

September 15, 2020

SAUK COUNTY MANAGEMENT INFORMATION SYSTEMS

Election System Security Risk Assessment

Request for Proposal

Point of Contact:

Steve Pate
MIS Director
Sauk County
608-355-3542
Fax: 608-355-3526
steve.pate@saukcountywi.gov

Proposal Submittal Address:

Sauk County Clerk
505 Broadway
Baraboo, WI 53913

Clearly Mark Proposal:

Election System Assessment

All correspondence related to this RFP document must be directed to the point of contact listed above. Any questions regarding the specifications should be written and submitted via email.

Dates:

Responses Due by: 4:00 PM on October 15, 2020

Written Questions Due No Later Than: October 5, 2020

Proposal Opening Meeting: 10:30 AM, October 16, 2020

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PART ONE

INTRODUCTION AND GENERAL INFORMATION

1. INTRODUCTION

This document constitutes a request for competitive proposals from qualified individuals or firms to provide hardware and/or software and/or related services in accordance with the terms and conditions set forth herein.

2. ORGANIZATION

This document, referred to as a Request for Proposal (RFP), has been divided into the following parts for the convenience of the contractor:

- 2.1. Part One - Introduction and General Information
- 2.2. Part Two - Specifications
- 2.3. Part Three - General Requirements, Terms and Conditions
- 2.4. Part Four - Proposal Submission Information
- 2.5. Part Five - Cost Proposal / Signature Page

3. DEFINITIONS

For the purpose of this RFP the entity submitting the proposal will be referred to as Vendor or Contractor and Sauk County will be referred to as County.

4. CORRESPONDANCE WITH SAUK COUNTY

Any request for additional information regarding this Request for Proposal must be directed to the point of contact. Vendors should not contact any other County employee or official. Questions regarding specifications should be submitted in writing by email.

5. BACKGROUND INFORMATION

Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes. Sauk County encompasses 840 square miles including 22 towns, 13 villages, and 2 cities. The County has an estimated population of 63,642. County operations include a skilled nursing facility, a health and human services functions, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other local government related functions.

5.1. COUNTY BOARD DATA

The Sauk County Board serves approximately 63,000 people living within Sauk County. The Board is comprised of 31 county supervisors from 31 districts throughout Sauk County, WI.

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6. PROJECT DESCRIPTION

The purpose of the project is to evaluate the County's security posture with regard to the County's election system and election related processes.

7. SCOPE OF SERVICES

The purpose of the project is to evaluate the security of the County's election system, and related processes, through a comprehensive system security assessment of those aspects of the County's internal and external system and network facilities associated with the election system. Any qualified assessment shall include the following: Penetration Testing, Vulnerability Scanning, Policy and Procedure Review, Comprehensive Final Report and Security Enhancement Recommendations.

7.1. PENETRATION TESTING

Provide penetration testing for the County's internal and external networks with access to the County's election system

7.2. VULNERABILITY SCANNING

Provide vulnerability scanning for the County's internal and external networks with access to the County's election system

7.3. POLICY AND PROCEDURE REVIEW

Review the County's processes, policies and procedures, related to those specific items identified in Part Two of this document, with regard to the County's election system and related infrastructure.

7.4. FINAL REPORT AND RECOMMENDATIONS

Provide a comprehensive final report detailing the findings of the above. This report should include a listing of specific items identified along with mitigation recommendations.

8. MINIMUM QUALIFICATIONS

Responsive vendors must have a minimum 5 years of experience as a primary vendor or integrator providing the services requested in this RFP for projects of similar scope and size and be able to provide a proven product currently in use by other agencies of similar scope and size.

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PART TWO

SPECIFICATIONS

1. PROJECT DESCRIPTION

The County wishes to assess its overall security posture with regard the systems and processes related to the County's election management system. This RFP is for a Security Risk Assessment (SRA) for this purpose.

