



FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

PUBLIC NOTICE

SOLICITATION NO: RFP# 25-R0002; Cybersecurity Risk Assessment

The Fairbanks North Star Borough School District will receive proposals for:

Cybersecurity Risk Assessment

BUDGET: Not to exceed \$68,110.00

A pre-proposal conference for the discussion of specifications will be held at the Purchasing Department on 3/04/25, at 8:00am.

Proposals will be received at the District Purchasing Office located at the School District Administrative Offices, 520 Fifth Ave, Fairbanks, AK 99701, until **3/11/25, at 4:30pm.**

Specifications and related RFP documents may be obtained at the Purchasing Department in person or by telephoning (907) 452-2000, Ext 11341 or emailing purchasing@k12northstar.org, to request a copy be mailed or otherwise transmitted. Questions concerning this procurement shall be directed to the attention of:

Emily Proper
Purchasing Agent



FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

REQUEST FOR PROPOSAL - COVER SHEET

Solicitation No: RFP# 25-R0002

The FNSB School District will receive proposals for:

Cybersecurity Risk Assessment

Proposals must be received at the Purchasing Office, 3rd Floor of the Administrative Center, 520 Fifth Ave., prior to: **3/11/25, at 4:30pm.**

A pre-proposal conference will be held in Room 322 near the Purchasing Office at 8:00am, on 3/04/25.

Option to join via Zoom; **Meeting ID: 849 4692 4085, Passcode: 862088**

<https://k12northstar-org.zoom.us/j/84946924085?pwd=aRXvdLc3JR9Z6wWGQeqMCzsFxd3Xb.1>

This RFP solicitation consists of the sections listed in the table of contents, which will be part of any resulting contract. Questions concerning this procurement shall be directed to purchasing@k12northstar.org; attention to: Emily Proper, Purchasing Agent

Proposals shall be submitted as specified herein under **this Cover Sheet.**

Sincerely,
Emily Proper

Business Name: _____

Alaska Business License No.: _____

Mailing Address: _____

Business Address (Street Address): _____

Signature: _____

Typed/Printed Name: _____

Phone Number: _____

Fax Number (if any): _____

Email: _____

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SECTION I - INSTRUCTIONS TO OFFERORS

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1. INTRODUCTION

The Fairbanks North Star Borough School District (FNSBSD) hereinafter referred to as the "District" or "Buyer" will receive proposals from firms having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area or other disciplines directly related to the proposed service. Other information required by the School District is specified in the "CONTENTS OF PROPOSAL" clause included in this RFP. A selection committee shall review and evaluate all replies and identify the firm(s) that constitute the "competitive range". The firm(s) included in the competitive range may be invited to submit more detailed information, make oral presentations, and/or enter into competitive negotiations. A contract will be offered to the qualified offeror that makes the most attractive offer to the School District based on the evaluation factors specified herein.

2. ORGANIZATION OF RFP DOCUMENT

This RFP is organized into three sections:

Instructions to Offerors;
Scope of Work (SOW); and
General Provisions.

The description of the desired outcomes, specifications, and requirements are included in the Scope of Work. The General Provisions section is included to provide the offeror with the standard contract clauses included in any contract of this type. Unless otherwise specified in this RFP neither the SOW nor General Provisions are binding. Clauses in these sections may be deleted, modified, or new clauses added in your proposal or during the negotiation phase of this procurement. Any changes in existing language must be identified in your "ACCEPTANCE OF CONDITIONS" submittal tab. Offerors are placed on notice, however, that a proposal that complies with these clauses (few or no exceptions stated and a plan that meets the needs of the District as specified in the scope of work) will likely score higher than a proposal with exceptions and a deviation from the stated needs.

3. **SOLICITATION REVIEW**

Offerors shall carefully review this RFP for defects or ambiguities. Offeror's comments concerning defects or ambiguities in the RFP must be made in writing and received by the Buyer at least four (4) working days before the proposal opening date. Such comments will allow time for an addendum to be issued, if one is required. Offerors should send any such comments to the Buyer listed on the front of this RFP. Offerors' protests, or contract disputes based upon any omissions, ambiguities, errors, or the content of the RFP will not be considered if not made known prior to the proposal opening date.

4. **INTERPRETATION OR REPRESENTATIONS**

The FNSB School District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written addendum to the RFP. No oral interpretation will be made to any Offeror as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Buyer. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to an offeror will be in the form of an addendum to this solicitation, but it shall be the offeror's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract and all offerors shall acknowledge receipt of the addenda. Failure to acknowledge receipt of the addenda may be cause for rejection of the proposal as non-responsive.

5. **PROPOSAL FORMS**

Offerors will submit the Request for Proposal (RFP) Cover Sheet to this solicitation with their proposal Enclosures A-K, and completed Attachment 1, as provided herein. Forms submitted must be complete, legible, and signed by an individual authorized to bind the firm.

6. **PRE-PROPOSAL CONFERENCE**

Pre-proposal conferences are held to give offerors an opportunity to address ambiguities, defective specifications, and other concerns contained in the proposal document. The purpose is to identify and resolve issues that have the potential of generating an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the FNSB School District's attention at the pre-proposal conference, or as stated in the "Solicitation Review" clause above, protests or appeals of award based on alleged defective specifications will not be favorably considered.

7. **SUBMITTING PROPOSALS**

Proposals may be Emailed, or mailed.

- a. **Submitting by Email:** Email bids to purchasing@k12northstar.org; the **Solicitation number must be noted in the Subject Line on related emails**. Offerors are encouraged to request email confirmation of proposal receipt.
- b. **Submitting by Mail:** Envelopes containing proposals must be marked and addressed as shown below. Envelopes with proposal numbers written on the outside will not be opened until the scheduled date and time. Proposals must be received prior to the opening date and time.

| Offeror's Return Address
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

FNSB School District
Purchasing Department, 3rd Floor, Suite C
520 Fifth Ave.
Fairbanks, Alaska 99701

RFP No: (insert the request for proposals number on your envelope)
Opening Date: (insert the opening date on your envelope)

- c. Neither the Fairbanks North Star Borough School District nor its officers or employees shall be responsible for the premature opening or failure to open a proposal which is not properly addressed and identified.
- d. The FNSB School District Purchasing Department is located on the 3rd Floor at 520 Fifth Ave., Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday or holidays. The ultimate responsibility for the delivery of the proposal document lies with the offeror. The FNSB School District shall make no concession regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the offeror.
- e. Offerors are encouraged to mail return proposals at least five (5) working days prior to proposal opening. Proposals mailed less than five (5) working days before opening should be sent by Postal Express, UPS, FedEx, or similar service. This is a suggestion only to minimize late proposals received and does not negate the aforementioned disposition of late proposals.

