

4/4/2018

REQUEST FOR PROPOSALS
Information Technology Security Assessment
NIGP codes: 91871, IT Consulting; 91828, Computer hardware consulting;
91829, Computer software consulting

Issue Date: April 4, 2018

RFP # 2018-001

Title: **JLARC Request for Assessment of Security of Virginia Election and Registration Information System**

Issuing Agency: Commonwealth of Virginia
Joint Legislative Audit and Review Commission
919 E. Main St., Suite 2101
Richmond, Virginia 23219

Period of Contract: **Date of Award through September 30, 2018**

Sealed proposals for furnishing services described herein will be received until **2:00 p.m., April 19th, 2018**, and then opened in public.

All inquiries for information should be directed to:
Justin Brown, Associate Director: (804) 371-4576, jbrown@jlarc.virginia.gov

ALL PROPOSALS, WHETHER MAILED OR HAND-DELIVERED, SHOULD BE DELIVERED DIRECTLY TO THE ISSUING AGENCY AT THE ADDRESS SHOWN ABOVE.

In compliance with this Request for Proposals, and to all the conditions imposed herein, the undersigned offerors agree to perform information technology consulting in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name And Address Of Firm:

<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>City State Zip</p> <p>FEI/FIN No. _____</p> <p>Email: _____</p>	<p>Date: _____</p> <p>By: _____</p> <p style="text-align: center; font-size: small;">Printed Name</p> <p>_____</p> <p style="text-align: center; font-size: small;">Signature in Ink</p> <p>Title: _____</p> <p>Telephone: (_____) _____</p> <p>Fax: (_____) _____</p>
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Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. Introduction

Virginia’s Joint Legislative Audit and Review Commission (JLARC) is seeking the services of a contractor with expertise in information technology security. JLARC has been tasked by the Virginia General Assembly with reviewing the state Department of Elections. The Department of Elections operates the state’s primary elections information technology system, and part of the review will be to assess whether the department is minimizing the system’s security vulnerabilities to the fullest extent practicable and recommend security improvements (if needed).

II. Proposal instructions & administration

Contractors should submit completed proposals no later than 2:00 on Thursday, April 19, 2018. Contractors should e-mail a PDF of their proposal to jbrown@jlarc.virginia.gov. Contractors should also ensure that six (6) bound, hardcopy proposals are delivered to

Justin Brown
 Joint Legislative Audit and Review Commission
 919 E. Main St., Suite 2101
 Richmond, Virginia 23219

JLARC has identified a proposal evaluation team that will review all proposals submitted. The evaluation team includes individuals with organization-wide, project-specific, and financial perspectives. JLARC will evaluate proposals based on a combination of technical, management, and price-related factors as shown in the table below.

Category & Weight	Sub-category & weight	Subcategory definition
Technical (75%)	Consistency with scope of tasks requested (10%)	<ul style="list-style-type: none"> • Extent to which requested tasks are addressed
	Depth & specificity of proposed approach to execute tasks (35%)	<ul style="list-style-type: none"> • Extent to which proposed approach demonstrates sufficient depth and understanding of subject matter • Degree of specificity and rigor conveyed in tasks addressed
	Past performance (30%)	<ul style="list-style-type: none"> • Extent of similar work performed for similar clients • Satisfaction of clients with similar or identical ongoing or previous work
Management (10%)	Workability of proposed management approach (5%)	<ul style="list-style-type: none"> • Consistency with needed deliverables and timeframes • Organization and understandability of proposed management approach
	Qualifications of proposed personnel (5%)	<ul style="list-style-type: none"> • Qualifications and related experience of the offeror’s proposed staff • Skills of proposed team consistent with skills needed to complete tasks
Price (15%)	Price (15%)	<ul style="list-style-type: none"> • Proposed amount charged to complete tasks

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No pre-proposal conference will be held. During the proposal development process, though, contractors can contact Justin Brown at jbrown@jlarc.virginia.gov or (804) 371-4576 with questions.

