

Request for Proposals



City of Minneapolis
Finance and Property Services
Treasury Division

PCI DSS Consulting

RFP 2016-84 Issue Date: May 23, 2016

Proposals Due by: Monday, June 27, 2016 at 4:00pm

May 23rd, 2016

To whom it may concern:

Attached is a Request for Proposal for PCI consulting services. These services are needed for the Treasury Division of the Finance and Property Services Department. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by June 27, 2016.

Thank you for your consideration.

Sincerely,



Bruce Plante, Treasury Director
Finance and Property Services Department

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REQUEST FOR PROPOSALS FOR PCI DSS CONSULTING

I. INVITATION:

The City of Minneapolis (hereinafter referred to as the City) in order to select a qualified Consulting Firm (hereinafter referred to as the Consultant) is requesting proposals for a City-wide Payment Card Industry Data Services Standards PCI DSS) consulting contract to assist the City with meeting compliance requirements including but not limited to the completion of self-assessments and attestations for all merchant locations. This service will begin September 1, 2016 and extend through August 30, 2019, with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional years. This Request for Proposal (RFP) details the City's goals and the services required.

II. PROPOSAL DUE DATE and LOCATION:

The Consultant shall submit six (6) printed copies of their proposal and one (1) electronic copy of their proposal to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement
Request for Proposals for:
PCI DSS Consulting
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

Electronic copies of the proposal must be sent by email to RFP.Responses@minneapolismn.gov

Proposals must be no larger than 20 pages not including relevant attachments.

The submittal shall be made at or before 4:00 P.M. (Minneapolis Time), June 27, 2016.

NOTE: Late Proposals may not be accepted.

III. PROPOSAL FORMAT:

The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section IV – “EVALUATION OF PROPOSALS”.

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

A. Executive Summary

The Executive Summary should include a clear statement of the Consultant’s understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.

B. Scope of Services

Describe how you will provide the following deliverables from the Scope of Services (See Attachment B).

- 1) Statement of Work
- 2) Gap Analysis Report
- 3) Action Plan
- 4) Attestations of Compliance (AOC) and Self-Assessment Questionnaires (SAQ D)
- 5) Location Specific Self-Assessment Questionnaires (SAQ)
- 6) Scanning and Testing
- 7) Plans and Recommendations
- 8) Firewall Compliance
- 9) Communications Plan

C. Experience and Capacity

Please address your company's capabilities as they relate to the following service issues or questions:

- 1) Describe how your company will absorb all the needs and requirements for services as stated in this RFP and Scope of Services.
- 2) Does your company have experience with customers in Government and especially Municipalities?
- 3) For FORENSICS: Does your company have systems in place to handle, in an efficient and timely manner, emergencies during business and non-business hours? If yes, please describe and provide fees, if any.
- 4) Describe how your company will meet our requirement for your account representatives to handle customer orders, problems, invoice disputes and service issues.
- 5) Describe your customer service and quality control programs.
- 6) What is your plan for determining scope of the assignments? Please detail all services that require scoping and separate QSA/Forensics Services from Scanning Services.
- 7) What tools (i.e., technical devices, software, questionnaires, etc.) do you use when making assessments? Do you provide these tools to the Client for future use?
- 8) For QSA/Forensics Services. What is your company's business strategy regarding the following;
- 9) How often or quickly do you introduce new services, training, and best practices that align with PCI Compliance Rules? (i.e., P2P Encryption Standards)
- 10) How do you provide customers with continued PCI Compliance related news and training?
- 11) Please specify your company's performance standards in the following service categories:
 - a. Response Time to general PCI questions, request for scope, best practices. For

