejection of Submissions

The Madison County Government reserves the right to reject any or all proposals, to waive technicalities or irregularities and to accept any proposal it determines to be in the Madison County Government best interest. The acceptance of any proposal submission shall not in any way cause the County to incur any liability or obligation to vendor, financial or otherwise. The Madison County Government may cancel the RFP in whole or part without making any award at its sole discretion, without any liability being

incurred by the Madison County Government to any vendor for any expense, cost, loss or damage incurred or suffered by the vendor as a result of such withdrawal.

7.4 Costs for Document Development

Costs for developing the response to this RFP are entirely the responsibility of the proposing party and shall not be chargeable in any manner to the Madison County Government. All Vendors agree to provide all such additional information as, and when, requested at their own expense. No vendor supplying such information shall be allowed to change the pricing or other cost quotations originally submitted.

7.5 Proposal Validity

A proposal submitted in response to this RFP is irrevocable for 90 days from the date of submission. The Madison County Government reserves the right to withdraw a bid acceptance at any time if in the opinion of the Madison County Government the vendor is unwilling or unable to enter into a form of contract satisfactory to the Madison County Government. Acceptance will be defined as the Madison County Government selecting you as our provider of service for the intent of negotiating a contract for services.

7.6 Contract Evaluation and Award

The Madison County Government reserves the right to execute any of the following options:

- Issue no contract award for any of the services described within this RFP.
- Award all services to one vendor.
- Issue contract awards for any combination of services and vendor, either all of part of the business as the Madison County Government sees fit.
- The Madison County Government is not obligated to accept the lowest price or most technologically advanced proposal.

The Madison County Government has no obligation to reveal the basis for contract award or to provide any information to vendors relative to the evaluation or decision-making process. All participating vendors will be notified promptly of bid acceptance or rejection.

7.7 Contract Negotiation and Execution

It is the intent of the Madison County Government that after the successful vendor has been selected, the Madison County Government and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the Madison County Government shall not be contractually bound to any bidder prior to the execution of such written contractual agreement. The contents of the bid submitted shall become part of the contractual obligation and incorporated by reference into the ensuing contract. The contract with a successful vendor will include penalties for non-performance and failure to meet the proposal implementation schedule.

Contract execution is contingent upon approval by the Madison County Board.

7.8 Proposal Submission Certification

By submitting a proposal, vendor certifies that he or she has carefully examined all the documents for the project and has carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof. The vendor further agrees that the performance time specified is a reasonable time.

7.9 Insurance Requirements

The acceptance of a bid proposal is contingent on vendor providing satisfactory proof that the vendor has adequate insurance coverage. It is in the Madison County Government sole discretion the amount of insurance coverage required for the period of work under this contract. Further details regarding insurance may be found in the attached documentation.

BID FORM

March 6, 2024

TO: Madison County Purchasing
Madison County Administration Building
157 N. Main St. Ste. 154
Edwardsville, IL 62025-1963

PROJECT: Security Penetration Testing Services
for Madison County Government

I have received the necessary documents dated _____ for the above-titled project and have included the completed provisions contained therein my bid.

I have examined all bidding documents and hereby submit the following bid.

In submitting this bid, I agree:

- a) To accept the provisions of the specifications and instructions to bidders; and,
- b) To hold my proposal open for a period of sixty (60) calendar days following the proposal opening date.
- c) To enter into and execute a contract, if awarded, on the basis of this bid to furnish all necessary documentation requested in accordance with the provisions and requirements of specifications and instructions to bidders: and,
- d) If awarded, to ensure that the individual performing the penetration test passes an in-person Criminal Justice Information System (CJIS) fingerprint background check before performing work. Fingerprint check must be performed at the Madison County Sheriff's office. Winning vendor shall pay for any transportation costs associated with bringing individual to the Madison County Sheriff's office for background check; and,
- e) Provide the cost of Penetration Testing Service \$ _____.

FOB Delivered: Madison County Information Technology
157 N. Main Street, Suite 29
Edwardsville, IL 62025

TOTAL CONTRACT COST (including support)

_____ DOLLARS

(\$ _____).

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ADDENDA RECEIPT

A. The receipt of Addenda No. _____ through _____ to the specifications and instructions to bidder is hereby acknowledged. Dated this _____ day of March, 2024.

