

REQUEST FOR BIDS

By: North Central Regional Planning Commission
109 N. Mill St., P.O. Box 565
Beloit, KS 67420
Tel: (785) 738-2218 FAX: (785) 738-2185

Fiscal Agent for: NORTH CENTRAL Kansas Regional Homeland
Security Council
Project Funding: FY24- CYBERSECURITY

The North Central Regional Planning Commission (NCRPC), acting as fiscal agent for the NORTH CENTRAL Homeland Security Council, hereby invites you to submit a sealed bid on the goods and services described below. A complete background on the NCRPC and the procurement process it follows can be seen by going to <http://www.ncrpc.org>.

Instructions:

1. The NORTH CENTRAL Kansas Regional Homeland Security Council wishes to acquire Penetration Test, Schedules, Checklists, Policies, and Procedures.
2. If an equivalent item is offered as a substitute, that item must be clearly identified and specifications provided. Such substitute products will be accepted only if they can be shown to function at a level equal to or better than that specified and then only if the product is satisfactory to the end-user. The NCRPC & Project Committee reserves the right to determine equivalency.
3. Sealed bids will be accepted until **2:00 PM, C.T. MAY 16TH, 2025**. At that time, all bids received will be publicly opened and read aloud. A list of all bidders and their respective bids will be posted in most cases; the day after the announced bid opening on the NCRPC website. This information will remain posted for approximately one (1) week or until either the Contract or Purchase Order has been accepted by the vendor providing the lowest and/or best bid that meets the specifications for the product or services requested.

All bids must be clearly labeled **"Bid for NC FY24- CYBERSECURITY"**

4. and mailed to:

North Central Regional Planning Commission
Attn: Lisa Peters and Kristina Harrison
109 N. Mill St., P.O. Box 565
Beloit, KS 67420

The NCRPC office is served by FedEx, UPS and USPS with deliveries occurring irregularly between 9:00 AM and 3:00 PM. "Next Day Delivery" does not guarantee delivery by the deadline and all bids received after the stated deadline will be rejected and returned unopened. Bids submitted by E-mail or FAX will be accepted. Changes or modifications to written bids will be accepted by electronic means, but only if the change or modification is received prior to the bid deadline and then only if it does not reveal the base value being adjusted. Hardcopy, written confirmation of the value change/modification must be received within two (2) days after the closing date; otherwise, no consideration will be given to the electronic modification.

5. All bids must remain valid for a minimum of thirty (30) days.

6. Procurement questions and product/service specification are to be directed to Lisa Peters at hlscoordinator@ncrpc.org **AND** Kristina Harrison at hlsassistant@ncrpc.org.
7. This Request for Bids has been published on the NCRPC website (www.ncrpc.org) and/or on the Kansas Register.
8. The product(s) are to shipped to the following address:

Michelle Weis
Saline County Emergency Management, Director

Item Description

Introduction

The North Central Regional Planning Commission, located at 109 N. Mill St., Beloit, Kansas 67420, is the fiscal agent for and on behalf of the North Central Regional Homeland Security Council. The Council is seeking a consultant capable of developing a set of documents (i.e., an Extensive written report based on the results of a Penetration Test, Schedules, Checklists, Policies, and Procedures) that identify gaps and enhance a county's Cybersecurity program for two (2) counties within the region. The North Central Region would like to provide this service to the region in a phased approach, starting with one County. This will be an ongoing project for the North Central Region. This portion of the project will be funded through FY23 Federal Homeland Security program funds. This project must be completed by December 31, 2025.

The project committee for this North Central Homeland Security project comprises individuals actively involved in providing cybersecurity to the county government and knowledgeable of the activities and actions that would need to be taken in the event of a cybersecurity incident. These individuals are appointed to the Council by their respective member governments, disciplines, and/or organizations. They reflect the disciplinary concerns and interests of all those holding similar positions throughout the North Central Region.

The North Central Regional Planning Commission invites all interested parties to submit written statements of qualification regarding the following.

