

# Request for Proposals for a Consultant to Establish the Massachusetts Cybersecurity Consortium Non-Profit

RFP No. 2022-Cyber-01

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

Procurement Team Leader: Maxwell Fathy

RFP Issued: 2/4/2022 Questions Due: 2/14/2022

Answers to Questions Posted: 2/22/2022

Responses Due: 2/28/2022 by 3:00PM EST

#### 1. INTRODUCTION

#### 1.1 Overview

Massachusetts Technology Collaborative ("Mass Tech Collaborative" or "MassTech"), on behalf of the MassCyberCenter is issuing this Request for Proposals for a Consultant to Establish the Massachusetts Cybersecurity Consortium Non-Profit (RFP No.2022-Cyber-01) (the "RFP"). This RFP solicits responses from qualified consultants ("Respondents") interested in leading the establishment of a non-profit organization that will form the lead governance entity of the Massachusetts Cybersecurity Consortium comprised of Security Operations Center ("SOC") and Cyber Range facilities in Massachusetts. Eligible respondents could be an individual or a firm. Respondents will be competing against each other for selection to provide the services set forth herein (the "Services"). The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP, and a single Respondent may be selected.

Mass Tech Collaborative will be the contracting entity on behalf of MassCyberCenter for the purposes of this RFP, and (except where the specific context warrants otherwise), MassCyberCenter and Mass Tech Collaborative are collectively referred to as Mass Tech Collaborative or MassTech. Mass Tech Collaborative will enter into a **Services Agreement and Statement of Work** with selected Respondents containing certain standard provisions (the "Agreement"), located <u>HERE</u>.

## 1.2 Mass Tech Collaborative and 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. MassTech's mission is to strengthen the competitiveness of the tech and innovation economy by driving strategic investments, partnerships, and insights that harness the talent of Massachusetts. For additional information about Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.

The MassCyberCenter was launched in September 2017 with a vision to enhance opportunities for the Massachusetts cybersecurity ecosystem to compete as the national cybersecurity leader while strengthening the resiliency of the Commonwealth's public and private communities. The Center carries out this vision through its mission to enhance conditions for economic growth through outreach to the cybersecurity ecosystem of Massachusetts while fostering cybersecurity resiliency within the Commonwealth. Activities focus on convening the top public safety, technology, and municipal leaders across the state to grow programs that support our key institutions. For more information about MassCyberCenter and its programs and activities generally, please visit the web site at https://masscybercenter.org.

## 1.3 Overview of the Massachusetts Cybersecurity Consortium

The MassCyberCenter is issuing this RFP in support of the establishment of the Massachusetts Cybersecurity Consortium ("the Consortium") that will help provide solutions to municipalities, small businesses, and other organizations for protection against cyber threats, as well as grow and promote the diversity of the cybersecurity talent pipeline. Through the creation of and engagement with SOC and Range facilities, the Consortium aims to address the following needs of the Massachusetts cybersecurity ecosystem ("the Imperatives"):

• *Undersecurity* – Organizations across the Commonwealth, especially municipalities, small businesses, and non-profits, are challenged to find affordable resources to defend themselves against growing cybersecurity threats and maintain cyber resiliency.

- Underemployment There is a supply shortage of trained workers available to meet the
  cybersecurity industry's workforce demands. Additionally, communities of color and women are
  underrepresented in the cybersecurity workforce and are frequently overlooked for employment
  due to a lack of experience.
- *Employee Training* Businesses across the Commonwealth do not have a location to send their employees to receive cybersecurity training at an affordable rate.
- Business/Economic Development There is a need to convene regional hubs for business
  development where cybersecurity entrepreneurs can establish and grow startups or where
  specific industry segments such as defense contractors can receive specialized support.

The Consortium's Imperatives will be coordinated and implemented through the creation of a non-profit organization that provides SOC and Cyber Range facilities assistance with strategic planning and coordination. The non-profit will have an Executive Director that reports to a Board of Directors which shall provide strategic oversight to programs and help identify funding sources. The non-profit will establish guidelines to advance the imperatives, support educational programs, advocate to public and private stakeholders, and allocate financial resources. In addition to the Executive Director, the non-profit will have resources for financial management, legal advice, business development, and administration.

Facilities offering SOC services, Cyber Range services, or both will be designated as "Cybersecurity Centers of Excellence" or "CCEs." CCEs must be members of the Consortium committed to addressing the imperatives and will be subject to paying membership dues to the non-profit as well as other membership requirements as established by the non-profit.

A SOC monitors network operations and provides a focal point for initial incident detection and response. Consortium SOC services will be provided to customers by a Managed Security Service Provider (MSSP) in partnership with CCEs located statewide. The non-profit will pay for and hold the MSSP license and integrate SOC facilities at CCEs statewide. SOC services will be provided to municipalities, small business, and non-profit organizations for a fee. SOC facilities will recruit customers to join the Consortium in partnership with the non-profit. SOC facilities will provide workforce and training opportunities for students affiliated with the entity operating the proposed CCE.

