

Eastern Shore of Virginia Broadband Authority

4174 Lankford Highway

Exmore, VA 23350

REQUEST FOR PROPOSAL No. 2023-001

Project: Cybersecurity Assessment and BEAD compliance

Opening Date: **September 28, 2023**

Time: **2:00 PM EST**

Location: **4174 Lankford Highway, Exmore, VA 23350**

----- Offeror's Signature -----

The Offeror shall sign and date the section below to attest that the Offeror has read, understands, and agrees to all terms, conditions, drawings and specifications set forth in this Invitation For Bid, unless otherwise stated in writing and submitted with the bid package.

Offeror's Name: _____

By: _____ Signature: _____

Title: _____

Date: _____

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Eastern Shore of Virginia Broadband Authority

4174 Lankford Highway

Exmore, VA 23350

REQUEST FOR PROPOSAL No. 2023-001

Project: Cybersecurity Assessment and BEAD compliance

PUBLIC NOTICE

The Eastern Shore of Virginia Broadband Authority (“ESVBA”) is accepting sealed proposals until: 2:00 PM EST, September 28, 2023 and is requesting proposals from experienced and qualified organizations to provide a comprehensive cybersecurity vulnerability assessment of the ESVBA’s network. In addition, the assessment should provide information security guidance that is fully aligned with industry standards and best practices and methodologies outlined in National Institute for Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity, Cyber Security Framework (CSF), ISO/IEC, etc. The evaluation should include an information security roadmap to be used to develop a plan for remediation of any items identified.

The ESVBA intends to apply for the Broadband Equity Access and Deployment (BEAD) Program and this RFP is necessary to comply with the cybersecurity requirements outlined in the BEAD notice of funding opportunity. This RFP will expect the awardee to not only implement the assessment but also provide a Cybersecurity Risk Management (CRM) plan and a Supply Chain Risk Management (SCRM) plan. All work products must fully comply with NIST Framework Version 1.1 Framework for Improving Critical Infrastructure Cybersecurity with its standards and controls set forth in Executive Order (EO) 14028 as well as NIST publication NISTIR 8276, Key Practices in Cyber Supply Risk Management and related SCRM guidance from NIST including NIST 800-101: Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations.

A pre-submission meeting will be held on **September 12, 2023 at 2pm EST** at 4174 Lankford Highway, Exmore, Virginia 23350. Proposals shall be mailed or hand delivered to: Eastern Shore of Virginia Broadband Authority (ESVBA), 4174 Lankford Highway, Exmore, Virginia 23350; (757) 414-0304, before **2:00 PM EST on September 28, 2023** at which time they will be publicly opened and read.

This procurement has determined to be for non-professional services as defined in Va. Code § 2.2-4301, and will be procured using competitive negotiation in accordance with Va. Code § 2.2-4302.2(A)(3).

NOTE: The ESVBA does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a Supplier because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

The ESVBA is committed to increasing procurement opportunities for small and micro businesses, including small or micro businesses that are owned by minorities, women, or disabled veterans, strengthening the Commonwealth's overall economic growth through the development of its suppliers.

REQUEST FOR PROPOSALS

Project Owner: **Eastern Shore of Virginia Broadband Authority (ESVBA)**
4174 Lankford Highway
Exmore, VA 23350
(757) 414-0304
info@esvba.com

Project Description: **Cybersecurity Assessment and BEAD compliance**

Project Location: **Accomack & Northampton County**

Pre-Bid Conference: **September 12, 2023 2:00 PM EST**
4174 Lankford Highway
Exmore, VA 23350

Questions after Pre-Bid: **No later than September 19, 2023, 2:00 PM EST**

Bid Submission Deadline: **September 28, 2023, 2:00 PM**
Eastern Shore of Virginia Broadband Authority
4174 Lankford Highway
Exmore, VA 23350
(757) 414-0304

GENERAL INFORMATION

About the ESVBA

The Eastern Shore of Virginia Broadband Authority (ESVBA) was formed in April 2008 by joint resolution of the counties of Accomack and Northampton and charged with providing the Eastern Shore of Virginia with the broadband telecommunications infrastructure it requires to be successful and productive in the twenty-first century. ESVBA is an open access network. Open access means that all qualified telecommunication providers have equal rights to use the network to offer services on the Eastern Shore. The ESVBA is directed by a five-member board of directors consisting of public officials and citizens of the two counties. An executive director and a small professional staff operate the ESVBA. Over the past several years broadband on the Eastern Shore has gone from concept to an operational network.

