

REQUEST FOR PROPOSAL

Date: January 10, 2025

From: **KENAI PENINSULA BOROUGH SCHOOL DISTRICT**
Purchasing Department
139 East Park Avenue
Soldotna, Alaska 99669
(907) 714-8876

BID NUMBER: #105-25

BID DUE DATE: 4:00 P.M., Alaska Time, February 7, 2025

CLASSIFICATION: Cybersecurity Assessment

This inquiry implies no obligation on the part of the buyer. Unless otherwise specified, there is no restriction on the number of items that may be ordered.

All bids submitted must remain valid for a period of 60 days (unless otherwise specified). _____

FOR BUYER: Colton Hayes
COLTON HAYES, Buyer

FOR SELLER: Business Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
Email Address: _____
Manual or E-Signature of Bid Manager: _____
Printed Name of Bid Manager: _____
Date Returned: _____

**** THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID SUBMISSION ****

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
139 East Park Avenue
Soldotna, Alaska 99669-7553**

INSTRUCTIONS TO BIDDERS

The Kenai Peninsula Borough School District, Purchasing Department (hereinafter also KPBSD or District), invites the submission of Bids to provide Cyber Security Assessment Services to the District in accordance with the following Instructions to Bidders.

The District reserves the right to negotiate the terms and conditions of any contract entered into as a result of accepting any bid submitted by the successful Bidder(s).

Any interested party may obtain a copy of the Request for Proposal from the Kenai Peninsula Borough School District website at www.kpbsd.k12.ak.us/Erate or from the Purchasing Department, 139 East Park Avenue, Soldotna, AK 99669, and (907) 714-8876.

To be considered for award, one (1) original of the bid must be received by the KPBSD Purchasing Department, 139 East Park Avenue, Soldotna, AK, 99669, no later than 4:00 p.m., Alaska Time, February 7, 2025. Each bid must be submitted in a single sealed envelope or package marked on the outside **“Cybersecurity Assessment; Bid #105-25: Due: NLT 4:00 p.m., Alaska Time, February 7, 2025.**

Bids delivered by fax or by electronic means are not acceptable and will not be considered.

An online pre-bid conference will be held on **January 17th, 2025**, via Zoom. The intent of this pre-bid conference is to provide an equal opportunity for interested vendors to ask any questions they may have relating to this RFP. Attendance at this pre-bid conference is not mandatory, but is strongly recommended. Meeting details for this pre-bid conference can be requested through the KPBSD Purchasing Department.

GENERAL INSTRUCTIONS AND INFORMATION:

A. NON-DISCRIMINATION

Each bidder, in submitting bids, certifies that if awarded a contract resulting from this bid they as the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age or sex. The contractor will take affirmative action to ensure that applicants/employees are fairly treated. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

Bidder, if awarded a contract, warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, OL 91-596) and all amendments thereto and the State of Alaska Occupational Safety & Health Act of 1973 and all amendments thereto. In the event the product sold does not conform to the OSHA standards and/or regulations, the buyer may return the product for correction or replacement at the seller's option and at the seller's expense or by buyer at seller's expense in the event seller fails to make the appropriate correction within a reasonable time.

C. COMPLIANCE

Bidder, if awarded a contract, shall comply with all State, Federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of the merchandise. Successful bidder(s) shall certify in the following or substantially equivalent words on the invoice or other appropriate document: “We hereby certify that the goods covered by this

invoice were produced in compliance with all applicable requirements of the Fair Labor Standards Act as amended, including Section 6 and 12 thereof, and of the regulations and others of the U.S. Department of Labor under Section 14 thereof’.

D. CASH DISCOUNTS

All bid prices must be net. Cash discounts quoted for prompt payment of invoices will not be considered as a factor in the awarding of bids.

E. DELIVERY

1. Award and subsequent contract for this RFP will depend on successful award and receipt of grant funding to KPBSD from the Alaska Division of Homeland Security and Emergency Management – State and Local Cybersecurity Grant Program.