A cyber range provides a safe place to allow training of personnel, testing of tools, and development of software, techniques, or hardware. The non-profit will manage a statewide cyber range contract with a vendor that offers cyber range services at the CCEs. Range facilities can focus specifically on one customer sector or serve a combination of many types of customers, including: students in cybersecurity academic programs; adult learners transitioning careers; employees needing cybersecurity training, or specialized industry training for businesses needing credentials (i.e. defense). Range facilities will recruit and establish fee structures with their customers.

For long term sustainability, the non-profit will raise revenues from grants, membership dues, service fees, and philanthropic/corporate sources as well as manage government funding streams to pay for MSSP and Range licenses, provide capital/operating expenditure support to CCEs, and its own organization's administrative expenses.

## 2. SERVICES REQUIRED

#### 2.1 Overview

The MassCyberCenter is seeking a consultant to manage the establishment of a non-profit organization that will be the lead governance entity of the Consortium.

## 2.2 Scope of Services

Applicants are required to describe their approach for the following Services.

The selected respondent will be responsible for the following services under the guidance of the MassCyberCenter:

- Creating the non-profit, including establishment of the legal entity, bylaws, and articles of organization;
- Supporting the creation of the Board of Directors;
- Engaging with potential and selected CCEs and integrating them as members of the Consortium;
- Establishing a framework for the entity's operating plan and budget for year 1 of operations;
- If necessary, crafting a Request for Proposal for an MSSP to provide SOC services;
- Identifying and contracting with qualified service providers, as determined necessary, to carry out the services set forth in this RFP; and
- If necessary, reviewing responses to proposals and applications for funding on behalf of the MassCyberCenter and the Consortium.

The selected respondent will be provided with resources on a reimbursable basis to contract with vendors, such a legal services provider, to carry out these responsibilities, subject to advance approval by MassTech.

The selected respondent may apply to serve as the Executive Director of the Consortium.

## 2.3 Work Schedule

The respondent should submit a proposed schedule to complete the services requested, assuming an April 1, 2022 start date, and provide a project plan and timeline to fully establish the non-profit entity, which shall be done in an expeditious manner.

### 3 APPLICATION PROCESS

### 3.1 Application and Submission Instructions

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

- a. Required Submissions- All Applications must include the items listed below:
  - Application Cover Sheet (<u>Attachment A</u>)
  - Proposal, which shall include:
    - A cover letter describing the Respondent's qualifications to perform the Services and proposed approach and the Respondents experience with respect to the evaluation criteria set forth in Section 4.2 below. Also indicate if the Respondent is interested in applying to serve as the Executive Director of the Consortium upon competition of the Scope of Services.
    - Respondent's proposed approach to providing the services and achieving the objectives of these services. The approach should include a high-level outline of the prioritized tasks required and a projected schedule for completion of the work;
    - Bios and resumes for all individuals associated with the Respondent providing the services;

- Provide the total not-to-exceed costs for providing the Services based on projected hours, proposed hourly rates, as well as any other appropriate costs, in the Budget Template (Attachment C). 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. For travel costs, the Mass Tech Collaborative pays the IRS rate per mile.
- Three references for work previously performed by the Respondent that is substantially similar to the Services. References should include a contact person, address and phone number.
- Authorized Application Signature and Acceptance Form (<u>Attachment</u> B). By executing the Authorized Respondent's Signature and Acceptance Form and submitting a response to this RFP, Respondents certify that they (1) are in compliance with the terms, conditions and specifications contained in this RFP, (2) acknowledge and understand the procedures for handling materials submitted to the Mass Tech Collaborative as set forth in subsection d. below, (3) agree to be bound by those procedures, and (4) agree that the Mass Tech Collaborative shall not be liable under any circumstances for the disclosure of any materials submitted to the Mass Tech Collaborative pursuant to this RFP or upon the Respondent's selection.
- Exceptions to the Services Agreement and Statement of Work, located at HERE, if any.
- b. Applications **must** be delivered as follows:
  - All documents **must** be submitted electronically to <a href="mailto:proposals@masstech.org">proposals@masstech.org</a> (please include the RFP number in the subject heading).
- c. Any and all responses, Applications, data, materials, information and documentation submitted to Mass Tech Collaborative in response to this RFP 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). There are very limited and narrow exceptions to disclosure under the Public Records Law. If a Respondent wishes to have the Mass Tech Collaborative treat certain 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. fourteen (14) business days prior to the required date of Application submission set forth in Section 3.2 below. 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 ten (10) 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 and shall only include the confidential material in the hard copy of 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.

Task	Date:
RFP Released	2/4/2022
Questions Due	2/14/2022 @ <b>5 PM EST</b>
Question and Answer File Posted	2/22/2022 @ <b>5 PM EST</b>
Applications Due	2/28/2022 @ <b>3 PM EST</b>

## 3.3 Questions

Questions regarding this RFP must be submitted by electronic mail to <a href="mailto:proposals@masstech.org">proposals@masstech.org</a> with the following Subject Line: "Questions – RFP No. 2022-Cyber-01"). All questions must be received by 5:00 p.m. EST on 2/14/2022. Responses to all questions received will be posted on or before 5:00 p.m. on 2/22/2022 to Mass Tech Collaborative and Comm-Buys website(s).

#### 4 EVALUATION PROCESS AND CRITERIA

#### 4.1 Process

The Mass Tech Collaborative shall evaluate each Application that is properly submitted. As part of the selection process, Mass Tech Collaborative may invite finalists 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 one or more finalist Respondent(s) and then ask the Respondent(s) to submit a best and final offer.

#### 4.2 Criteria

Selection of a Respondent to provide the services sought herein may be based on criteria that include but are not limited to:

- Experience creating and managing the startup of a non-profit or other organizations in Massachusetts;
- Familiarity with the cybersecurity services industry in Massachusetts;
- Familiarity with Security Operations Centers and Cyber Ranges;
- Commitment to improving the diversity of the cybersecurity workforce;
- Familiarity with cybersecurity workforce development issues;
- Previous work with academic programs, preferably cybersecurity or STEM-related;
- Experience interacting with municipalities around cybersecurity resiliency;
- Familiarity with fundraising processes from public, private, and philanthropic sources;
- Strategic planning skills and ability to envision and promote an organizational mission;
- Budgeting and non-profit financial management skills;
- Strong public commitment to ethical management of resources and personnel; and
- Project management experience.

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 RFP is to select and enter into an Agreement with the Respondent that will provide the best value for the Services to achieve MassTech Collaborative's goals. Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the "best value".

#### **5.0 GENERAL CONDITIONS**

#### 5.1 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 RFP, as may be amended from time to time by Mass Tech Collaborative, does not commit Mass Tech Collaborative to select any firm(s), award any contracts for services pursuant to this RFP, or pay any costs incurred in responding to this RFP. Mass Tech Collaborative reserves the right, in its sole discretion, to withdraw the RFP, 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, all to the same extent as if this were a Request for Information.
- c) On matters related solely to this RFP 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 RFP. Respondents may contact the Procurement Team Leader for this RFP in the event this RFP 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 RFP.
- g) Mass Tech Collaborative's prior approval is required for any subcontracted services under any Agreement entered into as a result of this RFP. 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.
- i) 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.

# 5.2 Posting of Modifications/Addenda to RFP

This RFP has been distributed electronically using the Mass Tech Collaborative and COMMBUYS websites. If the Mass Tech Collaborative determines that it is necessary to revise any part of this RFP, 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, MassCyberCenter and COMMBUYS websites for any addenda or modifications to the RFP. The Mass Tech Collaborative accepts no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date RFP.

# Attachment A Application Cover Sheet

Name of Respondent						
Mailing Address	City/Town		State	Zip Code		
Telephone	Fax		Web Address			
Primary Contact for Clarification Prim		Primary C	Primary Contact E-mail Address			
Authorized Signatory		Authorized Signatory E-mail Address				
Legal Status/Jurisdiction (e.g., Corporation, LLC, LLP, etc.)	a Massachusetts	Respondents DUNS No.				

# Attachment B <u>Massachusetts Technology Collaborative</u> Authorized Respondent's Signature and Acceptance Form

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFP requirements. The Respondent acknowledges that all of the terms and conditions of the RFP are mandatory, and that Respondent's response is compliant with such requirements.

The Respondent understands that, if selected by the Mass Tech Collaborative, the Respondent and the Mass Tech Collaborative will execute an Agreement specifying the mutual requirements of participation. The undersigned has either (please check one): specified exceptions and counter-proposals to the terms and conditions of the Services Agreement and Statement of Work; or agrees to the terms and conditions set forth therein; The undersigned acknowledges and agrees that the failure to submit exceptions and counter-proposals with this response shall be deemed a waiver, and the Agreement shall not be subject to further negotiation. Respondent agrees that the entire bid response will remain valid for sixty (60) days from receipt by the Mass Tech Collaborative. I certify that Respondent is in compliance with all corporate filing requirements and State tax laws. I further certify that the statements made in this response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge. Respondent: (Printed Name of Respondent)

By: \_\_\_\_\_\_(Signature of Authorized Representative)

Date:

Name:

# Attachment C Budget Template

# **SEE EXCEL SPREADSHEET**