1.1. Penetration Testing: Provide penetration testing based upon industry best practice for those network facilities related to the election system:

- Election System External Wireless WAN
- The County's Public Internet Connection
- Election System Communications Server
- Election System File Server
- Election System User PCs
- Election Results Web Page

1.2. Vulnerability Scanning: Perform NESSUS Vulnerability Scans for the systems and connections identified in Item 1.1 above

1.3. Review processes, policies and procedures for those items listed below, as these relate to the election system, and provide recommendations for updates or improvements based upon industry best practice:

- User Access Control
- Change Management
- Endpoint Protection
- Security Incident Management
- County Election Process and Procedure

1.4. Provide a detailed report of findings, including mitigation recommendations based upon best practice.

- High-level summary of findings
- Detailed technology security analysis
- Election process and procedure analysis
- Compliance with standards set forth by the Wisconsin Elections Commission

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2. OPTIONAL SERVICES

In reviewing this RFP, if the vendor believes there are other services that would be beneficial to the County in evaluating its current Security Stance, the vendor is encouraged to include such as Optional Services and provide a comprehensive description of those services. Costs provided for each such services should be provided separate from the cost for the services specified in section 1. Above.

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PART THREE
GENERAL REQUIREMENTS /
STANDARD TERMS AND CONDITIONS

1. SPECIFICATIONS

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, model number, and such other information necessary to establish equivalency. The County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their proposal.

2. DELIVERY

Deliveries shall be F.O.B. destination unless otherwise specified.

3. METHOD OF AWARD

Award shall be made to the lowest responsible, responsive vendor unless otherwise specified. The County reserves the right to award based upon the evaluation of the proposals, which the County deems to be in its best interest.

4. PAYMENT TERMS AND INVOICING:

The County will pay properly submitted vendor invoices within forty five (45) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

5. TAXES:

The County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below which is excepted by State Statutes.

The County, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel, and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

6. GUARANTEED DELIVERY:

Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

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7. ENTIRE AGREEMENT:

These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

Any terms or conditions that the vendor wishes to propose in a final contract must be included in the proposal, or they may not be considered upon final award. Any final contract must be acceptable to the County for legal sufficiency and compliance with the terms and conditions of the RFP.

8. APPLICABLE LAW:

The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin.

It is understood that requirements of s. 59.52 Wisconsin Statutes do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.

9. ARBITRATION/APEALS PROCESS:

Notice of intent to protest and protests of any award made must be made in writing and filed with Sauk County MIS Department, 510 Broadway, Rm C103, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin Statutes shall apply.

Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin Statutes.

Sauk County reserves the right to have claims, disputes, or other matters in question decided by litigation. If the County waives its right to litigation, then the arbitration provisions, as stated above, shall apply.

10. SAFETY REQUIREMENTS

All materials, equipment, and supplies provided to the County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

11. LICENSOR'S REPRESENTATIONS AND WARRANTIES

The representations and warranties enumerated below in no way limit any implied or express warranties.

11.1 SOFTWARE

11.1.1 – each item of Software media shall be new and shall be free from defects in manufacture, materials, and design, and each item of Software shall operate in conformance with

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the Acceptance Criteria for a period of one (1) year from the applicable Acceptance date of such Software ("Initial Warranty Period") and thereafter so long as Client has paid the applicable Support Services fees;

11.1.2 - no portion of the Software contains, at the time of delivery, any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," or other computer software routines or hardware components designed to (i) permit access or use of either the Software or Client's computer systems by Licensor or a third party not authorized by this Agreement, or (ii) disable, damage or erase the Software or Client's software, hardware or data;

11.1.3 - the Software and the design thereof shall not contain disabling code or similar preprogrammed preventative routines which prevent Client from exercising the rights granted to them under this Agreement or from utilizing the Software for the purpose for which it was designed;

11.1.4 - Licensor is the lawful owner of the Software, or, to the extent Licensor is not the lawful owner of the Software, it has all rights necessary for it to license the Software to Client pursuant to the terms of this Agreement;

11.1.5 - the Software does not and shall not infringe any copyright, trademark, patent or other proprietary right of a third party or misappropriate any trade secret of a third party;

11.1.6 - neither the execution of this Agreement nor its performance will directly or indirectly violate or interfere with the terms of another agreement to which Licensor is a party, nor will Licensor enter into any agreement the execution or performance of which would violate or interfere with this Agreement;

11.1.7 - Licensor is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary provision, and is not aware of any claim for the filing of an involuntary petition;

11.1.8 - the Software shall comply with all applicable laws and regulations where such non-compliance would have an adverse material impact upon Client or its use of thereof;

11.1.9 - the Software will correctly process date data for dates before and after January 1, 2000, including but not limited to leap-year recognition;

11.1.10 - Services will conform to the requirements set forth in this Agreement and any applicable SOW and will be performed in a professional and workmanlike manner by adequately trained and experienced personnel;

11.1.11 - Licensor shall comply with Client's safety and security guidelines and the requirements of all applicable laws, ordinances, and regulations of the United States or any state, country, or other governmental entity in the performance of Services;

11.1.12 - any hardware configuration recommended by Licensor will be sized accordingly to enable Client's intended use of the Software and will be compatible with the Software;

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11.1.13 - unless expressly set forth in writing in an SOW, the Software shall not contain any open source software and shall not be an alpha or beta version; and

11.1.14 – Licensor makes the following general representations and warranties: (i) this Agreement has been validly executed and delivered by Licensor and that this Agreement constitutes the legal, valid and binding obligation of Licensor enforceable against Licensor in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain those remedies may be pending; (ii) Licensor has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate action on the part of Licensor; and (iii) there are no pending or threatened lawsuits, actions or any other legal or administrative proceedings against Licensor which, if adversely determined against Licensor, would have a material adverse affect on Licensor's ability to perform its obligations under this Agreement.

11.2 - HARDWARE

Unless otherwise specifically stated by the Contractor, equipment purchased as a result of this request shall be warranted against defects by the Contractor for ninety (90) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

12. CANCELLATION

Sauk County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the vendor to comply with the terms, conditions, and specifications of this contract.

13. PUBLIC RECORDS ACCESS

It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Contractor shall cooperate with the County in the fulfillment of open record requests in accordance with Sauk County Ordinance and Wisconsin Public Record Law.

Proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

14. DISCLOSURE

If a public official, a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than one thousand dollars (\$1,000.00) within a twelve (12) month period, this contract is voidable by the County unless appropriate disclosure is made according to s. 36.08(5) of Sauk County Code of Ordinances, before signing the contract.

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15. MATERIAL SAFETY DATA SHEETS

If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

16. CONFIDENTIALITY NON-DISCLOSURE AGREEMENTS

All information disclosed by the County to the Vendor or the Vendors subcontractors for the purpose of work to be done, or information that comes to the attention of the Vendor or the Vendors subcontractors in the performance of such work, is to be kept strictly confidential. A Non-Disclosure Agreement and/or Service Provider Agreement will be required of the Vendor prior to beginning work.

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PART FOUR

PROPOSAL SUBMISSION AND EVALUATION

1. REQUIREMENTS OF CONTRACTOR

A qualified vendor must be able to provide and perform the required equipment and/or services; and, provide ongoing service, support, and maintenance for the proposed system, as applicable.

2. PROPOSAL CONTENT

To be considered responsive to this RFP, at a minimum, each proposal must provide all of the items listed below and a signed cost proposal worksheet from Part Five. Submission shall consist of an original, plus five hard copies of the proposal and two electronic copies on separate USB drives. Hard copies should be indexed with all pages numbered, excluding exhibits and supplemental information, which may be added as attachments. Do not email copies of the proposal, or information related to the proposal, prior to the submission date, without prior request from the County

- 2.1. Each vendor shall provide a brief company profile including: how long the firm has been in business, number of employees, number of technicians available to provide service, average response time for service, the location from which technicians will be dispatched and the name, address, telephone, fax and contact information for the firm and a list of any Wisconsin Governments utilizing the proposed solution.
- 2.2. If services will be provided by a third party vendor, include a brief history of the third party company including: how long the firm has been in business, number of employees, number of technicians available to provide services, location from which service technicians will be dispatched, average response time for service calls and the name, address, telephone, fax and contact information for the firm.
- 2.3. Each vendor shall supply a list of three customer references to which similar solutions have been provided.
- 2.4. Each vendor shall disclose any licensing required for the proposed solution, including such for any third-party software included in the proposal and examples of any required license agreements.
- 2.5. Each vendor shall provide a written implementation plan to include a timeline for each participant in the implementation and transition, from the date of delivery, and a detailed description of services provided for the installation, configuration, data migration and maintenance of the solution, as applicable.
- 2.6. Proposals must be received by the required response date and time at the address specified on the front of this document. Proposals received after this date and time may be rejected by the County.

