

REQUEST FOR PROPOSAL

PAYMENT CARD INDUSTRY (PCI) COMPLIANCE SERVICES



RFP # 15-048
DUE DATE: July 30, 2015
@ 2:00 P.M. C.S.T.

CITY OF BRYAN
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803
979-209-5500
www.bryantx.gov

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: http://www.bryantx.gov/departments/index.html?name=texas_ethics . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

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INTRODUCTION

RFP# 15-048 PCI COMPLIANCE SERVICES

The City of Bryan is seeking Proposal(s) from qualified firms for Payment Card Industry (PCI) Compliance Services as described in the Scope of Work for the City of Bryan.

It is the intent of the City of Bryan to select a single consultant to accomplish services outlined in this Request for Proposal.

Sealed proposals will be accepted until **2:00 p.m. on July 30, 2015**, and should be addressed to:

City of Bryan - Purchasing Department
Attn: Karen Sonley, Purchasing Supervisor
1309 E. Martin Luther King St.
Bryan, TX 77803
ksonley@bryantx.gov

You may upload one (1) electronic proposal in the format prescribed herein on our website at <http://brazosbid.cstx.gov/> . However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (Flashdrive, etc.) of the proposal must be returned in a sealed envelope bearing the RFP name, RFP number, and the name and address of the respondent on the outside of the envelope.

In order to ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this Request for Proposal shall be addressed in writing via the Brazos Valley Online Bidding System (<http://brazosbid.cstx.gov/>) to the individual identified above. **The deadline for written questions and inquiries is July 14, 2015 @ 10:00 a.m.** Contact with any City of Bryan employee or official is prohibited without prior written consent from the Purchasing Department or designee. Offerors contacting any other employee(s) or official(s) without prior written consent risk elimination of their proposal from further consideration.

The RFP is on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by prospective bidders by calling (979) 209-5500; also available online at <http://brazosbid.cstx.gov> .

The City believes that the data contained in this RFP is sufficient for the preparation of a RFP. Requests for additional information will be considered depending on the RFP time frame and the availability of the requested information. Such information will be submitted to all known firms simultaneously.

Schedule of Important Dates

The tentative schedule for this Request for Proposal is as follows:

Release and Distribute RFP to Firms	06/29/2015
Deadline for Questions and Inquiries	07/14/2015
Proposal Submission Deadline	07/30/2015
Contract Evaluations/Negotiations	08/17/2015
City Council Submission Date	09/25/2015
Earliest Award by City	10/01/2015
PCI Compliance Services Start Date	10/05/2015

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

CITY OF BRYAN/CITY – A home rule Municipal Corporation of the State of Texas.

CITY COUNCIL – The elected officials of the City of Bryan, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies or services over a designated period of time during which repeated purchases are made of the commodity or service specified.

COOPERATIVE AGREEMENT – Any governmental entity(s) that has entered into a joint interlocal purchasing cooperative agreement with the City of Bryan, Texas.

OFFEROR/VENDOR/FIRM – Organization offering a proposal in response to this RFP.

PARTICIPATING ENTITIES – The City of Bryan and any other local entity who may elect to participate in the future.

RFP – Request for Proposal

Proposals

The submitted proposal(s) must be received by the Purchasing Department prior to the time and date specified herein. The mere fact that the proposal was dispatched will not be considered; the firm must ensure that the proposal is actually delivered and received on time.

Proposals received after the date and time specified shall be returned unopened and will be considered void and unacceptable. The City of Bryan is not responsible for lateness of mail carrier, etc., and time/date stamp in the Purchasing Department shall be the official time of receipt.

Proposals cannot be altered or amended after the closing date. Alterations made before closing must be initialed by Offeror guaranteeing authenticity. Proposals may not be withdrawn after proposal closing date and Offeror so agrees upon submittal of their proposal.

