

**KODIAK ISLAND BOROUGH**  
**REQUEST FOR PROPOSALS**



**KIB Cybersecurity Infrastructure Project**

**August 8<sup>th</sup> 2025**

**Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, AK 99615  
(907) 486-9341**

## **REQUEST FOR PROPOSALS**

### **KIB Cybersecurity Infrastructure Project**

Proposals will be received until **3:00 pm (local time) on September 19<sup>th</sup>, 2025**, by the Kodiak Island Borough (Borough) for the **KIB Cybersecurity Infrastructure Project**.

Request for Proposal documents are available electronically through our website: [www.kodiakak.us](http://www.kodiakak.us).

Interested Proposers should complete the online Registration Form when obtaining the Request for Proposal documents from the borough's website, or provide the name, email address, and phone number of the Proposer's representative to the above-named contact. Registration ensures that all interested Proposers receive any addenda or other important updates to this Request for Proposals.

Contact information for questions regarding this request for proposals:

Fred Berestoff IT Director  
Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, Alaska 99615  
Phone: (907) 486-9336  
Fax: (907) 486-9394  
Email: [itprojects@kodiakak.us](mailto:itprojects@kodiakak.us)

Proposals will be received until the date and time stated above by delivery in a sealed proposal package in the format requested. Proposals received after the time stated above will not be opened or considered.

Envelopes must be clearly marked: **KIB Cybersecurity Infrastructure Project**

The Kodiak Island Borough reserves the right to reject or accept any or all proposals, to waive irregularities or informalities in the proposals, to cancel the procurement at any time prior to contract signing, and to give particular attention to the qualifications of the proposer.

Aimee Williams, Borough Manager

August 8<sup>th</sup>, 2025

Publish: Kodiak Daily Mirror, Anchorage Journal of Commerce,  
August 8<sup>th</sup>, 15<sup>th</sup> and 22<sup>nd</sup> 2025

# **IMPORTANT**

## **REGISTRATION FORM**

### **MANDATORY**

In order to receive addenda and any other information which may impact or alter the specifics of this Request for Proposals, please fill out the contact information below and return to the Kodiak Island Borough.

ONLY REGISTERED PARTIES WILL RECEIVE NOTIFICATIONS.

### **Contact Information**

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Return this form via fax, email, regular mail, or hand delivered to the following location:

Fred Berestoff, IT Director  
Information Technology Department  
Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, Alaska 99615  
Phone: (907) 486-9336  
Fax: (907) 486-9394  
Email: [fberestoff@kodiakak.us](mailto:fberestoff@kodiakak.us)

## INTRODUCTION

---

The Kodiak Island Borough (KIB) is requesting proposals from qualified contractors for providing and implementing a comprehensive network security infrastructure upgrade. This project, supported by the Alaska State and Local Cybersecurity Grant Program (SLCGP), aims to significantly enhance the Borough's cybersecurity posture through strategic upgrades to edge security, switching, and wireless network infrastructure.

Registration required. All Proposers must register prior to submitting proposals. Proposals from unregistered respondents will not be accepted.

- A. For questions and clarifications regarding this Request for Proposals, contact Fred Berestoff, Kodiak Island Borough, 710 Mill Bay Road, Kodiak, Alaska 99615, telephone 907-486-9336 or email [fberestoff@kodiakak.us](mailto:fberestoff@kodiakak.us) until the question deadline stated herein. Individual responses will be provided, and all questions and responses will be released as an addendum.

## IMPORTANT DATES

---

The following timeline shall apply:

Issue Date:	August 8 <sup>th</sup> 20205
Questions Deadline:	September 5 <sup>th</sup> , 2025
Proposal Deadline:	September 19 <sup>th</sup> , 2025
Proposal Evaluations:	October 31 <sup>st</sup> , 2025
SLCGP approval	TBD
Notice of Intent to Award:	TBD
Protest Period:	TBD
Anticipated Contract Approval:	TBD

The Kodiak Island Borough reserves the right to modify or extend this timeline.

## SCOPE OF WORK

---

### A. Introduction.

The Borough desires to contract with a responsible contractor or firm to upgrade firewalls, switches, and wireless access points, distributed across 5 locations on Kodiak Island. The successful vendor will provide and configure a comprehensive network security solution that includes next-generation firewall infrastructure, enterprise-grade switching, wireless access point infrastructure, network management and monitoring capabilities and professional services for design, deployment, and training.

### B. Background.

The Kodiak Island Borough (KIB) is participating in the Alaska State and Local Cybersecurity Grant Program (SLCGP) and has been awarded a grant to upgrade its firewalls, switches, wireless access points, and to also implement a security analytics and log management platform that helps KIB to monitor and respond to cybersecurity threats.

### **C. Note on Platform Agnosticism**

While the Borough has familiarity with various enterprise security solutions, this solicitation is vendor neutral. Proposals for any enterprise-grade solution that meets or exceeds the requirements below are welcome.

