ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. RFP-01042

Contract
☑ Re-Bid ☐ Other – _____ LIVING WAGE APPLIES: ☐ YES ☑ NO

Requisition No./Project No.: EVN0000522 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: PCI Certified QSA Consulting Services

Description: FIN and ITD are seeking to solicit Proposals from qualified firms to provide auditing and consulting services as Payment Card Industry (PCI) Certified Qualified Security Assessor (QSA) to ensure compliance with PCI Data Security Standards (PCI DSS).

Issuing Department: SPD Contact Person: Prisca Tomasi Phone: (305) 375-1075

Estimate Cost/Value: $787,500

	GENERAL	FEDERAL	OTHER
Funding Source:	X		

ANALYSIS

Commodity Codes: 946-35

Contract/Project History of previous purchases three (3) years

Check here ☐ if this is a new contract/purchase with no previous history.

	EXISTING	2ND YEAR	3RD YEAR
Contractor:	Enterprise Risk Manageme		
Small Business Enterprise:	Yes/Tier 3		
Contract Value:	$410,000		

Comments: N/A

Continued on another page (s): ☐ YES ☑ NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Prisca Tomasi Date sent to SBD: 04/28/2023

	Date returned to SPD:

This document is a draft of a planned Solicitation and is subject to change without notice.

REQUEST FOR PROPOSALS (RFP)
EVENT NO.: EVN0000522
EVENT TITLE: PCI CERTIFIED QSA CONSULTING SERVICES

ISSUED BY MIAMI-DADE COUNTY:
Strategic Procurement Department
(Through the Expedited Purchasing Program)
for
Finance Department and Information Technology Department

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Prisca Tomasi, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1075
E-mail: Prisca.Tomasi@miamidade.gov

PROPOSALS DUE:
June 16, 2023 by 2:00 P.M. (local time)

IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

Electronic Proposal responses to this RFP are to be submitted through a secure mailbox at Integrated Financial Resources Management System (INFORMS) until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its Proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a Proposal in response to a Miami-Dade County Solicitation via INFORMS. Electronic Proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All Proposals received and time stamped through the County's system, INFORMS, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the Proposal submittal deadline will be evaluated by the issuing department in consultation with the County Attorney's Office to determine whether the Proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date. The County will only consider the latest version of the Proposal.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by **INFORMS** at https://supplier.miamidade.gov. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary via written addenda issued prior to the Proposal due date and time (see Mandatory Online Forms and Addendum Acknowledgement Section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Finance Department (FIN) and the Information Technology Department (ITD), is soliciting Proposals from qualified firms to provide auditing and consulting services as a Payment Card Industry (PCI) Certified Qualified Security Assessor (QSA) ("PCI Certified QSA") to ensure compliance with PCI Data Security Standards (PCI DSS), in accordance with the PCI Security Standards Council's requirements, standards, security policies, procedures, and guidelines promulgated thereunder as well as the related control requirements published by the individual card brands (Visa, Inc., MasterCard, American Express, Discover Financial Services, and JCB International). Services will include consulting, process review and/or analysis, prioritized approach (if needed), gap analysis, on-site assessments, preparation of Report on Compliance (ROC), Self-Assessment Questionnaires (SAQs) and Attestation of Compliance (AOC). The PCI DSS security requirements apply to all system components included in or connected to the Cardholder Data Environment (CDE).

The County anticipates awarding a contract for a five (5) year term.

The anticipated schedule for this Solicitation is as follows:

Pre-Proposal Conference:	Not Applicable Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov. TTY users may reach the ADA Office by calling the Florida Relay Service at 711.
Deadline for Receipt of Questions:	June 05, 2023 at 2:00 P.M. (local time)
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	July 2023
Projected Award Date:	December 2023

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "Application Penetration Testing" to mean any software written by or specifically for the organization that is part of the penetration test scope should be subject to both an application and network-layer penetration test. This assessment helps identify security defects that result from either insecure application design or configuration, or from employing insecure coding practices or security defects that may result from insecure implementation, configuration, usage, or maintenance of software.

2. The words "Approved Scanning Vendor (ASV)" to mean a company qualified by PCI SSC for ASV Program purposes to conduct external vulnerability scanning services in accordance with PCI DSS Requirement 11.2.2.

3. The words "Attestation of Compliance (AOC)" to mean a form for merchants and service providers to attest to the results of a PCI DSS assessment, as documented in the Self-Assessment Questionnaire or Report on Compliance.

4. The words "Cardholder Data Environment (CDE)" to mean the people, processes and technology that store, process, or transmit cardholder data or sensitive authentication data.

5. The words "Compensating Controls" to mean the method that may be considered when an entity cannot meet a requirement explicitly as stated, due to legitimate technical or documented business constraints, but has sufficiently mitigated the risk associated with the requirement through implementation of other controls.