Proposals will be publicly acknowledged in the Purchasing Department's Conference Room at 1309 E. Martin Luther King St, Bryan, TX 77803 at 2:00 p.m. on the date specified. Offerors, their representative(s), and interested persons may be present. The proposals received will be publicly opened but not read aloud. Proposals shall remain valid for a period of ninety (90) days from the date and time of the proposal submission deadline date of the submission deadline date, with the same terms, conditions and negotiated fee schedule.

Proposal must be submitted as instructed in the Introduction on page three (3).

By submitting a proposal, the vendor certifies that he has fully read and understands this "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Offerors own risk, and he

cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Vendors.

Any proposal which does not contain all of the information requested in this RFP will be considered incomplete and may be rejected by the City of Bryan.

The City of Bryan by statute is exempt from State Sales Tax and Federal Excise Tax, and the proposal price shall not include taxes.

The Offeror shall furnish any additional information as the City of Bryan may require. The City of Bryan reserves the right to make investigation of the qualifications of the Offeror(s) as they deem appropriate.

This proposal, when properly accepted by the City of Bryan, shall constitute a contract equally binding between the successful Vendor and the City of Bryan. No different or additional terms, including the vendors' subscriber agreement, will become part of this Contract with the exception of a Change Order.

This Request for Proposal does not commit the City of Bryan to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for services.

Successful offeror agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing inter-local cooperation agreement(s) with the City of Bryan.

Reservations

The City of Bryan reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City of Bryan. All proposals become the property of the City of Bryan.

The City of Bryan reserves the right to waive any informalities and technicalities and to accept the offer considered most advantageous in order to obtain the best value for the City. Causes for rejection of a proposal may include but shall not be limited to the Offeror's current violation of any City ordinance, the Offeror's current inability to satisfactorily perform the work or service, or the Offeror's previous failure to properly and timely perform its obligations under a contract with the City. Offeror's may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal forms furnished by the City; 2) Lack of signature by an authorized representative on the Certification form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or 6) Any alteration of the language contained within the RFP forms. City of Bryan reserved the right to waive any minor informality or irregularity.

The City reserves the right to retain all proposals submitted and to use any idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the terms and conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Bryan and the firm selected.

The City of Bryan may conduct reference checks as needed to evaluate proposals. The City may contact those listed, and inclusion of this listing in your proposal is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Service Provider.

Reimbursements

There is no expressed or implied obligation for the City of Bryan to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal, and the City of Bryan will not reimburse responding firms for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification

RFPs must be completed and submitted as required in this document. Certification form must be fully completed. Failure to submit the certification form within the sealed RFP will result in the RFP being rejected as non-responsive.

By submitting a RFP, the Offeror's certifies that he has fully read and understands this "Request for Proposals" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Offerors own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Offeror's.

Communication

The City of Bryan shall not be responsible for any verbal communication between any employee of the City or City Official and any potential firm. Only written and properly submitted proposals will be considered.

Negotiations

During the evaluation process, City of Bryan reserves the right, where it may serve the City of Bryan's best interest, to request additional information or clarifications from proposers. At the discretion of the City, all firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP, may be requested to make oral presentations. Each proposal must designate the person(s) who will be responsible for answering technical and contractual questions. Preliminary negotiations may be conducted with responsible Offeror(s) who submit proposals that are reasonably susceptible of being selected. At the discretion of the City, all Offeror(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee.

Vendors will be ranked in order of preference and final contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.

Cooperative Agreements

Successful Offeror agrees to extend prices and terms to all governmental entities that has entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Disclosure

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Vendor identifies as proprietary, all proposals will be open for public inspection after the contract award. **Proprietary information must clearly be identified by typing the word "CONFIDENTIAL" in bold fourteen (14) point font on the bottom margin and indicate what information is protected.**

If Proposal Results in a Contract, the Following Terms and Conditions Will Apply:

Proposers should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual document that may arise from this RFP. In case of discrepancy between the RFP and the Offeror's proposal, the RFP will rule.

Award of the contract shall be based on demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.

The contract will remain firm for a **minimum twelve (12) month period** from the date of contract award. The City of Bryan reserves the right to extend this contract for **four (4) additional one-year periods** upon mutual agreement of all parties. Contracts can be cancelled, without penalty, with thirty (30) days written notice of cancellation by the City of Bryan.

The opportunity for City of Bryan to enter into contract with the successful Offeror(s) will remain open for a period of ninety (90) days from the date and time of the proposal submission deadline date, with the same terms, conditions and negotiated fee schedule.

The City of Bryan will not accept any contract terms that require pre-payment for services, supplies or equipment. Limited exceptions may be considered for operating leases or software maintenance and support agreements. Software maintenance and support fees may not be assessed for any system that is not installed, operational and available for use by the City of Bryan.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Purchasing Department for the City of Bryan.

Should there be a change in ownership or management, the Contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This Contract is nontransferable by either party.

Payment will be made in accordance with a negotiated fee schedule.

All invoicing shall be submitted in duplicate to the City of Bryan. If invoices are subject to cash discount, discount period is to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices are to be paid in full within 30 days after satisfactory delivery of services and billing.

No public official or City employee shall enter into a contract with the City that violates Local Government Code, Section 171.003.

The Offeror will be required to comply with all provisions of the President's Executive Order No. 11246 as of September 24, 1965.

Offerors are advised that all contracts are subject to all legal requirements provided in the City Charter and applicable City Ordinances, State, and Federal Statutes.

This Request for Proposal includes the City's Standard Form of Agreement Contract (Exhibit A). The Firm should review this agreement thoroughly. If Firm has any exceptions to the standard terms and conditions, Firm must identify any provision they are not prepared to satisfy in their proposal submission. The enclosed

“Certification Authorization Acknowledgment” Form must be properly executed and provided with the sealed proposal indicating the firm’s willingness to execute the City’s Standard Form of Agreement Contract.

The City of Bryan operates and is funded on a fiscal year basis; accordingly, the City of Bryan reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

Addenda

In the event of a needed change in the published RFP documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum. All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Firms are responsible for obtaining all published addenda from the City of Bryan on-line bid system at <http://www.brazosbid.cstx.gov> or from the City of Bryan Purchasing office. The City assumes no responsibility for the Firms failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. The City’s decision to accept or reject any particular proposal due to a failure to acknowledge and submit addenda shall be final.

GENERAL INFORMATION

Background

The City of Bryan is located in Central Texas between Austin and Houston. The City of Bryan was incorporated in 1872. The original square-mile town site now consists of more than 43.4 square miles. The 2015 population estimate for Bryan is 82,920.

The City of Bryan is a home-rule city that operates under the Council-Manager form of government. The City provides a full range of municipal services as prescribed by statute or charter. These services include police, fire and emergency medical services, parks and recreational facilities, library services, street maintenance and construction, public improvements, general administrative services and electrical, water, sewer, and sanitation systems.

City Charter, Council minutes, Budget information, maps and a wealth of miscellaneous information about the City of Bryan can be found online at www.bryantx.gov.

There are two domain environments associated with this RFP. The City of Bryan is the first environment (Fig. 1) and the City’s electric department, known as Bryan Texas Utilities (BTU) is the second (Fig. 2).

Due to separate funding sources, each respective environment will be funded and therefore invoiced independently. Invoices may be delivered to the following respective addresses:

For the City of Bryan:
City of Bryan
Attn: Accounts Payable
PO Box 1000
Bryan, TX 77805

For Bryan Texas Utilities
BTU
Attn: Accounts Payable
PO Box 1000
Bryan, TX 77805

Fig. 1

City of Bryan Infrastructure includes:			
Number of Employees:	815 (177 are BTU)		
Number of IT staff:	19		
Number of Physical Locations:	26		
Number of Merchant Accounts	17		
Number of Credit Card Transactions (approximate)	44,000/year		
Number of Servers:	14 physical / 61 virtual		
Number of Workstations:	716		
Number of Windows Domains:	1		
Number of Firewalls and Vendor(s):	14 Cisco		
Number of Routers and Vendor(s):	5 Cisco		
Number of Internet-Accessible IP addresses in Use:	23		
Number of Applications that Store cardholder data:	0		
Number of Wireless Networks in Use:	1 Physical Networks 7 SSID		
Application Suite(s)	Vermont Systems Inc. - Rec-Trac, GolfNow Reservations, Paymentus/Tele-works Courtworks		
Application Database(s)	Microsoft SQL Server 2008		
Application Suite Integrator(s)	Sungard Public Sector, NaviLine/HTE		
Departments included:			
Department	Application	Payment Gateway	Physical Interface
Animal Center		Payment Processing Inc.	Network CC Reader
Fire Services		Payment Processing Inc.	Network CC Reader
Fiscal Services		Payment Processing Inc.	Dial-up (over Cisco ATA) CC Reader
Vital Statistics		Payment Processing Inc.	Dial-up (over Cisco ATA) CC Reader
Planning & Development		Payment Processing Inc.	Dial-up (over Cisco ATA) CC Reader
Parks & Recreation	Vermont Systems Inc. Rec-Trac	ETS Merchant Solutions	Encrypted USB CC Readers, Virtual Terminal, Vendor Hosted Payment Webpage
Golf Course	Fore! Reservations Technology, LLC	ETS Merchant Solutions	Encrypted USB CC Readers, Virtual Terminal, Vendor Hosted Payment Webpage
Municipal Court	Paymentus/Tele-works Courtworks	Payment Processing Inc.	Dial-up (over Cisco ATA) CC Reader, Vendor Hosted Payment Webpage, IVR

Fig. 2

Bryan Texas Utilities Infrastructure includes:	
Number of Employees:	177
Number of IT staff:	16
Number of Physical Locations:	7
Number of Merchant Accounts	1
Number of Credit Card Transactions (approximate)	228,000 / year
Number of Servers:	7 physical / 91 virtual
Number of Workstations:	217
Number of Windows Domains:	1
Number of Firewalls and Vendor(s):	1 Cisco
Number of Routers and Vendor(s):	5 Cisco
Number of Internet-Accessible IP addresses in Use:	12
Number of Applications that Store cardholder data:	0
Number of Wireless Networks in Use:	1 Physical Network 2 SSID
Application Suite(s)	Billpay.BTUtilities.com, IVR, Kiosk
Application Database(s)	Microsoft SQL Server 2012
Application Suite Integrator(s)	Microsoft .NET/IIS, Cisco UCCX

INTENT AND SCOPE OF WORK

The City of Bryan is requesting proposals for PCI Compliance Services, and associated services in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

It is the City of Bryan intent to contract with one (1) service provider for PCI Compliance Services, and any associated service(s), equipment or technologies.

The City of Bryan, TX is seeking a consulting firm capable of serving as a Payment Card Industry (PCI) Qualified Security Assessor (QSA), Approved Scanning Vendor (ASV) and an enterprise security consulting firm to assist with the following:

- A. Conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of cardholder data (CHD).
- B. Provide an accurate identification of all legacy Secure Socket Layer (SSL) encryption presently in use and a remediation plan to upgrade security certificates to the latest version of Transport Layer Security (TLS).
- C. Validate that vulnerabilities and risks identified have been mapped to appropriate areas of the current version of the PCI Data Security Standard (DSS).
- D. Provide a Gap Analysis of the current network to the current version of the PCI DSS.

- E. Completion of applicable Self-Assessment Questionnaire (SAQ) and all validation, testing and assessment requirements for becoming compliant with the current version of the PCI DSS.
- F. Optional periodic corporate network wide vulnerability scans. Specify quarterly, semi-annually or annually.
- G. Annual internal and external corporate network wide penetration testing, to include periodic vulnerability scans.

Respondents should clearly identify in their submittal which services are to be performed onsite and which are or can be accomplished remotely. If sampling is part of the preferred methodology, define when and how sampling will be used.

The requirements of this engagement are to:

1. Assist with defining the scope of PCI compliance for the organization as well as consulting on how to reduce scope.
2. Determine how effectively the organization is maintaining security, integrity and confidentiality of cardholder data according to the current version of the PCI DSS.
3. Determine how effectively the organization is protecting against anticipated threats or hazards according to the current version of the PCI DSS.
4. Determine how effectively the organization is protecting against unauthorized access to information according to the current version of the PCI DSS.
5. Provide guidance for policy and procedure creation and assist with the drafting and iteration of the same.
6. Provide written recommendations and/or a remediation plan to the organization to meet or exceed the current version of the PCI DSS.
7. Propose a plan to monitor compliance, provide guidance on updates related to laws and regulations, and review compliance status within timeframes stipulated under the various laws and regulations.
8. Provide samples of deliverables (with confidential information removed) typically provided in Respondent's prior PCI engagements.

The City requires Respondents to offer the services identified above for five separate and distinct contract years. The City reserves the right, at its sole discretion, to terminate services or continue services from one contract year to the next. The City operates on a fiscal year basis from October 1st to September 30th of each year. The term of the 1st contract year will start on the date an agreement is reached and end on the subsequent September 30th.

Provide a fixed price proposal for each of the five contract periods for all proposed services.

Present options as appropriate.

Outline all pricing conditions, assumptions, and payment terms. Include ALL travel and expenses in the fixed fee price.

	FY 2016	FY 2017	FYE 2018	FYE 2019	FYE 2020
Fixed Fee Price					

SPECIAL PROVISIONS

Selection Process

A selection committee composed of Bernie Acre, Chief Information Officer and any other person(s) selected will review all proposals.

Selection shall be based on the responsible Vendor(s) whose proposal is determined to be the **best value to the City of Bryan**, considering the relative importance of the evaluation criteria listed herein.

The City of Bryan reserves the right to award contracts to **one or more vendors** submitting the best overall proposal that is deemed to best represent the desires and needs of the City of Bryan; however, it is the City of Bryan’s desire to contract with only one Vendor for all services outlined in the RFP.

Oral Presentations

After all proposals have been evaluated, the selection committee may require representatives of one or more of the respondents to appear and make presentations to the selection committee for the purpose of making a final evaluation and recommendation for contract award. However, the City, may in its sole discretion, award a contract without presentations, based solely on information supplied in the proposal responses.

News Releases/Publicity

News releases, publicity releases, or advertisements relating to this engagement or the tasks or projects associated with this engagement shall not be made without prior written approval from the City.

FORMAT REQUIREMENT

Requirements:

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals which do not contain responses to each of the requirement items will be considered incomplete and may be rejected by the City of Bryan.

Proposal documents should provide a straightforward, concise description of the Vendor’s capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City of Bryan. The requirements stated do not preclude Offerors herein from furnishing additional reports, functions, and costs as deemed appropriate.

You may upload one (1) electronic proposal in the format prescribed herein on our website at <http://brazosbid.cstx.gov/> . However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (Flashdrive, CD-ROM, etc) of the proposal should be returned in a

sealed envelope bearing the RFP name, RFP number and name and address of the respondent **on the outside of the delivery package.**

Provide a description of the company's history, culture, number of years performing security assessments, relative engagement experience, and key differentiators. The submitted project(s) should be similar in scope, size and complexity to the anticipated project list.

As such, the City is evaluating firms with the relevant experience that can guide this process and ensure that the City identifies gaps in compliance, addresses the testing milestones and is able to ultimately attest to compliance, as well as identifying weaknesses in overall network security.