ESVBA Background

The ESVBA is a public authority formed by Accomack and Northampton Counties in the Commonwealth of Virginia under 15.2-5431.11(6) of the Code of Virginia which gives the ESVBA the power to "Acquire, construct, reconstruct, improve, enlarge, operate or extend any project" and 15.2- 5431.2 of the Code of Virginia which defines "project" as "any system of facilities for the provision of qualifying communications services and authorized by Article 5.1 (Section 56-484.7:1 et seq.) of Chapter 15 of Title 56; and 56-484.7:1 of the Code of Virginia which defines "qualifying communications service" as "a communications service, which shall include, but is not limited to, high-speed data service and Internet access service, of general application, but excluding any cable television or other multi-channel video programming services.

The ESVBA Network

The ESVBA's current network consists of over 800 linear miles of fiber cable with an eighty-mile fiber optic backbone cable from Virginia Beach, across the Chesapeake Bay Bridge Tunnel, thence north along US 13 and the railroad to Wallops Research Facility. At both the northern and southern ends of the network, the ESVBA has interconnected to other national and local carriers.

The ESVBA has also constructed several community networks along the Eastern Shore which has brought fiber connectivity to the local communities of Cape Charles, Eastville, Nassawadox, Exmore, Willis Wharf, Belle Haven, Onley, Onancock, Parksley and Chincoteague.

The network architecture is designed to allow the provision of highly reliable and scalable services to the Eastern Shore. ESVBA network infrastructure is currently designed at a level of performance to generally achieve a "four nines" (99.99%) availability. Four nines is less than one hour of down time per year. Specific performances levels will be established by customer contract. However, the network elements are "five nines" (99.999%) capable and the ESVBA can provide network services to any customers or contractors requiring this level of service. ESVBA provides the physical

infrastructure and operates the network at Level 2 or 3 on the OSI Model, depending upon the customers we are serving and the needs of the contractor. Both standards based SONET and Ethernet network elements are utilized to allow for the provisioning of all types of circuits. The network is designed to meet or exceed industry standards to provide carrier class services. All backbone network elements NEBS Level 3 compliant and are in hardened facilities with dual HVAC, AC power back-up generation, eight-hour battery DC Power back up, and all networks elements are monitored by the ESVBA to ensure that any potential problems are detected proactively to minimize any service performance faults or service interruptions.

The ESVBA's current service offerings include, but are not limited to:

- Broadband connectivity to multiple Internet contractors
- Ethernet service offerings for WAN/MAN connectivity with speeds from 1Mb/s to 20,000 Mb/s (20Gig)+
- SONET service offering from T1 (1.5Mb/s) to OC-192 (10,000 Mb/s) with capabilities of up to OC-768 (40,000 Mb/s)
- Residential Broadband with services from 25Mbps to 200Mbps currently.

SCOPE OF WORK

Overview

The Eastern Shore of Virginia Broadband Authority (ESVBA) is requesting proposals from experienced and qualified organizations to provide a comprehensive cybersecurity vulnerability assessment of the ESVBA's network. In addition, the assessment should provide information security guidance that is fully aligned with industry standards and best practices and methodologies outlined in National Institute for Standards and Technology (NIST), Cyber Security Framework (CSF), HIPAA, ISO/IEC, etc. The evaluation should include an information security roadmap to be used to develop a plan for remediation of any items identified.

The ESVBA expects the project to take approximately six (6) months from contract to completion for all work products, reports and final recommendations. This permits the ESVBA time to implement recommendations and suggestions in a timely manner.

Minimum Requirements

- **Penetration Testing** - The scope of the Penetrating testing should include the entire perimeter and any critical systems that may impact the security of the systems. This includes both the external perimeter (public-facing attack surfaces) and the internal perimeter (LAN to LAN attack surfaces).
- **Perimeter Testing** - The contractor shall test ESVBA's network perimeter both externally and internally. In addition, the test must include critical systems that could affect the security including security systems (e.g. firewalls, authentication servers, etc.) or any assets utilized by privileged users to support and manage the systems.

