

IT Professional Technical Services Master Contract

Statement of Work (SOW) For Business Services Issued by

Office of Enterprise Technology (OET) / Enterprise Security Office

Project Title: Program Effectiveness Campaign Enterprise Security Program

Service Categories: Business Analyst and Documentation Specialist

Business Need

The Enterprise Security Office (ESO) was established within the Office of Enterprise Technology in 2006. The ESO is charged with the improvement of the executive branch's IT security posture through the establishment and enforcement of enterprise policies and standards, the deployment of preventative and corrective controls, and the education and training of state employees. The Enterprise Security Office has, with input from state agencies, created a long-term strategic plan and a short-term tactical plan against which it executes priority activity.

The ESO has been funded since its inception by the State's General Fund. In its 2009 session, however, the Legislature required a study on alternative means of funding for the \$4 million program. That study is due March 10. Currently, an outside vendor is working with ESO management to examine funding strategies that would link to and accomplish the tactical plan that was developed by the State IT security community.

The purpose of this contract is to provide a common understanding of the work the ESO performs and to identify the value of the program to the Minnesota government entities that are the program's stakeholders. The campaign would be closely aligned with the legislative study and would serve to reinforce the value, benefits and importance of a strong security program – the program's "ROI"; the campaign would also outline the specific results of the study. The specific stakeholder audience for the campaign is the state legislature; secondary audiences include the agency executives that will make security decisions and investments within individual agencies, and the employees of the executive branch, particularly IT and security staff.

Project Deliverables

The ESO is in search of a business analyst/communications expert to create and document the activities and success of the program, including the creation and

representation of metrics and measures understandable to the target audiences, and to create finished collateral to tell the ESO “story” to the program’s stakeholders.

The campaign would consist primarily of the following materials, with additions and modifications recommended by the consultant after an initial discovery process.

Marketing Collateral

I. Overview print packet (complete by February 15)

This informational print packet should be similar in format and length to other OET marketing materials prepared for a similar audience (e.g., data center, e-licensing) and should outline the purpose, goals and accomplishments of the ESO.

Preliminary outline:

A. Defining the Risks

- Natural Disasters
 - Definition
 - Likelihood/prevalence
 - Risk/impact for state, citizens
- Environmental Disasters
 - Definition
 - Likelihood/prevalence
 - Risk/impact for state, citizens
- Human (Malicious) Activity
 - Definition
 - Likelihood/prevalence
 - Risk/impact for state, citizens
- Other Threats
 - Definition
 - Likelihood/prevalence
 - Risk/impact for state, citizens

B. Addressing the Threat (standard industry approach - elements to a comprehensive security plan)

- Planning (building the systems the right way in the first place - policies and architecture)
- Processes (incorporating effective security behavior into business processes)
- Prevention (monitoring, education, alerts)
- Intervention (stopping attacks in progress)
- Practice (DR exercises, etc.)

C. Our Arsenal (Minnesota’s approach/ESO priorities, activities and tools)

- Policies & Planning
 - Major activity
 - Risks they mitigate
 - Penetration

- Effectiveness
- Architecture & system design
 - Major activity
 - Risks they mitigate
 - Penetration
 - Effectiveness
- Security Tools
 - Major activity
 - Risks they mitigate
 - Penetration
 - Effectiveness
- Education
 - Major activity
 - Risks they mitigate
 - Penetration
 - Effectiveness
- Practice (Disaster Recovery exercise, etc.)
 - Major activity
 - Risks they mitigate
 - Penetration
 - Effectiveness

D. Our Focus and Our Success: statistical data on activity, impact/success; anecdotal account of key highlights and/or statistical success of industry standards. Possible statistical representations (these are examples only; recommendations needed from consultant in conference with Security staff):

- Pie chart reflecting % of investment in each "arsenal" component
- Policy implementation - % of total agencies complying; depiction of impact
- Value of investment (measurable risk vs. cost to state)
- Statistical threat vs. actual attack/damage = effectiveness of prevention
- Improved environment (professionals trained, security architecture projects, integration with major system designs, etc.) = fewer long-term dangers

II. PowerPoint summary (complete by February 15)

A PowerPoint summary of the above materials should be ready for any legislative hearings that relate to the Security Program, and for briefing the Governor's Office.

III. ESO "Elevator Speech" (complete by February 15)

A brief (2-3 paragraph) overview of the Enterprise Security Office (its goals, successes, and activities). This description and definition of the program is to be used consistently by OET leadership, staff, etc., verbally and in written documents.

IV. Overview of Legislative Report (complete by March 1)

This 1-2 page addition to the informational print packet should summarize and rationalize the recommendations of the legislative study.

V. PowerPoint summary of report (complete by March 1)

A second PowerPoint presentation should be prepared to contain

- Condensing of initial PowerPoint summary (II above)
- Summary of report recommendations

Communication Plan

Consultant will be asked to prepare the communications plan for how these materials will be utilized. Audiences include: Legislative committees, Governor's Office, IT governance groups (Security Council, All-CIOs, Program Review Team, Commissioners Technology Advisory Board), individual agency leadership.

Project Milestones and Schedule

Projected Start Date: January 21, 2010

Materials completion: March 15, 2010

End Date (for revisions and additions): May 30, 2010

Project Environment (State Resources)

The following list contains OET and other state government entities which may provide input into this process:

- OET Deputy Commissioner
- Chief Technology Officer
- Chief Information Security Officer
- Security staff
- Contractor working on legislative study
- OET Communications Staff
- OET Customer and Service Management Staff (Security Product Manager)

Responsibilities Expected of the Selected Vendor

The consultant will provide experienced resources that have completed numerous effectiveness studies and communications plans for similar clients. The consultant will have sufficient knowledge of the IT environment and IT security, and experience with business and government leadership to be able to "translate" IT security concepts appropriately to the target audience. Experience with preparing presentations to the Minnesota state legislature is preferable. The consultant will be experienced in facilitating a discussion with technical staff that will result in effective metrics, measures and descriptions of the security program, and will be capable of presenting the concepts in written and PowerPoint format.

Responsibilities will include:

- Recommend an approach to evaluating the effectiveness of the ESO
- Recommend materials content for an executive/legislative audience
- Recommend a set of metrics that will demonstrate program success and can be represented visually and verbally to a lay audience; work with security staff to collect the data
- Draft materials outlined above

- Submit drafts for review and comment
- Develop complete materials set (final graphics and formatting assistance available from Communications staff)
- Develop a communication plan for presentation materials
- Update materials as needed throughout legislative session

Contractor must be onsite for meetings and interviews. A workstation can be supplied on site if required.

Required Skills

Required minimum qualifications:

- Superior writing skills and PowerPoint skills
- 5+ years developing and implementing communications plans for government entities
- 10+ successful comparable plans and/or documents

Desired Skills

- 3+ year of experience with information technology and/or IT security
- Experience with government leadership communications (legislature, commissioners, etc.)

Process Schedule

Proposals due	01/14/10
Anticipated proposal evaluation begins	01/15/10
Anticipated proposal evaluation decision	01/19/10
Anticipated work order completed	01/20/10
Anticipated work begins	01/21/10

Questions

Any questions regarding this Statement of Work should be submitted via e-mail by 3:00 p.m., 01/12/10, to: Eric Breece (eric.breece@state.mn.us)

Questions and answers will be posted on the Office of Enterprise Technology website by 10:00 a.m. 01/13/10, (www.oet.state.mn.us)

SOW Evaluation Process

Phase 1

Review responses to ensure all the requirements are met before further evaluation is completed.

Phase 2 – review proposals

▪ Company & staff experience developing communications & marketing	20%
▪ Three References performing similar work	10%
▪ Cost per deliverable	30%
▪ Required and Desired Skills	10%
▪ Examples (3) of plans completed for customers	10%
▪ Work Plan and schedule	10%

Phase 3

- Interviews

10%

Responses will be reviewed by a team of stakeholders which may include top management of OET. Interviews of one or more responses may be conducted, if needed.

Response Requirements

The Office of Enterprise Technology has the right to refuse the vendor's proposal if the dollar amount proposed is outside OET's available financial resources.

The following items must be included in the vendor's response:

1. Description of the vendor's and proposed staff familiarity and experience in communications and marketing in government, and the related consultants completing the communication and marketing plans.
2. Cost schedule – A breakdown of costs on a deliverable basis.
3. At a minimum, three references for government entities related to the skills needed for this engagement.
4. Resume(s) for the staff who will serve as consultants under this SOW.
5. At a minimum, three sample plans of other similar projects
6. 2-3 sample written documents and 1-2 sample PowerPoints similar to the required deliverables
7. Required forms to be returned or additional provisions that must be included in proposal
 - a. Affidavit of non-collusion (attached)
 - b. Location of Service Disclosure located at http://www.state.mn.us/mn/externalDocs/OET/Location_of_Services_Disclosure_042805115315_ForeignOutsourcingDisclosureCertification.doc

Proposal Submission Instructions

Responses should be submitted by deadline above via e-mail to:

eric.breece@state.mn.us

Subject: Enterprise Security Marketing Proposal

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of

their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Vendor must agree to the following liability language for this Statement of Work:

Indemnification and Hold Harmless

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Information Privacy and Security.

Information Privacy and Security. It is expressly agreed that the CONTRACTOR will not be handling private data collected by STATE and is therefore not a member of or included within the "welfare system" for purposes of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13, and in particular §13.46) as a result of this contract. It is also expressly agreed that CONTRACTOR will not be handling "protected health information" collected by STATE (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). CONTRACTOR is not a "business associate" of STATE, as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR §160.103 as a result of or in connection with this contract. Therefore, CONTRACTOR is not required to comply with the privacy provisions of HIPAA as a result of or for purposes of performing under this contract. If CONTRACTOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this contract, CONTRACTOR will be responsible for its own compliance.

This Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all Responses.

STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

STATE OF MINNESOTA
IT Professional Technical Services Master Contract Program Work Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 502TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____ [Thorough Description of Tasks/Duties]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows: _____ [For example; Resource Type hourly rate]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: _____

4 Authorized Representatives

The State's Authorized Representative is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5 Liability

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the

Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

Signatures as required by the state.