- Forensics, response time to post-breach consultation.
 - b. Delivery Time Related to QSA services for PCI Compliance sign-off, Forensic services for post-breach analysis.
 - c. On-time delivery of QSA Compliance/Forensics Services and ASV Services.
 - d. Quality detail and completion of work – Paperwork write ups, AOC.
 - e. Billing accuracy.
 - f. Other, please specify
- 12) Please provide your company’s definitions of the service categories listed above, and the methods used for measuring your performance.
- 13) How do you track and what type of documentation will be provided to verify your performance for the service categories listed above?
- 14) Please specify any plans to subcontract any portion of the work.
- 15) Please specify if your company’s employees who are responsible for providing services to your customers conform to the following:
- a. Have passed background security checks
 - b. Are bonded

D. References

- 1) Provide three references and contact information to verify consultant’s direct experience in servicing accounts of a similar size, complexity, and business volume to the City of Minneapolis based on the options specified in this RFP. Ensure that contact information includes name, title, address, e-mail address, and phone number of each reference and that you have verified that this is current information for these individuals/companies.
- 2) Have any business accounts left your company within the last 24 months for reasons other than consolidation. Provide the reason they left.

E. Personnel Listing

- 1) Indicate the name and title of the person who will have the overall account management responsibility as specified in this RFP. Provide a brief resume of the account manager’s background, training, experience and length of time with the company. Specifically discuss the individual’s experience in managing a program for PCI QSA (Qualified Security Assessor) Compliance and/or PCI ASV (Approved Scanning Vendor) Services of the similar size and scope of the program described in this RFP.
- 2) Please provide an organization chart, including functions and responsibilities of your company’s recommended account management team for the City of Minneapolis.

F. Company Financial Information

- 1) State whether your company is local, regional, national or international. Include information on any affiliates and/or subsidiaries. Include city and state of company’s headquarters and location of where the services will be provided.

- 2) Provide the history of the company and ownership structure, and information on pending buy-outs, mergers, or acquisitions.
- 3) Financial Information – Provide evidence of financial capacity, bonding capacity, and insurance policies. Provide certified financial statements, prepared by an independent, certified public accountant for the previous two years. Provide the firm’s latest annual report or 10K and other relevant financial information as applicable.
- 4) How many consecutive quarters have you been profitable at the Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA) level?
- 5) Describe your company’s service/sales network within the Twin Cities. Specify your geographic locations, company owned or independent contracted dealerships, number of field service/sales representatives.
- 6) Please furnish your company service standards. Include your company’s Service Level Agreement(s) and Mission Statement.
- 7) When was your firm founded and what is the total size of the company?
- 8) Have there been any bankruptcy filings by the Company, its principals and officers during the previous seven years?

G. Cost/Fees

Please complete the Cost Worksheet found in Attachment C.

IV. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT:

Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Treasury Division of the Finance and Property Services Department, Parking Services Division of the Public Works Department and other City staff assistance as they might require. Evaluations will be based on the required criteria listed in Section III “PROPOSAL FORMAT”, and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets department objectives.
- D. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- E. Organization and management approach and involvement for a successful project.
- F. Small & Underutilized Business participation.
- G. Cost of services proposed.
- H. Insurance coverage as defined for the services.
- I. The Evaluation Panel may schedule and arrange for presentations by the proposers.

V. SCHEDULE: The following is a listing of key Proposal and Project milestones:

RFP Release	May 23, 2016
Questions on RFP Due by	June 3, 2016
Responses to Questions posted by	June 10, 2016
Proposals due by	4:00 PM on June 27, 2016

VI. CONTRACT: The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term of three (3) years with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional years.

VII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION: The Consultant's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions by email only to:

Contract Manager: Larry Parker, Cash Manager
Larry.parker@minneapolismn.gov

All questions are due no later than 4:00pm Central Standard Time, June 3, 2016. Responses to the Questions will be posted by June 10, 2016 on City's RFP website at: <http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

VIII. REJECTION OF PROPOSALS: The City reserves the right to reject any Consultant on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Consultant on the basis of the proposal submitted.

IX. ADDENDUM TO THE RFP: If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at: <http://www.minneapolismn.gov/finance/procurement/rfp>

The City reserves the right to cancel or amend the RFP at any time.