### **D. Scope of the Project.**

The Borough is seeking a qualified and experienced individual or firm to provide the following:

1. Install and configure 4 redundant next-generation firewalls at 4 locations with the referenced capabilities:
  - a. Main Site Firewall – 2 redundant, enterprise-grade, next-generation firewalls at the KIB main building at 710 Mill Bay Rd. with minimum performance specifications of 10 Gbps firewall throughput, 2 Gbps IPS throughput, 1 Gbps VPN throughput, Multi-Wan support with load balancing and failover, advanced threat protection features, integration with centralized management platform, 3-year premium support including advanced threat protection, IPS updates, application control, Web/DNS filtering, and antivirus updates.
    - i. This location must include Industrial Systems Security (ISC) capabilities such as real-time monitoring and visibility of industrial control systems, detection and protection for industrial protocols and applications, automated vulnerability assessment for industrial systems, virtual patching capabilities for legacy industrial systems, compliance reporting for industrial security standards, industrial-specific threat intelligence and updates, and integration with main security infrastructure.
  - b. Three satellite location firewalls – redundant, enterprise grade next-generation firewalls providing enterprise-grade, next-generation firewall capabilities with support for dual-WAN connections, site to site VPN capabilities, integration with main security fabric and 3-year premium support.
    - i. 1 of these locations must include Industrial Systems Security (ISC) capabilities such as real-time monitoring and visibility of industrial control systems, detection and protection for industrial protocols and applications, automated vulnerability assessment for industrial systems, virtual patching capabilities for legacy industrial systems, compliance reporting for industrial security standards, industrial-specific threat intelligence and updates, and integration with main security infrastructure.
    - ii. One of these locations must include 2 cellular backup units providing dual SIM 4G LTE support with a minimum of 300 Mbps download/150Mbps upload speeds, 5x configurable GE WAN/LAN ports, PoE support (802.3af/at), and 3-year premium support.
2. Install and configure 23 enterprise switches with the referenced capabilities:
  - a. Core switching platform:
    - i. 3 enterprise-grade switches providing 48x 10GE SFP+ ports per unit, 6x 40GE or 4x 100GE uplink ports per unit, advanced layer 2/3 functionality, security platform integration, redundant power supplies and 3-year enterprise support.
  - b. Access-Layer PoE switches:
    - i. 3 enterprise-grade PoE+ switches with 48x GE ports, 2-4x 10GE uplinks, 770W+ PoE budget, layer 2/3 functionality, security platform integration

- and 3-year enterprise support.
- c. Mid-Range PoE+ Switches:
  - i. 11 mid-range switches with 24x GE ports, 4x 10GE uplinks, 420W+ PoE budget, security platform integration and 3-year enterprise support.
- d. Compact PoE Switches:
  - i. 6 compact switches with 8x GE ports, 2x uplink ports, 130W+ PoE budget, security platform integration and 3-year enterprise support.
- 3. Install and configure 32 enterprise wireless access points with the referenced capabilities:
  - a. 32 enterprise-grade wireless access points with tri-radio Wi-Fi 6+ design. Access Points must also have built-in antennas, a 2.5 GbE primary port, a 1 GbE secondary port, Bluetooth 5.0, security platform integration and 3-year enterprise support.
- 4. Install and configure a management and security analytics platform with the referenced capabilities:
  - a. A virtual appliance providing a minimum of 5 GB/Day log processing capability with centralized security analytics, automated incident response, threat intelligence correlation, virus and threat outbreak detection, industrial security features including ICS analytics, compliance reporting, event correlation, automated response workflows and a 3-year subscription.
  - b. The security and analytics platform will also include 75 endpoint licenses providing advanced endpoint security protection, secure remote access, zero-trust capabilities, on-premises management capabilities, and a 3-year subscription with support.
  - c. This platform will also have a centralized interface for managing security policies, managing configurations, monitoring, reporting, configuration management, reviewing performance analytics, and will integrate with existing systems such as active directory, and other security platforms.
- 5. All configured firewalls, switches, wireless access points and endpoints must:
  - a. Share consistent security policies, support automated provisioning, enable coordinated threat response, provide unified logging and reporting, support role-based access control, be capable of automated workflow creation, support API-based integration and maintain a consistent security posture.
  - b. Be configured with network segmentation based on the NIST principle of least privilege, consisting of a public facing zone, internal/trusted zone, sensitive data zone, ISC SCADA zone, contractor remote access zone and management zone. These zones will have layer 7 traffic inspection, use a zero-trust approach, and support granular ACL's as well as including detailed traffic logging between zones, and application aware traffic management.
- 6. Install and configure remote access with the following requirements:
  - a. Have application-level remote access with Zero Trust Network Access (ZTNA) capabilities. ZTNA will include application-specific access control, granular policy enforcement, device posture checking, continuous authentication, and session monitoring.
  - b. Support browser-based access.
  - c. Integrate with active directory, office 365, use multifactor authentication with role-based, access control and use single sign-on.
  - d. Have cross-platform support for remote access including support for Windows, mobile devices and macOS.
  - e. Have the following security features including split tunneling capabilities, application-aware routing, endpoint security integration, real-time threat prevention, session recording capabilities and bandwidth management.
  - f. Have the following management features including centralized administration, user activity monitoring, detailed access logging, usage reporting, health monitoring.

