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David C. Johnson, Executive Director

Instructions for Use Memorandum

To: Mississippi Government IT Directors and Purchasing Agents

From: David C. Johnson

Date: April 22, 2015 (Revised July 21, 2022)

Re: Security Assessment Services RFP No. 3735 Instructions for Use

CC: ITS Project File Number 47233

1. Introduction

To comply with the State of Mississippi Enterprise Security Policy (ESP), each State Agency must have a comprehensive, third-party security assessment performed on their network infrastructure at least once every three years. You may find the latest version of the ESP posted on the ITS website at: https://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx. Your State ID will be required to access the web page.

Agencies must submit an executive summary and a remediation plan addressing any issues identified in this assessment to ITS. As recommended by ITS, agencies may perform regular security assessments on their network more frequently, but it is not mandatory that they provide reporting for the additional security assessments. Reporting is only required for the comprehensive security assessment satisfying the ESP requirement. **Please do not email or fax the information.** For more details regarding agency third party assessment reporting guidelines, please visit: https://www.its.ms.gov/Services/Pages/State-Government-Resources.aspx and follow the link titled Security Assessment Information. Your State ID will be required to access the web page.

ITS issued RFP No. 3735 for the acquisition of Security Assessment Services. Next Step Innovation was awarded this project based upon an evaluation of proposals received in response to this RFP. A Master Security Consulting Services Agreement was executed on March 26, 2015 and has been extended through June 30, 2023. Services provided under this award may be used to satisfy the requirements of the ESP.

2. Effective Dates

The Security Assessment Services Award is valid from publication date until June 30, 2023 or until revised or replaced.

3. Who May Use

The products and services on the attached price sheet may be acquired by any government entity in the State of Mississippi desiring to perform a security risk analysis. Any government entity choosing to use this award must follow these Instructions for Use even if the entity is not under ITS purview.

4. Dollar Limitations of Use

- 4.1. The purchase limit is \$250,000.00 per project for the use of the Security Assessment Services Award without additional approval from ITS.
- 4.2. Projects in excess of \$250,000.00 are beyond the scope of this delegated process and are subject to full ITS review and authorization through use of the Competitive Procurement Request Form. A copy of the form can be obtained from the following link: http://www.its.ms.gov/Procurement/Pages/Procurement-Forms.aspx.

5. Product and Pricing Information

- 5.1. The Next Step Innovation price list is attached. Information used to publish this list was provided by Next Step Innovation.
- 5.2. The prices on the attached Appendix A are not-to-exceed prices that may be lowered through negotiations, but not raised.
- 5.3. Travel and per diem is not included in the "per instance" cost.
- 5.4. Should the required purchase need a specialized configuration with products/services not listed in the attached price list, ITS approval will be required.

6. How to Use this Award

- 6.1. It is not necessary to negotiate a separate contract with Next Step Innovation to use this award.
- 6.2. You must obtain a Statement of Work (SOW) from Next Step Innovation and verify pricing provided in the SOW with the attached Security Assessment Services price list. Cover any project specific terms and conditions related to a given project in the SOW.
- 6.3. Next Step Innovation must sign a "Certification of Destruction" document and submit same to Customer at the conclusion of their consulting engagement. A copy of the Certification of Destruction form is attached to this document as Appendix B.
- 6.4. Customer and Next Step Innovation must sign a Confidentiality Agreement prior to services being provided. A copy of this document is attached as Appendix C.
- 6.5. Place your order directly with Next Step Innovation. Please reference RFP Number 3735
 – Security Assessment Services on your purchase order. Confirm all orders with the Next Step Innovation and then issue appropriate purchase orders.
- 6.6. Vendor contact information is included in the table below:

Contact Information	Place Order To	Remit To
Trent Townsend	Next Step Innovation	Next Step Innovation
Office: 601-708-4510	P. O. Box 12707	P. O. Box 12707
Mobile: 662-312-2131	Jackson, MS 39236	Jackson, MS 39236
Fax: 866-412-4090		
E-mail: trent_townsend@nextstepinnovation.com		

7. <u>Mississippi's Accountability System for Government Information and Collaboration</u> (MAGIC)

- 7.1. State agency customers are required to purchase through Mississippi's Accountability System for Government Information and Collaboration (MAGIC).
 - 7.1.1. The MAGIC Contract number is 8500000360.
 - 7.1.2. The Supplier number is 3100005309.
- 7.2. State agency customers will be required to use NIGP codes when purchasing through MAGIC. The following code will be used for purchasing Security Assessment Services:

