

# Notice of Funding Opportunity for Cyber Resilient Massachusetts Grant Program

NOFO No. 2024-Cyber-01

Massachusetts Technology Collaborative 75 North Drive Westborough, MA 01581-3340 <u>http://www.masstech.org</u>

**Procurement Team Leader:** 

# **Maxwell Fathy**

Date Issued: Informational Webinar: Questions Due: Answers to Questions Posted: Applications Due: May 7, 2024 May 23, 2024 May 30, 2024 June 6, 2024 July 1, 2024 by 5PM, and on a rolling basis thereafter

# 1. INTRODUCTION

## 1.1 Overview

The Mass Cyber Center, a division of the Massachusetts Technology Collaborative ("Mass Tech Collaborative" or "MassTech"), is issuing this Notice of Funding Opportunity for the Cyber Resilient Massachusetts Grant Program (NOFO No.2024-Cyber-01) (the "NOFO") to solicit responses from municipalities ("Respondents") interested in receiving grants to fund narrowly focused cybersecurity technology upgrades identified through a cybersecurity vulnerability assessment. Grants will position municipalities to remediate cybersecurity vulnerabilities and be better positioned to defend against cybersecurity threats. Grants will also enable municipalities to integrate with a Security Operations Center (SOC) which may include the CyberTrust Massachusetts SOC. However, respondents are not required to join the CyberTrust Massachusetts SOC to receive funding under this NOFO. Respondents will be competing against each other for grant funding and the submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this NOFO.

Mass Tech Collaborative will be the contracting entity on behalf of the Mass Cyber Center for the purposes of this NOFO, and (except where the specific context warrants otherwise), the Mass Cyber Center and Mass Tech Collaborative are collectively referred to as Mass Tech Collaborative or MassTech. Mass Tech Collaborative will enter into a **Grant Agreement and Statement of Work** with selected Respondents containing certain standard provisions (the "Agreement"), located <u>HERE</u> (please note form of final contract may look different).

# 1.2 Mass Tech Collaborative and the MassCyberCenter

Mass Tech Collaborative is an independent public instrumentality of the Commonwealth of Massachusetts chartered by the Commonwealth to serve as a catalyst for growing its innovation economy. Mass Tech Collaborative brings together leaders from industry, academia, and government to advance technology-focused solutions that lead to economic growth, job creation, and public benefits in Massachusetts. For additional information about Mass Tech Collaborative and its programs and initiatives, please visit our website at <a href="https://www.masstech.org">www.masstech.org</a>.

The **MassCyberCenter** has a vision for a diverse, vibrant, and competitive Massachusetts cybersecurity ecosystem that enhances resiliency for public and private entities, provides workforce development opportunities, and elevates public cybersecurity awareness. The Center carries out this vision through its mission to convene the Massachusetts cybersecurity ecosystem to improve cybersecurity resiliency, workforce development, and public awareness within the state by developing cutting edge programs, organizing engaging events, and leading collaborative working groups. For more information about MassCyberCenter and its programs and activities generally, please visit the web site at <a href="https://masscybercenter.org">https://masscybercenter.org</a>.

# 2. The Grant

## 2.1 Grant Overview

The Cyber Resilient Massachusetts Grant Program will provide grants from the MassCyberCenter to municipalities in Massachusetts to fund narrowly focused technology upgrades that will better position municipalities to defend against cybersecurity threats. Municipalities in Massachusetts are eligible to receive a one-time grant of up to \$25,000 to support cybersecurity improvements based on a vulnerability assessment conducted by a qualified provider. Respondents may apply grant funding towards the cost of vendors to implement the cybersecurity improvements or IT-related staff costs of the municipality performing the services in lieu of using a vendor.

Qualified providers of vulnerability assessments under this NOFO include the following providers:

## CyberTrust Massachusetts

CyberTrust Massachusetts is a non-profit organization established to provide governance to SOC and Cyber Range facilities located at colleges and universities across the Commonwealth that will grow and promote the diversity of the cybersecurity talent pipeline, as well as help provide solutions to municipalities, small businesses, and other organizations for protection against cyber threats. CyberTrust Massachusetts has made available cybersecurity assessments and Managed Endpoint Detection and Response (MDR) to municipalities in Massachusetts. Cybersecurity assessments provide vulnerability scans and health checks to help municipalities understand their cyber posture and the specific shortfalls that create risk. MDR services monitor, detect, and respond to cybersecurity threats 24/7 on municipal endpoints (i.e. laptops, desktops, servers) and are available as part of a paid subscription. CyberTrust Massachusetts is also employing students from its academic members to help provide these SOC services under the supervision of industry experts while receiving workforce training and development opportunities that will prepare them to enter cybersecurity careers.