NAME OF FIRM: _____

SIGNED: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ DATE: _____

Indicate whether Corporation, Partnership or Sole Owner

If Corporation, in what State Incorporated

If Partnership, Give names of Partners

If Sole Owner, give name of Firm

“INSTRUCTIONS TO BIDDER”

1. All items contained in the “Instructions to Bidder” are applicable to the call for bids.
2. No bid may be withdrawn after the scheduled closing time for receipt of bids at least sixty (60) days.
3. Envelope containing bid shall be marked plainly, **“SEALED BID” – SECURITY PENETRATION TESTING SERVICES**, date and time of closing written thereon. All bid proposals must be signed with the firm name in ink and by an authorized officer or employee of the company.
4. Unless otherwise stated in this call for bids, each bidder must submit with his bid either a certified check on any bank, a cashier’s check on a bank doing business in the County, or a combination bid and supply bond acceptable to the County in the amount of 5% of the total base bid, payable to the County, as guarantee that the successful bidder will supply material or services as specified. – **NOT REQUIRED**
5. The Contractor, before commencing Work, shall furnish Performance Bond and Labor/Material Payment Bond with a surety licensed to conduct business in Illinois equal to the amount of the Contract, guaranteeing the completion of the Work and performance of the Contract and the payment for all labor and materials incorporated in the Work. Said Bonds shall be presented to the Purchasing & Support Services Department, Madison County Administration Building, 157 N. Main St., Ste. #154, Edwardsville, IL 62025, within seven (7) working days after notification of bid award. Failure to supply said Performance Bond, Labor/Material Payment Bond or acceptable surety shall result in retraction of bid award. –**NOT REQUIRED**
6. All bids must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.
7. Bid price to be F.O.B. Edwardsville, with delivery to Madison County using point within the area unless otherwise stated in this call for bids. Prices shall be stated in units and quotations made on each item separately. In case of conflict, unit price shall govern.
8. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink by person signing proposal. The proposal must be signed by an authorized officer or individual.
9. Bidder must state brand name and/or manufacturer of each item proposed in his bid. Guarantee and/or warranty must also be stated.
10. Parts and materials must be of current day (latest model) and meet Specifications. This provision excludes surplus, remanufactured and used products except as alternate bid unless otherwise stated in this call for bids.
11. Bids will be considered on equipment or material complying substantially with Specifications provided each deviation is stated and substitution is described, including technical data when applicable, in a letter attached to bid.

The County reserves the right to determine as to whether such substitutions or deviations are within the intent of the Specifications and will reasonably meet the service requirements of the using department. In addition to price and applicability, consideration for award may be given to engineering design which adds safety, convenience or adaptability for the use intended. Brand name which may be mentioned in Specifications does not indicate a preference and is used only as a reference to the type and quality of materials or equipment desired.
12. Time of delivery is part of the consideration and must be stated in definite terms as this may be a factor in making the award. If time varies on different items, the bidder shall so state.
13. Unless otherwise specified, materials and equipment will be inspected by the using department as to meeting the quality requirement of the call for bids. When deemed necessary, samples of supplies or material will be taken at random, from stock received, for submission to a commercial laboratory, or other appropriate inspection agency, for analysis and test as to whether the material conforms, in all respects, to the specifications. In cases where the commercial laboratory report indicates that the material does not meet the Specifications the expense of analysis is to be borne by the successful vendor and the order, or balance thereof may be cancelled by the County.
14. Bidders must be sure to specify any terms they wish to offer. Cash discounts will be deducted from the base bid in determining the low bidder, except, cash discounts based on payment in less than ten (10) days will not be considered.
15. In case of default by the vendor(s), the County may procure the articles or services from other sources and may deduct from Unpaid balance due the vendor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

16. The bidder, shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind on account of Use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid call.
17. Successful bidder is specifically denied the right of using in any form or medium the name of Madison County for public advertising unless express permission is granted by the County.
18. The authorized committee(s) for the County reserves the right to reject any or all bids, or any part thereof, or to accept any bid or part thereof, or to waive any informalities in any bid, deemed to be in the best interest of the County.
19. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time bids are awarded.
20. Bidder is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
21. All Specifications and Instructions to Bidders must be clearly answered and stated in definite terms.
22. Sealed bids will be received until **9:30 a.m.**, then publicly opened and read aloud at **9:45 a.m. Wednesday, March 27, 2024** in the Board Committee Room which is located on the first level of the Administration Building in Suite 145.

BIDDERS ARE WELCOME TO ATTEND THIS MEETING.