Activities must include, but may not be limited to:

- Perform an in-depth cybersecurity vulnerability assessment and penetration testing of ESVBA IT infrastructure of:
 - a. Internal network** – all internal systems including routers, switches, physical and virtual servers, data storage infrastructure, and public computers and other connected IT devices: including all Demilitarized (DMZ) systems to include flow of controls from external and internal systems.
 - b. External network** - all external public-facing systems including firewalls, FTP, web servers, and web service interface points.
- Enumerate systems on the network and validate them against known systems. Identify any unknown or unexpected systems; this will include scanning bring your own devices (BYOD) that are externally supplied.

- Scan network systems and servers for potential vulnerabilities. ESVBA will provide the network ranges and any network/host exemptions to these scans.
- Identify, analyze, and confirm vulnerabilities. It is expected that qualified contractor will know how to look deeper into potential vulnerabilities for other security holes, misconfigurations, and other problems in order to follow the vulnerability to its end. It is expected that the contractor will share method and process (i.e., e-mail's screen shots, files, etc.) of successful penetration in addition to a list of open ports, missing patches, or possible vulnerabilities.
- The security vendor/contractor will conduct security risk assessment scans on all critical applications.
- All vulnerabilities reported as Critical/High shall be detailed in the 'Findings' section of the final deliverable. A complete list of vulnerabilities shall be provided in a separate appendix. Each vulnerability or risk identified shall be categorized as a Critical/High, Medium, or Low.
- The contractor shall attempt to capture user credentials through the collection of the following vectors:
 - Windows password hashes in-memory
 - Keystroke logging
 - Password and hash sniffing
 - Collecting saved login credentials

User Privilege Escalation

- Throughout the assessment, the contractor shall attempt to complete user privilege escalations in order to further compromise, or demonstrate the effectiveness of, the security of established controls within ESVBA's environment. This testing will assist in determining if access control systems are effectively enforcing user access and permission levels are configured correctly based on job function.

Segmentation Testing

- The contractor shall test the segmentation controls of all segregated network segments from a sample of completely isolated/segmented networks (ensuring that each type of segmentation point is represented, such as firewalls, VLAN on switch, etc.).

Wireless Scanning (both private and guest)

- The contractor shall identify rogue wireless devices and additional security architecture weaknesses related to the wireless networks.

Applications

- Provide authenticated application vulnerability scanning and penetration testing. The security vendor will conduct security risk assessment scans on external facing applications;
- Identify application security vulnerabilities and perform active exploit through identified vulnerabilities (Note: Exploit should stop at the point of proof of compromise but not causing any business interruption).

Database Assessment

We have approximately 4 database servers. In the database assessment phase, the contractor shall take the following actions:

- Assess the databases to look for common vulnerabilities such as buffer overflows, default accounts, or default permissions on database objects such as tables, views, and stored procedures.
- Look for erroneous configurations that may lead to information leaks, theft of data, or even intrusion and denial of service attacks.
- Examine several key functional areas that may include but not be limited to:
 - a. Authentication and Authorization to Control Database Access
 - b. Password Complexity Verification
 - c. Restriction of access rights to privileged user IDs to least privileges necessary to perform job responsibilities
 - d. Server Security
 - e. Database Connections
 - f. Table Access Control
 - g. Encryption Usage
 - h. Certificate Application

Brute Force Attack

- The contractor shall conduct brute force attack to check for weak passwords. The objective of this test is to confirm whether passwords are meeting security best practices.

Social Engineering (Phone and E-mail)

- During the Social Engineering phase of the assessment, the contractor shall attempt to impersonate and persuade ESVBA employees via telephone and/or e-mail to disclose proprietary information. This information may allow the contractor to access sensitive information and/or exploit the integrity and/or availability of data. The sophisticated methods that may be utilized are, but not limited to, as follows:
 - **Phishing/spear phishing Attacks** – Sending an e-mail to a user falsely claiming to be an established legitimate organization in an attempt to scam the user into surrendering company sensitive/ information. The overall objective here is to measure end-user response to phishing, spear phishing, spam and other email threats.

- **Employee Impersonation** – Calling employees and attempt to convince them to release sensitive information (e.g. passwords of systems, unpublished e-mail addresses, names of other employees, names and virtual locations of systems).
- **Pretexting** – This method is the act of creating and using an invented scenario to persuade a targeted victim to release information or perform an action and is typically done over the telephone. It is more than a simple lie as it most often involves some prior research or set up and the use of pieces of known information (e.g. for impersonation: date of birth, Social Security Number, last bill amount or other specific company information to establish legitimacy in the mind of the target).