To facilitate the review of the responses, Firms shall follow the described proposal format for each respective environment. One labeled as "City of Bryan" and the second labeled "Bryan Texas Utilities". Both of these documents may be included within the same proposal.

TAB A Qualifications and experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
2. If your firm has multiple office locations, specify which location you propose to service our account.
3. Provide the background on how long your firm been an active credentialed and certified PCI DSS QSA and ASV.
4. The successful Respondent must have services/capabilities to do all of the following:
 - a. Perform an initial PCI Gap Analysis
 - b. Perform the annual requirement for a PCI Pen Test
 - c. Perform all required scanning (external and internal)
 - d. Perform a validated SAQ or Report on Compliance (RoC), as required
 - e. Assist with recommendations and remediation
 - f. Assist with policy development, as needed
 - g. Provide management for the annual PCI compliance lifecycle
 - h. Annual penetration testing
 - i. Periodic vulnerability scans
5. Respondent is to provide a narrative description of a minimum of three (3) previous projects the Respondent has completed in the past five (5) years to demonstrate the Respondent's capability and qualifications to successfully complete the anticipated work. If experience levels of respondents accommodates, particular emphasis will be placed on firms that have performed PCI DSS QSA and ASV services for municipalities.
6. Identify the number and type of PCI DSS QSA and ASV services presently being conducted by the Firm.
7. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc., including PCI DSS QSA and ASV credentials.
8. Describe the organization of the proposed team, detailing the level of involvement, field of expertise, and estimated hours for each member of the team.
9. Describe what municipal staff support you anticipate for the project.
10. Address any performance related litigation that your firm may be, or has been, involved in over the last five (5) years.

11. Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years.
12. Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.

TAB B

Rates and expenses

1. Provide a proposed fee schedule. Express your administrative fee in lump sum not-to-exceed maximum amount and a separate price for travel and related expenses.
2. Indicate your specific expectations concerning reimbursement for travel, per diem expenses, printing, video conferences, and other incidental expenses for the firm.
3. Firm shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
4. Related expenses chargeable to the City, such as supplies, printing, binders, etc. shall be passed through at Firm's cost. Related expenses shall not include postage, copies, telephone toll charges, or other charges incurred in the normal course of business and shall not be charged.
5. Expenses not specifically listed will not be considered reimbursable.

TAB C

Project time-line

1. Proposals must include a time-line that includes as a minimum, each decision point and milestones for each step of the process.
2. Proposals must provide chronological time-line of each task or event and the estimated time required to complete the engagement.

TAB D

Methodology including technical approach and understanding of the scope of the project.

1. Proposals must indicate a clear understanding of the scope of the work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
2. Proposals shall identify progress reports that will be made available during the process and key decision points.
3. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB E

References

Provide references for similarly successful projects from three government agencies, including the name of the agency, contact name, telephone, fax and email address.

TAB F

Certification page, acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard Form of Agreement.

EVALUATION FACTORS

The City of Bryan will review all proposals to determine compliance with the requirements as specified in the RFP. Only proposals which, in the opinion of the Selection Committee, meet the requirements of the RFP will be further evaluated.

Proposals that pass the preliminary review will be evaluated on how well the proposal meets the needs of the City of Bryan as described in the Firm's response to each requirement listed in the RFP. The Selection Committee will review all written proposals that meet the minimum requirements and will select what it

deems to be the top two to four proposals for further review. It is important that the responses be clear and complete so that the Selection Committee can adequately understand all aspects of the proposals.

Evaluation Factors

After receipt of proposals, the City of Bryan will use the following criteria in the selection process:

- 20% Qualifications and experience
- 20% Rates and expenses
- 20% Project design and methodology including technical approach and understanding of the scope of the project
- 30% Payment Card Industry (PCI) Data Security Standards (DSS) Qualified Security Assessor (QSA), Approved Scanning Vendor (ASV) credentialed
- 10% References

CERTIFICATION AND AUTHORIZATION

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that he has fully read **RFP # 15-048** and understands this "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other Vendor, and that the contents of this proposal have not been communicated to any other Vendor prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Agreement Contract.