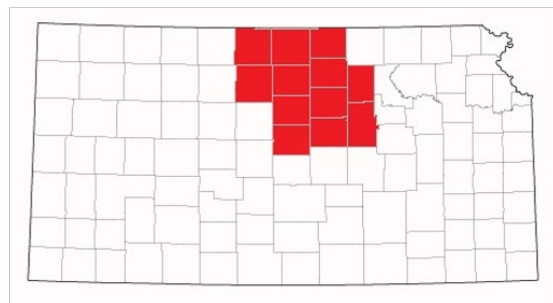
Project Goal

The primary goal is to develop and enhance cybersecurity programs within each county government in the North Central Region. This will involve any initial examination of the preexisting system, which a Penetration Test will do. The Penetration Test results will then be compiled into an extensive written report to include gaps and suggested mitigation strategies to rectify those identified gaps and presented to the County. The County will then take the proposed mitigation actions. A retest of the previously performed test on the system will be conducted to assess the success of the mitigation efforts. The Consultant will be asked to provide the County with a schedule, checklists, and policies and procedures to enhance the County's Cybersecurity program.

Geography Involved

This project addressed the cybersecurity needs of the North Central Homeland Security Region. This project will also serve as the state's pilot cybersecurity program.

North Central Kansas Regional Homeland Security Council



The North Central Regional Homeland Security Council serves twelve (12) counties. It is composed of individuals who are representative of the agencies and organizations that respond to cyber-related emergencies within the following counties:

Smith	Jewell	Republic
Osborne	Mitchell	Cloud
Clay	Lincoln	Ottawa
Ellsworth	Saline	Dickinson

Project Committee

The Project Committee is comprised of 4 representatives who are responsible for responding to cyber-related emergencies. The Committee was established to ensure that the project aligns with the overall desired outcome. The Project Committee will develop the standards and guidelines for selecting a consultant. However, the vendor will work directly with the County once that selection is made. The Project Committee will oversee the entire project to ensure the project goals and anticipated products are developed while the timeline is met. No sensitive information specific to the County will be shared with the project committee.

Selection Criteria and Interview Process

The Project Committee will review all submitted qualification statements and select at least two consultants for an interview based on the following criteria.

1. Consultants will provide a list of systems they have experience with, including Enterprise applications with which they are comfortable working.
2. Consultants will provide work samples of written reports for both deliverables.
3. Consultants must have experience of providing similar services to another customer or experience in fixing or evaluating the aftermath of a security incident.
4. Evidence of adequate staff capacity and capability to perform the desired tasks – penetration testing may be done by the Consultant or subcontracted out.
5. Provide an example of what a vulnerability assessment means to your company and what you would do when providing one.
6. Consultants must be knowledgeable in CIS Standards.

7. Consultants must provide a list of references for services that they have provided.

The interview process for *each* interview will last no more than one (1) hour. The Project Committee will expect the Consultant to provide greater detail regarding their background experience and engage in a question-and-answer session concerning the overall scope of the project, as well as the anticipated process and desired outcome. Consultants will be encouraged to challenge the Committee on its thinking and offer any suggestions they may have concerning the project.

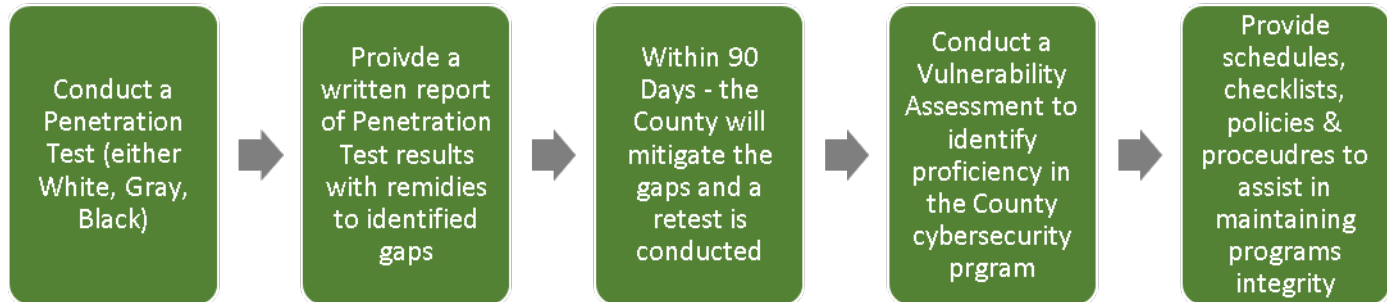
Following the interviews, the Project Committee will rank the Consultants interviewed and then decide to negotiate the final agreement terms with the highest-ranked Consultant. The North Central Regional Planning Commission will develop a contract if an agreement is reached. If no agreement is achieved with the Consultant, the Project Committee will repeat the process, initiating similar contract negotiations with the second-highest-ranked Consultant.

Budget and Contract

The North Central Regional Planning Commission, serving as the fiscal agent for the North Central Homeland Security Council, will enter into a contract with the selected consulting firm. However, please note that the Kansas Highway Patrol must approve the contract document before the contract is finalized. To provide maximum flexibility, the North Central Regional Planning Commission will require a time and expense agreement as part of the contract with an established not-to-exceed maximum fee.

Scope of Work

The anticipated process will include, at a minimum, the following sequential steps, which are spelled out in greater detail below.



Task 1: Penetration Test

For the scope of this project, Penetration testing is defined as a security testing method in which evaluators mimic real-world attacks to identify ways to circumvent the security features of an application, system, or network. The Consultant will offer the County the option to select the internal and external Penetration Testing it wishes to participate in, as applicable to the County's environment. The three (3) options will include Black Box, Gray Box, and White Box Penetration Testing.

- A. White Box will be defined as a test methodology that assumes explicit and substantial knowledge of the assessment object's internal structure and implementation details.
- B. Gray Box will be defined as a test methodology that assumes some knowledge of the assessment object's internal structure and implementation details.

- C. Black Box will be defined as a test methodology that assumes no knowledge of the assessment object's internal structure and implementation details.

Task 2: Penetration Results Report

The Penetration test will be followed by an extensive written report detailing the findings, including cybersecurity gaps, recommendations for mitigation, and suggested remedies to address the identified gaps, as well as additional hardware and software required to rectify the issues for the County. The report will be submitted to the respective County's point of contact and asked to present the findings to the County Commission. Depending on the sensitivity of the information, this will be done in either a public open meeting or study session (exempt from the Open Records Act).

Task 3: Retest

Within 90 days of implementing the mitigation and remedies, the Consultant will conduct an exact retest of the previously performed test on the respective County and provide a comprehensive analysis of the new test results to determine if the previous mitigation and remedy recommendations were successful and effective.

Task 4: Vulnerability Assessment

For the scope of this project, Vulnerability Assessment is defined as a systematic examination of an information system or product to determine the adequacy of security measures, identify security deficiencies, provide data from which to predict the effectiveness of proposed security measures, and confirm the adequacy of such measures after implementation. The Vulnerabilities Assessment will involve a review of the hardware and software configurations that must be utilized to establish the County's Cybersecurity Program.

Task 5: Maintaining the County's Cybersecurity Program

The Consultant will work with the County to establish a Cybersecurity Program. This program will establish schedules, checklists, policies, and procedures to maintain the integrity of the County's cybersecurity. These tools will be used to monitor and evaluate the performance of the County's IT Department or its IT Consultant. The program must encompass the following areas, but is not limited to operating system (OS) and software patches, antivirus, and device firmware updates. The program is to include general cybersecurity and system-specific recommendations.

Total: _____

Shipping/Handling: _____

Other Charges/fees: _____

TOTAL PRICE BID: _____

Anticipated Delivery Date: _____

Bid Valid Until: _____

Acknowledgements:

1. This purchase is financed by a federal grant from the U.S. Department of Homeland Security and administered by the Kansas Highway Patrol in its capacity as State Administrative Authority (SAA); **which does not allow prepayment.**
2. Vendor understands there is a termination date of August 26, 2026 associated with this grant. Any products or services not delivered prior to that date are subject to cancellation at the sole discretion of the North Central Regional Planning Commission (NCRPC) without penalty or fee of any kind being assessed to the NCRPC or identified end-user by the vendor if such action is taken.
3. Vendor hereby acknowledges it has read any questions and responses that arose during the bidding process on the NCRPC website and addressed those; if applicable.
4. The Vendor understands and agrees that the following terms and conditions apply to Agreements and Purchase Orders funded by the U.S. Department of Homeland Security and issued by the North Central Regional Planning Commission (NCRPC) are subject to the provisions of the *Code of Federal Regulations, 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, July 22, 2015 and 44 CFR Part 13.36.*

Signed: _____

Printed Name: _____

Vendor: _____

DUNS #: _____ FEIN: _____

Street Address: _____

City, State, Zip Code: _____

Date: _____ E-mail: _____

Phone #: _____

Applicable Federal Rules and Regulations Governing this Purchase (revised 9/2015)

1. **Rights and Remedies.** The Vendor understands and agrees that failure to adhere to these terms and conditions constitutes a material breach of its contract with NCRPC and that NCRPC may take appropriate action against the Vendor to ensure compliance with these provisions, up to and including stoppage of work, suspending payments, and/or cancelling or rescinding the Agreement.
2. **Compliance with Laws and Regulations.**
 - a) **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3)
 - b) **Davis-Bacon Act** (40 U.S.C. 3141-3148 as supplemented by Department of Labor regulations (29 CFR Part 5)
 - c) **Contract Work Hours and Safety Standards Act**, (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5)
 - d) **Drug Free Workplace Act.** Vendor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, (41 U.S.C. 701 as amended and provide a drug-free workplace.
 - e) **Energy Policy and Conservation Act.** (42 U.S.C. 6201)
 - f) **Fly America Act of 1974**
 - g) **Hotel and Motel Fire Safety Act of 1990**
 - h) **SAFECOM**
 - i) **Terrorist Financing E.O. 13224**
 - j) **Trafficking Victims Protection Act of 2000**
 - k) **USA Patriot Act of 2001**
 - l) **Whistle Blower Protection Act**

If the amount of this Agreement exceeds One Hundred Thousand Dollars (\$100,000) the Vendor shall comply with all applicable standards, orders and regulations and file certifications as applicable:

- m) **Clean Air Act** (42 U.S.C. 7401-7671q. as amended)
- n) **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387, as amended)
- o) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not 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 award covered by 31 U.S.C. 1352
- 3. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System 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 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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.
- 4. **Civil Rights and Non-Discrimination Compliance.** In connection with the performance of work under this Agreement, the Vendor agrees as follows:
 - a) The nondiscrimination clause and reporting requirements contained in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the U.S. Secretary of Labor, are incorporated herein. Additionally, the conditions and regulations applicable in the Vietnam Era Veterans Readjustment Act of 1972 and the Rehabilitation Act of 1973 (Employment of the Handicapped) are likewise incorporated.
 - b) The Vendor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to Vendor's books, records, and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - c) In the event of the Vendor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts as provided by law.
 - d) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - e) **Americans with Disabilities Act of 1990**
 - f) **Age Discrimination Act of 1975**
 - g) **Title VI of the Civil Rights Act of 1964**
 - h) **Civil Rights Act of 1968**
 - i) **Rehabilitation Act of 1973**
 - j) **Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**
- 5. **Kansas Open Records.** The Vendor must comply with all the requirements of the Kansas Open Records Act (K.S.A 42-215 et seq.) in providing services under this contract. The Vendor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act.
- 6. **Examination & Retention of Records.** The Vendor agrees that NCRPC, and any Federal agency providing funding for this Agreement and the Comptroller General of the United States or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of the Vendor involving transactions related to this Agreement to the extent necessary to verify the nature and extent of costs incurred under this Agreement until the expiration of five (5) years after final payment under this Agreement. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years. Records may be retained in an automated format. Nothing in this Agreement shall be deemed to preclude an audit by the U.S. General Accounting Office of any transaction under this Agreement.
- 7. **Patents.** (37 CFR 401). Vendor warrants that the products/services being provided to NCRPC under the Agreement, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright trade secret, or other proprietary right of any third party existing under laws of the United States or any foreign country. The Vendor agrees to, at the Vendor’s own expense, to defend any and all actions or suits alleging such infringements and will save NCRPC, its officers, agents, servants and employees harmless in cases of such infringement.
- 8. **Copyrights.** All vendors must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).
- 9. **Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the **Solid Waste Disposal Act**, as amended by the **Resource Conservation and Recovery Act**. The requirements of Section 6002 include procuring only items designated in 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 by 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.

10. **Termination/Cancellation of Agreement.** The NCRPC reserves the right to terminate the contract at any time, upon written notice, in the event the services of the Vendor are unsatisfactory based upon failure to progress with the work assigned with due diligence or to complete the work within the time limits specified by the proposal on any project, provided, however, that in any case, the Vendor shall be paid the reasonable value of the services rendered up to the time of termination on the basis of this agreement.