6. The words "Competitive Selection Committee" or "Review Team" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.

7. The word “Contractor” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as “the prime Contractor”.

8. The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.

9. The words “Cross-Site Scripting (XSS)” to mean vulnerability that is created from insecure coding techniques, resulting in attackers to bypass access controls.

10. The words “Cybersecurity Products” to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.

11. The words “Extensible Markup Language (XML)” to mean a markup language and file format for storing, transmitting, and reconstructing arbitrary data.

12. The words “External Network Penetration Testing” to mean an external network penetration test is designed to test the effectiveness of perimeter security controls to prevent and detect attacks as well as identifying weaknesses in internet-facing assets such as web, mail and FTP servers. The scope of an external penetration test is the exposed external perimeter of the CDE and critical systems connected or accessible to public network infrastructures. It should assess any unique access to the scope from the public networks, including services that have access restricted to individual external IP addresses. Testing must include both application-layer and network-layer assessments. External penetration tests also include remote access vectors such as dial-up and VPN connections.

13. The words “Heightened Security Review” to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor’s designee determines necessary to protect the security of the County’s information technology networks, devices, programs, and data.

14. The words “Internal Network Penetration Testing” to mean the scope of the internal penetration test is the internal perimeter of the CDE and critical systems from the perspective of the internal network. Testing must include both application-layer and network-layer assessments.

15. The words “Internet Protocol (IP)” to mean a unique string of characters that identifies each computer using the Internet Protocol (IP) to communicate over a network.

16. The words “Joint Venture” to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.

17. The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

18. The word “Neurodivergent” shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia, and other learning disabilities.

19. The words “Nmap (Network Mapper)” to mean a free and open-source utility for network exploration and security auditing.

20. The word “PCI” to mean an acronym for Payment Card Industry.

21. The words “PCI Data Security Standard (PCI DSS)” to mean the requirements and security assessment procedures promulgated by the PCI Security Standards Council (PCI SSC) for all entities involved in payment card processing, including cardholder data storage and transmission to protect account data and mitigate risks.

22. The words “PCI Data Security Standards Council” to mean the independent organization founded by American Express, Discover Financial Services, JCB International, MasterCard, and Visa Inc., which provides the Payment Card Industry Security Standards and certifies for Qualified Security Assessors.

23. The words "Point of Sale (POS)" to mean an acronym for hardware and/or software used to process payment card transactions at merchant locations.

24. The words "Point-to-Point Encryption (P2PE)" to mean a technology standard established by the PCI Security Standards Council to secure electronic financial transactions.

25. The words "Prioritized Approach for PCI DSS" to mean the method provided by the PCI Security Standards Council to help merchants and other organizations to incrementally protect against the highest risk factors and escalating threats while on the road to PCI DSS compliance.

26. The words "Produced in the United States" to mean, with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.

27. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.

28. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.

29. The words "Qualified Security Assessor (QSA)" to mean a security firm, entity or organization that has been qualified by the PCI Security Standards Council to perform PCI DSS on-site assessments.

30. The words "QSA Consulting Services – Junior Level" to mean the QSA consulting services performed by a QSA employee certified for a minimum of two (2) years, with at least two (2) years of experience performing information system audits or information security reviews.

31. The words "QSA Consulting Services – Mid Level" to mean the QSA consulting services performed by a QSA employee certified for a minimum of three (3) years, with at least five (5) years of experience performing information system audits or information security reviews; experience in writing ROCs, and at least one of the following certifications: Certified Information Systems Security Professional (CISSP), Certified Information Security Manager (CISM), Certified Information System Auditor (CISA), or Certified Internal Auditor (CIA).

32. The words "QSA Consulting Services – Senior Level" to mean the QSA consulting services performed by a QSA employee certified for a minimum of five (5) years, with at least seven (7) years of experience performing information system audits or information security reviews; experience in writing ROCs, and at least one of the following certifications: CISSP, CISM, CISA, or CIA.

33. The words "Qualys Web Application Scanning (QUALYS WAS)" to mean a cloud-based service that provides automated crawling and testing of custom web applications to identify vulnerabilities including cross-site scripting (XSS) and SQL injection.

34. The words "Report on Compliance (ROC)" to mean the report documenting detailed results from an entity's PCI DSS assessment.

35. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.

36. The words "Segmentation Testing" to mean the intent of this assessment is to validate the effectiveness of the segmentation controls separating the out-of-scope environments from the CDE and to ensure the controls are operating as intended. This testing will assess whether a segmented (out of scope) system component could impact the security of the CDE, even if an attacker obtained control of the out-of-scope system.

37. The words "Self-Assessment Questionnaire (SAQ)" to mean the reporting tool used to document self-assessment results from an entity's PCI DSS assessment.

38. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.