ATTACHMENT A

RFP Terms & Conditions

General Conditions for Request For Proposals (RFP)

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

2. Equal Opportunity Statement

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are

sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

4. **Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the

Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. **Subcontracting**

The Consultant shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. **Assignment or Transfer of Interest**

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. **General Compliance**

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

8. **Performance Monitoring**

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. **Prior Uncured Defaults**

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. **Independent Consultant**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at

all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. **Accounting Standards**

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. **Retention of Records**

The Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. **Data Practices**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Consultant(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

14. **Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

15. **Living Wage Ordinance**

The Consultant may be required to comply with the “[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)” (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Consultant and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

16. **Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

17. **Conflict and Priority**

In the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

18. **Travel**

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City’s [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

19. **Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20. **Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City’s Code of Ordinances, both the City and the Consultant are required to comply with the City’s Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a “conflict of interest.” A “conflict of interest” will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City’s Code of Ethics will also apply to the Consultant in its role as an “interested person” since Consultant has a direct financial interest in this Agreement. The City’s Code of Ethics prevents “interested persons” from giving certain gifts to employees and elected officials.

21. **Termination, Default and Remedies**

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

22. **Ownership of Materials**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

23. **Intellectual Property**

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does

not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24. **Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

It is the Consultant's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

25. **City Ownership and Use of Data**

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

26. **Cardholder Data and Security Standards**

Should the Consultant collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Consultant represents and acknowledges that the Consultant will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Consultant represents that it will protect cardholder data. Consultant will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Consultant agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all

physical locations, systems or networks that process credit cards on behalf of the City. Consultant also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Consultant that contains cardholder data or information.

27. **Audit Requirements for Cloud-Based Storage of City Data**

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

28. **Small & Underutilized Business Program (SUBP) Requirements**

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50, apply to any professional or technical service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Administrator to obtain authorization as stated under "Subcontracting" in the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnu cp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

ATTACHMENT B

SCOPE OF SERVICES

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Consultant. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

A. CITYWIDE OVERVIEW

US Bank is the acquiring bank for the City of Minneapolis and Elavon is their processor. US Bank\Elavon require the City of Minneapolis to report attentions of compliance annually to the Payment Card Industry Data Security Standards (PCI DSS). For reporting purposes, US Bank\Elavon has approved four merchant entities as listed below in Section A. The City of Minneapolis last attested to its PCI DSS compliance on March 31st, 2016.

The City of Minneapolis has 54 MCVS (MasterCard Visa) merchant accounts and 43 AMEX (American Express) Merchant Accounts at multiple locations and accepts on line payments for a number of its enterprise operations. Visa, MasterCard, Discover and American Express are the only credit cards accepted at the City. The City owns all its merchant processing equipment.

1. Merchant Entities

For the purpose of PCI Compliance reporting, our acquiring bank, US Bank, has approved the following entities:

- a. City of Minneapolis
- b. Minneapolis Park Board
- c. Minneapolis Parking Services – Off Street Parking
- d. Minneapolis Parking Services – On Street Parking

2. Payment Volumes

Merchant account revenue transaction volumes by entity for 2015

Location	Revenue	Volume
City	\$55.9 million	291,000
Park Board	\$1.5 million	466,000
Parking On Street	\$8.9 million	4,749,000
Parking Off Street	\$19.0 million	2,005,000

Payment Types

The City currently accepts Visa, MasterCard, Discover, and American Express.

Generally, MC\VS\DI account for 75% of the transaction count and AMEX accounts for 25% of the transaction count.

Generally, MC\VS\DI account for 85% of the revenue volume and AMEX accounts for 15% of the revenue volume.

3. Payment Channels

1. The City currently accepts all payment types via the Web,
2. The City currently accepts all payment types via an IVR platform,
3. The City currently accepts all payment types via Point of Sale (POS), and
4. The City currently accepts payments both via a free-standing terminal and a virtual terminal.

4. Payment Processors

Currently, the City’s preferred gateway processor is CyberSource for most City online transactions, KUBRA for utility billing and 3c’s for Parking Dept. online transactions.

LOCATION	PROVIDER
Utility Billing	KUBRA
Parking Services	3c’s
Park Board	CyberSource
Block Events	CyberSource
Truth in Housing	CyberSource
Animal Control	CyberSource
Mpls Development Review	CyberSource
Impound Lot	CyberSource
Convention Center	CyberSource

B. MERCHANT LOCATIONS

LOCATION DESCRIPTION (2015 DATA)	ADDRESS
Utility Billing - Accepts credit card payments online and POS (Point of Sale) for utility bills, water and sewer permit, (water, sewer, refuse) bill from City and City invoices. (177K transactions, \$34.3 million revenue)	City of Minneapolis – Utility Billing 250 South 4th Street, Room 200 Minneapolis, MN 55415
Parking Services – Operates 17 parking ramps and 5 lots and accepts payment cards online, POS at the parking gates, at POS on-street parking and through a mobile app. (6.8 million transactions, \$27.9 million revenue)	City of Minneapolis – Traffic and Parking Services 33 North 9th Street Minneapolis, MN 55403
Park Board – Accepts credit card payments online and POS for rec programming, golf fees, entry to ice or aquatics, ice time rental, contract parking, memorial and tributes, equipment, concessions, dog tags, payments for citations and daycare. (466K transactions,	Minneapolis Park & Recreation Board Headquarters 2117 West River Road Minneapolis, MN 55411

LOCATION DESCRIPTION (2015 DATA)	ADDRESS
\$1.5 million revenue)	
Block Events – Accepts credit card payments online for event permits via fully outsource e-commerce system. (200 transactions, \$9K revenue)	City of Minneapolis – Block Events 33 North 9 th Street Minneapolis, MN 55403
Truth in Housing (TISH) – TISH accepts online credit card payments from registered contractors. (4K transactions, \$145K revenue)	City of Minneapolis – MDR/TISH 25 City of Minneapolis – MDR/TISH 250 South 4th Street, Room 300 Minneapolis, MN 55415
Animal Control – Accepts credit card payments online and POS for pet license, tags, permits, adoption, impound fees, donations, veterinary bills, rescue fees, vaccinations, kennel fees, impound fees and some retail sales within the City of Minneapolis. (10K transactions, \$600K revenue)	City of Minneapolis – Animal Control 212 17 th Avenue North Minneapolis, MN 55411
Impound Lot – Accepts credit card payments online and POS for vehicles that have been impounded. (14K transactions, \$2.8 million revenue)	City of Minneapolis – Impound Lot 51 Colfax Avenue North Minneapolis, MN 55405
Mpls Development Review (MDR) – MDR accepts credit card payments online and POS for commercial and residential construction related issues and business licenses (food, liquor, contractors). (40K transactions, \$13 million revenue)	City of Minneapolis – MDR 250 South 4th Street, Room 300 Minneapolis, MN 55415
Convention Center – Accepts credit card payments online and POS for convention center and exhibitor services and with a Skidata payment application for parking. (46K transactions, \$5.1 million revenue)	City of Minneapolis – Convention Center 1301 2nd Avenue South Minneapolis, MN 55403

Other Locations may be added or subtracted as needed.

C. REQUIRED SERVICES

PCI scope as described by the PCI Security Standards Council is as follows:

PCI requirements apply to all system components. In the context of PCI DSS, “system components” are defined as any network component, server or application that is included in, or connected to, the cardholder data environment. System components” also include any virtualization components such as virtual machines, virtual switches/routers, virtual appliances, virtual

applications/desktops, and hypervisors. The cardholder data environment is comprised of people, processes and technology that handle cardholder data or sensitive authentication data.

- Network components may include but are not limited to firewalls, switches, routers, wireless access points, network appliances, and other security appliances.
- Server types may include but are not limited to the following: web, application, database, authentication, mail, proxy, network time protocol (NTP), and domain name server (DNS).
- Applications may include but are not limited to all purchased and custom applications, including internal and external (for example, Internet) applications.

1. Statement of Work

The first step of a PCI DSS assessment is to accurately determine the scope of the review. At least annually and prior to the annual assessment, the assessed entity should confirm the accuracy of their PCI DSS scope by identifying all locations and flows of cardholder data and ensuring they are included in the PCI DSS scope. To confirm the accuracy and appropriateness of PCI DSS scope, perform the following:

- a) The assessed entity identifies and documents the existence of all cardholder data in their environment, to verify that no cardholder data exists outside of the currently defined cardholder data environment (CDE).
- b) Once all locations of cardholder data are identified and documented, the entity uses the results to verify that PCI DSS scope is appropriate (for example, the results may be a diagram or an inventory of cardholder data locations).
- c) The entity considers any cardholder data found to be in scope of the PCI DSS assessment and part of the CDE unless such data is deleted or migrated/consolidated into the currently defined CDE.
- d) The entity retains documentation that shows how PCI DSS scope was confirmed and the results, for assessor review and/or for reference during the next annual PCI SCC scope confirmation activity.

The Consultant will provide an annual PCI Statement of Work that details the scope and cost of the compliance assessment.

2. Gap Analysis Report

This portion of the process is dedicated to mapping the requirements defined in the PCI DSS to the processes and technologies currently employed by the City of Minneapolis. Each system component included in the PCI scope must be assessed for compliance against the PCI DSS and gaps will be identified and documented.

In order to properly evaluate the Gaps in compliance, visits to all merchant locations are recommended. These site visits will include interviews with employees, managers, and technical staff as well as the gathering of appropriate diagrams and documentation of processes. The site visits should be used to evaluate activities listed below and any other appropriate activities related to PCI DSS compliance.

- a) How and why credit cards are accepted
- b) Analysis of Technology and Systems used to take payments
- c) Service providers used in the process or in support of the systems (outsourced web hosting, payment gateways, Value Added Resellers (VAR), etc.)

- d) Methods used to capture/obtain the cardholder data (fax, mail, phone, in-person, etc.)
- e) Any storage of cardholder data, electronic or paper
- f) People/roles/titles involved in the payment process
- g) People/roles/titles involved in the support of the systems/network
- h) Departmental procedures for handling cardholder data, documented or undocumented
- i) Reporting methods
- j) Refund processes
- k) Collection processes
- l) Tour of areas used to process cards or store cardholder data
- m) Physical review of systems/payment terminals used for processing cards
- n) In the event of e-commerce, a walkthrough of a transaction (up to the point of where the card number would be entered) Adoption of PCI-DSS
- o) General PCI guidance
- p) Participation in information security steering committees
- q) Security training and awareness guidance
- r) Vendor oversight
- s) Documentation work – policies, procedures, standards and guidelines
- t) Documentation updates – network diagrams and asset lists
- u) Both scheduled and ad-hoc security meetings
- v) Incident response
- w) General information security advisory services

The consultant will provide a gap analysis report by merchant location that details gaps in compliance.

3. Action Plan

Compile documentation and recommendations to address any gaps in compliance discovered during the Gap Analysis and write detail action plan recommendations. The recommendations may include choosing different technologies and/or developing new processes and documentation. The Action Plan will be an ongoing process executed in combination with the Gap Analysis. The end result will be multiple action plans targeting different areas of technology and business operations delivered over the course of the engagement. Completion of the Action Plan will occur when all components of the PCI-DSS are either in compliance or are included in an action plan.

The consultant will provide an action plan to remediate all compliance gaps and will assist the City when appropriate in developing a remediation roadmap to complete compliance.

4. Attestations of Compliance (AOC) and Self-Assessment Questionnaire (SAQ D)

Complete Attestations of Compliance and SAQ D for each of the four merchant entities listed in the City Overview. The final AOC document will be provided for the appropriate representative from City of Minneapolis to sign-off and submit. The City of Minneapolis is next scheduled to certify compliance with US Bank on March 30th, 2017.