2. All deliverables, as defined in RFP – REQUIREMENTS OF PROPOSAL: Scope of Work, shall be delivered to the District no later than contract terms defined in section R of this RFP. This deadline may be extended through mutual agreement between the vendor and the District.

2. Vendor may become ineligible for future bids unless all items are delivered within the specified time.

Extenuating circumstances to be given consideration in all above.

3. All deliveries shall be F.O.B. Kenai Peninsula Borough School District Warehouse, 139 E. Park Avenue, Soldotna, Alaska, 99669; unless otherwise specified in the bid document.

F. SAMPLES

Samples and/or specification sheets must be furnished at no charge when requested and when bidding brands other than specified or where noted. All articles must be in strict conformance with the quality of the samples submitted and the requirements of the specifications. Samples will not be returned.

G. FEDERAL EXCISE TAXES

The School District is exempt from the Federal Excise taxes. Exemption Certificate will be furnished when required.

H. BIDS

1. It is the sole responsibility of the bidder to have its bid received by the District Purchasing Department prior to the time of the scheduled bid due date and time. Bid(s) will be marked with the date and time of receipt. Late Bids shall not be considered and shall be returned to the bidder, unopened and marked with the date and hour of receipt, per School Board Policy, AR 3311, Bids. No responsibility will attach to any officer or agent of the District for the premature opening of, or the failure to open, a bid not properly addressed and identified.

2. One or more addenda to the Request for Proposal may be issued by the District after the RFP process is opened. A copy of any addendum issued by the District must be signed by the bidder and submitted along with its bid. While the District will make reasonable efforts to notify bidders of any addenda, it is the sole responsibility of the bidder to verify whether any addenda have been issued. Bidders should check the District website to ascertain if any addenda have been issued.

3. Bidders should read this Request for Proposal carefully and review all instructions contained herein. Incomplete or incorrect Bids may be rejected as not conforming to the essential requirements of the RFP.

4. This request implies no obligation on the part of the District. Award of this Request for Proposal is contingent upon the availability of funds. The District reserves the right to reject any and all bids and to act in the best interest of the Kenai Peninsula Borough School District.

5. With exception of the pre-bid conference as specified in the opening INSTRUCTIONS TO BIDDERS section, no oral interpretation will be given on any part of the RFP documents. Any bidder in doubt as to the true meaning of any part of this RFP may submit a written request for an interpretation thereof. Two types of questions generally arise.

One may be answered by directing the bidder to a specific section of the RFP. These questions may be answered by direct communication to the bidder submitting the question. Questions which, in the opinion of the Head Buyer, require a more detailed or complex reply, or require an answer that may affect responses to this RFP or may be prejudicial to other prospective bidders, will be answered by issuing an addendum. Questions must be received by the District Purchasing Department no later than 4:00 p.m. Alaska Time, January 22, 2025. Any addendum resulting from submitted questions will be posted to the District website 10 days before the due date. It is the bidder's responsibility to check the website frequently prior to submitting their bid. Questions must reference the bid number and can be delivered as follows:

Re: RFP #105-25 Cybersecurity Assessment

Fax: 907-262-7165

E-mail: Chayes2@kpbsd.k12.ak.us & BIDS@kpbsd.k12.ak.us

Mail: Kenai Peninsula Borough School District Purchasing Department
139 E Park Avenue
Soldotna, AK 99669

6. If a bidder fails to notify the District of a discrepancy, defect, ambiguity or other error in the RFP, their bid shall be submitted at the bidder's own risk and should the bidder's submission, in whole or part, be deemed the winning bid, the bidder shall not be entitled to additional compensation or other consideration by reason of the discrepancy, defect, ambiguity or other error, or its later correction or clarification. Protests based on any discrepancy, defect, ambiguity or other error in the solicitation will be disallowed if the fault has not been brought to the attention of the District, in writing at least ten (10) days prior to the date set for submission of Bids. If such date falls on a weekend or holiday, the deadline shall be the last business day before the weekend or holiday.

7. All Bids and Addenda must be manually signed, E-signature is acceptable. A bid may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the bid must be clearly shown immediately below the signature.

8. Each bidder understands and agrees that it submits its bid at its own risk and expense and releases the District from any claim for damages or other liability arising out of the Request for Proposal and award process, including but not limited to: bid preparation costs and costs associated with any challenge (administrative, judicial or otherwise (including attorney fees)) to the determination of the winning bid and/or rejection of Bids. No obligation of any sort is created nor may liability, financial or otherwise, be asserted against the District, its Board, Board members, employees, agents or insurers as a result of this Request for Proposal. By submitting a bid, each bidder agrees to be bound in this respect.

9. Bids may be withdrawn on written request delivered to the District Purchasing Department (fax is acceptable) prior to the time specified for submittal. Bids not withdrawn prior to the specified time may not be withdrawn for a period of sixty (60) calendar days after the time for receipt of Bids.

10. All Bids must comply with these instructions.

11. All Bids must be submitted on the forms provided by the District, or if none are included, in accordance with the requirements of the RFP.

12. Bidders must comply with all of the terms of this RFP, and all applicable local, state, and federal laws, codes and regulations. The District may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP and any bid which contains information or material which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation.

13. Bidders may not qualify a bid nor restrict the rights of the District. If a bidder does so, the District may determine the bid to be non-responsive and the bid may be rejected. If the District fails to identify or detect supplemental terms or conditions in a bid that conflict with those contained in this RFP or that diminish the District's rights under any award resulting from this RFP, the term(s) or condition(s) will be considered null and void.

14. The District shall have the authority to waive irregularities on any and all Bids, except that timeliness and manual signature requirements shall not be waived, when deemed to be in the best interest of the District.

15. The District reserves the right to reject any or all Bids, consider alternates and waive formalities in RFP procedures as is in the best interest of the Kenai Peninsula Borough School District.

16. The District reserves the right to select final quantities and product based on total cost and cost itemization.

17. The apparent low bidder(s) may be required, if deemed to be in the best interest of the District, to submit written verification of their ability to fill any order(s) subsequent to this RFP in accordance with the specifications and delivery time line established in this bid document, prior to final award.

18. Once the bid has been awarded and subsequent purchase orders have been issued, if the low bidder cannot fill the purchase orders in accordance with the specifications of the RFP, the District may vacate that award, cancel any affected purchase orders, and issue new purchase orders to the next lowest responsible bidder.

I. AGGRIEVED BIDDERS

Appeal Process for Aggrieved Bidders/Proposers for Contract Awards at \$25,000 or greater, KPBSD School Board Policy AR 3311, Bids:

Appeal to Superintendent

Any party bidding or submitting a proposal for a contract or purchase order with the District for \$25,000 or greater may appeal to the Superintendent in writing, personally received at the District Purchasing office, within three (3) business days of the date of notice of intent to award a contract. The appeal may be hand delivered, by mail, or by facsimile and must comply with the requirements of this section.

Contents of Appeal

A written appeal shall, at minimum, contain the following:

- a. The name, address, and telephone number of the interested party filing the appeal;*
- b. The signature of the interested party or the interested party's authorized representative;*
- c. identification of the proposed award at issue;*
- d. A statement of the legal or factual grounds for the appeal;*
- e. Copies of all relevant documents; and*
- f. A fee of \$300.00 shall be paid to the District and must be received by the deadline for filing the written appeal. This fee shall be refundable if the appellant prevails in the appeal to the Superintendent.*

Rejection of appeal

The purchasing officer shall reject an untimely or incomplete appeal or an appeal filed without timely payment of the required fee.

Stay of Award

If a timely and complete appeal is filed with the fee, the award of a contract or purchase order shall be stayed until all administrative remedies have been exhausted, unless the Superintendent determines in writing that award of the contract or purchase order pending resolution of the appeal is in the best interest of the District.

Notice and response

Notice of the stay and appeal shall be delivered to any party who may be adversely affected by the Superintendent's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

Superintendent's decision

The Superintendent shall issue a written decision to the appellant within ten (10) business days of the date that the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided as requested.

J. PUBLIC RECORDS CLAUSE

This Request for Proposal and the resulting Bids received will be kept confidential until the resulting award has been announced. All the Bids, together with copies of all documents pertaining to the award of this RFP, will be kept by the Purchasing Department and made a part of the record. Following award of the RFP, the Bid record will then become public information.

K. LOCAL PREFERENCE CONDITIONS

To comply with state and federal grant program requirements, no local preference will be offered as part of this RFP.

L. CONTRACTOR'S VIOLATIONS OF TAX ORDINANCES

School Board Policy BP 3311 states:

No contract or purchase order shall be awarded to any individual or business that is found to be in violation of the Kenai Peninsula Borough Code of Ordinances in the several areas of taxation which is not remedied within ten (10) days of notice.

Any contract can be terminated for cause if it is determined that the contractor is in violation of any taxation ordinance and if such violation is not remedied within ten (10) days of notification by regular mail. If the delinquency arises due to non-filing of sales tax, no payment will be made to the contractor until all filings have been made and all amounts due are remitted.

The District will remit any amounts owed by its contractor(s) to the Kenai Peninsula Borough for delinquent Borough taxes against any amount owing to the contractor(s) under a contract between the District and the contractor(s).

M. CONTRACTING WITH SMALL AND MINORITY BUSINESSES AND WOMEN'S ENTERPRISES

1. KPBSD will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and Minority Business Development Agency of the Department of Commerce.
 - f. Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed in this section.
 - g. Additional weighting of responses from small and minority and women's business enterprises applied as eligible through any scored selection process.

N. RESPONSE REQUIRED

Your response, whether you are bidding or not, is our only indication of interest in District business. To assure continued receipt of Invitations when not bidding, return only the cover sheet with the statement “NO BID” on its face and the name of the firm. Continued failure to do so will result in automatic removal of your firm from the commodity listing selected for this RFP. Failure to respond to three (3) bids/Bids may result in being removed from the District’s bid list.

O. PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

1. Letter of Transmittal

- a. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
- b. List name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.
- c. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

2. Experience/Qualification

- a. Detail the firm's experience in the same or similar areas of expertise, stability, and its adaptability to providing the required services.
- b. Provide at least three (3) references for which your firm has provided the same or similar services. Include a point of contact, telephone number, e-mail address, and a brief description of the services provided.

3. Project Lead, Key Project Staff, and Sub-Consultants

- a. Provide detailed information on the qualifications and experience of the Project Lead as it relates to the required services. Include project reference contact name(s) and telephone number(s).
- b. Identify key project staff and sub-consultants expected to provide services on behalf of the firm. Resumes should be included for each of the individuals and sub-consultants referenced. Be specific on the proposed staff regarding experience and qualifications on projects of similar size and scope.

4. Available Resources/Contractor Location

- a. Provide information on resources available to your firm, which indicates that you have access to the services necessary to perform the work.
- b. Describe the firm's location where the primary services are to be provided and the ability to meet in person with Department personnel when required during the performance of the contract.

5. Project Methodology and Approach

- a. Provide detailed information on the firm's methodology in meeting the scope of work requirements identified in RFP – REQUIREMENTS OF PROPOSAL: Scope of Work. This should consist of a **detailed work plan** indicating the steps to be completed, the **resources** that will be utilized and the **timeline** for completion.
- b. Evaluators will be asked to consider each project proposal paying attention to design and service efficiencies with an interest in the overall cost of benefit to the project.
- c. Describe overall approach to include any special considerations, which may be envisioned.

6. Sample Documents

- a. Provide at least one example of a cybersecurity assessment report that demonstrates the final work product for an assessment process similar in scope. Additional templates or other reference materials may also be included.