NIGP Code	Description
91871	IT Professional Services

8. Audit Integrity

- 8.1. It is the responsibility of every customer using this contract to maintain proper records to reflect that all procurements from this Master Contract are made in accordance with ITS policies and procedures. Customers should make sure to capture adequate documentation that the recommendations and directives in this Instructions for Use Memorandum are followed.
- 8.2. At a minimum, include the following in your Purchase/Audit File:
 - 8.2.1. A copy of this Instructions for Use Memorandum with the attached Security Services price list showing the service(s) being purchased;
 - 8.2.2. A copy of the SOW containing the pricing for the services purchased;
 - 8.2.3. A copy of the purchase order; and,
 - 8.2.4. Any additional project-related documentation or justification.

9. To Report Problems or Request Assistance

- 9.1. If you have any problems with your RFP No. 3735 order, please do the following:
 - 9.1.1. Notify Next Step Innovation of the problem in writing; and
 - 9.1.2. Send a copy to ITS using one of the following methods:

9.1.2.1.1. E-mail: isshelp@its.ms.gov

9.1.2.1.2. FAX: (601) 713-6380

- 9.1.2.1.3. Mail: ITS, 3771 Eastwood Drive, Jackson, MS 39211
- 9.2. If you have any feedback that may help us improve this process, ITS also want to know about it. Please contact us in writing by e-mail, fax, or mail.
- 9.3. If you have questions about using RFP No. 3735, please contact the ITS Procurement Help Desk via email at isshelp@its.ms.gov.

Attachments: Appendix A – Security Assessment Services Price List

Appendix B – Certification of Destruction Appendix C – Confidentiality Agreement

Appendix A

SECURITY ASSESSMENT SERVICES PRICE LIST FOR RFP No. 3735 Prices Effective through June 30, 2023

Table 1 – Assessment Services

Function/Expertise/Service	Per Instance Cost
External Vulnerability Scans – Without credentials	\$15.00
External Vulnerability Scans – With credentials	\$15.00
Internal Vulnerability Scans – Without credentials	\$50.00
Internal Vulnerability Scans – With credentials	\$50.00
Windows System Manual Review – including vulnerability scan	\$200.00
Solaris/Linux/Unix System Manual Review – including vulnerability scan	\$200.00
Network Device Review – including vulnerability scan	\$150.00
Network Device Review with Nipper – including vulnerability scan	\$135.00
Virtual Host Server System Review – including vulnerability scan	\$200.00
Wireless Scanning	\$300.00
Perimeter Firewall Analysis – including vulnerability scan	\$400.00
Perimeter Firewall Analysis with Nipper – including vulnerability scan	\$300.00
Internal and External Router Analysis – including vulnerability scan	\$400.00
Internal and External Router Analysis with Nipper - including vulnerability	\$300.00
scan	
Core Network Switch Analysis – including vulnerability scan	\$300.00
Core Network Switch Analysis with Nipper – including vulnerability scan	\$200.00
Edge Network Switch Analysis – including vulnerability scan	\$200.00
Edge Network Switch Analysis with Nipper – including vulnerability scan	\$100.00
VPN Concentrator/Firewall Assessment – including vulnerability scan	\$300.00
VPN Concentrator/Firewall Assessment with Nipper – including vulnerability	\$200.00
scan	
Cisco Secure ACS Analysis – with vulnerability scan	\$300.00
VOIP Server Security Analysis – with vulnerability scan	\$300.00
Database Vulnerability Scan	\$800.00
Database Security Analysis	\$400.00
Password Strength Assessment	\$300.00
Application Assessment Services (automated)	\$600.00
Report generation – Full Audit	\$500.00
Report generation – Vulnerability scans only	\$250.00

Table 2 – Hourly Rate Services

Function/Expertise/Service	Hourly Rate
Mainframe System Review	\$125
Application Assessment Services (manual)	\$125
Network Sniffing	\$115
Penetration Testing Services	\$135
Documentation Review	\$115
Security Policy Review	\$135
General Consulting Services	\$135

Appendix B

CERTIFICATION OF DESTRUCTION



Letter of Certification of Destruction of Security Related Reports

Next Step Innovation must certify that the required security reports and information they gathered during the process of providing security risk and assessment services has been delivered in both hard copy and electronic form to the Customer. Next Step Innovation must certify that within 30 days of the delivery of said reports and information, all subsequent copies, both hard copies and electronic copies, have been properly shredded, deleted or otherwise destroyed.