8. CONTENTS OF PROPOSAL

Offerors will submit their Proposal under the Request for Proposal (RFP) Cover Sheet with their proposal Enclosures A-K, and completed Attachment 1, as provided herein.

The District may request an electronic copy of a Proposal from any offeror submitting a paper copy; which may be sent to a designated Purchasing Official via email upon the Buyer's request. Offerors shall present their responses to the items in the order that the items are listed in the solicitation, identifying each response by the TAB letter or numeral. Failure to submit proposals in the format specified below shall be considered just cause for rejection of the proposal at the sole discretion of the District. Brochures or other promotional presentations beyond that sufficient to present a complete and effective proposal are not desired. Expensive and elaborate marketing material, artwork, paper, or binding, are not desired, or necessary. The proposal shall include as a minimum, the following items, in the following order:

(1) RFP Cover Sheet

(2) TABs ITEM

- A. Management Summary.
- B. Program Methodology. .
- C. Corporate Experience and Capacity.
- D. Personnel. Attach the resumes of the key personnel.
- E. References. Provide at least five (5) references for contracts of similar size and scope.
- F. Sample Reports.
- G. Acceptance of Conditions. Indicate any exceptions to the clauses contained in the RFP solicitation.
- H. Additional Data. Provide any additional information that will aid in evaluation of the Proposal.
- I. Pricing. Fixed Fee Price, to include all costs.
- J. Amendment Acknowledgement.
- K. Non-Collusion Certificate.

(3) Attachment 1

9. **RECEIPT AND OPENING OF PROPOSALS**

- a. Proposals received prior to the advertised hour of opening will be kept secured. The District representative whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered.
- b. No responsibility will attach to the District or its representatives for the premature opening of, or the failure to open, a proposal not properly addressed and identified in accordance with the instructions contained herein.
- c. At the time and place fixed for the opening of proposals, the School District's representative will cause the proposals to be opened and recorded. The number of offers received, the identity of offerors, or the contents of a proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for award has been prepared for the School Board.

10. **LATE PROPOSALS**

Proposals received after the exact date and time specified for opening shall not be considered, and shall be held unopened by the FNSB School District until after the award of the contract. The District reserves the right, at its discretion, to consider proposals which have been delayed or mishandled by the District.

11. **PRICES**

- a. The offeror shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided without further cost.
- b. Prices quoted in proposals must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the FNSB School District, the offeror may list such taxes separately, directly below the proposal price for the affected item.
- c. The School District shall receive the benefit of any general reduction in Seller's price prior to delivery and in no event shall the District be charged higher prices than the Seller's similar customers who take delivery in substantially the same amounts and substantially similar circumstances.

12. **CONTRACTOR'S TAX ID NUMBER**

If goods or services procured through this RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the District before payment will be made.

13. **MODIFICATION, CORRECTION, OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified, corrected, or withdrawn on written, email, FAX or telegraphic request received prior to the time fixed for the Proposal opening, provided that written confirmation of any withdrawal over the signature of the offeror is placed in the mail and postmarked prior to the time set for proposal Opening. Proposals may not be modified or corrected verbally. The offeror bears the same responsibility for delivery of proposal modifications, corrections, or withdrawals as for the original document. All modifications, corrections, or requests for withdrawal must be clearly marked as such. Any attempt to make additions, deletion, corrections, or withdrawals of the proposal not in compliance with these provisions may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the proposal.

14. **EVALUATION OF PROPOSALS**

a. Evaluation Factors. Evaluation of proposals will be based upon the following factors:

- i. Accuracy and Completeness of information presented in Proposal
- ii. Capacity to fulfill Scope of Service
- iii. Technical merit of program offered
- iv. Total cost

The District will select the offeror whose proposal represents the best value, reflecting what we believe represents the best combination of technical quality and price as demonstrated by the information included in the Proposal.

The FNSBSD retains the sole right to determine the quality of the offer, significance of technical factors, and the best value for the District.

b. Negotiations

Offerors are asked to provide their best offer to include pricing as their initial submittals. The School District desires to award a contract based on the initial submissions and offerors should not rely on the negotiation process to modify their offers. However, the District may conduct negotiations in accordance with the following at the District's option:

- i. With the offeror of the most attractive proposal in an attempt to modify the proposal to be acceptable to the District.
- ii. With the offerors who have submitted proposals that are within the established competitive range; or
- iii. With all offerors.

Negotiations, if conducted, will occur after the opening date of the request for proposal. Offerors shall be accorded fair and equal treatment during negotiations with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

c. Best and Final Offer

Upon completion of negotiations, if any, the School District may call for "best and final offers" (BAFO) at its discretion.

15. **CONTRACT DOCUMENTS**

If a formal contract is not prepared upon award, the final agreement shall include and shall constitute the entire agreement:

- a. This RFP;
- b. Amendments to this RFP (if any);
- c. Offeror's proposal;
- d. Amendments to the Offeror's proposal and/or BAFO generated during the negotiation process.

If a formal contract is prepared and executed, it shall constitute the final agreement.

16. **AWARD OF CONTRACT**

- a. The resulting contract will be awarded to the responsible offeror submitting the most attractive proposal as determined by the evaluation factors and complying with the requirements of this

solicitation, provided his proposal is reasonable and it is in the best interest of the School District to accept it. The School District, however, reserves the right to reject any and all proposals and to waive any informality or irregularity in proposals received whenever such rejection or waiver is in the School District's interest.

- b. The School District reserves the right to accept or reject any or all items of any proposal, where such acceptance or rejection is appropriate and does not affect the basic proposal.
- c. The School District reserves the right to reject any or all proposals, to waive deviations from the specifications and to waive informalities in the proposals received whenever such rejection or waiver is considered to be in the best interest of the School District.
- d. The School District reserves the right to reject the offer of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the proposal of an offeror who is not, in the opinion of the School District, in a position or qualified to perform the Contract; and any or all offers when such rejection is in the interest of the School District.
- e. Award in part or in whole is contingent upon available funding.
- f. A contract will be awarded by issuing a School District Purchase Order to the successful offeror.

17. **ACCEPTANCE PERIOD**

To provide time for evaluation of offers received and approval of proposed awards, all offers submitted shall remain valid for a period of 60 days.

Any extension of this 60 days acceptance period shall be requested by the District in writing.

18. **AGGRIEVED OFFERORS**

The administration shall make available its recommendations for award by 12:00 Noon, on the Wednesday preceding the scheduled Tuesday School Board meeting for formal solicitations requiring School Board approval. Any aggrieved offeror may appeal to the School Board in writing, for those proposals requiring School Board action, the award of a contract. The appeal must be received by the Superintendent's office prior to 12:00 Noon on the day of the School Board meeting at which award of the contract is to be made. The appeal must include the name of the person submitting the protest, the name of the offeror represented by that person, the specific proposal which is being appealed and a detailed explanation of the reasons for the appeal. The aggrieved offeror must serve all other offerors with the notice of appeal in order to afford them the opportunity to rebut. Failure to give written notice of the appeal provided herein constitutes a waiver by the aggrieved offerors right of any objections to the award.

For informal solicitations, public notice of award will be made through notification to the Awardee and posting a Notice of Intent to Award to the School District's "Bid Board" located outside the Purchasing Dept. in the Administrative Center.

19. **ORDER OF PRECEDENCE**

The following order of precedence shall govern in the event of a conflict between documents of this Solicitation:

- a. Section II entitled "Scope of Work".
- b. Section III entitled "General Provisions Service Contracts".
- c. Section I entitled "Instructions to Offerors".

SECTION II - SCOPE OF WORK (SOW)

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1. SCOPE

A. Security Program Assessment

Perform a security program risk assessment of the FNSBSD's current information security program, including the structure, enforcement, and implementation, with identified risks mapped to the National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF) 2.0.

Review overall maturity of documented practices and procedures of the existing information security program, assess the security of infrastructure, and identify potential risk to the District as related to people, process, and technology. The assessment must cover all Cybersecurity Framework Core Functions from the NIST CSF 2.0, including: GOVERN, IDENTIFY, PROTECT, DETECT, RESPOND, and RECOVER; additional Categories and Subcategories is not required.

With regard to the applicable Payment Card Industry Data Security Standard (PCI), FERPA, and HIPAA regulations, the scope of the project will include evaluation of:

- All full-time employees (approximately 2,000)
- Up to 12 key stakeholders for interviews, to be identified at a later date.

Upon completion of the evaluation, the contractor shall create a written report summarizing risks and recommended remediation efforts, including a suggested security roadmap. Additionally, the contractor shall provide a technical presentation to the FNSBSD Technology Department, to review and discuss the results and recommendations. The contractor shall prepare an Executive summary (non-technical) report to present to Administration upon request.

B. External Penetration Testing

Conduct an external penetration test against public internet-facing services, including reconnaissance, initial compromise, privilege escalation, lateral movement, and targeted objectives. External penetration testing is to be conducted from outside the District's network to simulate an external attacker.

Denial-of-service (DoS) attacks, or other methods that would be disruptive or destructive to District services are prohibited.

- The District currently hosts 27 active hosts within our /22 IP block
- Objectives include:
 - Password spraying using data from open source intelligence gathering (OSINT)
 - Attempt to gain access remotely via web portals
 - Attempt to gain access via other remotely exposed services
- Testing may be conducted during business hours.

After successful exploitation, any tools, access methods, or other artifacts added to the targeted systems should be fully documented and removed.

Create a written report documenting all successful attack paths, systems and users compromised and the methods used, and suggested remediation and mitigation steps. Additionally list any tools, access methods, or other artifacts that could not be removed.

C. Internal Penetration Testing

Conduct an internal penetration test against the District's internal network, including reconnaissance, initial compromise, privilege escalation, lateral movement, and targeted objectives. Internal penetration testing is to be conducted from within the District's network to simulate an attacker who has gained access to it. Denial-of-service (DoS) attacks, or other methods that would be disruptive or destructive to District services are prohibited.

- 1 AD domain with 16,000 users
- Objectives include:
 - Attempt to gain domain admin access
 - Attempt compromise of domain controller, and perform password analysis
 - Perform a search for the first instance of any sensitive data, such as PII, PHI, credentials, or financial information
- Testing may be conducted during business hours.

After successful exploitation, any tools, access methods, or other artifacts added to the targeted systems should be fully documented and removed.

Create a written report documenting all successful attack paths, systems and users compromised and the methods used, and suggested remediation and mitigation steps. Additionally list any tools, access methods, or other artifacts that could not be removed.

2. BACKGROUND

In accordance with best practice, the FNSBSD seeks to maintain the integrity of our cybersecurity program. The Budget for this project may not exceed \$68,110.00.

3. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall provide all necessary software tools and utilities necessary for the security assessment and penetration testing. The Contractor shall also provide all necessary hardware, except in the case of running a virtual appliance, in which case the District shall provide the virtualization platform.

B. Confidentiality

Contractor shall ensure the confidentiality, protection and preservation of the School District's Confidential Information (defined below) and information of a confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to Contractor for its performance of services under this Contract, all related subordinate agreements, and its cyber security assessment and audit of the School District's network equipment, and associated software, information and documentation (collectively, the "Purpose").

- a. "Confidential Information" means all non-public information, material, or documents, of any kind obtained from, or on behalf of, the School District through any medium that is:
 - i. Designated in writing as "confidential" or "private" at the time of its disclosure; or
 - ii. The School District's sensitive security information, technical data, programs, software (including configuration or source codes), technical information, screen shots, student records, employee records, computer network, or architectural or engineering information; or
 - iii. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the School District, or is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract; or
 - iv. Any School District information security record the disclosure of which would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of the School District; or
 - v. Information obtained by Contractor and relating to the School District during the course of Contractor's performance of the Contract, any related subordinate agreements, or the Purpose, that a reasonable person knows or reasonably should understand to be confidential, and is treated confidential by the disclosing party.
- b. Obligations of Confidence: Contractor agrees as recipient of School District's Confidential Information that it will:
 - i. Not disclose such Confidential Information to any third parties, and
 - ii. Exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Contract, that Contractor generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.
- c. Limited Permitted Use and Disclosure: Contractor may possess, use, and disclose School District's Confidential Information only as follows:

i. Possession and Use: Contractor may possess, use and reproduce Confidential Information solely for the Purpose. The Purpose shall not include disclosure except as expressly permitted in (ii) and (iii) below. Contractor shall not use the Confidential Information for any other purpose. Contractor shall not disassemble, decompile or otherwise reverse engineer any samples, prototypes, software or other tangible objects provided by the School District hereunder. If Contractor is provided with a copy of the School District's software/firmware or hardware products, Contractor may use and operate such products solely for its own internal testing and evaluation regarding the Purpose. Any information derived from testing and evaluating the School District's products will be deemed Confidential Information, and the sole property of the School District.

ii. Contractor may, with the express written consent of the School District, disclose Confidential Information to its Affiliates (defined below) and employees on a strict "need to know" basis and solely for the Purpose and in the course of providing the services to School District, provided that each such entity/person to whom such disclosure is made is notified of the confidential nature of the disclosure and is under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Contract. "Affiliate" means Contractor's parent or subsidiary company or a corporate affiliate that controls, is controlled by or under common control with Contractor.

iii. Legally Required Disclosure: Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies School District of such order in writing; and (ii) reasonably cooperates with School District in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to School District.

iv. Return or Secure Destruction of Confidential Information: Upon the earlier of: the expiration of this Contract or the request (at any time) of School District, the recipient Party shall, at the School District's option and pursuant to the School District's written authorization, either:

(a) promptly securely destroy all copies of the Confidential Information obtained from the School District or furnished to the Contractor, or Contractor's approved Affiliates and employees, and confirm such destruction to the School District in writing, or

(b) return to the School District all Confidential Information obtained from the School District or furnished to the Contractor, and Contractor's approved Affiliates and employees, and confirm such return to the School District in writing.

v. Exceptions to Confidentiality: Notwithstanding any other provisions of this Contract, each Party acknowledges that Confidential Information shall not include any information which:

(a) is now or becomes part of the public domain through no fault or omission of the Contractor;

(b) is already known by the Contractor prior to the disclosure without restriction on disclosure;

(c) is lawfully received, without obligation of confidentiality, by the Contractor from others; or

(d) is independently developed by or for the Contractor without use of or reference to the School District's Confidential Information.

- d. Responsibility for Others: Contractor shall be fully responsible for the acts, omissions, breaches, violations of law, and unauthorized uses or disclosures of the School District's Confidential Information by its employees and duly approved Affiliates, agents, and subcontractors (all, as relevant and if any).
- e. Survival of Confidentiality Obligations: Contractor's confidentiality obligations in this Contract and the obligations herein shall survive the termination or expiration of the School District Cybersecurity Assessment & Audit Services Contract and all related subordinate contracts. Contractor shall keep the School District's Confidential Information confidential indefinitely.

4. DISTRICT'S RESPONSIBILITIES

The District shall designate a primary contact, to be available to coordinate communication between the parties. The District shall accommodate requests for necessary access to Buyer furnished property. Upon request, the District shall provide timely policy information and documentation requested for audit purposes.

5. OTHER TERMS

This RFP and subsequent contract are subject to regulation under **2 CFR 200 (Code of Federal Regulations)**. The Seller shall agree to, and comply with the terms of the Vendor Certification, hereby included as Attachment 1, as it applies to Federal Grant awards.

6. CONTRACT PERIOD OF PERFORMANCE AND SCHEDULE

Services shall commence on March 20, 2025, or upon receipt of authorized Purchase Order, whichever is later, and shall be completed within (90) days. Contractor shall invoice upon completion of project and shall allow net (30) terms for receipt of payment.

7. CONTRACT ADMINISTRATOR

Director of Information Security; Travis Veazey

travis.veazey@k12northstar.org

907-452-2000 x11375

or, 907-328-0622

SECTION III - GENERAL PROVISIONS SERVICE CONTRACTS

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1. **APPLICABLE LAW AND DISPUTES**

Any dispute with respect to this contract shall be governed by the laws of Alaska and FNSB School Board Policies. Any appeal of an administrative order and any original action to enforce any provision of this agreement or to obtain any relief from remedy in connection with this agreement may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

2. ASSIGNMENT AND SUBCONTRACTING

This Contract or any interest hereunder shall not be assigned or transferred by the Seller without the prior written consent of the Buyer and subject to such terms and conditions that the Buyer may impose. The Buyer shall not consent to any proposed assignment unless and until the Seller furnishes the Buyer with two (2) executed copies of the assignment. The Seller shall not subcontract the furnishing of any of the complete or substantially complete items required by this Contract, without the prior written approval of the Buyer.

3. AUDIT OF RECORDS

Seller shall keep adequate records of direct labor costs and all other costs of the performance of this Contract, which shall be subject to audit by the Buyer in the event of termination for convenience or with respect to any work for which the price or any part thereof is based on time and cost of materials.

4. BANKRUPTCY

The Buyer may terminate this Contract in whole or in part by written or telegraphic notice:

- a. If the Seller shall become insolvent or make a general assignment for the benefit of creditors; or
- b. If a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated with ten (10) days after it is filed.

Termination under this clause shall be in accordance with "Termination for Default" clause.

5. BUYER FURNISHED PROPERTY

a. Furnished Property

The Buyer shall deliver to the Seller for incorporation into the work to be performed, only the property described in the SOW as Buyer furnished property, hereinafter referred to as "property". All property shall be identified as property of the Buyer. The property shall be used exclusively on the work required by this Contract. The Seller shall establish procedures for the inventorying, storage, maintenance, and inspection of the property. Records of such shall be made available to the Buyer upon request.

b. Delivery

The performance schedule of this Contract is based upon the premise that property suitable for use will be delivered to the Seller at the times stated in the SOW or, if not so stated, in sufficient time to enable the Seller to meet the performance schedule. If the property is not delivered to the Seller by such time or times, the Buyer shall, upon timely written request made by the Seller, make a determination of the extent of the delay, if any, incurred by the Seller thereby, and shall equitably adjust the performance schedule or the Contract price, or both, and any other contractual provision affected by such delay, in accordance with the "Changes" clause. If the property is received by the Seller in a condition which makes it not suitable for its intended use, the Seller shall, upon receipt thereof, notify the Buyer of such fact. Upon such notice, the Buyer shall advise the Seller of the disposition to be made of the property and issue a change order, with respect to such property, under the "Changes" clause.

c. Risk of Loss

The Seller assumes the risk of, and shall be responsible for, any loss or damage to property furnished under this clause upon its delivery to the Seller. Seller shall maintain adequate insurance to cover this risk.

d. Access

The Buyer, and any persons designated by the Buyer, shall at all reasonable times have access to the premises where the property is located for the purpose of inspecting the property.

e. Changes in Property

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

- i. By notice in writing, the Buyer may:
 - (1) increase, decrease or withdraw the property provided or to be provided by the Buyer under this clause, or
 - (2) substitute other property for property to be provided by the Buyer. The Seller shall promptly take such action as the Buyer may direct with respect to the removal and shipping of property delivered and later withdrawn by such notice.
- ii. Upon any increase, decrease, withdrawal or substitution of property pursuant to paragraph E.1 above, the Buyer, upon the written request of the Seller or on the Buyer's own accord, shall equitably adjust such contractual provisions as may be affected by the increase, decrease, withdrawal or substitution in accordance with the "Changes" clause.

f. Title

Title to all property shall remain in the Buyer.

6. **BUYER'S INSPECTORS**

The work shall be subject to inspection by the Buyer's appointed inspectors to insure strict compliance with the terms of the Contract. The inspectors are not authorized to change any provision of the specifications or any other part of this Contract without written authorization of the Buyer, nor shall the presence or absence of an inspector relieve the Seller from any requirements of the Contract.

7. **BUYER'S RIGHT TO USE INFORMATION DISCLOSED BY SELLER**

Unless otherwise expressly set forth to the contrary in this Contract, the Buyer shall have the right to use and have used, for any purpose, unpatented information concerning the services performed by the Seller hereunder which Seller may disclose to the Buyer during performance of this Contract if such information is furnished without restrictions on its use.

8. **CALENDAR DATES**

All periods of days referred to in this Contract shall be measured in calendar days.

9. **CHANGES**

The Buyer may, at any time, and from time to time, by a written order, make changes, within the general scope of this Contract, including but not limited to the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by any such order, an equitable adjustment may be made in the Contract price or performance schedule, or both, and the Contract shall be modified by mutual written agreement. Any claim by the Seller for adjustment under this clause must be asserted, by the Seller, in writing within fifteen (15) days from the date of receipt by the Seller of the written Change Order unless the Buyer grants, in writing, an extension to the fifteen (15) day period. Where the cost of property made obsolete or excess as result of a change is included in the Seller's claim for adjustment, the Buyer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the "Applicable Law and Disputes" clause. Charges for any extra work or material will not be allowed unless made pursuant to this clause.

10. **CLAUSE HEADINGS**

The headings and subheadings of clauses contained herein are used for convenience and ease of reference and shall not limit the scope or intent of the clause.

11. **CONFIDENTIAL RELATIONSHIP**

The Seller shall treat as confidential all information supplied by Buyer or obtained by the Seller as a result of performance under this Contract unless such is in the public domain. The Seller shall not disclose any information related to this Contract to any person not authorized by the Buyer in writing to receive it.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

12. CONTINUITY OF SERVICES

The Seller recognizes that: (1) the services provided under this Contract are vital to the Buyer's operations, (2) continuity thereof must be maintained at a consistently high level without interruption, (3) upon expiration of this Contract or termination of this Contract for convenience or default, a successor, either the Buyer or another seller, may continue the services performed hereunder, (4) the Seller's cooperation is required in order to effect an orderly and efficient transition to a successor.

13. CONTRACT ADMINISTRATION

Notwithstanding any other provisions of this Contract or any document referenced herein, the Buyer's Director of Procurement, or cognizant Contract Administrator are the only individuals authorized to make the changes in or redirect the work required by this Contract. Where the Buyer's approval is required under the terms of this Contract, it shall be construed to mean the approval of the Buyer's Director of Procurement or the cognizant Contract Administrator. In the event the Seller affects any change at the direction of any other person, the change will be considered as having been made without authority and an adjustment shall not be made in Contract price or performance schedule as a result thereof.

14. DEFINITIONS

As used in this Contract, the following terms shall have the meanings set forth below:

	TERM	MEANING
a.	"Advise"	Advise in writing.
b.	"Appoint"	Appoint in writing.
c.	"Approval"	Approval in writing.
d.	"Buyer"	Person or persons designated in writing who are authorized to act on behalf of the Buyer. This designation shall be made by the Buyer on or before the date work commenced under this Contract.
e.	"Change Order"	A written order signed by the Buyer directing the Seller to make changes in the work without the consent of the Seller.
f.	"Contract Amendment"	A written alteration in any part of the Contract whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties. It includes change orders and notices of termination.
	"Contract Modification"	
g.	"Designate"	Designate in writing.
h.	"Direction"	Direction in writing.
i.	"Includes"	Includes but is not limited to.
j.	"Item"	Hardware, data, software, materials, spare parts and other articles to be delivered or services to be performed.
k.	"May"	May is permissive, however, the words "no person may" mean that no person is required, authorized, or permitted to do the act prohibited,
l.	"Shall"	Shall is imperative.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

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|----|--------------------|--|
| m. | "Scope of Work" | All specifications, drawings, data and other information included or referenced in the Scope of Work. May also be referred to as Statement of Work |
| | "SOW" | |
| n. | "Subcontractor(s)" | All persons, vendors and entities furnishing work, property or services to the Seller for use on this Contract. |
| o. | "Work" | Includes equipment, installation, material and services. |

15. EXCUSABLE DELAYS

The Seller shall not be liable for damages, including liquidated damages, if any, for delays in performance or failure to perform due to causes beyond the control and without the fault or negligence of the Seller. Such causes include but are not limited to, acts of God, acts of the public enemy, acts of the United States Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

16. IDENTIFICATION OF SELLER'S EMPLOYEES

The Seller shall be responsible for furnishing to each employee and for requiring each employee engaged on the work site to display such identification as may be approved and directed by the Buyer. All prescribed identification shall be delivered immediately to the Buyer, for cancellation upon the release of any Seller's employee. The Seller shall include a clause containing the substance of this clause in all subcontracts hereunder.

17. INDUSTRIAL LAWS AND BENEFITS

In all matters relating to this Contract, the Seller shall be acting as an independent contractor. Neither the Seller nor any of the persons furnishing materials or performing work or services which are required by this Contract are employees of the Buyer within the meaning of or the application of any Federal, or State Unemployment Insurance Law, or other Social Security, or any Workmen's Compensation, Industrial Accident Law, or other Industrial or Labor Law. At its own expense, the Seller shall comply with such laws, and assume all obligations imposed by any one or more of such laws with respect to this Contract.

18. INSPECTION OF SERVICES

- a. All services shall be subject to inspection and test by the Buyer, to the extent practicable at all times and places during the term of the Contract. All inspections and tests by the Buyer shall be made in such a manner as not to unduly delay the work.
- b. If any services performed hereunder are not in conformity with the requirements of this Contract, the Buyer shall have the right to require the Seller to perform the services again in conformity with the requirements of the Contract, at no expense to the Buyer. When the defective services performed are of such a nature that the defect cannot be corrected by reperformance of the services, the Buyer shall have the right to: (1) require the Seller to immediately take all steps necessary to ensure future performance of the services in conformity with the requirements of the Contract; (2) and reduce the Contract price to reflect the reduced value of the services performed, If the Seller fails to perform promptly the services again or to take necessary steps to ensure future performance of the services in conformity with the requirements of the Contract, the Buyer shall have the right to either (a) by Contract or otherwise have the services performed in conformity with the Contract requirements and charge the Seller any cost incurred by the Buyer that is directly related to the performance of such services; or (b) terminate this Contract for default pursuant to the "Termination for Default" clause.

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- c. Records of all inspections and tests by Seller shall be kept complete and available to Buyer during performance of this Contract and for such a longer period as may be specified elsewhere in this Contract.

19. **INSURANCE**

Before commencing work, Seller shall procure and maintain insurance of the limits and kinds enumerated hereunder with an insurance company rated as "Excellent" or "Superior" by A. M. Best Company. Certificates of such insurance issued by the Seller's insurance carrier shall be filed with the Buyer before commencement of work and shall set forth the following:

- A. PROFESSIONAL LIABILITY; Limits: \$1,000,000.00 per incident, \$3,000,000.00 aggregate.
- B. COMMERCIAL GENERAL LIABILITY; Limit: \$1,000,000.00, with the FNSB & School District must be listed as an ADDITIONAL INSURED.
- C. CRIME POLICY; Limits: \$500,000.00 Employee Dishonesty, \$500,000.00 Employee Theft and Destruction, \$100,000.00 Forgery and Alteration.
- D. CYBER; Limit \$1,000,000.00.
- E. SEXUAL ABUSE & MOLESTATION; Limit: \$1,000,000.00.
- E. AUTOMOBILE LIABILITY INSURANCE; Comprehensive automotive liability, Limit: \$1,000,000.00 combined single limit.
 - 1. All vendors using motor vehicles must demonstrate compliance with Alaska statutes by providing proof of automobile liability insurance for any autos used to perform services under the contract. If the use of autos is material to the scope of work, e.g. delivery services; the limit in section shall apply. If the use of autos is not material to the scope of work, they shall be insured at no less than the state's minimum limit. Vendors who do not use a motor vehicle for any business purpose, may sign an affidavit to that effect. Affidavit forms are available at Purchasing Department or Risk Management office.
 - 2. If the limits this Section apply the automobile liability policy must cover: All Autos or
 - 3. All owned, non-owned and hired autos
 - 4. Automobile liability insurance for scheduled autos only may or may not be acceptable. If the contractor submits insurance covering only scheduled autos, then
 - a. The insurance coverage must also include all non-owned autos
 - b. The contract must provide a copy of the scheduled vehicles, and
 - c. The contractor must assure the School District in writing that any additional vehicles are covered by liability insurance at the required limits before the vehicles are used for work under this agreement.
- F. WORKER COMPENSATION, Limits: \$100,000.00 each incident, \$500,000.00 disease-policy limit, and \$100,000.00 disease-each employee. In accordance with Alaska statute, all employees of the contractor shall be covered by workers' compensation insurance during the term of the contract with the district.
- G. ALTERNATE COVERAGE: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section
- H. CANCELLATION: The insurer shall send the School District thirty (30) days written notice before it cancels or refuses to renew coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice. The Contractor shall not materially alter their coverage limits, terms or conditions for the coverage requirements set forth in the contract.
- I. INCREASED COVERAGE: During the contract term, the School District might require higher limits of insurance than those listed in this section. If the School District requires such insurance, and the insurer raises its premium as a result of higher limits, then the District will pay the contractor the difference between the old and the new premiums.
- J. Contractor agrees to pay for the insurance specified and agrees to provide the District with a thirty (30) days' notice of cancellation if non-renewal occurs during the contract period.
- K. Certificates of Insurance shall be issued to:
 - Fairbanks North Star Borough and School District
 - ATTN: Risk Management
 - P.O. Box 71267
 - Fairbanks, AK 99707

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

20. LAWS AND ORDINANCES

The Seller shall comply with all applicable laws, ordinances, rules and regulations including Federal, State and Municipal authorities and departments relating to or affecting the work hereunder or any part thereof, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. The Seller agrees to indemnify and hold harmless the Buyer from and against any and all liability or direct consequential damage, including but not limited to, any fines, penalties, or other corrective measures the School District may suffer resulting from any violation by the contractor of such laws, ordinances, rules, and regulations.

21. NON-DISCRIMINATION

The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The Seller shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, the FNSB School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

22. MATERIAL AND WORKMANSHIP

All equipment, material and articles used in the work covered by this Contract are to be of the most suitable grade for the purpose intended. Unless otherwise specified herein, reference to any equipment, material, article, or patented process by trade name, make, or catalog number shall be regarded as establishing a standard or quality and the Seller may, with the Buyer's prior written approval, substitute any equipment, material, article or process which in the judgment of the Buyer is equal to that named.

23. MODIFICATION OF CONTRACT

This Contract contains all the agreements and conditions under which the work is to be performed and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Contract. The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by written modification signed by authorized representatives of the Buyer's Procurement Department and the Seller.

24. NO WAIVER OF CONDITIONS

Failure of the Buyer to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or waiver of any other default of the Seller.

25. NON APPROPRIATION

All funds for payment by the School District under this contract are subject to the availability of Federal, State, and Local grant funding, and annual appropriations by the state legislature and the Fairbanks North Star Borough Assembly. In the event of non-appropriation of funds by the above governing bodies for the services provided under the contract, the School District will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is terminated or spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

be accepted by the contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the School District shall not be obligated under this contract beyond the date of termination.

26. NOTICE TO THE BUYER OF LABOR DISPUTES

- a. Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer.
- b. The Seller shall insert the substance of this clause, including this paragraph (b), in any subcontracts hereunder. Each such subcontract shall provide that in the event of its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the Seller of all relevant information with respect to such dispute.

27. OPERATION AND STORAGE AREAS

All operations of the Seller, including virtual storage of materials, shall be confined to areas authorized or approved by the Buyer. No unauthorized or unwarranted entry upon, passage through, or storage or disposal of data or materials shall be made upon other premises. The Seller shall hold and save the Buyer, its employees, officers and agents, free and harmless from liability of any nature of kind arising from any use, trespass or damage incurred by Seller's operations on premises of third persons.

28. OTHER CONTRACTS

The Buyer may undertake or award other contracts for additional work, and the Seller shall fully cooperate with such other contractors and Buyer's employees and carefully fit its own work to such additional work as may be contracted for by the Buyer. The Seller shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Buyer's employees.

29. PERMITS AND RESPONSIBILITIES

Without additional expense to the Buyer, the Seller shall be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes, and regulations, in connection with the prosecution of the work. The Seller shall be responsible for all damages to persons or property that occur as a result of its fault or negligence. Seller shall take proper safety and health precautions to protect the work, employees of the Buyer and Seller, the public, and the property of others.

30. PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION

The Seller shall use reasonable care to avoid damaging existing buildings, structures, equipment and vegetation on the Buyer's facility. If the Seller fails to do so and damages any such buildings, structures, equipment, or vegetation, Seller shall replace or repair the damage at no expense to the Buyer as directed by the Buyer. If Seller fails or refuses to make such repair or replacement, the Seller shall be liable for the cost thereof which may be deducted by the Buyer from payments due or which may become due to the Seller.

31. PUBLIC RELEASE OF INFORMATION

Unless the prior written consent of the Buyer is obtained, the Seller shall not, except as may be required by law or regulations, in any manner advertise or publish or release for publication any statement or information mentioning the Buyer, or the fact that the Seller has furnished or contracted to furnish to the Buyer the services required by this Contract, or quote the opinion of any employee of Buyer.

32. REMOVAL OF SELLER'S UNSATISFACTORY EMPLOYEES

By written notice, the Buyer may require the Seller to remove from the work any employee the Buyer deems incompetent, careless, or otherwise objectionable.

33. SAFETY

- a. Seller shall be responsible for safety related to and during the performance of the work hereunder. Seller shall insure that its employees and the employees of its subcontractors are notified of

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS

and observe and abide by all safety regulations and laws including but not limited to those issued by the Buyer, and any revisions of the foregoing that may hereinafter be applicable.

- b. Said laws and regulations are minimum requirements for the Seller. Seller shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property. Compliance with such laws and regulations by the Seller, or Buyer's approval of any actions or procedures of the Seller, as provided herein shall not relieve the Seller of its obligations to use due care in performing the work required under this Contract.
- c. Seller shall immediately notify Buyer of any damage to property and/or injury to, or death of, persons which occurs in connection with or is in any way related to the work. Seller shall furnish Buyer a written report of the aforesaid as soon as possible.

34. **SUPERINTENDENCE BY SELLER**

The Seller shall have a competent foreman or superintendent, satisfactory to the Buyer, on the work site at all times during the performance of work. Said foreman or superintendent shall have the authority to act for the Seller.

35. **TAXES**

Unless prohibited by law or otherwise stated to the contrary in this Contract, the Seller shall pay and has included in the price of this Contract, any Federal, State or Local Sales Tax, Transportation Tax, or other similar levy which is required to be imposed upon the work or services to be performed.

36. **TERMINATIONS**

a. **TERMINATION FOR CONVENIENCE**

The School District may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The School District shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

b. **TERMINATION FOR DEFAULT**

If the contractor refuses or fails to prosecute the work or any separate part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the School District may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the School District may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the School District resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the School District in completing the work.

37. **UTILITY SERVICES**

The Buyer will make available to the Seller, from existing outlets and connections, the utilities specified in the SOW. Except as otherwise provided in the SOW, utilities shall be furnished without charge. The Seller shall conserve utilities furnished without charge.

38. **WARRANTY OF SERVICES**

Notwithstanding inspection and acceptance by the Buyer or any provision concerning the conclusiveness thereof, the Seller warrants that all services performed under this Contract shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Buyer shall give written notice of any such defect or nonconformance to the Seller within fifteen (15) days after date of acceptance by Buyer. Such notice shall state either (1) that the Seller shall correct or reperform any

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defective or nonconforming services, or (2) that the Buyer does not require correction or reperformance. If the Seller is required to correct or reperform, it shall be at no cost to the Buyer, and any services corrected or reperformed by the Seller pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If the Seller fails or refuses to correct or reperform, the Buyer may, by contract or otherwise, correct or replace with similar services and charge to the Seller the cost incurred to the Buyer thereby or obtain an equitable adjustment in the Contract price. If the Buyer does not require correction or reperformance, the Buyer shall make an equitable adjustment in the Contract price. Except as otherwise provided herein, the Seller warrants that all articles, materials, and equipment supplied under this contract are new, conform to the specifications of this contract, to be of merchantable quality, are fit for the use intended, and are free from defects in materials and workmanship. The Buyer requires that the Seller honor guarantees and warranties offered by the manufacturer.

39. **PAYMENT**

Unless otherwise stated in the SOW, payment will be tendered after all work is complete, has been inspected by the appropriate School District inspector and found to be in compliance with commonly accepted industry standards, building codes and regulations, and the terms and conditions of this document. Contingent with the above, payment will be made within 30 days of receipt of an invoice by the School District.

40. **INDEMNITY**

Except for claims arising out of acts caused by the sole negligence of the School District, its agents, servants or employees, the contractor agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the contractor, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the School District therefrom.

Proposal Enclosures:

Submittal Tab (A) - Management Summary

Management Summary. Provide a cover letter indicating the underlying operational mission and philosophy of your firm.

Submittal Tab (B) - Program Methodology

Program Methodology. Describe in detail how the service will be provided, including the approach, timeline, workplan, milestones, methods of communication, and deliverables. Include a description of the major tasks and subtasks. If there are any portions of the scope that cannot be accomplished within the allotted budget, indicate as such in this section.

Submittal Tab (C) - Corporate Experience and Capacity

Corporate Experience and Capacity. Describe the experience of the firm in providing these services, including the number of years that the service has been delivered by your firm, accreditations, and certifications. Describe any recent expansions or investments at your firm and their impact on your financial position. What are the biggest financial risks facing your company and how are you mitigating those risks?

Submittal Tab (D) - Personnel

Personnel. Attach the resumes of the key personnel who will be involved in the delivery of the service, including experience, education, and credentials.

Submittal Tab (E) - References

References. Provide at least five (5) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the last three years.

Submittal Tab (F) - Sample Reports

Sample Reports. For a similar sized organization, (a public school district is preferred), provide (1) example for (each): A past audit report, **and** a past penetration test report.

Submittal Tab (G) - Acceptance of Conditions

Acceptance of Conditions. Indicate any exceptions to the clauses contained in the RFP solicitation. Indicate the Section, Attachment, Enclosure, Clause Heading, number, and letter where applicable. Any changes in existing language must be identified in the "ACCEPTANCE OF CONDITIONS" submittal tab.

Submittal Tab (H) - Additional Data

Additional Data. Provide any additional information that will aid in evaluation of the Proposal.

Submittal Tab (I) - Pricing

Pricing. Fixed Fee Price, to include all costs. Pricing submitted is subject to negotiation if you are chosen as a finalist, however the District may determine that negotiations are not necessary and may award a contract based upon your initial response; in which case, pricing is binding. The below table is provided for your convenience.

		Total
Fixed Fee Price, to include: Security Program Assessment External Penetration Testing Internal Penetration Testing Total Cost must include all costs, including, but not limited to, operating software, hardware, equipment, personnel, insurance, travel, storage, and profit.		

Notes:

Submittal Tab (J) - Amendment Acknowledgement

RFP# 25-R0002

Amendment Acknowledgement. Please indicate each amendment received and sign to acknowledge receipt. Return this form with your proposal packet. Failure to acknowledge receipt of amendments may result in a determination of your proposal as nonresponsive.

Amendment No.	Receipt Acknowledged (Signature)	Date

Submittal Tab (K) - Non-collusion Certificate

THE OFFEROR CERTIFIES THAT

- a. THE PRICES IN THIS OFFER HAVE BEEN ARRIVED AT INDEPENDENTLY, WITHOUT, FOR THE PURPOSE OF RESTRICTING COMPETITION, ANY CONSULTATION, COMMUNICATION, OR AGREEMENT WITH ANY OTHER OFFEROR OR COMPETITOR RELATING TO (I) THOSE PRICES, (II) THE INTENTION TO SUBMIT AN OFFER, OR (III) THE METHODS OR FACTORS USED TO CALCULATE THE PRICES OFFERED,
- b. THE PRICES IN THIS OFFER HAVE NOT AND WILL NOT BE KNOWINGLY DISCLOSED BY THE OFFEROR, DIRECTLY OR INDIRECTLY, TO ANY OTHER OFFEROR OR COMPETITOR BEFORE CONTRACT AWARD UNLESS OTHERWISE REQUIRED BY LAW, AND
- c. No attempt has been made or will be made by the offeror to induce any domestic concern, or foreign subsidiary or affiliate of any domestic concern that is controlled by a domestic concern, to submit or not to submit an offer for the purpose of restricting competition, nor will they or have they used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other covered award.

(Signature)

(Title)

(Business Name)

(Date)

ATTACHMENT 1

VENDOR CERTIFICATION

FEDERAL GRANT COMPLIANCE

These provisions apply to the procurement of goods and services using funds under a Federal grant or contract. Specific Federal laws, regulations, and requirements may apply in addition to those under state law; this includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (Code of Federal Regulations, sometimes referred to as the "Uniform Guidance"), Federal Acquisition Regulations "FAR," or Education Department General Administrative Regulations, "EDGAR". All Vendors desiring to contract with the District (buyer) must complete this Federal Grant Compliance Certification Form regarding their willingness and ability to comply with certain requirements which *may* apply to specific purchases using federal grant funds.

RE: [Title 2 Grants and Agreements](#)

Part / Section

Subtitle A Office of Management and Budget Guidance for Grants and Agreements 1 – 299

Chapter II Office of Management and Budget Guidance 200 – 299

Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

For each of the items below, Vendor shall certify their agreement and ability to comply, where applicable, by having their authorized representative check the boxes 1-14, and sign the Signature Page.

1. Vendor Violation or Breach of Contract Terms:

Where applicable, for contracts for more than the [simplified acquisition threshold](#), contracts must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to these General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or District's ancillary contract; any bid or contract submitted by the Vendor must be consistent with and protect the District at least to the same extent as the FNSBSD Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

☐ YES, I agree.

☐ NO, I do not agree.

2. Termination for Cause or Convenience:

For any purchase or contract in excess of \$10,000 made using federal funds, the FNSBSD may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the FNSBSD shall only be required to pay Vendor for goods or services delivered prior to the termination and not

otherwise returned in accordance with Vendor's return policy. If the FNSBSD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

3. Equal Employment Opportunity:

Where applicable, and except as otherwise provided under 41 CFR Part 60, all contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b). The equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#) is hereby incorporated by reference.

Vendor agrees that such provision applies to any Cooperative member purchase or contract in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon & Anti-Kickback:

Where applicable, for all construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at [Sam.gov](#). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that, where applicable, it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards:

Where applicable, for all purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

6. Copyright to Inventions Made Under a Contract or Agreement:

Where applicable, and if the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," copyrights, and any implementing regulations issued by the awarding agency. The buyer shall be granted access to any books, documents, papers, and records of the seller which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Sellers' records shall be retained for three (3) years after final payment.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Where applicable, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

☐ **YES**, I agree.

☐ **NO**, I do not agree.

8. Debarment and Suspension:

A contract award or order must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible

under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

9. Anti-Lobbying Certification:

Vendor certifies that Federal appropriated funds have not and will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, I agree.

☐ **NO**, I do not agree.

10. Procurement of Recovered Materials:

Where applicable, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and shall provide such information and certifications as the District may require to confirm compliance. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to using federal funds. When required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, the District may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing, including any applicable discount, under Cooperative Contracts.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

14. General Compliance and Cooperation:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from the District, it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to a particular purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree.

☐ **NO**, I do not agree.

For the Seller (Name): _____

Authorized Signature: _____ Date: _____