23. If any additional information is needed contact:

Madison County Administrative Services
supportservices@madisoncountyl.gov

24. Successful bidder cannot make delivery of successful material and/or services as specified until contract has been properly signed By the Madison County Board Chairman and the successful vendor.
25. Sealed bids received after designated time will be considered "**NO BID**" and as "**VOID**".
26. By not complying with all phases of the Specifications and Instructions to Bidders, may cause the bid to be automatically rejected.
27. Bidder must comply with the "Preference to Citizens" (Illinois) on "Public Works Project Act", and the wages of employees or public works (Prevailing Wage Act), and bidder agrees to execute a Project Agreement and to submit an acknowledgement with bid documents (copy attached).
SHALL BE RESPONSIBILITY OF BIDDER TO VERIFY PREVAILING WAGE SCHEDULE.
28. Bidder should state where applicable that the firm is licensed to do business in the State of Illinois. (Out of state firms should satisfy all licensing requirements as required by the State of Illinois, failure to meet appropriate state licensing and statutory regulations can result in the contract to be entered into regarded as voidable).
29. Successful bidder shall hold the County, its Officers, Agents, and Employees, harmless from liability of any nature or kind, and shall sign and file with the County the attached "Hold Harmless and Indemnity Clause".

This form must be submitted to the County at the same time the contractor files his Performance Bond and Labor/Material Payment Bond.

30. Successful bidder, should the job be done, will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the amount of one million dollars (\$1,000,000) for each category of coverage except as noted herein:
 1. Liability Insurance
 - Commercial General Liability
 - Products Completed Operations Liability
 - Contractual Liability
 - Comprehensive Automobile Liability
 2. Worker's Compensation & Employers' Liability \$500,000.

3. Cyber Liability Insurance – Coverage against the Vendor’s legal obligation to pay damage related to a cyber security event. Coverage would include Third-party Liability coverage as well as coverage for Privacy Response expenses and Regulatory proceedings and penalties expenses. The minimum accepted for liability shall be \$1,000,000 each occurrence.

If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish to Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements of the contractor.

Bidder shall submit, along with his bid, a copy of his current “Certificate of Insurance”.

31. Madison County does not discriminate against the disabled in either their employment practices or the services they provide.
32. With request for payment, in triplicate, the bidder shall furnish a Contractor’s Affidavit/Waiver of Lien from all parties Concerned. Failure to supply Waiver of Lien or evidence of payment of all current accounts will be considered grounds for withholding partial payment and failure to supply Waiver of Liens for the entire job on completion will be grounds for withholding final payment.
33. Bids MUST be submitted on attached bid forms.

ACORD # **CERTIFICATE OF INSURANCE** DATE(MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

<p>INSURED</p> <p style="text-align: center;">Sample Certificate</p>	<p>COMPANY A</p> <p>COMPANY B</p> <p>COMPANY C</p> <p>COMPANY D</p>
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COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. Limits SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PRODUCTS-COM/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Policy <input type="checkbox"/> Loc						FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> Project <input type="checkbox"/> Other						MED EXP (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>					BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE	
	GARAGE LIABILITY						AUTO ONLY - EA ACCIDENT	
							OTHER THAN AUTO ONLY:	
							EACH ACCIDENT	
							AGGREGATE	
							EACH OCCURRENCE	
							AGGREGATE	
A	EXCESS LIABILITY							
	<input type="checkbox"/> UMBRELLA FORM							
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL		<input checked="" type="checkbox"/>				EL EACH ACCIDENT	\$ 500,000
							EL DISEASE - POLICY LIMIT	\$ 500,000
							EL DISEASE - EMPLOYEE	\$ 500,000
A	OTHER							
	Cyberliability	<input checked="" type="checkbox"/>					EACH OCCURRENCE & AGGREGATE	\$1,000,000 each

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS -

Madison County Government is named as additional insured for all liability policies. All coverage afforded to the additional insured(s) under this policy shall be on a primary basis. If additional insured(s) other insurance, which is applicable to the loss, such insurance will be on an excess basis. The amount of the company's liability under the policy shall not be reduced by the existence of such insurance. Waiver of subrogation in favor of the additional insured(s) applies to all liability policies and workers compensation. Insurance carriers are to provide Madison County Government at least 30 days notice prior to cancellation of any policy.