I hereby certify that the reports and information gathered by our company in the execution responsibilities under contract nohave been properly shredded, deleted, or other destroyed in accordance with the requirements stated above.	
Company Name:	
Company Representative (Print Name):	
Company Representative Signature:	
Date Submitted:	

Appendix C

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter referred to as "Agreement") is entered into by and between Next Step Innovation a Mississippi corporation (hereinafter referred to as "Contractor") having an office at 703 Highway 80 West, Clinton, Mississippi 39056, and {INSERT NAME OF CUSTOMER AGENCY}, having its principal place of business at {INSERT STREET ADDRESS FOR CUSTOMER AGENCY} (hereinafter referred to as "Customer Agency"). Contractor and the Customer Agency are collectively referred to herein as "the Parties".

WHEREAS, confidential information (hereinafter referred to as "Information" and "Confidential Information") may be used for evaluating transactions between the Parties; and

WHEREAS, the Parties desire to protect any such confidential information, and each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient);

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 DISCLOSURE OF INFORMATION

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. Excluding Information obtained via electronic access, if Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

ARTICLE 2 USES AND OWNERSHIP OF CONFIDENTIAL INFORMATION

Confidential Information will be used for evaluating transactions between the Parties and/or their employees. Until the Parties have completed all such transactions pursuant to definitive agreements, or unless one of the Parties obtains prior written authorization from the other, such Confidential Information will be kept strictly confidential by the Parties and their respective employees. Duplication, distribution or disclosure of any Confidential Information to any persons other than the Parties' employees who (a) are actively and directly participating in the evaluation of the transaction or (b) those who otherwise need to know such information for the purpose of evaluating each transaction, and who agree to keep such information confidential and be bound by this Agreement as if they were signatories is strictly prohibited. Before disclosure to any of the above- mentioned employees, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement. Both Parties agree to the determination of the other regarding the classification of Confidential Information and to take appropriate steps to safeguard it from disclosure. Each of the Parties is liable for any breach by it or its employees. Modification, alteration, breakdown, disassembly or reverse engineering of any Confidential Information is prohibited without prior written consent.

Confidential Information is the property of the original disseminator. Derivatives and improvements are property of the disseminator of the Confidential Information from which the derivative improvement arises.

ARTICLE 3 CONFIDENTIALITY PERIOD

The Parties understand and agree that their obligations under this Confidentiality Agreement shall continue in effect in perpetuity or until such time as the Information becomes general public knowledge through no fault of their own.

ARTICLE 4 EXCEPTIONS TO CONFIDENTIAL INFORMATION

Confidential Information does not include information that is: (a) already in the Recipient's possession without obligation of confidentiality; (b) developed independently, or (c) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient.

ARTICLE 5 REQUEST FOR DISCLOSURE OF INFORMATION

If either of the Parties is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, other process, or an order issued by a court or by a local, state or federal regulatory or administrative body) to disclose Confidential Information, each agrees to immediately notify the other of the existence, terms and circumstances surrounding such request or order; consult with the other on the advisability of the owner of the Confidential Information taking steps to resist or narrow such request or order, and refrain from opposing any action by the owner of the Confidential Information to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

ARTICLE 6 RETURN/DESTRUCTION OF CONFIDENTIAL INFORMATION

If either party determines that it does not wish to proceed with any transaction, that party will promptly advise the other. If all transactions contemplated by the Parties are not consummated, or at any time and upon request, the Parties will promptly deliver to each other all of the Confidential Information in any form whatsoever and destroy all copies, reproductions, summaries, analyses or extracts thereof based thereon in the Parties' possession or in the possession of any of their employees. Upon the request, such destruction will be certified in writing under penalty of perjury by an authorized employee who supervised the destruction thereof. Notwithstanding the return or destruction of the Confidential Information, the Parties and their employees shall continue to be bound by the obligations hereunder. The Parties agree to limit and control the copies, extracts or reproductions made of the Confidential Information and to keep a record of the Confidential Information furnished to them and the location of such Confidential Information. The Parties will also maintain a list to whom Confidential Information has been disclosed and shall deliver to the other, upon written request, a copy of such list, specifying the Confidential Information disclosed or provided and the date on which such Confidential Information was first disclosed.

ARTICLE 7 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

INSERT NAME OF CUSTOMER AGENCY	Next Step Innovation
By:	Ву:
Authorized Signature	Authorized Signature
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: