

Date: July 2, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(P)(19)

Resolution No. R-613-24

Subject: Recommendation to Reject All Proposals for Enterprise Managed Security Solutions

Summary

The goal of this solicitation was to establish a contract for the Information Technology Department (ITD) to purchase an Enterprise Managed Security Solutions to improve and enhance the County's cybersecurity tools and infrastructure in preventing or responding to malicious cybersecurity events, improving resiliency, and ensuring compliance with changing cybersecurity requirements. This item is requesting rejection of all proposals received in response to the solicitation due to the changes within the County's cybersecurity needs, new state legislation passed after proposals were received, and the respondents' submittal of proposals that exceeded the anticipated budget for the project.

ITD has worked on revising the scope of services to allow for a reassessment of required products and services to remain compliant with current and future National Institute of Standards and Technology (NIST), Cybersecurity and Infrastructure Security Agency (CISA), and County policies, which will be incorporated in a new solicitation.

It is essential for a County-managed security agreement of this magnitude to include the newly enacted provisions to ensure ongoing compliance with state and federal legislation. Therefore, the rejection of all proposals is recommended. After analyzing the changes in the laws and the impact on cost, ITD has revised the scope of services, and it is anticipated to be advertised as a replacement solicitation in the fourth quarter of 2024.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve rejection of all proposals received under *RFP-02228, Enterprise Managed Security Solutions* for ITD. This contract was intended to replace access *Contract No.190000001531, Managed Security Services*, which was adopted by the Board on December 3, 2019 through Resolution No. R-1302-19. The contract was valued at \$4,318,694 for a four-year and nine-month term and expired on December 31, 2023. The maintenance and support services are currently being obtained through a competitively solicited contract under an established prequalification pool.

Background

A Request for Proposals (RFP) was issued under full and open competition on February 14, 2022. On the closing date of May 13, 2022, the County received 21 proposals, including six from local firms. On May 27, 2022, a request for responsiveness determination was forwarded to the County Attorney's Office (CAO). The CAO responded on August 3, 2022, and deemed two proposals, namely Insight Public Sector, Inc. and DSS Management Inc., non-responsive (see attached). The request for a Competitive Selection Committee appointment was sent to the Office of Small Business Development (SBD) on February 23, 2022, and the Competitive Selection Committee Appointment Memorandum was received on September 7, 2022. The proposals were sent to Commission on Ethics (COE) and Office of Inspector General (OIG) on August 5, 2022, in accordance with Resolution No. R-321-23. The COE response was received on August 10, 2022, and the OIG response on August 16, 2022.

The Kick-Off Meeting was held on October 7, 2022. Staff submitted Neutrality Affidavits to the Office of Commission Auditor (OCA) on October 27, 2022, and response was received on November 16, 2022,

advising no conflicts of interest had been identified. Evaluation meetings were held on December 5 and 6, 2022, for the remaining 19 proposals. Oral presentations were given on January 3 and 4, 2023, followed by an evaluation and re-scoring on January 5, 2023. After evaluating the five highest-ranked proposals, the Competitive Selection Committee recommended that the County negotiate with the highest-ranked proposer, AT&T Corp., based on the combined scores for the nine technical criteria and the application of Local Preference.

The pricing proposed by AT&T Corp. and other vendors exceeded the budget allowed for the required products and services. The negotiations team discussed strategies to attempt to negotiate the pricing down, however it would have materially changed the advertised requirements issued within the solicitation. Potentially impacting the evaluation criteria, comparative assessment, and possible scores between the respondents. These challenges triggered by the scope changes would have required the potential contract and scope of services to undergo material changes from what was originally solicited and proposed. Updates to Florida Statute 282.3185(4)(1) pertaining to cybersecurity became effective July 1, 2022 which required municipalities to follow new cybersecurity standards, including endpoint user requirements, reports of threat events, levy fines, a 13-month reporting to the State, and risk assessment and penetration assessment consistent with the National Institute of Standards and Technology (NIST) best practices. This legislation significantly impacted the original scope of the RFP, including newly mandated cybersecurity standards that public agencies now must adhere to: contractual requirements where legislation dictates specific clauses related to liability, breach notification, data ownership, notifications and compliance. In addition, the reporting, assessment and accountability component of the legislation changed reporting requirements for cybersecurity incidents or breaches affecting public agencies. Additionally, the cybersecurity grant that was awarded to the County before negotiations began provided for services that would have been duplicated under the scope of work in the solicitation.