For more information about CyberTrust Massachusetts, visit https://www.cybertrustmass.org/.

# Cybersecurity Health Check Program

The Office of Municipal and School Technology within the Executive Office of Technology Services and Security offers Cybersecurity Health Checks to local government agencies. Health Checks identify the organization's security gaps and what their ability is to safeguard their data and systems from cyber threats. The objective is to identify technology gaps, discuss best practices, and recommend key areas of improvement that will better protect the organization and their data from cyber threats. Several <u>ITS-78</u> Statewide Contract vendors have been approved to perform these checks. The Health Checks are provided free for local government agencies.

For more information about the Cybersecurity Health Check program, visit: <u>https://www.mass.gov/info-details/cybersecurity-health-check-program</u>

Other Qualified Providers of Vulnerability Assessments

- Results of a <u>Cyber Hygiene Scan</u>, Web Application Scan (WAS), or Penetration Test from the Cybersecurity and Infrastructure Security Agency
- Commonwealth Fusion Center (CFC) Massachusetts Cybersecurity Program (MCP) Vulnerability and Threat Intelligence Project (VTIP)
- A vendor providing support to a municipality or internal municipal staff completing the Nationwide Cybersecurity Review as part of an application for funding under the State and Local Cybersecurity Grant Program

Other vulnerability assessments offered by public sector entities may be considered based on availability. Vulnerability assessments from non-profit entities receiving grant funding from federal or state government agencies to provide this service to municipalities may also be considered.

## 2.2 Grant Requirements and Guidance

Respondents must first receive a vulnerability assessment from a qualified provider as defined in section 2.1 within six months of applying to this NOFO. The respondent shall then obtain a scope(s) of work from a vendor(s) or develop a project plan to be performed by staff of the municipality to address cybersecurity vulnerabilities identified in the assessment. Respondents may request a grant under this NOFO of up to \$25,000 to complete the scope(s) of work or project plan per twelve month period.

Eligible expenses as part of the scope(s) of work or project plans include **one-time** capital equipment, technology hardening, and/or infrastructure upgrades for cybersecurity. Funding may be applied towards the cost of vendors to implement the cybersecurity upgrades or IT-related staff costs of the municipality

performing the services in lieu of using a vendor. The vendor providing the scope of work does not need to be the same vendor that provided the vulnerability assessment.

The following are ineligible uses of funding under this NOFO:

- Costs of the original vulnerability assessment conducted by a qualified provider;
- Improvements that may be funded under the Municipal Local Cybersecurity Grant Program; and
- Scopes of work from CyberTrust Massachusetts to provide cybersecurity upgrades identified through a vulnerability assessment from a qualified provider.

Eligible respondents under this NOFO are municipal entities. Joint applications between municipal entities (i.e. local governments and school districts) are encouraged. Regional school districts may apply separately from local governments.

#### 2.3 Evaluation Process and Criteria

Selection of a Respondent to receive funding as set forth within this NOFO may be based on criteria that include but are not limited to:

- Projects that will address cybersecurity vulnerabilities identified as part of an assessment and reduce the cybersecurity risk of the respondent
- Likelihood that the improvements will assist the respondent in developing a mature cybersecurity program
- Participation of the respondent in statewide cybersecurity collaborations in Massachusetts
- Considerations of geographic and economically equitable outcomes

Mass Tech Collaborative shall evaluate each Application that is properly submitted. As part of the selection process, Mass Tech Collaborative may invite Respondents to answer questions regarding their Application in person or in writing. In its sole discretion, Mass Tech Collaborative may also choose to enter into a negotiation period with a Respondent and then ask the Respondent to submit additional information.

Lack of debarment status by either the state or federal government is also required.

The order of these factors does not generally denote relative importance. The goal of this NOFO is to select and enter into an Agreement with the Respondent that will most closely align with MassTech Collaborative's goals in the publication of this NOFO. Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate.

## 3. APPLICATION PROCESS

#### 3.1 Application and Submission Instructions

Respondents are cautioned to read this NOFO carefully and to conform to its requirements. Failure to comply with the requirements of this NOFO may serve as grounds for rejection of an Application.

- a. All applications must be submitted <u>HERE</u>.
- b. Application shall include:
  - a. An overview of the Respondent, including population of the municipality, number of employees, and description of any participation in cybersecurity collaborations in Massachusetts.
  - b. Copy of the vulnerability assessment completed no later than six months before the response by a qualified provider listed in section 2.1 that identifies recommended cybersecurity improvements.

- c. A non-confidential description of the cybersecurity investment efforts the Respondent will be making based on the assessment and how the improvements will assist the respondent in developing a mature cybersecurity program (250 words maximum).
- d. List of which of the 18 <u>CIS Critical Security Controls</u> are associated with those vulnerabilities being mitigated.
- e. The scope of work from a vendor or a project plan to be performed by IT-related staff of the municipality to address cybersecurity vulnerabilities to implement the cybersecurity upgrades based on the assessmet.
- f. The total not-to-exceed costs for the Project based on projected hours, proposed hourly rates, as well as any other appropriate costs, in the Budget Template (<u>Attachment B</u>). Budgets may not exceed \$25,000. List additional fees, overhead charges, or reimbursable expenses, if any. As a general policy, the Mass Tech Collaborative does not pay mark-ups on reimbursables or out-of-pocket expenses. Mass Tech Collaborative also does not pay for word processing or meals. For travel costs, the Mass Tech Collaborative pays the IRS rate per mile.
- g. Authorized Application Signature and Acceptance Form (<u>Attachment</u> A), which contains specified certifications by Respondent. Please read the certifications carefully before signing.
- h. A copy of the respondent's W-9
- i. Exceptions to the **Grant Agreement and Statement of Work**, located at <u>HERE</u> (please note form of final contract may look different).
- c. Any and all responses, Applications, data, materials, information and documentation submitted to Mass Tech Collaborative in response to this NOFO shall become Mass Tech Collaborative's property and shall be subject to public disclosure. As a public entity, the Mass Tech Collaborative is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66). While there are very limited and narrow exceptions to disclosure under the Public Records Law, subclause (n) of the first paragraph of clause Twenty-sixth of chapter 7 of the Massachusetts General Laws exempts vulnerability assessments relating to cybersecurity, the disclosure of which is likely to jeopardize public safety or cybersecurity. Therefore any vulnerability assessment relating to cybersecurity submitted in response to this NOFO will be presumptively treated as a confidential document. Please label it as such. If a Respondent wishes to have the Mass Tech Collaborative treat any additional information or documentation as confidential, the Respondent must submit a written request to the Mass Tech Collaborative's General Counsel's office no later than 5:00 p.m. ten (10) business days prior to the required date of Application submission. The request must precisely identify the information and/or documentation that is the subject of the request and provide a detailed explanation supporting the application of the statutory exemption(s) from the public records cited by the Respondent. The General Counsel will issue a written determination within five (5) business days of receipt of the written request. If the General Counsel approves the request, the Respondent shall clearly label the relevant information and/or documentation as "CONFIDENTIAL" in the Application. Any statements in an Application reserving any confidentiality or privacy rights that is inconsistent with these requirements and procedures will be disregarded.

# 3.2 Application Timeframe

The application process will proceed according to the following schedule. The target dates are subject to change. Therefore, Respondents are encouraged to check Mass Tech Collaborative's website frequently for updates to the schedule.

MassTech will begin reviewing applications on July 1, 2024, with the initial round due by 5PM on this date. Applications will be accepted on a rolling basis thereafter and reviewed quarterly. Awards will be issued until all program funds are expended.

Task	Date:
NOFO Released	May 7, 2024
Informational Webinar	May 23, 2024
Questions Due	May 30, 2024
Question and Answer File Posted	June 6, 2024
Applications Due	July 1, 2024 by 5PM, and on a rolling basis thereafter

## 3.3 Questions

Questions regarding this NOFO must be submitted by electronic mail to <u>proposals@masstech.org</u> with the following Subject Line: "Questions – NOFO No. 2024-Cyber-01". Responses to all questions received will be posted to Mass Tech Collaborative and Commbuys website(s).

#### 3.4 Informational Webinar

An informational webinar will be held on May 23, 2024 at 12 pm. All potential Respondents interested in participating in the informational session must register <u>here</u>. Mass Tech Collaborative will post summary responses to procedural questions and issues addressed at the webinar here and the Commbuys websites.

#### 3.5 Quarterly Reporting Metrics

Grantees will be required to report quarterly using <u>this grant reporting template</u> on the following metrics as a condition of receiving grants until funding is fully expended:

- The number of vulnerabilities closed as a result of the grant;
- Type of vulnerabilities closed as a result of the grant (short narrative);
- List which of the 18 <u>CIS Critical Security Controls</u> are associated with those vulnerabilities being mitigated;
- Total dollars (including non-MassTech funds) expended as part of improvement projects; and
- Project status (on track; some obstacles or project delays but will be overcome; off track/project in jeopardy)

## 4.0 GENERAL CONDITIONS

#### 4.1 General Information

- a) If an Application fails to meet any material terms, conditions, requirements or procedures, it may be deemed unresponsive and disqualified. The Mass Tech Collaborative reserves the right to waive omissions or irregularities that it determines to be not material.
- b) This NOFO, as may be amended from time to time by Mass Tech Collaborative, does not commit Mass Tech Collaborative to select any organization(s), award any grant funds pursuant to this NOFO, or pay any costs incurred in responding to this NOFO. Mass Tech Collaborative reserves the right, in its sole discretion, to withdraw the NOFO, to engage in preliminary discussions with prospective Respondents, to accept or reject any or all Applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Respondents, and to request modifications to Applications in accordance with negotiations.
- c) On matters related solely to this NOFO that arise prior to an award decision by the Mass Tech Collaborative, Respondents shall limit communications with the Mass Tech Collaborative to the Procurement Team Leader and such other individuals as the Mass Tech Collaborative may designate from time to time. No other Mass Tech Collaborative employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this

NOFO. Respondents may contact the Procurement Team Leader for this NOFO in the event this NOFO is incomplete.

- d) The Mass Tech Collaborative may provide reasonable accommodations, including the provision of materials in an alternative format, for Respondents with disabilities or other hardships. Respondents requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. The Mass Tech Collaborative reserves the right to grant or reject any request for accommodations.
- e) Respondent's Application shall be treated by the Mass Tech Collaborative as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for Mass Tech Collaborative in its sole discretion to reject the Application and/or terminate of any resulting Agreement.
- f) Costs that are not specifically identified in the Respondent's response and/or not specifically accepted by Mass Tech Collaborative as part of the Agreement will not be compensated under any contract awarded pursuant to this NOFO.
- g) Mass Tech Collaborative's prior approval is required for any subcontracted services under any Agreement entered into as a result of this NOFO. The selected Respondent will take all appropriate steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The selected Respondent is responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Respondent.
- h) Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- Mass Tech Collaborative reserves the right to amend the Agreement at any time prior to execution. Respondents should review the Agreement as they are required to specify any exceptions to the Agreement and to make any suggested counterproposal in their Application. A failure to specify exceptions and/or counterproposals will be deemed an acceptance of the Agreement's general terms and conditions, and no subsequent negotiation of such provisions shall be permitted.

## 4.2 Posting of Modifications/Addenda to NOFO

This NOFO has been distributed electronically using the Mass Tech Collaborative and Commbuys websites. If Mass Tech Collaborative determines that it is necessary to revise any part of this NOFO, or if additional data is necessary to clarify any of its provisions, an addendum will be posted to the websites. It is the responsibility of each potential Respondent to check the Mass Tech Collaborative, the Innovation Institute and Commbuys websites for any addenda or modifications to the NOFO. The Mass Tech Collaborative accepts no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date NOFO.

# Attachment A Authorized Respondent's Signature and Acceptance Form

SEE .PDF ATTACHMENT

# Attachment B Budget Template

# SEE EXCEL SPREADSHEET