

ADDENDUM NO. 3

This addendum consists of 10 pages

TO: All Plan Holders

FROM: Dan Castimore, IT Manager

DATE: January 13, 2024

SUBJECT: Answers to questions January 12th

Bidders must acknowledge receipt of this Addendum in the appropriate place on the Bid Form. Failure to do so may result in the disqualification or rejection of the bid.

Note: Information in this addendum takes precedence over original information. All other provisions of the document remain unchanged.

Clarifications:

03-101 Clarification

The RFP that was provided was missing two sections, the Fee Proposal form, and the sample contract. Those items will be provided in addendum #4 which will be issued concurrently. The Fee Proposal form is REQUIRED for a submission to be considered complete. This form must be submitted as a separate document as referenced in section 2.6 of the RFP document as well as in addendum #2.

03-102 Extension of time

Due to the failure to include the documents specified in clarification 03-101, the deadline to submit questions is now extended to January 17th at 12:00pm.

Questions:

03-01 Plan Holder Question

"Is this the first time that you will contract a vendor for the services in question? If not, then would a copy of the final contract and amount of the previous successful vendor be available?"

Response: See attachment 1 at the bottom of this document.

03-02 Plan Holder Question

"We are interested in an electronic submission of our response. As outlined in the RFP, please do provide the details of the electronic submission process via an addendum."

Response: Please see addendum #2

03-03 Plan Holder Question

"Which operating system brands can be found in the IT environment?"

Response: Please see answer 01-03 in addendum #1

03-04 Plan Holder Question

"Please provide a high-level technical description of the scope technical infrastructure that you have in place including numbers and makes/types of various devices/computers both on-site and cloud-based/off-site. Please include as much detail as possible so that we can estimate the work involved better."

Response: See answers 01-19, 01-20 in addendum #1

03-05 Plan Holder Question

"Are you also looking for penetration testing? If so, then:

- For an external network penetration test, please provide the approximate number of live external IP addresses in scope.
- For an internal network penetration test, please provide the approximate number of live internal IP addresses in scope.
- For a web application penetration test, please provide the number of web applications in scope. Also confirm if test accounts will be provided.
- For a wireless network penetration test, please provide the number of locations and SSIDs in scope. Also confirm if sampling across locations is permitted.
- Is SCADA/ICS penetration testing in scope? If so, please provide a high-level description of the SCADA/ICS infrastructure in scope.
- Is social engineering in scope? If so, please provide the number of scenarios you'd like to include and the number of end users to be targeted."

Response: This will depend on the selected proposal. We have 16 live external IP addresses, approximately 1000 internal IP addresses. We have approximately 10 web applications, test accounts can be provided. We have around 10 SSIDs in use across 9 locations. We do have a SCADA system in use, we will only discuss this infrastructure with the selected firm.

03-06 Plan Holder Question

"Are you looking for configuration-level reviews of all technical infrastructure elements? If so, then:

- Provide the number of routers in scope and their type.
- Provide the number of switches in scope and their type.

- Provide the same detail for all other RFP listed items including – cameras, wireless equipment, printers, copiers, operating systems, firewalls, IDS/IPS, spam filter, and any other."

Response: This will depend on the selected proposal. See answer 01-39 in addendum #1.

03-07 Plan Holder Question

"Do you currently have a Business Continuity Plan and/or Disaster Recovery Plan in place? If so, when was it last reviewed?"

Response: Nothing formal.

03-08 Plan Holder Question

"How many policies | procedures are currently in place?"

Response: see answer 01-08 in addendum #1.

03-09 Plan Holder Question

"Do you currently have comprehensive IT policies in place? If so, when were they last reviewed?"

Response: See answer 01-08 in addendum #1. They are reviewed annually.

03-10 Plan Holder Question

"Do you currently have a documented cybersecurity program/plan in place? If so, when was it last reviewed?"

Response: Nothing formal

03-11 Plan Holder Question

"One of the requirements to the RFP is sharing work, much like this RFP there are confidentiality clauses that are keeping us from sharing previous work. Is there a way around this?"

Response: You could provide a hypothetical example.

03-12 Plan Holder Question

"Are there any specific concerns or recent incidents that prompted this cybersecurity audit?"

Response: No

03-13 Plan Holder Question

"Regarding the wide area network connections utilized across the 9 facilities, can you provide more detail such as, are there specific considerations for remote or mobile access?"

Response: The 9 facilities are connected to a central point via WAN connections.

03-14 Plan Holder Question

"How is the inventory of devices being managed?"

Response: hybrid of manual and software agents.

03-15 Plan Holder Question

"Are there specific departments or areas that should be looked into more than others?"

Response: No

03-16 Plan Holder Question

"How will City stakeholders be engaged with our team in the collaborative process of developing priorities for improvements, and who will be involved in the decision-making process?"

Response: The firm selected will provide advice for this process. The IT Manager, Finance Director, and possibly City Manager will be involved in this process.

03-17 Plan Holder Question

"Number of WAPs?"

Response: 34

03-18 Plan Holder Question

"Who are their IDS and IPS?"

Response: Cisco Firepower

03-19 Plan Holder Question

"Pen Testing scope? Internal is 200 internal endpoints"

Response: The city has approximately 200 computers. There are currently around 1000 IP addresses in use. This is a combination of network devices, cameras, wireless clients, etc.

03-20 Plan Holder Question

"Is City looking for 9 different reports or 1 singular report?"

Response: I assume you are referring to the 9 facilities. There would be 1 report for all 9 facilities, but a total of 3 documents are required in section 3.2 of the RFP.

03-21 Plan Holder Question

"Is there a framework that City want this assessment based on (ISO 31000, NIST CSF, NIST 800-30)"

Response: see answer 01-29 in addendum #1.

03-22 Plan Holder Question

"Is City interested in the vendor looking at technical configurations for all the endpoints and products?"

Response: This will depend on the selected proposal.

03-23 Plan Holder Question

"Do the different departments have different policies and procedures?"

Response: The Police Department has individual policies that may have stricter requirements than the City. Review of these policies is not a primary focus of this assessment.

03-24 Plan Holder Question

"Are there any budgetary constraints?"

Response: see answer 01-06 in addendum #1

03-25 Plan Holder Question

"Does the City manage, store or transmit card holder data? If yes, does City have a need to do PCI Compliance"

Response: No

03-26 Plan Holder Question

"Does the City serve as a shared services provider to the Police Department, Dispatch center, Public Library, etc."

Response: All city departments are operated by the city. We do provide limited services to the tenants of several of our facilities.

03-27 Plan Holder Question

"Does the City have disaster recovery sites? If yes how many and what type (e.g. hot, warm or cold site)? Is it managed by a 3rd party?"

Response: No

03-28 Plan Holder Question

"Are the 9 facilities managed by the city, or a 3r party or is it a hybrid model?"

Response: For the most part. Once facility is operated by a 3rd party which we provide phones, internet, and WiFi to. Two other facilities have tenants, but we do not provide services other than WiFi in the building.

03-29 Plan Holder Question

"01-01 Plan Holder Question

Is vulnerability assessment and penetration testing of City's internal and external networks desired? If so, please approximate IP counts for the target networks."

Response: This will depend on the selected proposal. The city has approximately 400 network devices.

The RFP calls out 200 computers but this says 400 network devices, so could please clarify what you mean by 400 network devices?"

Response: The larger total includes phones, printers, network devices, cameras, etc.

03-30 Plan Holder Question

"In Addendum 1, plan holder list is attached does it mean we have to do some registration or once we submit questions you will update plan holder list? If there is any kind of registration please share link to do so."

Response: please email dcastimore@kenai.city to be added to the plan holder list.

03-31 Plan Holder Question

"Is there currently an incumbent company or previous incumbent, who completed a similar contract performing these services? If so - are they eligible to bid on this project and can you please provide the incumbent contract number, dollar value, and period of performance?"

Response: see answer 03-01

03-32 Plan Holder Question

"How much (%) of the infrastructure is in the cloud?"

Response: very little.

03-33 Plan Holder Question

"In the IT department/environment, how many employees work?"

Response: see answer 01-12 in addendum #1

03-34 Plan Holder Question

"Do you manage your own data Center, or do you utilize any 3rd-party/colocation facilities?"

Response: we manage our own datacenter. We do allow another government agency to collocate some of their equipment in our datacenter.

03-35 Plan Holder Question

" Section 1.2 - Can we ask you to formally place our firm – CohnReznick, LLP – on your plan holders' list?"

Response: You have been added to the plan holder list.

03-36 Plan Holder Question

" Section 2.8 – Does the State of Alaska accept professional credentials such as Certified CISO, CISSP, CRICS, CISM, CISA?"

Response: The City will consider all professional credentials.

03-37 Plan Holder Question

" Section 2.11 Oral Change/ Interpretation instructs that Proposers shall acknowledge receipt of addenda in the space provided on the Proposal Form. What is the Proposal Form?"

Response: see clarification 03-101

03-38 Plan Holder Question

" Section 3.1 Please describe the size of the City of Kenai's IT organization in terms of personnel and systems across its 9 facilities, including the number and type of:

- a. Desktops / laptops (200?)
- b. Servers
- c. Databases
- d. Routers and Switches
- e. Publicly Available IP addresses
- f. Number of internally reachable IPs
- g. Physical locations
- h. # of remote employees
- i. # Wireless Access Points"

Response: The City has no remote employees at this time. See answers 01-03, 01-19, 01-20, 01-39 from addendum #1

03-39 Plan Holder Question

" Section 3.1 (a) (b) & (c) Section 3.1 What significant IT projects or initiatives, if any, are in progress or planned that would be relevant to the scope or timing of this assessment?"

Response: The city is currently looking to procure a Managed Detection and Response service.

03-40 Plan Holder Question

" Section 3.1 (a) & (b) Does the City leverage a recognized, industry leading cybersecurity framework, and if so, which one?"

Response: see answer 01-29 in addendum #1

03-41 Plan Holder Question

" Section 3.1 Has the City used or have a preference of standard for analysis. Examples include, but are not limited to NIST 800-171, CIS, etc.?"

Response: see answer 01-29 in addendum #1

03-42 Plan Holder Question

"Section 3.1 (a.) 1 and 3 Does the City want vulnerability scanning and penetration testing services to be included in the scope of the assessment?

- a. Does the City want both internal and external vulnerability scanning and penetration testing to be included in the scope?
- b. For external vulnerability scanning and penetration testing, how many IP addresses and public facing systems does the City have and want to include in the scope?
- c. For internal vulnerability scanning, how many IP addresses or IP address range does the City currently use and would like include in the scope?"

Response: see answer 03-05

03-43 Plan Holder Question

" Section 3.1 (a) What in-scope IT services and application solutions, if any, are outsourced to third party service providers? (ex. Help Desk, cloud/data center providers, Network Monitoring etc.)

- a. Are current SOC 2 Type 2 reports available for the purposes of assessing the security controls of in-scope third parties?"

Response: None

03-44 Plan Holder Question

" Section 3.1 (a) 2 and (b) – How many security policies are in scope for the assessment?"

Response: see answer 01-08 in addendum #1

03-45 Plan Holder Question

" Section 3.1 (b) Do all IT and cybersecurity personnel adhere to uniform, centralized, policies, processes, and tools?

- a. If not, please briefly summarize the extent of de-centralization/distribution and variation? i.e., Are there different policies for different departments or is there one set for the entire city?"

Response: All IT personnel use the same policies. The Police Department may have more stringent policies, but these are not a significant part of this assessment.

03-46 Plan Holder Question

"Section 3.1 (a) 4 – Is a review of the City's continuity of operations and IT disaster recovery plans in scope?"

Response: This will depend on the selected proposal. At this time these documents do not formally exist.

03-47 Plan Holder Question

"Section 3.2 – Please summarize the degree to which the City prefers onsite vs. remote fieldwork and services, and if City is open to aspects of the project being performed by individuals from international offices."

Response: we have no preference on onsite vs. remote work. We would not be open to having work performed from international locations, as other nations may have legal requirements that are in conflict with US laws and regulations.

03-48 Plan Holder Question

"Is an on-site presentation of the results of the assessment and remediation recommendations expected?"

Response: No.

03-49 Plan Holder Question

"Section 3.2 Will the final report require a carve out for confidentiality of certain departments, such as the Police Department?"

Response: No.

03-50 Plan Holder Question

"Section 6.0 – Is it the City's practice to select the best proposal, regardless of cost, and seek to negotiate a mutually acceptable final fixed fee with that vendor?"

Response: we are able to negotiate but we do use cost as a factor to select the best proposal.

03-51 Plan Holder Question

"Section 9.0 – Since this assessment is grant-funded, can the City share with vendors its budget?"

Response: see answer 01-06 in addendum #1.

Attachments:

- 1. Previous Cybersecurity Assessment Contract*
- 2. Current Plan Holders List*

End of Addendum 3

PROFESSIONAL SERVICES AGREEMENT
FOR
Cybersecurity Audit

THIS AGREEMENT made and entered by and between the CITY OF KENAI and Securance LLC.

Section 1. Definition. In this Agreement:

1. The term "City" means the City of Kenai.
2. The term "Consultant" means
3. The term "City Manager" means the City Manager of the City of Kenai or his/her authorized representative.

Section 2. Scope of Services. The Consultant shall perform all the services provided for by this Agreement:

See Attachment A, incorporated by reference as if fully set forth herein.

Section 3. Time of Performance. The services of the Consultant shall commence April 27, 2020, and shall terminate on December 31, 2020.

Section 4. Compensation.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant a total sum for all services and expenses for the term of this Agreement not exceeding the sum of \$34,968.00.
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this agreement, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 5. Method and Time of Payment.

- A. Payment shall be made within 30 calendar days from receipt of an approved invoice.
- B. No payment will be disbursed until the completed task and associated expenditures have been approved by the City.
- C. All invoices must be submitted in duplicate and addressed as follows:

City of Kenai / Attn: IT Manager
210 Fidalgo Avenue,
Kenai, Alaska, 99611
- D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed thirty-four thousand nine hundred sixty eight dollars and zero cents (\$34,968.00).

Section 6. Ownership. All finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement are the property of the City, are intended to be confidential, and may not be shared or published by any means by the consultant.

Section 7. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Consultant of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation only for work completed to the City's satisfaction in accordance with the terms of this Agreement.

Section 8. Termination for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8, above, are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the City's satisfaction in accordance with the terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 9. Causes Beyond Control. In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, nonperformance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of this Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of this Agreement. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 10. Modifications.

- A. The parties may mutually agree to modify the terms of this Agreement. Modifications to this Agreement shall be incorporated into this Agreement by written amendments.
- B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of this Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of this Agreement will not be modified, under any circumstances, without prior written approval of the City.

Section 11. Interest of Members of City and Others. No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval.

Notice of any such assignment or transfer shall be furnished promptly to the City, or the Consultant shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Consultant.

Section 13. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 14. Findings Confidential. To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 15. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 16. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Kenai. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 17. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 18. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable federal, state, and local regulations including, but not limited to, those laws related to wages, taxes, social security, workers compensation, nondiscrimination, licenses, and registration requirements. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 19. Agreement Administration.

- A. The IT Manager, or their designee, will be the representative of the City administering this Agreement.
- B. The services to be furnished by the Consultant shall be administered, supervised, and directed by the IT Manager. In the event that the individual named above or any of the individuals identified in the proposal to perform work under this Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to written approval of the City.

Section 20. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 21. Defense and Indemnification. The Consultant shall indemnify, defend, save and hold the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys' fees resulting from Consultant or Consultant's officers, agents, employees, partners, attorneys, suppliers, and subconsultants' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Consultant shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees. Consultant and subconsultants shall also not be required to defend or indemnify the Owner for damage or loss that has been found to be attributed to an independent contractor directly responsible to the City under separate written contract.

Section 22. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 23. Relationship of the Parties. The services to be rendered under this Agreement are those of an independent contractor. The Consultant will not at any time directly or indirectly act as an agent, servant or employee of the City or make any commitments or incur any liabilities on behalf of the City without the City's express consent. The City shall not supervise or direct the Consultant except as set forth in this agreement.

Section 24. Insurance. Consultant and all subconsultants, if any, shall maintain the following insurance coverage in effect during the term of this Agreement and shall file certificates of such insurance with the Owner or City prior to the commencement of its performance under this Agreement. Such insurance shall be by a company/corporation currently rated "A-" or better by A.M. Best.

- A. A policy of comprehensive **general liability** insurance with limits of not less than **\$1,000,000** per occurrence covering injury to or death of any person or persons, and with limits of not less than **\$1,000,000** per occurrence covering **property damage**.
- B. **Worker's Compensation and Employer's liability** insurance in accordance with applicable

laws.

C. **Professional Errors and Omissions** insurance in the amount of not less than **\$1,000,000**.

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

D. **Primary Coverage** for any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

E. **Deductibles and Self-Insured Retentions** any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

F. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2) b) Insurance must be maintained and evidence of insurance must be provided *for at least two (2) years after completion of the contract of work.*
- 3) c) If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

G. **Verification of Coverage** Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

H. **Subcontractors** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

If such insurance is to be canceled or reduced, Consultant will provide the City **twenty (20) days'** prior written notice of such cancellation or reduction.

Consultant shall maintain said insurance policies in effect and shall cause all parties supplying services, labor, or materials to maintain insurance in amounts and coverage not less than those specified above in effect.

A lapse in insurance coverage is a material breach of this Agreement, which may result in immediate termination of this Agreement, pursuant to Section 7.

Section 25. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 26. Understanding. The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 27. Notices. Any notice required pertaining to the subject matter of this Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following addresses:

City of Kenai: IT Manager
210 Fidalgo Ave.
Kenai, AK 99669

Consultant:

Securance LLC
Paul Ashe
13904 Morales Business Park
Tampa, FL 33635

Section 28. Consultant's Violations of Tax Obligations.

- A. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within ten (10) calendar days of notification by regular mail.
- B. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an agreement between the City and the same.

Section 29. Compliance with Department of Homeland Security & Emergency Management Requirements. The Consultant and any Subconsultants will comply with the requirement of the Federally Required Contract Provisions provided as Attachment B.

OWNER and CONSULTANT each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names or by their duly authorized representatives as of the date and year above written.

OWNER:
CITY OF KENAI

By: Paul Ostrander

Name: Paul Ostrander

Title: City Manager

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on

this 23rd day of April, 2020

Paul Ostrander, City Manager,

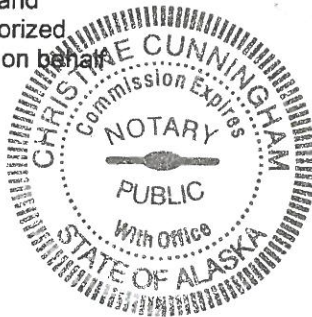
City of Kenai, Alaska, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said City.

NOTARY PUBLIC FOR ALASKA

My Commission Expires: W/Office

Approved by Legal: SB

Approved by Finance: TCW



CONSULTANT

By: Paul Ashe

Name: Paul Ashe

Title: President

STATE OF ~~ALASKA~~ FLORIDA

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on

this 21st day of April, 2020

Paul Ashe

(title) President

of Securaco being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said corporation.

NOTARY PUBLIC FOR ALASKA

My Commission Expires: 11/2/2021

Lori Desandro
NOTARY PUBLIC FOR ALASKA FLORIDA
My Commission Expires: 11/2/2021



LORI DESANDRO
Commission # GG 157412
Expires November 2, 2021
Bonded Thru Budget Notary Services

Attachment A – Scope of Services

3.0 SCOPE OF WORK

3.1 Project Description

The City is required to complete the National Cybersecurity Review (NCSR). At this time the City has chosen to use the NCSR as a guideline for future improvements to our cybersecurity program. Consideration of this decision should be reflected in the outcomes listed below.

The scope of the services provided by the Cybersecurity Audit shall include the following:

- a. Perform an analysis of the City's current cybersecurity program including but not limited to:
 1. Device level security including routers, switches, cameras, wireless equipment, printers, copiers;
 2. OS Level security including local security policies, group policy, patch management;
 3. Network Security including firewall, IDS/IPS, wireless, spam filter;
 4. Disaster recovery / backup review
 5. Physical security review
- b. Perform an analysis of current IT policies and procedures with special attention to the requirements of the NCSR.
 1. Identify deficiencies in existing policies and procedures;
 2. Identify policies and procedures that are lacking;
 3. Provide samples of, and assist with the creation of, policies and procedures that are needed;
- c. Work with the City to develop a list of priorities for improvements to the Cybersecurity Program. Include cost estimates and expected timelines for implementation.

Attachment B

DHS&EM Assurances for Federally Required Contract Provisions

A recipient's and subrecipient's contracts must contain contract provisions as outlined in 2 CFR 200 Appendix II. The below provisions are required to be incorporated when utilizing federal grant funds for contracts. Certain assurances may not be applicable to your project and may be omitted accordingly. If you have questions, please contact DHS&EM.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by recipients and their contractors or subrecipients)
4. Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)
6. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.

8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the recipient, the subrecipient, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after recipients or subrecipientss make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, National Environmental Policy Act (NEPA) of 1969, and Environmental Protection Agency regulations (40 CFR part 15) and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
14. Compliance with Executive Orders 12549 and 12689, entitled Debarment and Suspension and the Byrd Anti-Lobbying Amendment (31 U.S.C 1352)

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Project: 2023 Cybersecurity Assessment
Date: January 13, 2024

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