- policy templates and automated provisioning.
- g. Have the following performance requirements including support for minimum 100 concurrent users, application-optimized connectivity, automatic failover, QoS support and low-latency connections.

The consultant may propose additional tasks deemed appropriate to complete the project.

**E. Time to Complete Project.**

Contractors will submit a phased timeline with their proposals to complete the project by June 30, 2026.

**F. Exhibits.**

The following exhibits are attached to this solicitation:

N/A

## **PROPOSAL DOCUMENTATION**

---

<b>Proposal Cover Page</b>	Signed by a person authorized to bind the respondent.
<b>Cover Letter</b>	1-page suggested maximum
<b>Response to Criteria</b>	5-pages suggested maximum
<b>Resumes</b>	1-page, suggested maximum each resume
<b>Price Proposal</b>	Per instructions.

**A. Proposal Cover Page**

Fill and sign Attachment A, Proposal Cover Page provided and include it in the front of the proposal package.

**B. Cover Letter**

In the cover letter, the respondent should:

1. State its understanding of the services to be performed.
2. Explain why the respondent firm is the best qualified to provide those services, including a description of the Proposer's business activities, and a description of the Proposer's business qualifications,
3. State why the respondent firm is most likely to help the Kodiak Island Borough achieve the goals outlined in the Project Scope of Work portion of this Request for Proposals; and,
4. Provide the name and contact information of the individual who is authorized to make representations and commitments on behalf of the respondent.

**C. Response to Criteria**

The narrative response to the Selection Criteria should specifically and accurately address each criterion in the order listed in this proposal. Project and individual experience must be verifiable by listed references. It is the responsibility of the Proposer to make certain that contact information is current. Content should include:

1. A summary description of the key project personnel expected to participate on the project listing the name, title, intended role and responsibilities for the duration of the contract, educational background, and specific qualifications related to their role and responsibilities for the project, past relevant experience, number of years of relevant experience; attach a resume limited to one page for each key project personnel,
2. The proposed methodology for addressing the scope of this RFP,

3. A description of any intended use of subcontractors,
4. A description of experience with similar projects, particularly in the public sector in Alaska, and
5. Reference contact information of at least two but no more than four other organizations for work performed on similar projects.

**D. Resumes**

Provide Resumes for key personnel who will be working on the project.

**E. Price Proposal**

The price proposal information shall be included as a separate document clearly marked “Price Proposal for KIB Cybersecurity Infrastructure Project”

As this project is being paid via a grant from the Alaska State and Local Cybersecurity Grant Program (SLCGP) the price range is estimated to be between \$150,000 and \$180,000. This range is provided to help potential vendors gauge the scope of the project and decide whether they can offer a practical solution within these parameters. The exact final budget amount will be provided to vendors who register for the project by request.

Proposal contents, including price, shall be valid for a period of 60 days from the submission deadline.

## **SUBMITTAL INFORMATION**

---

To be considered, respondents must deliver proposals to the address stated herein on or before the deadline.

**A. Submittal Deadline.**

Proposals will be accepted until September 19<sup>th</sup>, 2025, 3:00 pm local time.

**B. Submittal Address.**

Kodiak Island Borough  
Attention: Meagan Christiansen  
710 Mill Bay Rd.  
Kodiak, Alaska 99615  
907-486-9303

Hand Delivery, Courier, or U.S. Mail:

Proposals shall arrive in a sealed envelope or box including one original and one copy, clearly addressed as follows:

Kodiak Island Borough  
Attn: Finance Department  
710 Mill Bay Road  
Kodiak, Alaska 99615

RE: Sealed Proposal, KIB Cybersecurity Infrastructure Project

Electronic submission of proposals is also accepted at [itprojects@kodiakak.us](mailto:itprojects@kodiakak.us).



Electronic submissions via email are accepted for convenience; however, the physical mailed proposal shall constitute the official submission of record.

Respondents should allow adequate time for mailing or special delivery of proposals. Kodiak is considered a remote location and, as such, mail and special deliveries by couriers such as UPS or FedEx are commonly delayed beyond the advertised guaranteed arrival of carriers and couriers due to local weather and flight schedules.

### **C. Submittal Amendment and Withdrawal.**

After depositing a proposal, a Proposer may withdraw, modify, or correct that proposal providing that the designated representative of the Borough receives the request for such withdrawal, modification, or correction before the time set for the submittal deadline. The original proposal, as modified by such written communication, will be considered as the proposal. No changes may be submitted after the deadline unless specifically requested by the Borough. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of not less than 60 days to sell to the Kodiak Island Borough the services described in the attached specifications, or until one or more of the proposals have been approved by the Kodiak Island Borough, whichever occurs first.

**PROPOSALS OR MODIFICATIONS THAT DO NOT ADHERE TO THE ABOVE INSTRUCTIONS WILL NOT BE ACCEPTED OR OPENED FOR EVALUATION.**

## **EVALUATION AND SELECTION**

---

Selection of a proposal and execution of any agreement for services will be accomplished in accordance with the Kodiak Island Borough policies and procedures. Proposal contents will remain confidential until a contract is awarded, subject to subsection F of this section permitting limited release of the successful proposal after a Notice of Intent to Award. The Borough will select an individual or firm to provide the services requested according to the following:

### **A. Minimum Qualifications.**

To be considered for selection, Proposers must meet at least the following minimum qualifications:

1. Have a valid Alaska business license prior to signing of contract.
2. Have an active registration in sam.gov and is not suspended, debarred, or otherwise excluded from Federal procurement programs.
3. Have 5+ years' experience implementing enterprise network security solutions.
4. Have industry-standard network security certifications such as CompTIA Security+/CompTIA Network+ and GIAC Security Essentials.
5. Proven experience with Enterprise firewall deployment and configuration, network switch implementation, wireless network infrastructure and security management platform administration.

A Proposer's failure to meet these minimum requirements shall cause their proposal to be considered non-responsive and their proposal eliminated from further consideration.

### **B. Criteria.**

Proposals will be evaluated on the following criteria:

CRITERIA	POSSIBLE POINTS
Qualifications	30
Methodology	25
Experience	35
Price	10
Total Possible	100 points

**C. Method.**

Proposals will be reviewed and evaluated by a committee comprised of Borough staff members whose positions include the proper knowledge to evaluate the criteria.

**D. Preliminary Selection.**

Based upon an evaluation of the above criteria, the Borough may select a short list of up to three (3) individuals or firms for a more in-depth evaluation, reference checks and possible interviews. The Borough reserves the right to use interviews for negotiations to clarify and assure full understanding of the requirements of the request for proposals and to obtain last and best offers as permitted in KIBC 3.30.110(E)

**E. Final Selection.**

The Borough will select the preferred individual or firm by considering any factors it deems necessary and proper for best value, including price, quality of service, responsiveness to this Request for Proposals, and the general reputation and experience of the respondents. The Borough reserves the right to cancel the procurement without liability to any proposer, other than return of any proposal security, at any time before the Agreement has been signed by all parties, including the Borough.

**F. Notice of Intent to Award.**

A notice of intent to award will be sent to each Proposer, notifying them of the recommended selection. After a notice of intent to award has been made a Proposer may receive, on written request, the summary rating for their proposal. The proposal recommended for award, and the summary rating for that proposal, will be made available to the public on the Assembly Meeting Agenda for the date it is to be awarded ([www.kodiakak.us](http://www.kodiakak.us)) and may be made available on written request after a contract has been entered into. Information identified in a proposal as confidential proprietary information will be redacted prior to release of that proposal and will not be released.

**G. Protest.**

Any Proposer may protest the selection by filing a written protest with the Borough Manager within ten (10) calendar days of the issuance of the notice of intent to award. A protest must identify a material defect in the procurement process. Disagreement with the ratings is not a sufficient basis for a protest. Failure to file a timely protest waives the opportunity to protest an award. If a timely protest is filed, the administrative review process will begin, and a final administrative decision will occur within thirty (30) working days of the receipt of protest.

---

**CONTRACT**

The contract shall be awarded by the Manager or Assembly, as applicable under the Borough Code, based upon the Borough's standard professional services contract form (Attachment B), to the individual or firm which, in the Borough's sole judgment, is best suited to perform the services required. If a protest has been filed, the contract award may be postponed until the protest is resolved. If the time for protest has not yet expired, the contract may be awarded conditioned on either no timely protests or resolution of any protests in a manner which allows the award to stand.

Before execution of a contract, the successful bidder or Proposer must have a current State of Alaska business license; and must be in good standing in terms of all taxes, fees, and monies due to the Borough.

## **INSURANCE REQUIREMENTS**

---

Throughout the term of the Contract, the selected respondent and/or any and all subcontractors retained by the respondent shall maintain in force at their own expense, and provide to the Borough evidence of insurance as follows:

**Workers' Compensation:** As required by AS 23.30.045, for all employees of the Consultant engaged in work under this Contract. The Consultant shall be responsible for Worker's Compensation Insurance for any subconsultant who performs work under this Contract. The coverage shall include:

1. Employer's Liability Protection at \$1,000,000 each accident/each employee and a \$1,000,000 policy limit.

**Commercial General Liability:** On an occurrence policy form covering all operations with combined single limits not less than:

1. \$2,000,000 Each Occurrence.
2. \$2,000,000 Personal Injury.
3. \$2,000,000 General Aggregate; and
4. \$2,000,000 Products-Completed Operations Aggregate.

**Automobile Liability:** Covering all vehicles used in Contract work, with combined single limits not less than:

1. \$1,000,000 each occurrence.

**Professional Liability.** The proposer, at his own cost and expense, shall affect and maintain at all times during the life of the Contract with combined single limits not less than:

1. \$1,000,000 each occurrence.

## **OTHER ADMINISTRATIVE INFORMATION**

---

### **A. Contact Person**

Any information required or questions regarding this RFP should be addressed to:

Fred Berestoff IT Director  
Information Technology Department

Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, Alaska 99615  
Phone: (907) 486-9336  
Fax: (907) 486-9394  
Email: [itprojects@kodiakak.us](mailto:itprojects@kodiakak.us)

**B. Deadline for Receipt of Proposals**

Proposals may be mailed, or hand delivered and must be physically received by KIB no later than **3:00 pm prevailing time (AK), September 19<sup>th</sup>, 2025**. Faxed proposals are not acceptable. Proposals received after the above proposal submission deadline will not be considered.

**C. Proposers' Review and Substantive Questions**

Proposers should carefully review this RFP for errors, questionable or objectionable materials and items requiring clarification. Proposers shall put comments and/or questions in writing and submit them to the contact persons noted above. Please submit questions by **August 29<sup>th</sup>, 2025, 3:00 prevailing time (AK)**. This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the RFP.

**D. Solicitation Amendments and Cancellation**

The Kodiak Island Borough reserves the right to amend or cancel this solicitation, without penalty, at its sole discretion.

- a. KIB reserves the right to issue written addenda, to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of proposals.
- b. KIB retains the right to cancel the procurement and the RFP process at any time up until a contract is signed by all parties, including the Borough, if it is in the KIB's best interest to do so. KIB shall not be responsible for costs incurred by proposers for proposal preparation.

**E. Right to Reject Proposals**

The Kodiak Island Borough reserves the right to reject any or all proposals and to waive any informality or technicality in the interest of the Borough.

- a. The Kodiak Island Borough reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- b. The Kodiak Island Borough may award a contract on the basis only of written proposals received, without requesting clarification, discussions, or a best and final offer. Therefore, each proposal shall contain the Proposer's best terms from cost/price and technical standpoints.

**F. Disqualification**

Factors such as, but not limited to, the following may disqualify a proposal without further consideration:

- a. Evidence of collusion among respondents.
- b. Any attempt to improperly influence any member of staff or Assembly.
- c. A respondent's default under any type of agreement, which resulted in the termination of that agreement.
- d. Existence of any unresolved litigation between the respondent and the KIB.

**G. Proposal Withdrawal and Correction**

A proposal may be corrected or withdrawn by a written request received prior to the deadline for receipt of proposals.

#### **H. Retention of Proposals**

All proposals and other material submitted become KIB property and may be returned only at KIB's option.

#### **I. Cost of Proposal Preparation**

The Borough shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to or protest of the award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

#### **J. Delivery of Proposals**

KIB assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

#### **K. Compliance with Laws**

The proposer shall observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done, or services performed, and further agrees to indemnify and save the Borough harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

#### **L. Media Announcements**

Any and all media announcements pertaining to this solicitation require prior written approval by the Borough Manager.

#### **M. Acceptance of Conditions**

Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Kodiak Island Borough and the individual or firm selected.

#### **N. Binding Contract**

This solicitation does not obligate KIB or the selected proposer until a contract is signed and approved by all parties.

#### **O. Disposition of Proposals**

All materials submitted in response to this RFP become the property of the Borough. One copy shall of the submitted material shall be retained for the official files and will become public record after award of the contract. Should a Proposer claim that a Proposal contains confidential proprietary information the proposer shall identify any such information at submission of Proposal and request that it be held as confidential or returned. The Borough is not responsible for the release of proprietary information not identified by the Proposer.

**ATTACHMENT A  
PROPOSAL COVER PAGE**

**KODIAK ISLAND BOROUGH  
710 Mill Bay Road  
Kodiak, AK 99615**

**ACKNOWLEDGMENTS**

I certify that I am a duly authorized representative of the firm listed below, and that information and materials enclosed with this proposal accurately represent the capabilities of the office listed below for providing the services indicated. The Borough is hereby authorized to request any owner identified in this proposal to furnish any pertinent information deemed necessary to verify information provided or regarding the reputation and capabilities of the firm.

**AMENDMENTS**

The Proposer represents to the Borough that it has relied upon no oral representations from the Borough in the preparation of this proposal. If any amendments are issued to this RFP, the Proposer must acknowledge the receipt of such amendments in the space provided on the line below. Failure to acknowledge receipt of amendments shall render the proposal non-responsive and it will not be evaluated.

**Amendment Acknowledgment Number(s):**

\_\_\_\_\_

**ORIGINAL SIGNATURE**

Acknowledgment sheet must be manually (original signature) signed. A proposal shall be rejected when the proposal is not signed by hand.

_____ Signature of Representative	Office address for which this submittal is made:
Date:_____	Street:_____
Name:_____	P. O. Box:_____
Title:_____	City, State, Zip:_____
Firm:_____	Telephone:_____
Type of Firm (check one)	AK Business Lic. No._____
____ Individual	
____ Partnership	
____ Corporation in the State of: _____	
____ Other (Specify): _____	

**ATTACHMENT B  
PROFESSIONAL SERVICES AGREEMENT**

with  
**\*Business Name\***  
for **\*Scope of Work\***

This **AGREEMENT**, made and entered into this **\*DATE\*** by and between the **KODIAK ISLAND BOROUGH**, organized under the laws of the State of Alaska, hereinafter referred to as the "**Borough**" and **\*Business Name\*** a corporation authorized to do business in Alaska, with offices located at **\*Business Address\***, hereinafter referred to as the "**Consultant**."

**WITNESSETH**

**WHEREAS**, the Borough wishes to enter into an agreement with an independent consultant to **\*Scope of Work\***; and

**WHEREAS**, **\*Business Name\*** submitted a proposal asserting it is qualified to perform these services and able to do so in a timely manner.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1.0     DEFINITIONS**

1.1     "Agreement" shall mean this Professional Services Agreement, including:

Exhibit A – **\*Business Name\*** proposal dated **\*Date\***.

1.2     "Change Order" is an addition to, or reduction of, or other revision approved by the Borough in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

1.3     "Borough" shall all mean the Kodiak Island Borough, Alaska.

1.4     "Contracting Officer" shall mean the KIB Borough Manager and include any successor or authorized representative.

1.5     "Project" shall mean the **\*Scope of Work\***;

**2.0     TERM OF AGREEMENT.** This Agreement shall take effect upon execution. This Agreement shall remain in full force and effect until the Project has been completed and further, until all claims and disputes have been concluded. The work is considered complete when the Borough has received and found acceptable the finished product of all work described in 4.0 Scope of Services or changes thereto. This date is not necessarily the Completion Date as described in 5.0 Completion Date. This Agreement may be amended only in writing and upon compliance with all applicable statutes, ordinances, and

regulations.

**3.0 FEES.** For **\*Scope of Work\***; as described in 4.0 Scope of Services, the Borough will compensate the Contractor an amount not to exceed **\*Cost\***

**4.0 SCOPE OF SERVICES.** The Borough and Consultant have agreed upon a scope of work described in the Consultant's proposal, Exhibit A, to provide professional services based on approved standards and instructions, as specifically described in Exhibit A.

This Scope of Services can only be changed in writing pursuant to Section 26.0 of this Agreement.

**5.0 SCHEDULE FOR COMPLETION.** Reserved.

**6.0 PERSONNEL/ORGANIZATION**

6.1 Key Personnel. Work and services provided by the Consultant will be performed by:

**As specified in Exhibit A.**

6.2 Changes in Key Personnel. The Consultant shall give the Borough reasonable advance notice of any necessary substitution or change of key personnel and shall submit justification therefore in sufficient detail to permit the Borough to evaluate the impact of such substitution on this Agreement. No substitutions or other changes shall be made without the written consent of the Borough.

**7.0 STANDARD OF PERFORMANCE.** The Consultant agrees to provide all required professional services to complete the project and any additions or changes thereto. The Consultant accepts the relationship of trust and confidence established between it and the Borough by this Agreement. The Consultant covenants with the Borough to furnish its best skill and judgment, and to further the interest of the Borough at all times through efficient business administration and management. The Consultant shall provide all services in a competent manner. It is understood that some of the services to be rendered hereunder required professional judgment and skill. In those cases, the Consultant agrees to adhere to the standards of the applicable profession.

**8.0 TIMELINESS OF PERFORMANCE.** Time is of the essence in this Agreement. Consultant's failure to meet any such deadlines or required performance may adversely imperil other contractual obligations of the Borough.

**9.0 COMPLIANCE WITH LAWS.** The Consultant shall be familiar with and at all times comply with and observe all applicable federal, state and local laws, ordinances, rules, regulations, and executive orders, all applicable safety orders, all orders or decrees of administrative agencies, courts, or other legally constituted authorities having jurisdiction or authority over the Consultant, the Borough, or the service which may be in effect now or during performance of the services.

**10.0 INDEMNITY.** The Consultant shall indemnify, defend, and hold harmless the Borough from and against any claim of, or liability for, negligent acts, errors, and omissions of the



Consultant under this agreement, including attorney fees and costs. The consultant is not required to indemnify, defend, or hold harmless the Borough for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Borough. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Consultant and the Borough, the indemnification, defense, and hold harmless obligation of the Consultant, and liability of the parties, shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "Borough" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions of the Borough" means negligence other than in the Borough's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work or the Consultant's subcontractors.

**11.0 INSURANCE.** The Consultant understands that no Borough insurance coverage, including Workers' Compensation, is extended to the Consultant while completing the services described in this Agreement. The Consultant shall carry adequate (commercially reasonable coverage levels) insurance covering Workers' Compensation, general public liability, automobile, professional liability, and property damage including a contractual liability endorsement covering the liability created or assumed under this Agreement. The Consultant shall not commence work under this Agreement or any work on any phase of the Project until the Consultant provides the Borough with certificates of insurance evidencing that all required insurance has been obtained. These insurance policies and any extension or renewals thereof must contain the following provisions or endorsements:

- a. Borough is an additional insured thereunder as respects to general liability arising out of or from the work performed by Consultant of Borough.
- b. Borough will be given thirty (30) days prior notice of cancellation or material alteration of any of the insurance policies specified in the certificate.
- c. Insurer waives all rights of subrogation against Borough and its employees or elected officials.
- d. The insurance coverage is primary to any comparable liability insurance carried by the Borough.

Upon request, Consultant shall permit the Borough to examine any of the insurance policies specified herein. Any deductibles or exclusions in coverage will be assumed by the Consultant, for account of, and at the sole risk of the Consultant.

The minimum amounts and types of insurance provided by the Consultant shall be as set forth in Exhibit B, subject to revision at the Borough's request in order to provide continuously throughout the term of the Agreement a level of protection consistent with good business practice and accepted standard of the industry.

**12.0 GOVERNING LAW.** The laws of Alaska will determine the interpretation, performance and enforcement of this Agreement.

**13.0 OWNERSHIP OF WORK PRODUCTS.** Payment to the Consultant for services hereunder include full compensation for all work products and other materials produced by

the Consultant and its subcontractors pertaining to this Agreement.

The originals of all material prepared or developed by the Consultant or its employees, agents, or representatives hereunder, including documents, drawings, designs, calculations, maps, sketches, notes, reports, data, models, computer tapes, and samples shall become the property of the Borough when prepared, whether delivered or not, and shall, together with any materials furnished the Consultant and its employees, agents, or representatives by the Borough hereunder, be delivered to the Borough upon request and, upon termination or completion of this Agreement. Materials previously created and copyrighted by the Consultant included in this project will remain property of the Consultant. Copies will be made available to the Borough upon request. Materials purchased from and copyrighted by third parties are not included in this provision.

**14.0 PATENTS, TRADEMARKS, AND COPYRIGHTS.** The Consultant agrees to defend, indemnify, and save the Borough harmless from and against any and all claims, costs, royalties, damages and expenses of any kind of nature whatsoever (including attorneys' fees) which may arise out of or result from or be reasonably incurred in contesting any claim that the methods, processes, or acts employed by the Consultant or its employees in connection with the performance of services hereunder infringes or contributes to the infringement of any letter patent, trademark, or copyright. In case such methods, processes, or acts are in suit held to constitute infringement and use is enjoined, the Consultant, within reasonable time and at its own expense, will either secure a suspension of the injunction by procuring for the Borough a license or otherwise, or replace such method, process, etc., with one of equal efficiency.

**15.0 NONWAIVER.** No failure of the Borough or Consultant to insist upon the strict performance by the other of any of the terms of this Agreement or to exercise any right or remedy herein conferred, shall constitute a waiver or relinquishment to any extent of its rights to rely upon such terms or rights on any future occasion. Each and every term, right, or remedy of this Agreement shall continue in full force and effect.

**16.0 SAFETY/PERFORMANCE.** The Consultant shall perform the work in a safe and workmanlike manner. The Consultant shall comply with all federal and state statutes, ordinances, orders, rules, and regulations pertaining to the protection of workers and the public from injury or damage and shall take all other reasonable precautions to protect workers and the public from injury or damage.

**17.0 SUSPENSION OR TERMINATION.**

**17.1 Fault Termination or Suspension.** This Agreement may be terminated by either party upon ten (10) days written notice if the other party fails substantially to perform in accordance with its terms. If the Borough terminates this Agreement, it will pay the Consultant a sum equal to the percentage of work completed and accepted by the Borough that can be substantiated by the Consultant and the Borough, offset by any amounts owed to the Borough. However, within the ten (10) day Notice of Intent to terminate the party in default shall be given an opportunity to present a plan to correct its failure.

**17.2 Convenience Suspension or Termination.** The Borough may at any time terminate

or suspend this Agreement for any reason including its own needs or convenience. In the event of a convenience termination or suspension for more than six (6) months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension. No fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish, and which would have been compensated but because of the termination or suspension would have to be absorbed by the Consultant without further compensation.

17.3 Activities Subsequent to Receipt of Notice of Termination or Suspension. Immediately upon receipt of a Notice of Termination or suspension and except as otherwise directed by the Borough or its Representative, the Consultant shall:

- a. stop work performed under this Agreement on the date and to the extent specified in the Notice; and
- b. transfer title to the Borough (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Borough's representative, work in progress, completed work, supplies, and other material produced as a part of, or acquired in respect of the performance of the work terminated or suspended by the Notice.

18.0 **EQUAL EMPLOYMENT OPPORTUNITY.** The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, marital status, change in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Consultant shall take affirmative action required by law to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, or marital status.

19.0 **NO ASSIGNMENT OR DELEGATION.** The Consultant may not assign, subcontract or delegate this Agreement, or any part of it, or any right to any of the money to be paid under it without written consent of the Contracting Officer.

20.0 **INDEPENDENT CONSULTANT.** The Consultant shall be an independent Consultant in the performance of the work under this Agreement and shall not be an employee or agent of the Borough.

21.0 **PAYMENT OF TAXES.** As a condition of performance of this Agreement, the Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require their payment by any other persons in the performance of this Agreement.

22.0 **PRECEDENCE AND DIVISIBILITY.** The provisions of this Agreement shall fully govern the services performed by the Consultant. If any term, condition, or provision of this Agreement is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully

enforceable.

**23.0 ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties as to the services to be rendered by the Consultant. All previous or concurrent agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

**24.0 COMPLETION OF WORK, TERM OF AGREEMENT.** The Consultant shall perform all work in a timely fashion, and in accordance with the schedules included in this Agreement and Exhibits.

**25.0 CLAIMS AND DISPUTES.** Venue for all claims and disputes under this Agreement, if not otherwise resolved by the parties, shall be in the appropriate Alaska State court in Anchorage or Kodiak, Alaska.

**26.0 CHANGES IN SCOPE OF WORK.**

26.1 General. No claim for additional services not specifically provided in this Agreement will be allowed, nor may the Consultant do any work or furnish any materials not covered by the Agreement unless the work or material is ordered in writing by the Contracting Officer. Preparation of Change Orders and design changes, due to errors and/or omissions by the Consultant, will be done at the sole expense of the Consultant.

26.2 Changes in Scope of Work. The Borough or its representative may, at any time, by a written Change Order delivered to the Consultant, make changes to the scope of work, or authorize additional work outside the scope of work.

26.3 Compensation to the Consultant. If any Change Order for which compensation is allowed under this Article causes an increase or decrease in the estimated cost of, or time required for, the performance of any part of the work under this Agreement, or if such change otherwise affects other provisions of this Agreement, an equitable adjustment will be negotiated. Such an adjustment may be:

- a. in the estimated cost or completion schedule, or both;
- b. in the amount of fee to be paid; and
- c. in such other provisions of the Agreement as may be affected, and the Agreement shall be modified in writing accordingly.

26.4 Any claim by the Consultant for adjustment under this section must be asserted within fifteen (15) days from the day of receipt by the Consultant of the notification of change; provided, however, that the Borough or its representative, deciding that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Section 25.0 of this Agreement.

**27.0 LIMITATION OF FUNDS.**

- 27.1 At no time will any provision of this Agreement make the Borough or its representative liable for payment for performance of work under this Agreement in excess of the amount that has been appropriated by the Borough Assembly and obligated for expenditure for purposes of this Agreement.
- 27.2 Change orders issued pursuant to Section 26 of this Agreement shall not be considered an authorization to the Consultant to exceed the amount allotted in the absence of a statement in the change order, or other modification increasing the amount allotted.
- 27.3 Nothing in this Section shall affect the right of the Borough under Section 17 to terminate this Agreement.
- 28.0 PRIOR WORK.** For the purposes of this Agreement, work done at the request of the Borough or its representative before execution of this Agreement shall be deemed to be work done after its execution and shall be subject to all the conditions contained herein.
- 29.0 NOTICES.** Any notices, bills, invoices, or reports required by the Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Kodiak Island Borough  
Attn: Borough Manager  
710 Mill Bay Road, Room 125  
Kodiak, Alaska 99615

**\*Business Name\***

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**Kodiak Island Borough**

**\*Business Name\***

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: Aimee Williams

By: \_\_\_\_\_

Title: Borough Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Nova M. Javier  
Borough Clerk