39. The words "SQL Injection" to mean a form of attack on database-driven web site. A malicious individual executes unauthorized SQL commands by taking advantage of insecure code on a system connected to the Internet. SQL Injection attacks are used to steal information from a database from which the data would normally not be available and/or to gain access to an organization's host computers through the computer that is hosting the database.

40. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.

41. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all Proposals; accept parts of any and all Proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Proposals received as a result of this process. 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. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's 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. Proposer Proposal shall be irrevocable until Contract award unless the Proposal is withdrawn. A Proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the Proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of Proposals.

As further detailed in the Submittal Form, 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 compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of Solicitations unless permitted by law.

1.5 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-Proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Competitive Selection Committee (or Review Team) Members or, to the Competitive Selection Committee (or Review Team) as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee (or Review Team) Members other than as provided in Section 2-11.1 of the Code, are prohibited.

1.7 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

a) In accordance with Section 2-11.1(s) of the Code, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a Proposal for any contract, such Proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a

direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.10 Expedited Purchasing Program

Pursuant to Section 2-8.1.6 of the Code, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened Solicitation timeline for submission of Proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Competitive Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.

1.11 Sustainable Procurement Practices

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this Solicitation. The County will continue to explore and pursue sustainable procurement, development and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain, (d) maximize fiscally responsible "high value, high impact" actions, and (e) advocate for advancing a more equitable, inclusive workforce by encouraging vendors doing business with Miami-Dade County to actively recruit Neurodivergent talent and individuals with disabilities for employment opportunities.

1.12 Contract Measures

Commented [TP(1]: Pending SBD's recommendation.

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code as follows:

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

_____% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit an executed Certificate of Assurance Affidavit at the time of Proposal acknowledging the project SBE Measure. After Proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, as well as meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website http://www.miamidade.gov/smallbusiness/

(If Selection Factor, use Section 4.4 and delete above Section 1.12)

2.0 SCOPE OF SERVICES

2.1 Background

There are currently twenty-six (26) County Departments and Agencies that process payment card transactions using a variety of payment channels (Point-to-Point Encryption (P2PE), Point of Sale (POS) devices, in-house developed applications, third-party payment applications, phone, in-person, etc.) at approximately 220 locations throughout the County. County Departments and Agencies are subject to annual Payment Card Industry (PCI) Data Security Standards (PCI DSS) and are required to complete the Self-Assessment Questionnaire (SAQ) and Attestation of Compliance (AOC) and Report on Compliance (ROC), if applicable. The County processed over 8.5. million payment card transactions in 2022. Due to the transaction volume, the County is currently a Level 2 Merchant with its main service provider.

2.2 Minimum Qualification Requirement

The minimum qualification requirements for this Solicitation are:

A. Proposer shall be a PCI Security Standards Council Certified and Approved as a QSA firm to provide the services in the State of Florida, United States, for which the proposal is being submitted for, as of the proposal due date.

B. Proposer shall not be in Remediation Status, as defined by PCI Security Standards Council, at any time during the past 120 days, as of proposal due date.

Note: The QSA certification also applies to the selected Proposer's employees assigned to the Project. Documented proof of QSA certification for both the firm and employees assigned to the Project is required and must be included in the proposal by the submittal deadline. This is also a continuing requirement for contract award and throughout the term of the agreement.

2.3 Services to be Provided

The selected Proposer shall provide the following services as required every year to ensure compliance with PCI DSS:

2.3.1 Qualified Security Assessor Services

Selected Proposer shall:

a) Assign and provide currently certified QSA Employee(s) to work on the Project.

b) Develop and submit to the County for review and approval, a detailed Project plan establishing the tasks and timeline necessary for successfully completing the PCI DSS requirements and security assessments on or before February 1st of each year. Include a detailed proposed timeline stating a proposed Project start date and completion date, for example – Week 1 & 2, review documents, Week 3, questions & answers, Week 4, etc., to include the entire proposed Project schedule. The County prefers to begin the annual PCI DSS assessment process on, or around March 1, every year, during the contract term.

c) Determine the best approach for PCI Data Security Standard ("PCI DSS") compliance reporting for the County. This process requires a documentation review of departmental processes (Credit Card Policy, Procedures, Security Documents, Scans, etc.). The selected Proposer would be expected to review all documentation and provide a new/updated worksheet detailing the departments credit card environment (department name, SAQ group, service provider, and third-party payment applications) based on the required documentation review of the annually updated documentation. The County will provide access to these resources for the period of time necessary for the selected Proposer to complete the services.

d) Review pertinent documentation of each respective County Department and Agency in order to assess compliance with current, applicable PCI DSS standards. If additional documentation is needed for the assessment not included in the County provided documentation, the selected Proposer will request the documentation from the respective County Departments and Agencies.

e) Perform the on-site assessment required and provide a schedule for the selection of the areas for the on-site visits at

least three weeks prior to the visit.

f) Perform onsite interviews, reviews, and validation for selected departments and/or payment systems as required by the County during the performance of these services.

g) During the on-site visits, if the selected Proposer observes any security controls not consistent with the PCI DSS requirements, the selected Proposer will provide guidance on remediation activities. If needed, assistance and/or review of Compensating Controls and/or completion of the Prioritized Approach for PCI DSS documentation will be completed by the selected Proposer.

h) Identify and document security gaps to be remediated by the County to achieve/maintain PCI DSS compliance.

i) Select the appropriate Self-Assessment Questionnaire (SAQ) for each department and its agencies/offices, based on review of documentation. Provide a preliminary worksheet of proposed SAQ's for each County Department and Agency for review and approval. Provide draft SAQ's and AOC's for review.

j) Complete and provide to the County final SAQ's and AOC's for review.

k) Complete and provide to the County a Report on Compliance (ROC) for the County Departments and Agencies, as applicable.

l) Certify that the services provided to the County under this solicitation will be performed in the United States. This includes data storage and customer service or help desk. (The inability to perform services in the United States shall be grounds for disqualifying for award and/or termination of any Contract with the County resulting from this Solicitation.)

m) Notify the County of any indication of a breach related to the County data or systems regulated by the Florida Data Breach Notification Law FS 501.171 (see Attachment A for copy of the current Florida Statutes). In accordance with the PCI Security Standards Council requirements, retain secure and maintain, for a minimum of three (3) years, digital and/or hard copies of workpapers that were created and/or obtained during the PCI DSS Assessment.

n) Notify the County in advance of any personnel changes of the assigned individuals working on the Project. The selected Proposer will be required to seek approval from the County in writing prior to making any personnel changes related to the services performed under this Solicitation.

o) Provide final report with lessons learned, recommendations for improvement, and new year PCI requirements.

p) Provide guidance on an audit management system that will help the County track PCI compliance in year to year.

q) Interview County staff and create roles and responsibilities descriptions to cover all the roles needed per PCI DSS, during the first year of engagement. County will maintain these documents in the subsequent years.

r) Interview County staff and create County's trusted keys and certificate inventory needed per PCI DSS, during the first year of engagement after which County will maintain these documents in the subsequent years.

s) Interview County staff and create an inventory of application and system accounts including their access privileges, as required per PCI DSS, during the first year of engagement. County will maintain these documents in the subsequent years.

Note: A copy of the Miami-Dade County internal PCI Policies and Procedures – 332 Payment Card Industry Executive Charter and Compliance Policy and 333 Credit Card Acceptance and Processing Procedures will be provided to the Selected Proposer upon contract commencement.

2.3.2 PCI DSS Security Assessment Services

Selected Proposer shall:

a) Perform an External Network Penetration Testing of County, as required by PCI DSS standards.

b) Perform an Internal Network Penetration Testing of County, as required by PCI DSS standards.

c) Perform Segmentation Testing of County PCI environment, as required by PCI DSS standards.

d) Perform Security Risk Assessment of County, as required by PCI DSS standards. Risk Assessment must include those PCI DSS requirements that allow flexibility for how frequently it is performed. This must also include Cryptographic Cypher Suites and protocols in use at County Departments and Agencies.

e) Perform Application Penetration Testing of County, as required by PCI DSS standards.

2.3.3 Items Provided by the County (if requested)

County will:

a) Provide an Extensible Markup Language (XML) file containing Internet Protocol (IP) addresses in scope for penetration tests.

b) Provide recent vulnerability scan results from an Approved Scanning Vendor (ASV) vendor in XML format for County departments and guidance for the segmentation tests and risk assessments.

c) Provide scan results of Network Mapper (Nmap) command, if needed from below environments:
- Wired production network to CDE
- Wireless
  - Employee authenticated network to CDE
  - Guest unauthenticated network to CDE

d) Provide an authenticated application scan for the test application using Qualys Web Application Scanning (QUALYS WAS) and Unauthenticated scan for production applications.

Note: The services listed under Sections 2.4.1 and 2.4.2 above may increase or decrease based on changes in the County's PCI Environment and or Industry changes.

2.4 Deliverables

The selected Proposer shall complete the annual PCI DSS requirements and security assessments, including Self-Assessment Questionnaire(s) (SAQs), Attestation of Compliance (AOC), and/or Report on Compliance (ROC) (if applicable), in a timely manner, for all County Departments and Agencies. The annual PCI DSS assessment and documents must be completed on or before June 10 of each year during the contract term. Based on our merchant provider(s) requirement, the County will provide any updates or changes to report completion and submission date by January 30 of each subsequent year.

2.5 Reporting

During the annual attestation process, the selected Proposer shall meet with County Departments on a regular basis, at a minimum weekly, to provide updates on the status of completion of the deliverables and identification of any outstanding items required for the completion of the attestation documents.

2.6 Schedule

The selected Proposer must provide a detailed proposed timeline and methodology detailing how the work will be organized, including proposed Project start date and completion date, for example – Week 1 & 2, review documents, Week 3, questions & answers, Week 4, etc., to include the entire proposed Project schedule. The County would prefer for the selected Proposer to begin the annual PCI DSS assessment process on, or about March 1, every year, during the contract term. The proposed schedule is to be included in the proposal.

2.7 Additional Services

The County reserves the right to award additional similar services for, and updates to, a previously awarded Scope of Work. If additional services are required which are related to, but not included in the Scope of Services for the PCI Compliance services, the County may request the Contractor to provide additional services which may include but are not limited to: onsite reviews for remediation or process changes required to meet current or updated PCI requirements. The County may use either a Supplemental Agreement or the Work Order Proposal Request (WOPR) process to request additional services under this Solicitation. All additional services must be preapproved by the County's Director, Finance, Compliance, and Administration Division or ITD, Chief Information Security Officer, in writing.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate Proposals are not requested or desired.

Suppliers/Vendors are encouraged to access the links below to assist with submission of responses to the Solicitation.

Recorded eSupplier Workshop
https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780
Password: q37%t+pG

Submit a Bid Job Aid
https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. 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.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank Proposals on criteria listed below. The Review Team will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team Member.

	Technical Criteria	Points
1.	Proposer's relevant experience, qualifications, and past performance	30
2.	Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	25
3.	Proposer's approach to providing the Services requested in this Solicitation	15
4.	Proposer's sustainable practices (**environmental**, **social/fair labor standards** to include employment opportunities for Neurodivergent talent and individuals with	5

disabilities, as well as **economic**)

Price Criteria	**Points**
5. Proposer's proposed price	25

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Review Team shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Review Team may base such decision on the particulars of the relationship between the Proposer and the Affiliated Company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Review Team.

Additionally, pursuant to County Resolution No. R-62-22, the Review Team shall be provided with all reports and findings (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Review Team to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Review Team has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Review Team to consider if such Reports would change the rankings. If the Review Team determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Review Team shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

4.3 Oral Presentations

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See "Lobbyist Registration Affidavit" regarding registering speakers in the Proposal for an oral presentation and/or recorded negotiation meeting or sessions). Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

Commented [TP(2]: Pending SBD's recommendation.

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's Proposal. Pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development Division at (305) 375-3111, visit http://www.miamidade.gov/smallbusiness/ or, e-mail your inquiries directly to: Sbdcert@miamidade.gov.

The SBE must be certified by Proposal submission deadline, at contract award, and for the duration of the Contract to remain eligible for the preference. Firms that graduate from the SBE Program during the Contract term may remain on the Contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the Proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(*If no points are assigned to evaluation criteria, include the following in addition to above paragraph*):

Whenever there are two best ranked Proposals that are substantially equal and only one of the two so ranked Proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to Proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's Proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of Proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

4.6 Price Evaluation

The price Proposal will be evaluated subjectively in combination with the technical Proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the Contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive Solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Review Team a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Competitive Selection Committee (or Review Team) will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Review Team will evaluate, score and rank Proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer recommended by the Competitive Selection Committee (or Review Team) pursuant to the Local Preference Section above, if any, **and/or** may request a better offer. In any event the County engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer. This process may continue until a contract acceptable to the County has been executed or all Proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx

Any Proposer recommended for negotiations may be required to provide to the County:

a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. R-828-19.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21

5.0 TERMS AND CONDITIONS

The County's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY.** The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Supplier/Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Supplier/Vendor Registration Package. For online Supplier/Vendor registration, visit the **Supplier Portal**: https://supplier.miamidade.gov.

b) Insurance Requirements

The Contractor shall furnish to the County, Strategic Procurement Department, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total Contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County Contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Agreement
Attachment A – Florida Statutes

Proposal Submission Package, including:

- Proposer Information Section

- Web Forms – Submittal Form, Subcontracting Form, Lobbyist Registration Affidavit *(for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions)*, Contractor Due Diligence Affidavit, Exhibit A – Common Carrier or Contracted Carrier (as applicable)
- Form 1 – Price Proposal Schedule

PROPOSER INFORMATION

Minimum Qualification Requirements

1. Provide documentation that demonstrates Proposer's ability to satisfy all the minimum qualification requirements. Documented proof of QSA certification for both the firm and employees assigned to the Project is required and must be included in the proposal by the submittal deadline. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation by the proposal due date, may be deemed non-responsive. The minimum qualification requirements for this Solicitation are:
   - Selected Proposer shall be a PCI Security Standards Council Certified and Approved as a QSA firm to provide the services in the State of Florida, United States, for which the proposal is being submitted for, as of proposal due date.
   - Selected Proposer shall be in Remediation Status, as defined by PCI Security Standards Council, at any time during the past 120 days, as of proposal due date.

Proposer's Experience and Past Performance

2. Describe the Proposer's past performance and experience in providing PCI QSA Consulting Services within the past five (5) years and state the number of years that the Proposer has been in existence, the current number of employees, the primary markets served, and total number of years Proposer has held the QSA certification.

3. Provide a detailed description of three (3) comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or successfully completed within the past three (3) years. It is preferred for Proposer's to have successfully completed at least one Report on Compliance (ROC), one Self-Assessment Questionnaire (SAQ), and one Attestation of Compliance (AOC). In lieu of the comparable contracts from the Proposer, the County will consider the contractual experience from Proposer's proposed Subcontractor or proposed key personnel, in accordance with Resolution No. 1122-21.

   The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer/key personnel/Subcontractor was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

4. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such, the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

5. Include information on whether Proposer is in Remediation Status, as defined by PCI Security Standards Council, at any time during the past 120 days, as of the proposal due date.

6. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

Key Personnel and Subcontractors Performing Services

7. Identify all key personnel. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

8. Identify Subcontractors, if any. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Subcontractors who will be assigned to this project.

9. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of Subcontractors, who will be assigned to this project. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts, that qualifies the key personnel to perform the services as specified in Appendix A – Scope of Services. Provide resumes, if available, with job descriptions including any key personnel of subcontractors who will be assigned to this contract.

   Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

10. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services (see Section 2.0).

11. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.

12. Provide a project schedule identifying specific key tasks and duration.

Proposer's Sustainable Practices

13. Describe in detail Proposer's sustainable business practices by addressing the three pillars of sustainability: environmental, social/fair labor standards and economic

    a. **Environmental**

        i. Explain how Proposer will perform the Work required in this project by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services required.

        ii. Provide Proposer's environmental policies, programs, certifications to promote environmentally friendly practices.

        iii. Provide Proposer's environmental policies, programs, certifications, and other efforts to promote environmental awareness, and environmentally friendly practices in daily business operations.

iv. Describe what innovative technology (ies) will be utilized in the provision of services to minimize environmental impacts.

b. **Social/Fair Labor Standards** - Contributions to the health, well-being, and development of its employees, including individuals with disabilities and neurodivergent persons.

i. Describe Proposer's criteria in support of safe, fair, and equitable work practices and ethical behavior, to include:
- ✓ Job classification descriptions of any and all services to be performed;
- ✓ Details on providing safe and accessible working conditions to all employees;
- ✓ Equitable wage/benefit determination practices;
- ✓ Proposed wage structure and benefits for the Proposer's employees performing services on the resultant contract; and,
- ✓ Detailed documentation on employee hiring, development, training, evaluation process and promotional opportunities.

ii. Describe in detail Proposer's plan to actively recruit Neurodivergent talent and individuals with disabilities for employment opportunities, including social and equitable fair labor standards which contribute to the development of Proposer's workforce and employees' well-being.

iii. Describe in detail Proposer's policy for making the workplace (infrastructure, systems, and programs) accessible for individuals with disabilities.

c. **Economic** - Equal access to small, diverse and disadvantaged suppliers.

i. Identify Proposer's direct efforts to develop supplier diversity initiatives used to increase the participation of small, diverse and disadvantaged enterprises in contracting opportunities as well as in the provision of direct services to the Proposer itself.

ii. Describe Proposer's plans to offer opportunities to the County's small and local enterprises on the resultant contract.

iii. Describe Proposer's plan to provide job placement and training opportunities to the County's residents on the resultant contract.

14. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s). Only those exceptions identified herein 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.

PRICE PROPOSAL SCHEDULE – PCI CERTIFIED QSA CONSULTING SERVICES

The Proposer's price shall be submitted on this Form "Price Proposal Schedule", and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form and to make no other marks.

PROPOSED RATES: The Proposer shall state its rates for providing PCI Certified QSA Consulting Services as stated in Section 2.0, Scope of Services, of this Solicitation.

A. Qualified Security Assessor Services

The Proposer shall state its proposed annual fees for providing Qualified Security Assessor Services stated in Section 2.3.1.

Qualified Security Assessor Services	Qualified Security Assessor Services/Annual Rate
Year 1 Qualified Security Assessor Services Fees	$
Year 2 Qualified Security Assessor Services Fees	$
Year 3 Qualified Security Assessor Services Fees	$
Year 4 Qualified Security Assessor Services Fees	$
Year 5 Qualified Security Assessor Services Fees	$

B. PCI DSS Security Assessment Services

The Proposer shall state its proposed annual fees for providing PCI DSS Security Assessment Services as stated in Section 2.3.2.