Scope

The scope of this item would have been countywide in nature.

Fiscal Impact/Funding Source

There is no fiscal impact to the County with the rejection of all proposals.

Track Record/Monitor

Angela Mathews-Tranumn of the Strategic Procurement Department is the Procurement Contracting Manager.

Delegated Authority

There is no delegated authority requested for this rejection.

Vendors Recommended for Award

None

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Agilant Solutions, Inc.	Yes	Rejection of proposals (continued below)
Atlantic Data Security	No	
Atos IT Solutions and Services	No	
AT&T Corp.	Yes	
BLM Technologies of Florida dba Evolvtec	No	
Compuquip Cybersecurity	Yes	
Conquest Technology Services Corp.	No	

Vendor	Local Address	Reason for Not Recommending
DigitalEra Group, LLC	Yes	Rejection of proposals
DSS Management, Inc.	No	
DynTek Services, Inc.	No	
Fishtech Group, LLC	Yes	
GigaNetworks, Inc.	Yes	
Insight Public Sector, Inc.	No	
Kyndryl, Inc.	No	
MGT of America Consulting	No	
Mission Critical Systems, LLC	No	
mLogica, LLC	No	
Securely Managed	No	
SilverSky, Inc.	No	
Simply Secure, LLC	No	
World Wide Technology, LLC	No	

Applicability of Ordinances and Contract Measures

- The two percent User Access Program would have applied.
- The Small Business Enterprise Selection Factor would have applied.
- The Living Wage Ordinance would not have applied.

Attachment



Carladenise Edwards
Chief Administrative Officer

Memorandum



Date: August 3, 2022

To: Jesus Lee
Procurement Contracting Officer
Internal Services Department

From: Keoki M. Baron
Assistant County Attorney

Subject: Responsiveness Determination for RFP No. 02228 – Enterprise Managed Security Solution (the “Solicitation”);

You have asked this office to determine whether bids submitted by 13 vendors in response to the above-referenced Solicitation are responsive.¹ Each of these vendors is analyzed separately below. We rely on the information provided in your memorandum dated June 2, 2022, the materials accompanying the memorandum, and additional information provided on July 22, 2022 and August 3, 2022. If there is any different or additional information relating to the Solicitation or the relevant vendors, please let me know immediately as such information may alter the conclusions set forth herein.

BACKGROUND

The purpose of the Solicitation is to obtain proposals for an Enterprise Managed Security Solution, inclusive of products and services to dramatically accelerate the ability for the County’s Security Operations Center analysts to respond to and prevent security events. As stated in the Solicitation, the County anticipates awarding a contract for a five-year term with two, three-year options to renew. Recommendation for award of this contract is to be made following an evaluation process utilizing a Competitive Selection Committee to determine the highest ranked proposer.

Pursuant to the terms of the Solicitation, potential proposers were instructed that for any proposed exceptions to the Solicitation, “[p]roposers shall not condition their proposal upon the County’s acceptance of any exception.” Proposer Information Section at ¶ 278. Under the Solicitation’s Project Overview and General Terms and Conditions, the County further advised potential proposers regarding exceptions as follows: “In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County’s sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County’s sole discretion, be deemed nonresponsive.” General Terms and Conditions at § 1.3.

Proposers were further advised that: “A responsive Proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.” General Terms and Conditions at § 4.1.

¹ You also initially asked this office to determine whether bids submitted by two other vendors in response to the Solicitation are entitled to a local preference, but you have since withdrawn that request.