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3. EVALUATION PROCESS

An Evaluation Committee designated by the County will evaluate all proposals. Any proposal that is deemed to be non-qualified or non-responsive to the specifications may be disqualified, at the discretion of the County. As part of the evaluation process, the County may request additional information, either verbally or in writing from the Vendor

3.1. EVALUATION CRITERIA

After determining that a proposal satisfies the mandatory requirements set forth in this Request for Proposal, a comparative assessment of the relative benefits and deficiencies of the proposal, utilizing the evaluation criteria below, shall be made using subjective judgment. The award of a contract resulting from this Request for Proposal shall be the proposal the County deems to be in its best interest, based upon such evaluation.

3.1.1 -	Cost	25%
3.1.2 -	Solution Compliance with Specifications	50%
3.1.3 -	Continuing Vendor Support	5%
3.1.4 -	Vendor Reputation and Past Performance	20%

The County reserves the right to negotiate the terms and conditions, including the price of any proposal. In addition, as part of such negotiations, the County reserves the right to require supporting cost, pricing and other data from the vendor in order to determine the reasonableness and acceptability of the proposal.

3.2. INTERVIEWS AND DEMONSTRATIONS

As part of the evaluation process, the County may conduct interviews or request demonstrations with the Vendors that provide the top ranked proposals. Demonstrations are to be held at the County's facilities and provided at the Vendor's expense.

3.3. SITE VISITS

As a part of the evaluation process, the County may wish to conduct a site visit(s) at the Vendor's or a customer's facility.

4. AWARD

The County will award to the Contractor who submits a proposal that is determined to be most advantageous to the County. In determining the most advantageous proposal, the County reserves the right to consider criteria such as, but not limited to, quality of workmanship, design features, compatibility with existing technology, standardization, past experience, delivery schedule, installation schedule, vendors past performance with the County and/or service reputation and service capability. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

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5. RIGHT TO REJECT

5.1. This request does not commit the County to award any contract nor pay any costs incurred in the submission of a proposal.

5.2. **THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, FOR ANY REASON, AT ITS SOLE DISCRETION.**

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PART FIVE

COST PROPOSAL / SIGNATURE PAGE

The submission of a proposal shall be considered as a representation that the proposer has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable Federal, State and Local regulations that affect, or may at some future date affect the performance of the contract.

The proper submission of this form by the proposer will be considered as the proposer's offer to enter into a contract in accordance with the provisions herein set forth.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Contractor's price proposals and any other written offers/clarifications made by the Contractor and accepted by the County, will be incorporated into the entire contract between the County and the Contractor, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award by the County, execution of this document by the proper County officials, and delivery of the fully-executed contract to the successful proposer. The contract may only be amended by written agreement by the Contractor and the County.

The Contractor shall, as part of this purchase contract, agree that the County shall not be subject to any price increases from the time the contract is accepted by the County until project completion. The County shall be able to acquire the equipment and services at the new price in the event of price reductions during this same period.

The following equipment and services will be provided to the County at the prices stated in the table below.

TABLE 1 COST PROPOSAL

DESCRIPTION	COST
1. Voting System SRA:	
a. Penetration Testing	
b. Vulnerability Scanning	
c. Policy and Procedure Review	
2. Optional Services (provide itemized list)	
3. Total cost for solution (Add items above)	

The Vendor hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the County, a binding contract, as defined herein, shall exist between the contractor and Sauk County.

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All prices quoted in Table 1 Cost Proposal shall be good for 180 days from the date signed.

For the Vendor:

AUTHORIZED SIGNATURE Date

PRINTED NAME Title

COMPANY NAME

For the County:

AUTHORIZED SIGNATURE Date

PRINTED NAME Title