The Consultant will provide individual Attestations of Compliance for each of the four merchant entities.

5. Location Specific Self-Assessment Questionnaires (SAQ)

Individual SAQ's will be provided by merchant location for the City Entity for the purposes of internal approval and as backup to the AOC's listed above. Details on the merchant locations are listed in section B of this document. In most cases this will include supporting documentation for items marked "non-applicability" or N/A.

The Consultant will provide completed Self-Assessment Questionnaires for each merchant location within the City Entity.

6. Scanning and Testing

Internal and External Penetration Testing and Quarterly Vulnerability Scans are required as part of our PCI Compliance Program.

- a) PCI Compliant Penetration Testing (External)
 - The required network addresses, currently in scope include:
 - MPLS Parking Services PA-DSS network
- b) PCI Compliant Penetration Testing (Internal on-site)
 - The required network segments, currently in scope include:
 - MPLS Parking Services Skidata Network
 - MPLS Parking Services Secure Management Network
 - Scope isolation validation from internal networks residing at MPLS Parking Services
- c) Quarterly PCI Compliant External Vulnerability Scanning (dynamic list, up to 50 addresses)
 - Parking Services (PA-DSS application network)
 - Convention Center
- d) Run monthly vulnerability scan of CDE
 - Monthly internal vulnerability scanning of the CDE network segment
 - Communication and guidance on all vulnerability remediation with City staff, contractors, service providers, and vendors
- e) Review network for unauthorized wireless access points quarterly
 - Technical audit of network access quarterly (testing for any new devices or active ports on the network)
 - Manual audit of all physical locations for the presence of wireless equipment quarterly (with the assistance of City personnel)
- f) Implement a methodology for penetration testing that includes at least the following:
 - Is based on industry-accepted penetration testing approaches (for example, National Institute of Standards and Technology (NIST SP800-115).
 - Includes coverage for the entire CDE perimeter and critical systems.
 - Includes testing from both inside and outside of the network.
 - Includes testing to validate any segmentation and scope reduction controls.

- Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in
 - Requirement 6.5.
 - Defines network-layer penetration tests to include components that support network functions as well as operating systems.
 - Includes review and consideration of threats and vulnerabilities experienced in the last 12 months.
 - Specifies retention of penetration testing results and remediation activities results.
- g) The following attack vectors should be included in the application layer tests:
- Injection flaws (SQL injection, OS command injection, LDAP injection, XPath injection)
 - Buffer overflow vulnerabilities
 - Insecure use of cryptographic storage
 - Unencrypted or improperly encrypted sensitive communications
 - Information leakage via error messages
 - Cross-site scripting (XSS)
 - Insecure direct object references
 - Failure to restrict URL access
 - Directory traversal vulnerabilities
 - Cross-site request forgery (XSRF, CSRF)
 - Other vulnerabilities identified as high risk during your risk assessment

The Consultant will provide assistance in meeting the testing and scanning required for PCI compliance.

7. Plans and Recommendations

Various PCI related documentation must be reviewed annually and appropriate updates or changes made to ensure PCI compliance.

- a) Review the effectiveness of risk management processes
- b) Review the effectiveness of Incident Response Plan
- c) Review Disaster Recovery and Business Continuity Plan
- d) Review Vendor Security Awareness Training Program
- e) Review the City's PCI Policy and Procedures
- f) Oversee the vendor management process, including
 - Annual review of vendors and service providers
 - Direct communication about PCI DSS requirements to the vendors

The Consultant will provide assistance with the development and updating of PCI Related documentation.

8. Firewall Compliance (Parking Services Only)

1.1.6 – Review firewall configuration

- a) Monthly firewall checkup
- b) Development of procedure for firewall changes
- c) Development of firewall security standard
- d) Development of procedure for firewall review
- e) Quarterly formal review of firewall configuration
 - Compare firewall configuration to standard
 - Note any discrepancies
- a) Keep all firewall documentation current and accurate
 - Direct communication about MPLS Parking security requirements to the vendors

The Consultant will provide assistance to Parking Services to ensure Firewall compliance.

9. Communications Plan

The City of Minneapolis meets regularly with its PCI Consultants as detailed below. The consultant meets weekly on-site with the Parking Services Team

The consultant schedules weekly conference with the City\Park Board team

Additional conference calls or onsite visits with individual merchant locations are scheduled as needed.

The Consultant will provide a Communications Plan.

ATTACHMENT C

SCOPE OF SERVICES

Deliverable	Cost Estimate
Statement of Work (City Locations)	
Statement of Work (Park Board)	
Statement of Work (Parking Services Off Street)	
Statement of Work (Parking Services On Street)	
Sub-total Statements of Work	\$0
GAP Analysis Report (City Locations)	
GAP Analysis Report (Park Board)	
GAP Analysis Report (Parking Services Off Street)	
GAP Analysis Report (Parking Services On Street)	
Sub-Total GAP Analysis Reports	\$0
Action Plan (City Locations)	
Action Plan (Park Board)	
Action Plan (Parking Services Off Street)	
Action Plan (Parking Services On Street)	
Sub-Total Action Plans	\$0
SAQ D and AOC (City of Minneapolis)	
SAQ D and AOC (Park Board)	
SAQ D and AOC (Parking Services Off Street)	
SAQ D and AOC (Parking Services On Street)	
Sub-total SAQ D and AOC Documentation	\$0
SAQ A for e-commerce transactions (Animal Control)	
SAQ B for in-person and MOTO transactions (Animal Control)	
SAQ A for e-commerce transactions (Block Events)	
SAQ A for e-commerce transactions (Convention Center)	
SAQ B for in-person and MOTO transactions (Convention Center)	
SAQ C for parking ramp payment application (Convention Center)	
SAQ A for e-commerce transactions (Impound Lot)	
SAQ B for in-person and MOTO transactions	
SAQ A for e-commerce transactions (MDR - Minneapolis Development Review)	
SAQ B for in-person and MOTO transactions (MDR - Minneapolis Development Review)	
SAQ A for e-commerce transactions (Business Licensing)	
SAQ B for in-person and MOTO transactions (Business Licensing)	
SAQ A for e-commerce transactions (TISH - Truth in Housing)	
SAQ A for e-commerce transactions (Utility Billing)	

SAQ B for in-person and MOTO transactions (Utility Billing)	
SAQ A for e-commerce transactions (Park Board)	
SAQ B for in-person and MOTO transactions (Park Board)	
Compliance review for outsourced services (Park Board - ActiveNet)	
Sub-total SAQ by Individual Locations	\$0
PCI Internal Vulnerability Assessment Report and Recommendations	
PCI External Penetration Testing Report and Recommendations	
PCI Quarterly External Scanning Report and Recommendations	
Sub-Total for Scanning and Testing	\$0
PCI Risk Management Process Recommendations	
PCI Incident Response Plan Recommendations	
PCI Disaster Recovery and Business Continuity Plan Recommendations	
PCI Vender Security Awareness Training Recommendations	
Sub-Total for Plans and Recommendations	\$0
PCI Monthly Firewall Checkup Recommendations	
PCI Firewall Change Procedure	
PCI Firewall Security Standard Documentation	
PCI Firewall Review Procedure	
PCI Quarterly Firewall Configuration Review Documentation	
Sub-total for Firewall Compliance (Parking Services only)	\$0
Weekly Conference Call with combined City Locations and Park Board	
Weekly On-Site Meeting with combined Parking Services On-Street and Off Street	
Sub-Total for Communications Plan	\$0
List any additional costs	
Sub-Total for Additional Costs	\$0
TOTAL COST	\$0

Hourly Cost of General Consulting (Consulting that is not included as a deliverable)	\$0
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