7. Cost

- a. The total cost to the District for any proposal shall be structured on a flat fee basis as mutually agreed to by the District and the vendor.
- b. All costs shall be invoiced per line item specific to services defined in RFP: REQUIREMENTS OF PROPOSAL: Scope of Work as applicable.
- c. All travel and lodging expenses (if applicable) shall be included in the total proposal cost.

8. Small and Minority and Women's Enterprises – Certification

- a. If the vendor meets federal criteria for one or more of the select business types outlined in Section M, documentation confirming status as such is required for special consideration as described in that section.

P. CERTIFICATION

1. By submission of this proposal the bidder certifies:

- a. The bidder has not paid or agreed to pay any person, other than a bona fide employee of your company, a fee or brokerage resulting from the award of this contract.
- b. The prices quoted in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such costs with any other bidder.
- c. The bidder will comply with all applicable legal provisions as set forth in the Alaska Statutes, as well as all federal, Alaska Division of Homeland Security and Emergency Management – State and Local Cybersecurity Grant Program (SLCGP), state, borough and school district regulations, and understands these provisions are part of any contract awarded to them.

Q. IMPLEMENTATION OF SERVICE

The successful bidder is not to deliver service(s) prior to March 1, 2025, and not without written notification from the district to initiate service. Such notification may depend on successful Alaska Division of Homeland Security and Emergency Management (DHS&EM) – State and Local Cybersecurity Grant Program (SLCGP) funding award as well as pre-purchase approval by DHS&EM for successful bidder per the SLGCP procurement method reporting requirements.

R. CONTRACT TERM

1. It is the intent of the Kenai Peninsula Borough School District to enter into agreements for services commencing on a date to be determined which is mutually agreed upon between the bidder and KPBSD with an ending date no later than December 31, 2025. Longer terms may be possible if so stated on the specification sheet describing the service.
2. The ending date for this term may be extended upon mutual agreement of the District and the Vendor.
3. If the bidder requires the District to sign a specific contract, then a copy of the contract MUST be included with the proposal. (At minimum, a DRAFT copy of the contract).

S. ADDITIONAL CONDITIONS

1. **Grant Program Requirements.** This project is funded with a grant from Alaska Division of Homeland Security and Emergency Management. As such any contract must comply with the provisions contained in APPENDICES – Item 1: SLCGP Program Requirements.
2. **Insurance.** Vendors and all subconsultants, if any, shall be responsible for the purchase and maintenance of minimum insurance coverage as specified in subsections A and B of this section prior to any contract.

This insurance coverage shall be in acceptable form, and for the amounts specified by the District, or as required by law, whichever is greater.

This insurance coverage shall remain in effect for the life of the contract and shall be a part of the contract price. This insurance shall be primary and exclusive of any other insurance carried by the District.

- a. Professional Liability: \$1,000,000 combined single limit per occurrence. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the District of the completed project. If the professional liability insurance is written on a claims made form, the vendor shall provide insurance for a period of two years after final payment of the contract. The policy(s) shall evidence a retroactive date, no later than the beginning of the contract.
- b. Commercial general/automobile liability insurance shall not be less than \$1,000,000 combined single limit bodily injury and property damage per occurrence.
- c. Worker's compensation and employers' liability insurance shall be provided for all employees per Alaska State Statutes who are performing work under the contract.
- d. Certificate(s) of insurance as described in subsections A, B, and C of this section shall be provided by the vendor, and certificates as described in paragraphs B and C by all subconsultants, or their insurance companies or their agents. The District shall be named as an additional insured on the policies specified in subsection B for the work specified in the contract. Certificates of insurance, acceptable in form and content, will be delivered to:

Kenai Peninsula Borough School District Purchasing Department
139 E Park Avenue
Soldotna, AK 99669

- e. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in the contract, without thirty (30) days prior written notice to the District. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated in subsection D of this section. Cancellation or material change in insurance coverage without written authorization by the District is a material breach of the contract, and subjects the contract to termination for cause.
- f. Upon renewal or change in policies during the contract, certificates of insurance shall be delivered to the address designated in paragraph D of this section.