On May 13, 2022, the Miami-Dade County Internal Services Department (“ISD”) received 21 bids in response to the Solicitation. ISD subsequently reviewed the bids and, as alluded to above, noted that the bids of numerous proposers contained various potential issues concerning responsiveness. All of these issues are addressed below.

DISCUSSION

In general, a bid may be rejected or disregarded if there is a material variance between the proposal and the advertisement. A minor variance, however, will not invalidate the proposal. *See Robinson Elec. Co. v. Dade County*, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982). The determination of whether a variance or irregularity is minor is fact specific and may differ from bid to bid. Florida courts have used a two-part test to determine if a specific noncompliance in a bid would constitute a substantial and, thus, nonwaivable issue: (1) whether the effect of the waiver would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely affect competitive bidding by placing a proposer in a position of advantage over other proposers. *See Glatstein v. City of Miami*, 399 So. 2d 1005, 1007-08 (Fla. 3d DCA 1981).

One court has explained that the purpose of the competitive bidding process is, among other things, “to secure fair competition upon equal terms to all bidders . . . and to afford an equal advantage to all desiring to do business with the county, by affording an opportunity for an exact comparison of bids.” *Harry Pepper & Assocs., Inc. v. City of Cape Coral*, 352 So. 2d 1190, 1192 (Fla. 2d DCA 2977) (citing *Wester v. Belote*, 138 So. 721, 723-24 (Fla. 1931)).

A. Exceptions to General Terms and Conditions Set Forth in the Draft Form Agreement

1. mLogica LLC, World Wide Technology LLC, Atos IT Solutions and Services, Fishtech Group LLC, and Kyndryl, Inc.

The Solicitation includes a Draft Form Agreement which sets forth the County’s general terms and conditions. Based on the information provided, the respective bids of mLogica LLC (“mLogica”), World Wide Technology LLC (“WWT”), Atos IT Solutions and Services (“Atos”), Fishtech Group LLC (“Fishtech”), and Kyndryl, Inc. (“Kyndryl”) each took certain exceptions to these general terms and conditions by proposing modified language or indicating an expectation for the negotiation and mutual agreement of relevant terms. By themselves, such exceptions do not constitute material variances, as the Draft Form Agreement advises proposers as follows: “THIS DRAFT FORM OF AGREEMENT IS INCLUDED TO SET FORTH GENERAL TERMS AND CONDITIONS TYPICALLY USED BY THE COUNTY. IT IS EXPECTED THAT THE AGREEMENT BETWEEN THE PARTIES WILL RESULT FROM NEGOTIATION BETWEEN THE PARTIES AND MAY DIFFER IN MATERIAL WAYS FROM THE DRAFT SET FORTH BELOW, EXCEPT WHERE THE LAW REQUIRES OTHERWISE.” Similarly, Section 1.3 of the Solicitation provides: “[A] proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.” Thus, the exceptions to the general terms and conditions taken by mLogica, WWT, Atos, Fishtech, and Kyndryl—whom in any event do not condition their offers on the County’s acceptance of the identified exceptions—do not render their respective bids non-responsive.

2. AT&T Corp.

AT&T Corp. (“ATT”) also took exception to the general terms and conditions set forth in the Draft Form Agreement, indicating that it “is submitting [its bid] pursuant to the terms and conditions of [] Contract No. BW9403-3/19, between AT&T and Miami-Dade County, dated December 5, 2011, as amended[.]” Having reviewed this existing contract between ATT and the County, there are no material differences between the terms and conditions thereunder and the terms and conditions set forth in the Draft Form Agreement. Thus, this exception taken by ATT—which in any event does not condition its offer based on the same—does not render its bid non-responsive, as it does not deprive the County of assurance that a contract will be entered into and performed in accordance with the specific requirements of the Solicitation. *See Glatstein*, 399 So. 2d at 1007-1008.

B. Other Exceptions to the Solicitation

1. Insight Public Sector, Inc.

Insight Public Sector, Inc. (“Insight”) provided an exception in its bid expressly stating that it is “unable to agree” to performance credits for failure to meet target times for response or frequency of updates for support incidents as provided in Section 2.11.1 of the Solicitation’s Scope of Services. As detailed in the Solicitation, such performance credits are provided for in order “to be used by the County for the acquisition of additional products or services available from the selected Proposer or monetary deductions from the next available invoice” and, further, “do[] not account for the full business damages experienced by the County as a result of an unresolved support incident” This exception renders Insight’s bid non-responsive, as Insight has conditioned its offer on the County accepting a material non-conforming term which deprives the County of assurance that a contract will be entered into and performed in accordance with the specific requirements of the Solicitation. *See Glatstein*, 399 So. 2d at 1007-1008.

2. Mission Critical Systems, LLC

Mission Critical Systems, LLC (“Mission Critical”) provided an exception in its bid with respect to the Endpoint Protection Platform (“EPP”) functionality terms provided in Section 2.3 of the Solicitation’s Scope of Services. Specifically, the Solicitation calls for an EPP that is “compatible with all devices and allow[s] for the protection of current [operating] systems and legacy [operating] systems such as Windows 2003, Windows 7, etc.” To that end, the Solicitation provides in relevant part that the County “is seeking an EPP” that “[s]upport[s]” several enumerated operating systems, including “Legacy Systems Windows 7 and 2003” and “AIX” among numerous others.

Mission Critical’s bid indicated that the support of the legacy operating systems Windows 2003 and AIX “are not feasible[,]” that no alternative is available, and that it is “best to migrate off unsupported versions.” This exception presents an issue of bidder responsibility—in particular, Mission Critical’s ability to satisfactorily perform the requested services—not an issue of responsiveness. Indeed, in seeming recognition that not all operating systems may be supportable, the Solicitation expressly asks potential proposers in the Proposer Information Section to identify “[w]hich [of the listed] client operating systems are supported?” Proposer Information Section at ¶ 87.

3. AT&T Corp.

Similarly, in addition to the exception to the Draft Form Agreement taken in ATT's bid, which does not render the bid non-responsive as discussed previously, you note in your memorandum that ATT's bid indicated that its proposed "SentinelOne" platform "does not support AIX." This exception presents an issue of bidder responsibility—in particular, ATT's ability to satisfactorily perform the requested services—not an issue of responsiveness. As noted above, in seeming recognition that not all operating systems may be supportable, the Solicitation expressly asks potential proposers in the Proposer Information Section to identify "[w]hich [of the listed] client operating systems are supported?" Proposer Information Section at ¶ 87.

C. Remaining Issues

1. DigitalEra Group, LLC

DigitalEra Group, LLC ("DigitalEra") did not include a Federal Tax Identification Number in its Submittal Form. This omission does not render DigitalEra's bid non-responsive, as it is an issue of bidder responsibility, not responsiveness. Generally, such information may be submitted after bid submission but prior to award. Moreover, and in any event, as noted in your memorandum, the required information was provided elsewhere in the proposal—namely, in DigitalEra's Subcontracting Form.

2. DSS Management Inc.

Based on the information provided, DSS Management failed to complete and include with its bid the price form attached to the Solicitation. Prospective proposers were required to provide the completed price form, along with other forms and requested information, pursuant to Section 3.1 of the Solicitation, which provides that "[a]ll documents and information" required by the Proposal Submission Package "must be fully completed and signed as required and submitted in the manner described." Further, proposers were instructed that the proposed pricing information would be used as part of the evaluation process to determine the highest ranked proposer, with the price criteria representing 25 of the 215 total evaluation criteria points.