PCI DSS Security Assessment Services	PCI DSS Security Assessment Services /Annual Rate
Year 1 PCI DSS Security Assessment Services Fees	$
Year 2 PCI DSS Security Assessment Services Fees	$
Year 3 PCI DSS Security Assessment Services Fees	$
Year 4 PCI DSS Security Assessment Services Fees	$
Year 5 PCI DSS Security Assessment Services Fees	$

C. Additional Services

The Proposer shall state its proposed hourly rate for providing QSA Consulting Services as stated in Section 2.7 for the term of the contract.

QSA Consulting Services	Onsite at County's Location/Hourly Rate	From QSA Firm's Location/Hourly Rate
QSA Consulting Services – Senior Level	$	$
QSA Consulting Services – Mid-Level	$	$
QSA Consulting Services – Junior Level	$	$

Notes:

(1) All QSA, PCI DSS Security Assessment, and QSA Consulting Services fees are firm and fixed as indicated on this Price Schedule. Proposer's Price Proposal Schedule may not be contingent on any assumptions or proposed restrictions. Any fees or rate proposal that is conditioned shall be deemed non-responsive. Any extensions pursuant to Article 5 of the Agreement will be at the then current rates.

(2) All QSA, PCI DSS Security Assessment, and QSA Consulting Services fees are all-inclusive. No "add-on" charges for services shall be accepted.

(3) There shall be no additional costs to the County for:

a. All reports and PCI DSS compliance requirements as stated in Appendix A, titled Scope of Services.
b. All administrative overhead and support necessary to perform the services.
c. Travel costs or expenses incurred by Consultant performing the services while Contractor's staff is working on-site.
d. Contract cancellation or termination (whether on or off the anniversary date).
e. Interface with other vendors.
f. Routine printing and mailing.

MARKET RESEARCH

Contract No.: EVN0000522 (replacement for: RFP-01042)	**Recommendation:**
Title: PCI Certified QSA Consulting Services	☐ Exercise Option to Renew (OTR) ☐ Non-Competitive Acquisition ☒ Solicit Competition ☐ Access Contract ☐ Other
Procurement Contracting Officer/Associate: Netanya Hogu & Prisca Tomasi/Darnell Hill	

Background:
Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Finance Department (FN) and the Information Technology Department (ITD), is requesting a replacement for Contract No. RFP-01042 for Payment Card Industry (PCI) Certified Qualified Security Assessor (QSA) ("PCI Certified QSA") Consulting Services. Requested Services are needed to ensure compliance with PCI Data Security Standards (PCI DSS), in accordance with the PCI Security Standards Council's (PCI SSC) requirements, standards, security policies, procedures, and guidelines promulgated thereunder, as well as the related control requirements published by the individual card brands (e.g., VISA, MasterCard, American Express, etc.). PCI DSS was developed to encourage and enhance payment account data security and facilitate the broad adoption of consistent data security measures globally. PCI DSS provides a baseline of technical and operational requirements designed to protect payment account data. Services under the current contract include consulting, gap analysis, on-site assessments, preparation of Report on Compliance (ROC), Self-Assessment Questionnaires (SAQs) and Attestation of Compliance (AOC). The PCI DSS security requirements apply to all system components included in or connected to the Cardholder Data Environment (CDE).

The PCI SSC is a global organization that includes a board of various payment industry participants and stakeholders in developing and implementing data security standards and resources for safe payments throughout the world. It was established in 2006 by various payment card companies, such as American Express, Discover, JCB International, MasterCard and Visa Inc. to protect card holder customers information and to avoid business liability by requiring businesses involved in the payment card industry to implement safety measures and processes. These standards assist payment card companies provide good business by helping to ensure and build trustworthy reliable transactions safely across the globe for millions of card payment customers. QSAs are independent security assessors and organizations, which are qualified and appointed by the PCI SSC, which validate merchants and service providers adherence and compliance to the PCI DSS standards. QSAs are required to comply with PCI DSS standards every year and undergo an annual audit for achieving PCI DSS compliance.

PCI Certified QSA Consulting Services PCI Certified QSA Consulting Services are required annually to ensure the County remains compliant and as situations arise the QSA further provides services on an as-needed basis through Enterprise Risk Management, Inc., the incumbent under Contract No. RFP-01042. The current contract was awarded in the total amount of $350,000 and is due to expire on January 31, 2024. One contract modification (Supplemental Agreement No. 1) for additional services and an additional allocation of $60,000 was approved in March 2022.