Detailed Report:

The detailed report should include detail of the assessment including the following:

- a. Assessment methodology;
- b. Detailed assessment results in a sortable spreadsheet, risk ranking and actionable recommendations for all areas within the assessment scope;
- c. Detailed score card of current maturity level for each NIST subcategory

Road map:

This should include both tactical and strategic recommendations in a risk-based approach with consideration of business environment, technology, people and process.

- a. **Tactical recommendations:** This should identify issues that are tactical in nature, simple to implement, and will have a positive impact to overall NIST alignment. Recommendations should be made and presented in a risk-ranked format along with technical, resource and process requirements.
- b. **Strategic Recommendations:** This should identify issues that are strategic in nature, complex to implement, and require management decisions to fund, but will have a significant impact to the overall architecture program. Recommendations should be made and presented in a risk-ranked format along with technical, resource and process requirements.
- c. Appropriate milestones and key performance indicators to enhance ESVBA's information security posture and address key risk findings.
- d. Identification of security projects based on individual or combined recommendations with detailed activities and action plans.
- e. An assessment of how the implementation of each project would remediate risk and position ESVBA with respect to industry best practices.

Prioritized project plan:

The project plan is developed to support the road map. At a minimum, the project plan should include the following elements:

- a. Project description
- b. Priority
- c. Risk rank
- d. Supported road map i.e. Recommended solution
- e. Level of complexity to implement g. Resource requirement

Presentation deliverable:

The contractor should prepare and deliver an executive-level presentation of the assessment.

The detailed report should include detail of the assessment including the following: a. Assessment methodology;

Detailed assessment results in a sortable spreadsheet, risk ranking and actionable recommendations for all areas within the assessment scope;

Detailed score card of current maturity level for each NIST subcategory

Technical Specifications

The ESVBA requires testing and work products to comply with NIST Framework Version 1.1, Framework for Improving Critical Infrastructure Cybersecurity with its standards and controls set forth in Executive Order (EO) 14028 as well as NIST publication NISTIR 8276, Key Practices in Cyber Supply Risk Management and related SCRM guidance from NIST including NIST 800-101: Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations.

Contractor Responsibilities

Contractors will be responsible for scheduling and coordinating with ESVBA staff to implement testing as well as ensuring minimal impact to the operational network as it is a critical infrastructure of the Eastern Shore. Contractors will be required to sign a five-year non-disclosure agreement ensuring all data shared or detected during the engagement are held in confidence for a term no shorter than five-years.

INSTRUCTIONS TO OFFERORS

ENVELOPE IDENTIFICATION

All submission requirements **must** be returned in a **sealed** envelope. The Offeror shall clearly mark on the outside of the envelope, “**REQUEST FOR PROPOSAL NO. 2023-001, Cybersecurity Assessment and BEAD Compliance;**” proposal opening date and time; and the Offeror’s complete mailing address.

The ESVBA will not be responsible for premature opening or late arrival of proposals improperly addressed or identified. If a proposal is mailed in an envelope, not as specified, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. The ESVBA reserves the right to disqualify such a bid as non-responsive. Sealed proposals may be hand delivered to the designated location.

BID SUBMITTAL

The original proposal packet documents along with five (5) copies should be submitted in a sealed envelope or container and hand-delivered or mailed to: Executive Director, Eastern Shore of Virginia Broadband Authority, 4174 Lankford Highway, Virginia 23350, no later than 2:00 PM EST, **September 28, 2023**. Any proposal received after 2:00 PM EST, **September 28, 2023**, whether hand-delivered, submitted via U.S. Postal Service, or submitted via any other delivery service, will not be accepted. **THERE IS NO GUARANTEE OF OVERNIGHT DELIVERY. OFFERORS ARE ENCOURAGED TO USE 2-DAY DELIVERY.**

The ESVBA reserves the right to amend or cancel this RFP at any time, in the best interests of the ESVBA. The ESVBA reserves the right to reject any or all proposals, in whole or any part thereof; to waive informalities and technicalities; and to accept any such proposals which the ESVBA deems to be in the best interest of the ESVBA.