DSS Management's failure to submit any proposed pricing alone renders its bid non-responsive, as it deprives the County of assurance that a contract will be entered into and performed in accordance with the specific requirements of the Solicitation. *See Glatstein v. City of Miami*, 399 So. 2d 1005, 1007-08 (Fla. 3d DCA 1981); *see also Matter of: New Shawmut Timber Co.*, B-286881, 2001 CPD P 42, 2001 WL 185214, *1 (Comp. Gen. Feb. 26, 2001) ("The failure to include a price for a line item evidences a bidder's intent not to be bound or obligated to perform that element of the requirement, and thus generally renders the bid nonresponsive."); *Matter of: KW Control Sys., Inc.*, B-246963, 91-2 CPD P 543, 1991 WL 280101 (Comp. Gen. Dec. 13, 1991) ("A bid must be rejected as nonresponsive if it is not clear from the face of the bid what the government's total payment obligation would be upon acceptance.").

Because DSS Management's bid is non-responsive for failing to provide any pricing information as noted above, for purposes of responsiveness, no further opinion concerning DSS Management's bid is necessary.²

² As reflected in your memorandum and based on the information provided, it appears that DSS Management also failed to provide any of the information requested in the Proposer Information Section

3. Atlantic Data Security

Atlantic Data's bid as submitted through the Bidsync system did not include a completed "Attachment 1 – Exceptions" form, which is the form attached to the Solicitation in which prospective proposers were required to identify any proposed exceptions to the terms of the Solicitation for the County's consideration. As noted in your memorandum, however, it is believed that an error message appearing on the bid and reading in part "ERROR: cannot process PDF document doc" corresponds with Atlantic Data's Attachment 1 form.

The omission of the Attachment 1 form in Atlantic Data's bid does not present an issue of responsiveness or otherwise render the bid non-responsive. Pursuant to the terms of the Solicitation, any proposed exceptions that Atlantic Data failed to properly submit through Bidsync upon the submission of its bid may not be considered. *See* Proposer Information Section at ¶ 278 ("Only those exceptions identified herein [Attachment 1] will be considered by the County. Exceptions not specifically delineated will not be accepted from any Proposer(s) that may be invited to participate in Negotiations as outlined in Section 4.8 of the Solicitation.").

4. DynTek Services Inc.

DynTek Services Inc. ("DynTek") indicated on its subcontracting form that no subcontractors or direct suppliers would be utilized pursuant to the Solicitation, but indicated elsewhere in its bid that it "has teamed with" two software manufacturers—namely, Trellix and Mandiant—whom it "has been an Authorized Reseller . . . since at least 2004." This issue concerns bidder responsibility, not responsiveness, and does not render DynTek's bid non-responsive. "Generally, a requirement that a bidder list subcontractors in its bid involves a matter of responsibility because it relates to the agency's need to evaluate the subcontractor's qualifications or the bidder's ability to meet equal employment opportunity and minority business requirements." *Matter of: CDM Federal Programs Corp.*, B- 249022, 1992 WL 186992, at *2 (Comp. Gen. 1992); *see also Matter of: Hughes Georgia, Inc.*, B- 244936, B- 244936.2, 91-2 CPD 457, 1991 WL 251277 (Comp. Gen. 1991) (holding that submission of list of potential subcontractors relates to issues of bidders' responsibility). Issues going to bidder responsibility can be satisfied post-bid opening, any time prior to actual contract award. *See Matter of: John Short & Assocs., Inc.; Comprehensive Health Servs., Inc.*, B- 236266, B- 236266.4, 89-2 CPD P 448, 1989 WL 241451, at *2 (Comp. Gen. 1989). Furthermore, the County ordinance requiring the submittal of a subcontractor list provides that the submission of a subcontractor list is a condition of award. *See* Miami-Dade County Code § 2-8.1(f). Thus, any subcontractor information that DynTek did not submit or properly fill out can be submitted after bid submission but prior to award.

You also note in your memorandum that with respect to information concerning the relevant experience and past performance of DynTek's Software Manufacturer as requested in the Proposer Information Section of the Proposal Submission Package, DynTek indicated that the contact information of three clients of DynTek's Software Manufacturer may be made available upon request to the Software Manufacturer due to "how seriously Trellix [the Software Manufacturer] takes customer confidentiality." This does not implicate or otherwise contravene the Waiver of Confidentiality and Trade Secret Treatment of Proposal ("Waiver") that DynTek signed and included with its bid, as it does not reflect or suggest that

of the Proposal Submission Package—including but not limited to relevant experience, qualifications, past performance, and proposed approach and methodology.

DynTek considers or is claiming that any of the information it actually provided in response to the Solicitation contains confidential, proprietary, or trade secret information.

5. World Wide Technology LLC

In addition to the exceptions to the Draft Form Agreement taken in WWT's bid, which do not render the bid non-responsive as discussed previously, you note in your memorandum that WWT proposed "two options for a customer-facing SIEM solution" with pricing for each option. This does not render the offer(s) non-responsive, as WWT has merely provided the County with multiple bids, and each of these offers are binding. In general, a vendor offering multiple bids need not be rendered non-responsive so long as the County and other bidders are not prejudiced. *See Matter of: Dakota Woodworks*, B-, 85-2 CPD P 486, 1985 WL 53460, at *1 (Com. Gen. 1985); *see also Group Seven Assocs. v. United States*, 68 Fed. Cl. 28, 32 (Fed. Cl. 2005) ("Multiple bids that are consistent with the solicitation's terms are acceptable."). As the Solicitation did not prevent a vendor from offering multiple bids and none of the relevant parties are prejudiced by WWT's multiple offers, the above-mentioned bids are responsive and may be considered by the County.

6. Fishtech Group LLC

In addition to the exceptions to the Draft Form Agreement taken in Fishtech's bid, which do not render the bid non-responsive as discussed previously, you note in your memorandum that Fishtech's bid contains the following "Confidentiality Notice":

This proposal contains PROPRIETARY and CONFIDENTIAL information of The Fishtech Group, Inc. ("Fishtech Group" or "Supplier") and may contain some technical or business information of a third party disclosed to Fishtech Group in confidence ("Confidential Information"). Confidential Information shall not be used, disclosed, or reproduced, in whole or in part, for any purpose other than to evaluate this RFP Response, without the prior written consent of Fishtech Group. Title in and to this RFP Response and all information contained herein always remains in Fishtech Group.

Notwithstanding this language, Fishtech does not label or otherwise identify any specific portion of its bid as containing "Confidential Information."

In any event, in submitting its bid, Fishtech expressly waived confidentiality and trade secret treatment of its bid by completing the confidentiality and trade secret Waiver that was included in the Solicitation. The Waiver provides in relevant part:

The Proposer acknowledges and agrees that the submittal of the proposal is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public.

By submitting a proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade

secret, proprietary or confidential. In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, **by signing below**, knowingly and expressly **waives** all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

In addition to this Waiver, the Solicitation explicitly instructed proposers as follows: “The County is not requesting, nor shall Proposer’s submit, information within a Proposal that the Proposer has deemed to be confidential, proprietary or trade secret. . . . PROPOSERS ARE HEREBY NOTIFIED THAT ALL INFORMATION SUBMITTED AS PART OF, OR IN SUPPORT OF PROPOSALS WILL BE AVAILABLE FOR PUBLIC INSPECTION AFTER OPENING OF PROPOSALS IN ACCORDANCE WITH THE REQUIREMENTS OF FLORIDA STATUTES.”

Accordingly, Fishtech has waived any claim that its bid or any portion thereof is confidential and precluded from being considered a public record in accordance with governing Florida law. This does not present an issue of responsiveness.

/s/ Keoki M. Baron



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(19)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(19)
7-2-24

RESOLUTION NO. _____ R-613-24

RESOLUTION REJECTING ALL PROPOSALS RECEIVED IN
RESPONSE TO REQUEST FOR PROPOSALS NO. RFP-02228
FOR ENTERPRISE MANAGED SECURITY SOLUTIONS FOR
THE INFORMATION TECHNOLOGY DEPARTMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board rejects all proposals received in response to Request for Proposals No. RFP-02228 for Enterprise Managed Security Solutions for the Information Technology Department. A copy of the solicitation document and the proposals received in response are on file with and available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of July, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "MBV", is written over a horizontal line.

Michael B. Valdes