There are currently twenty- six (26) County Departments and Agencies that process payment card transactions using a variety of payment channels (Point-to-Point Encryption (P2PE), Point of Sale (POS) devices, in-house developed applications, third-party payment applications, phone, in-person, etc.) at approximately 220 locations throughout the County. County Departments and Agencies are subject to annual PCI DSS and are required to complete the SAQ and AOC. The County processed over 8.5 million payment card transactions in 2022. Due to the transaction volume, the County is currently a Level 2 Merchant with its main service provider. PCI DSS Level 2 merchants are those that process between 1 and 6 million dollars in transactions via Visa, Mastercard, and Discover transactions per year, 50,000 to 2.5 million dollars in sales using American Express, and fewer than 1 million JCB International credit card transactions. Additional compliance levels are shown below:

Each of the five payment card brands (American Express, Discover, JCB, Mastercard and Visa) has its own program for compliance, including its own thresholds for the levels of PCI DSS compliance. However, in general, the levels look like this:

- **Level 1:** Merchants that process over 6 million card transactions annually.
- **Level 2:** Merchants that process 1 to 6 million transactions annually.
- **Level 3**: Merchants that process 20,000 to 1 million transactions annually.
- **Level 4:** Merchants that process fewer than 20,000 transactions annually.

Other factors may also affect an organization's compliance level, such as whether the organization has recently suffered a cyber-attack or that otherwise pose an information security risk might be elevated to a higher level. Version 4.0 of the PCI DSS was published on 31 March 2022, which further changes organizations' compliance requirement. The current version (3.2.1) remains valid until March 2024; however, it is recommended for organizations that are subject to the PCI DSS to prepare for the update as soon as possible. Organizations in PCI Levels 2-4 can complete a SAQ and AOC. Level 1 organizations must also complete a ROC.

In an effort to continue streamlining high volume transactions in accordance with the PCI Security Standards, and County's needs, the replacement contract will include the following key objectives:

PCI Certified QSA Consulting Services will continue to be beneficial towards the County by ensuring card payment customer's confidential information are secure and safe. It will also ensure to protect the County against data breaches and vulnerable attacks with PCI compliance. With various payment channels being utilized by various County agencies, the PCI Certified QSA Consulting Services will enhance the County's payment security with robust, comprehensive security control requirements, assessment procedures, and supporting materials. The Scope was updated to now include PCI DSS Security Assessment Services, such as performing external network penetration testing, internal network penetration testing, segmentation testing, security risk assessment as well as performing application penetration testing.

The County anticipates awarding one (1) contract for a five (5) year term for a cumulative value of $787,500. The replacement solicitation is to include a minimum qualification requirement, requiring proposers to be a PCI SSC Certified and Approved as a QSA firm to provide services in the State of Florida.

The QSA to be selected must have a solid understanding of the business they are servicing and have experience in assessing the security of similar types of businesses. That knowledge helps the QSA to understand nuances specific to the business sector when securing payment data under PCI DSS. A list of QSA's was also available on the PCI SSC's website. This list was included in SPD's market research and outreach efforts.

Research Conducted:
Strategic Procurement Department (SPD) conducted market research to identify potential providers throughout the market and other comparable contracts of nearby agencies with similar scopes and volume. The PCI SSC website contains a contact list of QSA companies that are independent security organizations that have been qualified by the PCI SSC to validate an entity's adherence to PCI DSS. The list can be found here.

Additionally, SPD posted the Scope of Services (SOS) on the Future Solicitation landing page on April 10, 2023, to elicit feedback and interest from the vendor community. Two firms responded, showing interest in submitting a proposal for a future solicitation. No feedback regarding the SOS was received.

Comparable Contracts:
Market research further included the review of other governmental entities which procured similar services. The contracts were reviewed for procurement methods, scope requirements and other relevant information that could be helpful in developing the replacement contract. Due to the County's specific scope of work (some of which is identified in the replacement contract data herein), it would not be ideal or in the best interest of the County to

access their contracts or to compare their pricing to the needs of the County as such contracts are agency-specific and are not the same in scope of work. The following contracts were identified:

Location	Contract Number and Title
City and County of Denver	RFP # 0804 Professional Services for PCI-DSS Compliance
Shelby County Tennessee	RFP # 17-008-04, PCI QSA Professional Services
Jackson Health System Miami	RFP # 20-20329-CS, Consulting Services for PCI Certified QSA
University of Wisconsin System	23-2814, Consulting Services of a Qualified Security Assessor QSA to Aid UW-Madison in PCI Compliance

Recommendation:
Market research has identified a market abundant of vendors able to provide PCI Certified QSA Consulting Services and to meet the minimum qualification requirements. Therefore, it is recommended that the County proceed with the competitive procurement process for the replacement in the form of a Request for Proposal (RFP), to ensure protection of card holder customer's information and improve trust between customers and card transaction companies, the PCI SSC incorporated the PCI security standards and to continue County's compliance with the PCI SSC requirements, standards, security policies, procedures, and guidelines.

Procurement Contracting Officer: _____ Date: 04/12/2023

Procurement Contracting Manager: Pearl Bethel Date: 04/13/2023