T. INVOICES/PAYMENT

1. For those purchases generated by a purchase order, the purchase order number must be on all invoices to ensure fast processing. Invoices shall be submitted to the Kenai Peninsula Borough School District, Accounts Payable Department, 148 North Binkley Street, Soldotna, Alaska 99669.
2. Payment will be made only after submission of proper invoices as required by the District and within applicable state law.

3. Payment of any invoice shall not preclude the District from making claim for adjustment on any item or service found not to have been in accordance with general conditions and specifications.

4. Invoices must accurately reflect services delivered and must be submitted for payment no later than January 31, 2026. The vendor must act in such a manner so as not to disallow the district the opportunity to participate in future State and Local Cybersecurity Grant Program application windows.

U. AWARD

Proposal will be awarded All-or-None

EVALUATION OF PROPOSALS:

All proposals will be reviewed by the District’s purchasing department to evaluate administrative responsiveness of proposals to determine if offerors have complied with the administrative proposal requirements. Proposals will then be evaluated by an evaluation committee comprised of District employees or other persons deemed appropriate by the District using the Evaluation Criteria specified in this RFP. Evaluation of proposals in accordance with the evaluation criteria will result in a numerical score for each proposal. Each criterion has an assigned weight for this RFP which demonstrates its relative importance.

The District also reserves the right to request oral interviews with the highest ranked firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon, and possible refinement of the written responses. If interviews are conducted, a maximum of three (3) firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final recommendation for selection will be based on the total of all evaluators scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The evaluation committee will forward a recommendation for contract award based on points awarded. The firm whose proposal is ranked highest, may be invited to enter into final negotiations with the District for the purposes of contract award.

The evaluation committee will formulate a numerical score for each proposal submitted based on the following criteria:

1. Experience/Qualifications: See RFP Section O.2
(Maximum score = 20)
2. Key Staff/Sub-Consultants: See RFP Section O.3
(Maximum score = 5)
3. Available Resources: See RFP Section O.4.a
(Maximum score = 10)
4. Contractor Location: See RFP Section O.4.b
(Maximum score = 5)
5. Methodology and Approach: RFP Section O.5
(Maximum score = 25)
6. Sample Documents: RFP Section O.6
(Maximum score = 5)
7. Fee Proposal (Cost): RFP Section O.7
(Maximum score = 30)
8. BONUS MODIFIER Mandatory Preference – Select Business Types: RFP Section M.2.G
(10 Point Addition – IF ELIGIBLE)

Total Maximum Score = 100 (110 if business type modifier applied)

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the District. If an agreement cannot be reached with the highest ranked Proposer, the District shall notify the proposer and terminate the negotiations. If
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proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The district reserves the right to reject any and all proposals submitted.

FEE PROPOSAL:

Each proposal shall specify prices typed or legibly written in ink. In case of discrepancies between unit prices and the sum total specified, unit prices shall govern. If a price is specified in both written words and numbers and there is a discrepancy between the two, the written words shall govern. The proposed fee will be scored based on the total proposed price with the maximum possible points awarded to the lowest total fee proposed. Fee Proposals will be examined to determine if they are consistent with the rest of the proposal and that their calculations are accurate. The offeror is entirely responsible for the accuracy, completeness, and consistency of its Fee Proposal.

Proposed fee will be scored using the following formula:

$$\begin{aligned} \text{Lowest Proposal Fee} &= \text{PL} \\ \text{Proposal Fee of proposal being evaluated} &= \text{PE} \\ \text{Points Possible} &= \text{PP} \\ \text{Points Assigned} &= \text{PA} \\ \\ \text{PL} \div \text{PE} \times \text{PP} &= \text{PA} \end{aligned}$$

REQUIREMENTS OF PROPOSAL:

Background and Organizational Structure

KPBSD as a district operates 42 diverse schools comprised of approximately 8400 students and 1200 staff. Although a distinct government entity from the Kenai Peninsula Borough (KPB), KPBSD and KPB have long maintained a tightly integrated relationship. KPB owns the majority of the buildings and internal cable plant that KPBSD operates its schools with as well as the Soldotna data center that houses core IT infrastructure for both organizations. KPBSD maintains a robust wide area network (WAN) connecting schools spread across southcentral Alaska with digital resources essential for education; KPB in turn utilizes this WAN to reach some of its remote facilities located near KPBSD schools. Both organizations have made efforts over prior years to standardize common IT infrastructure where able and have benefited greatly from the overlap in knowledge between technical staff of the two organizations as a result.

KPBSD and KPB operate separate networks that share the same private IP space with a single demarcated connection between the two entities in the Soldotna data center to support shared resources that must traverse between organizations. The cybersecurity assessment project the District is seeking proposals for through this RFP is to be solely administered by KPBSD and centered on KPBSD as an organization with focus on KPB's operations only as they pertain to KPBSD (e.g. network interconnects and other shared network resources).

Scope of Work

The Kenai Peninsula Borough School District is requesting proposals for a cybersecurity assessment to conduct a comprehensive review of its current organizational cybersecurity, develop a cybersecurity improvement plan based on information gathered through the assessment process, and to provide technical recommendations appropriate to a public-sector K-12 school district.

The scope of work for this assessment shall include the following:

1. Perform an analysis of the District's current cybersecurity program including, but not limited to:
 - a. Device level security for equipment such as routers, switches, wireless infrastructure, cameras, and printers
 - b. OS level security including local security policies, group policy, and patch management
 - c. Network Security such as firewalls and content filtering
 - d. Security safeguards relating to other core infrastructure such as Active Directory, VOIP PBX, file servers, etc.
 - e. Application level security for Line of Business applications including, but not limited to HR, Finance, Student Records
 - f. Disaster recovery and Continuity of Operations
 - g. Review training and user processes and provide recommendations for additional steps to prevent phishing, social engineering, and similar steps to protect the district

2. Perform an analysis of current IT policies and procedures:
 - a. Identify deficiencies in existing policies and procedures
 - b. Identify policies and procedures that are lacking
 - c. Provide samples of policies and procedures that are needed

3. Recommend priorities and items for improvement to the cybersecurity program.

The scope of work for this assessment may optionally include (should the vendor elect to incorporate into their proposal) the following:

- a. Penetration testing
- b. Other recommended assessment tasks as recommended by the vendor

Deliverables:

1. A confidential assessment report that provides all results of the assessment including any specific deficiencies identified and recommendations for remediation.
2. A prioritized list of recommendations to improve the District's cybersecurity posture to aid the Information Services department in risk mitigation.
3. An Executive summary report that will not contain any information which could compromise the cybersecurity of the District

The successful firm will determine the method for evaluating the current cybersecurity posture, however such methods should include interviews with IT staff and users, evaluation of current equipment and capabilities, and should include current best practices and guidance in the recommendations. All recommendations should consider the District's operational scale and should be optimized to use available resources. Resource deficiencies should be identified, and options to resolve must be provided.

Additionally, all recommendations should be paired with "actionable" resolutions. This could be in the form of sample policies, where policy recommendations are made, or in the form of specific configuration recommendations, where configuration is deemed lacking. Recommendations for configuration changes should include probable caveats, though the District understands that testing will be required before implementing recommended changes.

Additional Information

Currently, the Information Services department handles cybersecurity issues in-house, and does not currently have an outside firm providing services.

The District currently manages its own datacenter and network gear, with most wide-area connections managed by local telecommunications providers connecting our 42 schools back to it.

The District has not formally implemented a cybersecurity framework; however, is gradually working towards adherence to NIST standards.

PROPOSAL TRANSMITTAL FORM

This form must be completed and returned with the offeror's proposal

BUSINESS NAME: _____

MAILING ADDRESS: _____

CITY / STATE / ZIP: _____

PHYSICAL BUSINESS ADDRESS: _____

CITY / STATE / ZIP: _____

CONTACT PERSON FOR THIS SOLICITATION: _____

TELEPHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

ALASKA BUSINESS LICENSE #: _____ FEDERAL TAX ID #: _____

CERTIFICATION

I certify that I am a duly authorized representative of the business listed above and that the information and materials enclosed with this proposal accurately represent the capabilities of the business to provide the services and facilities indicated in compliance with the requirements of the solicitation.

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 90 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items on which prices are offered at the price set opposite each item, within the dates specified in the solicitation.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ PRINTED TITLE: _____

APPENDICES

Table of Contents

1. SLCGP Program Requirements
2. State of Alaska SLCGP Webpage Address

Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the subrecipient are eligible and allowable expenditures consistent with the grant guidelines for this project. The subrecipient shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the subrecipient understanding, acceptance, and compliance with Acknowledgment of Federal Funding; Lobbying; Debarment, Suspension, EHP, BABAA, and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities and not replace those funds that have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The subrecipient shall ensure the accounting system used allows for the separation of fund sources. These grant funds cannot be commingled with funds from other federal, state, or local agencies, and each award is accounted for separately.

(E) The subrecipient shall comply with the requirements under 2 CFR 25.110 to maintain and keep subrecipient information current within the System of Award Management (SAM). Also, the subrecipient has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.

(F) The subrecipient shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990.* Per Executive Order 13166, the subrecipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The subrecipient is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). Executive Order 13347, *Individuals with Disabilities in Emergency Preparedness*, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Executive Order 13224 prohibits transactions with and support organizations associated with terrorism. Energy Policy and Conservation Act, the National Environmental Policy Act (NEPA) of 1969, and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, the Trafficking Victims Protection Act of 2000, the Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304, and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.

(G) The subrecipient certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients under \$25,000.00 or fewer than 50 employees.

(H) The subrecipient certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) It is the responsibility of the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
<https://ecfr.io/Title-2/Part-200>
2. Cost Principles
2 CFR Part 200 Subpart E Cost Principles
[Title 2 Part 200 Subpart E - Code of Federal Regulations \(ecfr.io\)](https://ecfr.io/Title-2/Part-200-Subpart-E)
3. Audit Requirements
2CFR Part 200 Subpart F Audit Requirements
[Title 2 Part 200 Subpart F - Code of Federal Regulations \(ecfr.io\)](https://ecfr.io/Title-2/Part-200-Subpart-F)
 - a. Federal: The subrecipient agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - b. State: If the subrecipient is an entity that received state financial assistance, the subrecipient shall submit to the State

Coordinating Agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.

- c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 - 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 - 3) Subrecipients will provide compliance evidence to DHS&EM from the State Audit Coordinator before any payment will be processed.
 - 4) DHS&EM may process on-behalf-of (OBO) payments to vendors for costs directly associated with the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient's failure to comply with the Single Audit requirement.
 - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result in loss of funding for the entire project.
 - a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification.
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify any of the statements in this certification, he or she shall attach an explanation to this application.
 - 5) Domestic Preferences for Procurement. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its FEMA award, provide a preference for the purchase of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
5. Conflict of Interest
2 CFR Part 200.112 – the subrecipient must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - A. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - B. 38 U.S.C. §3801-3812 details the administrative remedies for false claims and statements made.
 - C. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 FR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D
9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.
11. Reducing Text Messaging while Driving.

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

12. **Reporting of Matters Related to subrecipient Integrity and Performance**
If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.
13. **Reporting Subawards and Executive Compensation**
All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.
14. **SAFECOM**
All subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
15. All subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
16. John S. McCain National Defense Authorization Act of Fiscal Year 2019. Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors– prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

State of Alaska SLCGP Webpage Address

Additional information about the State and Local Cybersecurity Grant Program (SLCGP) administered by the State of Alaska can be obtained at: <https://ready.alaska.gov/Grants/CGP>