If a contract satisfactory and advantageous to JLARC can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at fair and reasonable price. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

III. Proposal requirements & format

Proposal requirements

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Unnecessarily elaborate brochures, art work, expensive paper, and other presentations beyond that sufficient for a complete and effective proposal are not desired.
- c. Ownership of all data, materials, and documentation originated and prepared for the state pursuant to this RFP shall belong exclusively to the state and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act (Code of Virginia, §2.2-3700 et seq)*; however, the offeror must invoke the protections of subsection B of §2.2-4317 of the *Code of Virginia*, in writing, either prior to or upon submission of data and other materials. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- d. The Commonwealth will not pay any costs that any contractor incurs in preparing a proposal and reserves the right to reject any and all proposals received.

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Format

There is no specific proposal format. Proposals should, though, be formatted to facilitate the proposal evaluation team properly evaluating the Contractor's capabilities to provide the required services.

Irrespective of format, offerors are required to submit the following items as a complete proposal:

- a. The RFP cover sheet and addenda, if any, signed and completed as required.
- b. A written narrative statement describing the offeror's proposed approach to accomplishing each task or developing each deliverable.
- c. A non-binding cost estimate for each task or deliverable.
- d. A written narrative statement including: (1) information which reflects the qualifications of the offeror to provide services especially prior experience reviewing the security of information technology systems, and (2) the expertise of participating personnel, the proportion of their time available for this contract, and a description of their qualifications.
- e. Resumes of all staff committed to the contract.
- f. Evidence of affiliation with professional associations.
- g. Brief description and contact information regarding work performed for one (1) current client for which the offeror provides services similar to those requested in this RFP and one (1) previous client for which the offeror provided services similar to those requested in this RFP.

IV. Present situation

JLARC and project

JLARC is the oversight agency of the Virginia General Assembly. Through analysis, research, and evaluation, JLARC helps ensure that the legislature is informed about state program operations, agencies fulfill legislative intent, and programs operate efficiently and effectively. JLARC is comprised of 14 legislative members and the Auditor of Public Accounts as an ex officio member, and employs about 30 staff. More information about JLARC can be found at: <http://jlarc.virginia.gov/about.asp>

The Virginia General Assembly has asked JLARC to review the state Department of Elections. The Department of Elections operates the state's key elections information technology system. As part of the review, JLARC wishes to assess whether the department is minimizing the system's security vulnerabilities to the fullest extent practicable. JLARC also wishes to, if necessary, recommend security improvements.

JLARC will conclude its review of the state Department of Elections in mid-September 2018. Consequently, the security review of the state election information system needs to be completed no later than August 6, 2018.

During the review, the selected contractor will be able to interact (at least through JLARC staff or perhaps directly) with staff at the Department of Elections and other state agencies as needed. The selected contractor will also have access to system policies, procedures, and documentation. Access to the system itself can also be granted as needed.

VERIS

The Virginia Election Registration and Information System (VERIS) is the state’s primary election system. In 2007, VERIS was adapted from a similar system used in Indiana. The VERIS application is operated and maintained by state Department of Elections staff, with periodic and ongoing contractor support. VERIS operates on servers managed by the Virginia Department of Information Technology (VITA). Staff at the Department of Elections and VITA have access to the application and servers. In addition, hundreds of staff at the state’s 133 local general registrars are authorized system users and use VERIS to perform a variety of functions.

VERIS is not used by voters to cast votes. VERIS does, though, perform other critical functions discussed in the table below. VERIS also houses sensitive information, including a list of the state’s 5.5 million registered voters and election results.

VERIS Function	Description
Voter registration	<ul style="list-style-type: none"> • Adding, updating, and canceling voter registrations • Verifying the ongoing eligibility to vote by matching records of death, felony conviction, change-of-address, and other data • Generating a list of qualified voters for each precinct for use on election day
Candidate qualifications and petitions	<ul style="list-style-type: none"> • Recording and managing the names of the offices and information on the candidates
Referendum management	<ul style="list-style-type: none"> • Recording the text of referendums
Precinct, polling place, & district management	<ul style="list-style-type: none"> • Managing the boundaries for (1) local, state, and federal districts and (2) precincts and their associated polling places
Street segment management	<ul style="list-style-type: none"> • Adding and updating geographic information for assigning residential addresses to voting districts, precincts, and their associated polling places
Absentee voting	<ul style="list-style-type: none"> • Approving, denying, and managing absentee voting applications and absentee ballots
Election results	<ul style="list-style-type: none"> • Recording election results for each race on the ballot • Modifying election results to correct any discrepancies found during certification

Architecturally, VERIS is a custom built C#.NET 2.0 web application that runs on SQL Server 2014 databases. The servers that support VERIS run either Windows 2008 or Windows 2012, depending on the age of the server. All of the servers are hosted at the state data center maintained by VITA. Staff at the 133 general registrars use a variety of locally-owned computer workstations using various operating systems and web browsers to access the system.

In terms of security, the Department of Elections uses IP address filtering at the firewall, and usernames and passwords to manage access to the system by staff at the 133 general registrars. With funding provided by the General Assembly for this fiscal year, the Department of Elections is adding multi-factor authentication to the application for all users. Additionally, administrative access to the servers is limited to key personnel in the Department of Elections.

V. Tasks / deliverables & preliminary deadlines

Tasks or deliverables, and preliminary deadlines, are shown in the table below. Tasks will be further refined as needed by selected contractor and JLARC. Deadlines will be adjusted as appropriate, and mutually agreed to by the contractor and JLARC.

Task / Deliverable	Preliminary deadline
1. Kick-off meeting	June 1, 2018 (or earlier if feasible)
2. Review of policies and procedures related to minimizing VERIS' security vulnerabilities	June 27, 2018
3. Testing of technical vulnerabilities of VERIS	July 11, 2018
4. <i>Draft</i> assessment of (1) security policies and procedures and (2) technical vulnerabilities	July 18, 2018
5. <i>Final</i> assessment of (1) security policies and procedures and (2) technical vulnerabilities	July 30, 2018
6. Review of JLARC draft report section summarizing major points in final assessment	August 6, 2018

VI. Pricing information

JLARC will pay only for satisfactorily-completed tasks and deliverables. Contractors can use hourly rates to calculate proposed pricing. JLARC will make payment, though, for completed tasks and deliverables in section V irrespective of hours devoted to completing tasks. Travel and other incidental costs may be invoiced separately if approved by JLARC prior to incurring travel or other incidental costs.

VII. Payment

- a. Invoices may be e-mailed to Justin Brown at jbrown@jlarc.virginia.gov and Paula Lambert at plambert@jlarc.virginia.gov. Invoices shall show the RFP number, the contractor's federal employer identification number (for proprietorships, partnerships, and corporations), and relevant tasks / deliverables for which the contractor is requesting payment.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All services provided pursuant to this RFP, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, date of electronic transmission, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

VIII. General terms & conditions

A. Applicable laws and courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute resolution (ADR) procedures (Code of Virginia, §2.2-4366). The Contractor shall comply with applicable federal, state, and local laws and regulations.

B. Anti-discrimination

1. By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, §2.2-4343.1E)
2. In every contract over \$10,000 the provisions in a. and b. below apply:
 - a. During the performance of this contract, the Contractor agrees as follows:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - (3) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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C. Ethics in public contracting

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

D. Immigration Reform & Control Act of 1986

By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

E. Debarment status

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

F. Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

G. Precedence of terms

The General Terms and Conditions set forth in Paragraphs A through F shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

H. Qualifications of offerors

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

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I. Assignment of contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

J. Changes to the contract

The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

K. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

L. Insurance

1. By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The offeror further certifies that it will maintain these coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
2. During the period of the contract the Commonwealth reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

Minimum Insurance Coverages And Limits Required:

- a. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- b. Employers Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 combined single limit.

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M. Announcement of award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice for 10 days.

N. Drug-free workplace

1. During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

O. Non-discrimination of contractors

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by State law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the State agency, department, or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider. (*Code of Virginia*, §2.2-4343.1H).

P. Availability of funds

It is understood and agreed between the parties herein that JLARC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Q. Authorization to conduct business in the Commonwealth

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability

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partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. Special terms & conditions

A. Compliance with Procedures

The Contractor shall comply with all procedural instructions that may be issued from time to time by JLARC. However, the terms and conditions of the contract will not change.

B. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. JLARC, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

C. Cancellation of Contract

JLARC reserves the right to cancel and terminate any resulting contract, in part or in whole, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.

D. Confidentiality of Protected Information

The Contractor assures that confidential information and data obtained to perform tasks of this RFP will be collected and held confidential, during and following the term of this contract. Employees of the contractor who handle confidential information will be required to sign confidentiality agreements with JLARC and/or the agencies providing confidential information, and uphold the terms of the signed agreements.

E. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature provided by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency.