



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 8, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES,
VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Courtney McCarty
STATE CONTRACT PROCUREMENT OFFICER
302-857-4557

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS10557-CYBER_SECUR
Cyber Security and Disaster Recovery Staffing Services

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, School Districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals. .

2. CONTRACT PERIOD:

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Each Vendor's contract shall be valid for a two (2) year period from May 1, 2011 through April 30, 2013. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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L-3 Services, INC.
11000 Commerce Parkway
Mt. Laurel, NJ 08054
Contact: Patricia O'Hagan
Phone: (856) 439-4706
Fax: (856) 914-1349
Email: Patricia.Ohagan@l-3com.com

4. SHIPPING TERMS:

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FOB Destination, freight prepaid.

5. PRICING:

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Prices will remain firm for the term of the contract year.

A list of job skills and vendor pricing can be found at the end of this document.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING:

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

7. PAYMENT:

The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

8. PRODUCT SUBSTITUTION:

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

9. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. REQUIREMENTS:

This contract will be issued to cover the Cyber Security and Disaster Recovery Staffing Services requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Department.

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

13. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

16. PRICE ADJUSTMENT

If agreement is reached to extend this contract beyond the initial two (2) year period from May 1, 2011 through April 30, 2013, the Office of Management and Budget, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

17. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at: http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liasions.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

18. CYBER SECURITY LIABILITY

It shall be the duty of the Vendor to reasonably ensure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and the Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

19. INFORMATION SECURITY

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

20. STANDARD PRACTICES

With respect to work provided to or conducted for the state by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or standards promulgated by DTI. If any service, product or deliverable furnished by a contractor(s) does not conform to DTI standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards or practices.

21. CONFIDENTIALITY AND DATA INTEGRITY

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**; Appendix B attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

22. SECURITY

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for your review. The Contractor is guaranteeing that any systems of software provided by the Contractor are free to the vulnerabilities listed in that document.

23. ACCEPTABLE USE POLICY

The successful offeror will abide by the State of Delaware Acceptable Use Policy, found at <http://dti.delaware.gov/information/AUP.pdf>. Signed Acknowledgement Statement from all key project personnel are required before project work begins.

24. BACKGROUND VERIFICATION

The successful offeror(s) are responsible to assure only qualified personnel are utilized, and that the background of personnel employed, warrants employment in any State facility. This will include the completion of mandatory background checks including criminal background checks on all applicants prior to filling any State of Delaware position. All costs associated with background verification are to be paid by the vendor.

25. WORK AUTHORIZATIONS

When a specific need for IT staffing or services arises, the state will submit the business requirements and technical specifications to any of the approved contractor(s) for estimates. The information submitted by the State will indicate whether the work is to be performed on-site, off-site or some combination of same. The requested contractor(s) interested in performing the required work shall submit a proposal, which must incorporate the business requirements and technical specifications.

The proposal must also identify:

- The security staffing service category or categories involved.
- The qualified individual(s) who will perform the work, together with their resumes.
- The number of person days, to the nearest tenth of a day, for each individual, based on an eight-hour day.
- The daily bid rate for each individual, based on the security staffing service category.
- The cost for each individual.
- The total cost of the proposal.
- The deliverables and a schedule for their completion.
- The payment schedule, which must be based on a deliverable schedule, approved by the State.

A contractor must indicate in the proposal if: (1) costs are on a time and material basis, using the contract bid rates, but not to exceed the total cost shown, or (2) the total cost shown is a fixed price based on the contract bid rates.

Each proposal received will be reviewed by the state to determine if it meets both the business requirements and the technical requirements required. The state will select a contractor(s) based on particular skills, past experience, availability, cost and other factors. The choice of a contractor(s) rests solely with the state.

Actual work will then be authorized. Vendors are not authorized to begin work prior to receiving authorization. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the scope, specifications or any special instructions once they are received by the Contractor(s).

For work costing \$5,000.00 or more, a State of Delaware Purchase Order is also required. No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office.

26. ORIENTATION SESSION

Successful vendors will be required to participate in a DTI orientation covering the State and Education network architecture, standards, policies and procedures. We will provide information on the DTI Organization and its Review Boards and the communication and documentation requirements from our partner vendors.

The Cyber Security and Disaster Recovery Staffing Services contract covers the following technology professional services.

➤ **KNOWLEDGE CATEGORIES**

Applicable to All Job Categories	Required knowledge of and/or experience with the operating systems, hardware, and software used by the State of Delaware. Requires strong interpersonal and communication skills. Proposed candidates must possess qualifications either through education, certification, or experience to meet industry standard for the services requested. Familiarity with industry best practice is a must.
Level 1	Minimum 2 years of practical experience.
Level 2	Minimum 4 years of practical experience.
Level 3	Minimum 6 years of practical experience and 2 years experience in another related discipline. Diverse understanding of cyber security and/or disaster recovery. Advanced degree(s) and/or equivalent certifications.

➤ **JOB SKILLS**

a. **Information Security Education and Awareness Specialist**

Provide assistance and support to the security education and awareness program. Possible projects include production of security awareness products; including computer based training and classroom-led instruction. HIPAA Awareness Training should include interactive training complete with a congratulatory screen showing the name and date of the training that can be printed by the user. This is required should HIPAA auditors ask to see the training list. This training should require the use of the Macromedia Flash 6 Player and the Java Virtual Machine or their equivalent. The training should be about 30 minutes long. CISSP and SANS certifications may be required.

b. **Information Security Analyst**

Perform Information Security and Assurance analysis functions to ensure all applicable requirements are met. Possible projects include risk/vulnerability assessment, penetration testing, social engineering, internal and external vulnerability scanning, incident response, data classification, and measuring compliance to ISO 17799. CISSP and SANS certifications may be required.

c. **Information Security Policy and Standards Advisor**

Assist with the development, publication, and rollout of information security policies, procedure, standards, and guidelines across the enterprise. Advise on compliance with applicable laws and regulations and other governance requirements. Identify communication, education, awareness, and compliance needs. Requires strong knowledge of general information security principles, relevant laws and regulations, and governance requirements. CISSP and SANS certifications may be required.

d. **Senior Security Consultant/Trusted Advisor**

Provide information security advisory services to the Chief Security Officer, Information Security Officers, Information Resource Managers of Agencies and School Districts for the development and execution of Delaware's Information Security Program. Provide recommendation on security policies,

standards, procedures, employee education and programs, staff development, and organizational structure. CISSP and CISM certifications may be required.

e. **Information Technology Auditor**

Plan, conduct, and document audits of the IT infrastructure, general computer controls and other system and application related risk areas. Evaluate internal controls, security-related risk areas, and alignment with policies, standards, and our Enterprise Architecture. Recommend risk mitigation strategies, process improvements and increased internal controls and communicate findings. CISA and CISM certifications may be required.

f. **Disaster Recovery Specialist**

- Assist client agencies with the design, testing, and implementation of disaster recovery plans for their IT data centers, applications and systems.
- Coordinate and monitor disaster recovery tests.
- Ensure that all Agency/School District disaster recovery plans are kept current and copies are maintained centrally and off-site.
- Develop and conduct periodic simulated disaster scenarios and assist in the validation of the recovery plans and procedures.
- Provide agency training on the planning, testing and evaluation of disaster recovery scenarios as they relate to the Agency's/School District's IT systems and applications.
- Negotiate/contract with key disaster recovery, data storage, and hot/cold site industry providers.
- Ensure that all critical State systems and information is included in a disaster recovery plan.
- Prioritize the recovery of data, systems, and facilities across all State departments, agencies and school districts.
- Assist with coordination of real-time recovery activities during a disaster event.
- Document the readiness of the State's IT infrastructure for recovery from a disaster.

g. **Continuity of Operations Specialist**

- Assist client agencies with the design, testing, and implementation of Continuity of Operations Plans.
- Coordinate and assist in the evaluation of Continuity of Operations drills.
- Ensure that all Agency/School District Continuity of Operations Plans are kept current and maintained centrally.
- Provide Agency/School District training on Continuity of Operations Plans and the State's implemented Living Disaster Recovery Planning System.
- Negotiate/contract with key state partners and hot/cold site industry providers.
- Ensure that the essential functions of all Agency/School Districts are documented and maintained in the Living Disaster Recovery Planning System.
- Assist with the coordination of a real-time Continuity of Operations activation during an event.
- Assist with the administration and maintenance of the State's Living Disaster Recovery Planning System.

Appendix C

VENDOR NAME:	L-3 Services, Inc.
ADDRESS:	11000 Commerce Parkway
CITY, STATE, ZIP CODE:	Mt. Laurel, NJ 08054
PHONE:	856.439.4700
FAX:	856.914.1349
CONTACT NAME:	Patricia O'Hagan
EMAIL:	Patricia.Ohagan@L-3com.com

Category	Rate Range/Hour
Information Security Education and Awareness Specialist	
Level 1	\$71.89
Level 2	\$82.57
Level 3	\$104.42
Information Security Analyst	
Level 1	\$84.28
Level 2	\$105.10
Level 3	\$145.86
Information Security Policy and Standards Advisor	
Level 1	\$108.56
Level 2	\$116.93
Level 3	\$139.03
Senior Security Consultant/Trusted Advisor	
Level 1	\$101.55
Level 2	\$130.65
Level 3	\$163.94
Information Technology Auditor	
Level 1	\$67.29
Level 2	\$87.32
Level 3	\$108.93
Disaster Recovery Specialist	
Level 1	\$84.90
Level 2	\$116.93
Level 3	\$139.42
Continuity of Operations Specialist	
Level 1	\$99.74
Level 2	\$111.03
Level 3	\$136.73