By submitting a proposal, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the City Council of the City of Bryan within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

END OF RFP #15-048

EXHIBIT A

CITY OF BRYAN
STANDARD FORM OF AGREEMENT CONTRACT

CONTRACT FOR

This Contract, dated _____, 2015, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and _____ (the FIRM), whereby the FIRM agrees to provide the City with certain services as described herein and the City agrees to pay the FIRM for those services.

1. Scope of Services

In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the City with the services as described in **Exhibit A – RFP # _____ and Exhibit B – Insert Firms Name - Proposal to the City of Bryan** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

2. Payment

In consideration of the FIRM's provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the FIRM according to the terms set forth in **Exhibit A and Exhibit B**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services and expenses provided under this Contract may not exceed \$ _____.

3. Time of Performance

A. All work and services provided under this Contract must be completed as outlined in **Exhibit A and Exhibit B**.

B. **Time is of the essence of this Contract.** The FIRM shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the project timeline specified in **Exhibit A and Exhibit B**.

4. Warranty, Indemnification, & Release

A. As an experienced and qualified FIRM, the FIRM warrants that the information provided by the FIRM reflects high professional and industry standards, procedures, and performances. The FIRM warrants that the performance of all services under this Contract will be pursuant to a high standard of performance in the profession. The FIRM warrants that the FIRM will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective services or documents furnished by the FIRM at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the FIRM's services hereunder or of the scope of work itself shall in no way alter the FIRM's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the City. The FIRM and its employees are not the agents, servants, or employees of the City. As an independent contractor, the FIRM shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by

the City, the FIRM shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the professional services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

D. The FIRM must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the FIRM, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): FIRM shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the FIRM's negligent performance of the work, or by or on account of any claims or amounts recovered under the Worker's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. The FIRM shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by FIRM's negligence.

F. Release. The FIRM releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the FIRM's negligent performance of the work. Both the City and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. FIRM's Insurance

The FIRM agrees to maintain, on a primary basis, for the duration of this contract the insurance coverages and limits as described below. The FIRM must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect with verification within five (5) business days of notification of the City's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five (5) business days may cause the proposal to be rejected. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM under the Agreement.

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of

the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

PROFESSIONAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the contractor or any person employed or acting on the contractor's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The contractor is solely responsible for any additional premium for the supplemental extended reporting period.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VII" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days' notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Department
PO Box 1000
Bryan, TX 77805

6. Termination

A. The City may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. Upon the FIRM's receipt of such notice, the FIRM shall cease work immediately. The FIRM shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the FIRM fails to fulfill its obligations under this Contract, or if the FIRM violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the FIRM **five (5)** calendar days written notice. The FIRM will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the City for damages sustained by the City because of any breach of contract by the FIRM. The City may withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the City from the FIRM is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan:
Attn:
P.O. Box 1000
Bryan, Texas 77805

The FIRM:

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the FIRM and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the FIRM without the prior written approval of the City.

F. The FIRM, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The FIRM must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the FIRM shall be included in the contract price; additional payment for such expenses will not be considered.

H. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney
Date: _____

CITY OF BRYAN:

APPROVED FOR PROCESSING:

Bernie Acre, Chief Information Officer
Date: _____

APPROVED FOR COUNCIL:

Kean Register, City Manager
Date: _____

APPROVED:

Jason P. Bienski, Mayor
Date: _____

ATTEST:

Mary L. Stratta, City Secretary
Date: _____

Sample

FIRM:

(FIRMs – Corporate Seal)

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____ on behalf of _____.

Notary Public in and for the State of Texas

EXHIBIT "B"

Firms Name - Proposal to the City of Bryan

(**#** Pages)