CERTIFICATE HOLDER

<p>Madison County Government 157 N Main St, Suite 154 Edwardsville, IL 62025</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
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AUTHORIZED REPRESENTATIVE 5/1/2023

Tier 1 - Vendor Agreement
(As it applies to insurance coverage)

Business Name: _____

Address: _____

Phone/Fax/Email: _____

Before commencing work for **Madison County Government** all vendors agree to the following hold harmless agreement:

“To the fullest extent permitted by law, the vendor shall indemnify and hold harmless the Owner, contractor, architect, Architect consultants, and agents and employees of any of the previously mentioned from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the vendors work, provided that any such claim damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by negligent acts or omissions by the vendor, the vendors subcontractor’s, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of Indemnity which would otherwise exist which as to a party or person described in this paragraph.”

Vendor also agrees to supply **Madison County Government** with a current certificate of insurance verifying the following:

- Workers Compensation: Statutory limits, including Employers liability of \$500,000 each accident, \$500,000 policy limit for disease, \$500,000 each employee for disease. **Waiver of Subrogation** in favor of **Madison County Government** must be included. Workers Compensation must be provided for all persons performing work at the jobsite, including but not limited to any principles, officers, employees of the vendor, sole proprietors, subcontractors, and sub-subcontractors. If owners, principles, officers or sole proprietors choose to exclude themselves from workers compensation, they agree they shall not, at any time, or in any way, seek such benefits, or any recompense, from Madison County Government for any on-the job related injury arising out of the work covered or contemplated by this Vendor Agreement.
- Commercial General Liability (including Bodily injury and property damage, completed operations, broad form property damage, contractual liability, for the obligation of vendor to Indemnify Madison County Government under the agreement, and per jobsite aggregate. Minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. **Additional Insured and Waiver of Subrogation** in favor of **Madison County Government** must be included.
- Commercial Automobile Liability minimum limits of \$1,000,000 combined single limit. Additional insured and waiver of subrogation must to be included.

- Vendor to name **Madison County Government** (and others if requested) as additional insured's (form CG2010 11/85 or CG2010 07/04 **and** CG2037 07/04) include both work in process (ongoing operations) and completed work (completed operations). If insurance company specific forms replace the forms mentioned above, the additional insured form **MUST** be forwarded and approved prior to commencing work.
- All coverage afforded to the additional insured under this policy shall be **primary** insurance. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- If work of a professional nature is to be performed, professional liability (Errors and Omissions) must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. **Madison County Government** must be named as additional insured to this policy.
- If your work will require that you have access to any computer hardware or systems, cyber liability must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. **Madison County Government** must be named as additional insured to this policy.
- Limits of insurance are non-negotiable.
- Insurance must remain in place and be effective for no less than two years after project completion.
- Insurance Company(s) must be financially stable, rating of A-/VII or better, per A.M. Best Guidelines.
- This agreement shall not, in any way, affect **Madison County Government's** responsibility to perform the underlying contractual obligations to which this Vendor Agreement applies, within industry standards and workmanship-like manner.

Name & Title

Signature

Date

Please send the signed copy of this document and a certificate of insurance to:
sjperjak@madisoncountyl.gov

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

Contractor shall indemnify, defend and save Harmless Madison County from and against any and all claims, debts, damages, judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature to the extent caused or occasioned by, or contributed to by the negligence of Contractor or anyone acting under its direction or control or on its behalf in connection with or incidental to any contracts between the contractor and Madison County. All questions involving contributory acts, omissions, fault, or negligence of Madison County with Contractor will be determined in accordance with applicable law. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, including agents and employees of Madison County, Contractor, other contractors and subcontractors and damage to any real or personal property, including property of Madison County, Contractor, other contractors and subcontractors. Contractor will, on request and at its expense, defend any action, suit or proceedings arising hereunder and shall reimburse and pay Madison County for any loss, cost, damage or expenses (including legal fees) suffered by it hereunder consistent with subcontractor's indemnity obligation hereunder. Such obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Clause. In no event shall Contractor be liable for and Contractor expressly disclaims any liability for any incidental or consequential damages no matter under what theory or facts advanced.

In any and all claims against Madison County by any employees of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

If, for any reason during the performance of the above stated contract, Contractor rents, leases or uses equipment of Madison County, Contractor shall indemnify, defend and hold harmless Madison County (including its officers, agents, and employees from any loss (including costs and attorney's fees) or damage caused by that equipment. Furthermore, Contractor shall be liable to Madison County for any loss or damage to that equipment.

This agreement shall specifically not require Contractor to indemnify Madison County from Madison County's own alleged negligence in violation of Chapter 740 ILCS 35/1.

This Hold Harmless and Indemnification Agreement shall apply to all contracts between the Contractor and Madison County.

Dated: _____

Authorized Representative

Contractor Name

Address

City/State/Zip Code

Telephone Number