PROPOSAL FORMAT

To be considered responsive, a bid must contain the following, referenced by number and in the order below:

- A. Professional Qualifications**
- B. Past Involvement with Similar Projects**
- C. Proposed Work Plan**
- D. Fee Proposal**
- E. References with contact information from organizations that have used the Offeror’s services for similar projects within the last ten (10) years.**
- F. Offeror Compliance Statement Certification Regarding Equal Opportunity, Attachment H.**
- G. Certification of Offeror Regarding Debarment by Agency of the Commonwealth of Virginia, Attachment I.**

H. A written acknowledgement of receipt of any and all addenda as set forth on the provided on their Bid Form. Please list each addenda received and their dates.

Proposals failing to address each of the submission requirements above may be deemed non-responsive and may not be further considered.

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications/Quality of Work – 15 points

1. State the full name and address of your organization. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the Commonwealth of Virginia.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included
3. State history of the Consultant, in terms of length of existence, types of services provided, etc. Identify the technical details that make the Consultant uniquely qualified for this work.
4. Provide examples of previously designed Metro networks that are currently operational today.

B. Past Involvement with Similar Projects – 20 points

The written proposal must include a minimum of two (2) examples of specific experience and indicate proven ability in implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is required with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person. Cite examples of any experience with construction on the Eastern Shore and work with the existing utilities (Verizon and A&N Electric Cooperative).

C. Proposed Work Plan – 35 points

Provide a detailed and comprehensive description of how the Consultant intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the ESVBA, communication and coordination, the working

relationship between the consultant and ESVBA staff, and the company's general philosophy in regards to providing the requested services.

The written proposal must include a minimum of two (2) examples of specific experience and indicate proven ability in implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is required with this section.

In the scoring for this section, consultants will be evaluated based on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 25 points

1. Fee quotations shall be submitted using ATTACHMENT D – Compensation and fee proposal form.
2. The fee proposed must include the total estimated cost for offeror's services for the project at 100% completion. This total may be adjusted after negotiations with the ESVBA and prior to signing a formal contract, if justified.

E. References – 5 points

1. The Consultant will provide two (2) points of contacts including name, title, dates worked with, and number/e-mail information that will be contacted. References are to be professional references to which the Consultant has completed work for within similar parameters to this project.

PRE-SUBMISSION MEETING AND QUESTIONS REGARDING THE RFP

Questions regarding the RFP, specifications or other solicitation documents may be addressed in person at the pre-bid meeting (see page 6). Questions after the pre-bid meeting may be submitted by email at mertle@esvba.com, by phone at (757) 414-0304 or by mail at the address listed above. All questions must be submitted no later than the date and time listed on Page 6. Questions and answers regarding this RFP may be shared with all Offerors known to be interested in submitting a bid. If the question requires clarification, an addendum will be supplied to all Offerors.

An Offeror, who believes that one or more of the RFP's requirements is onerous, unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The Eastern Shore of Virginia Broadband Authority must receive any such requests no later than five (5) days prior to the date for submission of proposals.

EVALUATION OF PROPOSALS

In accordance with Va. Code § 2.2-4302.2(A)(3) selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors identified in this RFP, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the ESVBA shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Should the ESVBA determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

PROPOSAL EVALUATION

The ESVBA reserves the right to accept or reject all or any part of the proposals, waive minor technicalities or informalities. The ESVBA will evaluate each proposal by the above-described criteria and point system (A through E, based on 100 points, in the Proposal Format Section above) to select offerors for final consideration and negotiation.

The ESVBA will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award, the ESVBA will issue a Notice of Award to the successful Offeror(s) and notice to the other Offerors of the Notice of Award.

ADDENDA

All addenda will be provided to all Offerors either by email or direct mail. All such addenda shall become a part of the solicitation documents, must be addressed in the bid and shall become a Contract Document. **Offerors must acknowledge receipt of all addenda on their Bid Form.** The ESVBA accepts no liability for late receipt or non-receipt of addenda.

ACCEPTANCE OF PROPOSALS

Proposals submitted shall be binding for ninety (90) calendar days following the bid opening date, unless extended by mutual consent of all parties.

CHANGES, ADDITIONS, DELETIONS

No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted without the prior written approval from the ESVBA.

PROPRIETARY INFORMATION OR TRADE SECRETS

Offerors are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Offeror. Specifically, if the Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall (i) invoke the protection of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed. The Offeror shall submit proprietary information under separate cover. The ESVBA reserves the right to submit such information to the ESVBA Attorney to confirm the Offeror's claim that the information for which protection is claimed is in fact proprietary. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not labeled proprietary or otherwise not meeting all three requirements of Section 2.2-4342 shall be public information in accordance with applicable law.

DELIVERY

Consistent failure to meet delivery promised without valid reason shall constitute a default, in which case the ESVBA may seek any and all remedies provided in the procurement or contract documents, or at law or in equity, including but not limited to termination of any resulting contract.

DEFECTIVE ITEMS

Services delivered which are defective or determined by the ESVBA not to be of industry standards will be promptly corrected or replaced by Offeror to the satisfaction of the ESVBA. The ESVBA reserves the right to correct any unaccepted Services either itself or by others if Offeror does not promptly correct any defects at the Offeror's expense.

USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the ESVBA to determine if the product offered meets the requirements of this solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in disqualification of the bid as nonresponsive. Unless the Offeror clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

INSPECTION OF SITE AND CONDITIONS OF WORK

Offerors should visit the site of the proposed project and become fully acquainted with the pertinent local conditions such as location, accessibility and general character of the site or

building, and the character and extent of existing work within or adjacent to the site. Offerors should thoroughly examine the drawings, specifications, and all other contract documents. Claims, as a result of failure to do so, will not be considered by the ESVBA.

ATTACHMENT A – Omitted

ATTACHMENT B – Omitted

ATTACHMENT C – Omitted

ATTACHMENT D - Compensation and fee proposal form

General

The Offeror proposes the following fee structure for Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor proposes.

FEE PROPOSAL FORM

Project: **Cybersecurity Assessment and BEAD compliance**. RFP No.: **2023-001**.

Consultant's Name: _____

Notes:

1. All Consultants shall provide a Total Price for all RFP items specified below based upon a time and materials basis.
2. The Total Proposed Compensation is a price based upon actual time and materials expensed to complete the Project as defined in the RFP Scope of Work. Additional rows can be added to Fee Proposal Form as necessary.
3. The ESVBA, at its sole discretion, may elect to delete any portion of the work delineated below. Work shall be determined based upon the availability of funds.
4. Contract shall be awarded based on the scope of work contained herein, or upon a revised scope of work as may be determined in the final discretion of ESVBA
5. The Consultant may provide an additional hourly rate for any incidental work
6. The Consultant agrees to complete the Project and all related work, as specified in the Scope of Work with RFP 2023-001.

Item	Description	Primary Point of Contact	Hourly Rate	Estimated Hours	Amount
1.	Project Management				
2.	Pre-assessment data gathering				
3.	Site Work				
4.	Post site work review				
5.	Report of assessment and required corrections				
6.	Cybersecurity Risk Management Plan				

7.	Supply Chain Risk Management Plan				
8.	Incidental work * Not included in total				

Total Proposed Compensation (Not-to-Exceed): _____ Dollars
(\$_____) (Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Authorized Representative of Offeror Signature of

ATTACHMENT E – General Terms and Conditions

The following are the general conditions that are incorporated into the Agreement for provision of services to be provided by the Contractor.

1. General Provisions

Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by the Authority.

2. Laws of the Commonwealth

A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the Authority under this contract represents to the Authority that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All 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; and

2. The Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

The Contractor shall A) provide a drug-free workplace for its employees; B) post in conspicuous places, 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 its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the provisions of the Virginia Public Procurement Act, 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.

D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free workplace, Contractor shall comply with the federal Drug Free Workplace Act.

E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the Authority does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the Authority and a faith-based organization, you are hereby notified as follows:

Neither the Authority's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the Executive Director of the Authority.

3. Certifications

The Contractor certifies that:

- A. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
- B. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and

- E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

4. Warranties

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the Authority. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the Authority the full contract price agreed to by the Authority to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

5. Modifications, Additions or Changes

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Authority; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the Authority. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Authority.

6. Assignment

The contract may not be assigned, sublet, or transferred without the written consent of the Authority.

7. Audit

The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Authority to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Authority shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by the Authority to Contractor pursuant to this contract.

The Authority shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The Authority shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the Authority in excess of five percent (5%) of the total contract billings, the actual cost of the Authority's audit shall be paid by Contractor. In addition, the Authority shall not be responsible for any overages not approved by change order and will deduct such amounts from the final contract payment.

8. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the Authority by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the Authority. The Authority shall own the intellectual property rights to all materials produced under this contract.

9. Required Payment

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- A. within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the Authority attributable to the work under the Contract performed by such subcontractor, or (ii) notify the Authority and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- C. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Authority for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.
- D. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

10. Liability Coverage

Unless otherwise expressly excepted in the procurement announcement documents prepared by the Authority, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the Authority from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 11 “Insurance Requirements” set forth below and shall name the Board of Supervisors and the Authority as an Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best’s Key Rating of A:V1. The Contractor shall provide the Authority with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Authority at least 30 days’ notice prior to cancellation or other termination of such insurance. The Authority shall be named as a co-insured on all such policies and evidence of such status as a co-insured shall be provided to the Authority prior to the time the contract is executed by the Authority.

11. Insurance Requirements

The Contractor shall maintain the following insurance to protect it from claims under the Workmen’s Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers’ Compensation and Employer’s Liability including coverage under United States Longshoremen’s and Harbor Worker’s Act where applicable	Statutory, including Employer’s Liability of \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations	\$500,000 Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Aggregate
Including: Underground Hazard (U)	

Explosion and Collapse

Hazard (XC)

Independent Contractors – Owner’s Protective Bodily Injury Liability and Property Damage Liability Combined	\$500,000 Each Occurrence \$1,000,000 Aggregate
Completed Operations - Products Liability	\$500,000 Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$1,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between Owner and Contractor	\$500,000 Each Occurrence \$1,000,000 Aggregate
Personal Injury with Employee’s Exclusion C deleted	\$1,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor	\$500,000 Per Accident
Umbrella/Excess Liability	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Professional Liability Insurance	\$1,000,000 Limit of Liability

- A. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the Authority for damage thereto.
- B. The Authority reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

12. Environmental Management

The Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable. If the Authority should have to defend any enforcement action against it relating to the services provided by the Contractor under the Agreement, the Contractor shall indemnify and hold harmless the Authority for any such actions, including reimbursing the Authority for all costs associated with defending such actions, attorneys fees and costs, and shall correct without cost to the Authority any defects or deficiencies found that are directly attributable to the Contractor.

13. No Waiver

Any failure of the Authority to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the Authority of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

14. Loss or Damage in Transit

Delivery by the Contractor to a common carrier does not constitute delivery to Authority. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The Authority accepts title only when goods are received regardless of the F.O.B. point. The Authority will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the Authority to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the Authority, the Contractor may deduct the amount of damage or loss from his or her invoice to the Authority in lieu of replacement.

15. Choice of Law

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed

by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

16. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract and agree that service by registered mail to the addresses set forth in Paragraph 23 of this Appendix shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Courts of Northampton County or Accomack County, Virginia.

17. Severability

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

18. Limitation of Liability

The Contract is subject to annual appropriation by the Board of the ESVBA. Neither the Contract nor any amount due or to become due under the Contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the Counties of Accomack or Northampton, Virginia. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the County, shall be obligated to pay any amount due or to become due under this Contract.

19. Notices

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery or telegram to the party entitled to receive the same at the address indicated in the Request for Proposals and the Contractors response thereto.

20. Contractual Claims Procedure

- A. Contractual claims or disputes by Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Authority written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The Authority, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice. In the event such claim is not acted upon within said 120 day period, it shall be deemed denied and Contractor may proceed in accordance with paragraphs C and D.
- C. If the Contractor disagrees with the decision of the Authority concerning any pending claim, the Contractor shall promptly notify the Authority by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the Authority or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the Authority, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- D. The decision on contractual claims by the governing body of the Authority shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court, however, no legal action may be commenced by Contractor concerning any such contractual claim prior to rendering of a decision by the Authority, unless such claim has been deemed denied as a result of no action being taken by the Authority under Paragraph B.

ATTACHMENT F - Omitted

ATTACHMENT G - Omitted

ATTACHMENT H – Offeror Compliance Statement

Certification Regarding Equal Employment Opportunity

Applicability: Bid exceeding ten thousand dollars (\$10,000) for contract/subcontract of unlimited amount and non-construction contract/subcontract for less than one million dollars (\$1,000,000).

The Firm providing goods or services to the AUTHORITY under this contract assures the AUTHORITY that it is:

- 1) Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable.
 YES NO

- 2) Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986
 YES NO

- 3) Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
 YES NO

- 4) Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
 YES NO

Signature: _____

Type Name: Title:

Address, including zip code:

IRS # (or owner's social security #):

**ATTACHMENT I – Certification of Offeror Regarding Debarment
By Agency of the Commonwealth of Virginia**

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of The Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of The Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

Date