



**RFP 2016-137**  
**IT SECURITY AUDIT**

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, March 10, 2016**, for Request for Proposal **IT Security Audit (RFP No. 2016-137)**. A pre-proposal conference will be conducted by Collin County on **Friday, February 26, 2016 at 9:30 a.m.** at 2300 Bloomdale Road, Suite 3207, McKinney, TX 75071 in the I.T. Conference Room. There will be a telephone conference available for the pre-proposal conference, interested vendors may begin calling on 02/26/2016 at 9:15 a.m. CST, by dialing (972) 547-1833. Proposers shall use lump sum pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <http://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, March 10, 2016 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.

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<b>ATTENTION:</b>	<b>CLASSIFIEDS</b>
<b>BILL TO:</b>	<b>ACCOUNT NO 06100315-000</b>
	<b>COMMISSIONER'S COURT</b>

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, February 18, 2016, and Thursday, February 25, 2016**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

<b>NEWSPAPER:</b>	<b><u>Plano Star Courier</u></b>
<b>DATE:</b>	<b><u>February 15, 2016</u></b>
<b>FAX:</b>	<b><u>972-529-1684</u></b>

# Collin County, Texas

## Bid Information

Bid Owner Courtney Wilkerson Senior Buyer  
Email cwilkerson@co.collin.tx.us  
Phone (972) 548-4113  
Fax (972) 548-4694  
Bid Number 2016-137  
Title IT Security Audit  
Bid Type RFP  
Issue Date 02/16/2016  
Close Date 3/10/2016 2:00:00 PM Central

## Contact Information

Address 2300 Bloomdale Rd.  
Ste. 3160  
McKinney, TX 75071  
Contact Courtney Wilkerson Senior Buyer  
Department Purchasing  
Building Admin. Building  
Floor/Room Ste.3160  
Telephone (972) 548-4113  
Fax (972) 548-4694  
Email cwilkerson@co.collin.tx.us

## Ship to Information

Address  
Contact  
Department  
Building  
Floor/Room  
Telephone  
Fax  
Email

## Supplier Information

Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Signature \_\_\_\_\_

## Supplier Notes

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Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Bid Notes

## Bid Activities

Date	Name	Description
2/26/2016 9:30:00 AM	Pre-Proposal Meeting	A pre-proposal conference will be conducted by Collin County on Friday, February 26, 2016 at 9:30 a.m. at 2300 Bloomdale Road, Suite 3207, McKinney, TX 75071 in the I.T. Conference Room. There will be a telephone conference available for the pre-proposal conference, interested vendors may begin calling on 02/26/2016 at 9:15 a.m. CST, by dialing (972) 547-1833.
3/4/2016 5:00:00 PM	Deadline to Submit Questions	Deadline to submit questions is 5:00 p.m., March 4, 2016. Please email all questions to cwilkerson@co.collin.tx.us.
3/4/2016 5:00:00 PM	Intent to Submit Proposal	Do you intend to submit a proposal?

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	LEGAL NOTICE-IT SECURITY AUDIT.doc	Legal Notice

Header	General Instructions_Proposals.docx	General Instructions_Proposals
Header	Terms_of_Contract_Proposals.docx	Terms of Contract_Proposals
Header	Insurance Requirements.pdf	Insurance
Header	IT SECURITY AUDIT-FINAL RFP.docx	Specifications
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	W9_2014.pdf	W-9

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## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	<p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p>	_____ (Required)
2	Exceptions	<p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.</p> <p>Valid Responses: [Please Select], Yes, No</p>	_____ (Required)
3	Insurance	<p>I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.</p> <p>Please initial.</p>	_____ (Required)
4	Reference No. 1	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)
5	Reference No. 2	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)
6	Reference No. 3	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)

- 7 Cooperative Contracts \_\_\_\_\_ (Required)
- As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.
- Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?  
Valid Responses: [Please Select], Yes, No
- 8 Preferential Treatment \_\_\_\_\_ (Required)
- The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).
1. Is your principal place of business in the State of Texas?
  2. If your principal place of business is not in Texas, in which State is your principal place of business?
  3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
  4. If your state favors resident bidders, state by what dollar amount or percentage.
- 9 Debarment Certification \_\_\_\_\_ (Required)
- I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.
- Please initial.
- 10 Immigration and Reform Act \_\_\_\_\_ (Required)
- I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.
- I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.
- Please initial.

11 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

\_\_\_\_\_ (Required)

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

12 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

\_\_\_\_\_ (Required)

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

13 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.

\_\_\_\_\_ (Required)

How did you receive notice of this request?  
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other

14 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, \_\_\_\_\_ (Required) any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.

Please initial.

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## Line Items

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#	Qty	UOM	Description	Response
1	1	lump sum	Provide an explanation of the total cost of the service(s) showing a breakdown by item. Be sure to include all items necessary to render project complete and operational.	\$_____

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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2	1	lump sum	State Not to Exceed Travel Costs.	\$_____
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Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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3	1	lump sum	State Cost for 6 month follow up meeting.	\$_____
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Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

## 1.0 GENERAL INSTRUCTIONS

### 1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

## 2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses For Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

- 2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.19 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or

damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

**3.0 INSURANCE REQUIREMENTS**

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$2,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$4,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

- 3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
  - 3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
  - 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
- 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

## **4.0 EVALUATION CRITERIA AND FACTORS**

- 4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

### **Level 1 - Conformance with Mandatory Technical Requirements**

Criteria assessed during Level 1:

- The Offeror's professional personnel have received adequate continuing professional education within the preceding two years.
- The Offeror's has no conflict of interest with regard to any other work performed by the Offeror for Collin County.
- The Offeror's adheres to the instructions in this request for proposals on preparing and submitting the proposal.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those offerors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

### **Level 2 – Detailed Proposal Assessment**

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

**Technical Qualifications (Maximum Points - 80)**

Expertise and Experience (Maximum Points- 40)

Technical experience of the Offeror to include, but not limited to:

- Recent auditing of local governments.
- Similar auditing, of the type under consideration, during the last three years.
- References.
- Classification of staff (including consultant) to be assigned to the audit. Education, including continuing education courses taken during the past two years, Certifications, position in the Offeror, and years and types of experiences will be considered.

Determination of the following from information submitted:

- Qualifications of the audit team.
- Supervision to be exercised over the audit team by the Offeror's management.

Size and structure of the Offeror to include, but not limited to:

- Capability to meet the services required.
- Additional skills and services.

Meeting IT Audit Business Requirements (Maximum Points 40)

Responsiveness of the proposal in clearly stating an understanding of the work to be performed to include, but not limited to:

- IT Audit coverage.
- Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level, including consultants assigned.
- Documentation – hard and soft copies
- Workflow diagrams where applied

Offerors who score 56 points (70%) and above will be elevated to the next evaluation level.

**Level 3-Cost**

<b>Points</b>	<b>Description</b>
20	Cost

Offerors who are elevated to this level will have cost added to their score.

**Level 4 –Best and Final Offer**

Offerors who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the

proposal, and may be invited to present their responses on-site. Proposals will be re-evaluated based upon Criteria in level 2.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted bids and enter into negotiations with them.

## **5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES**

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **IT Security Audit**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for equipment and installation for **IT Security Audit**.
- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing until project is complete.
- 5.4 Pre-Proposal Conference: A pre-proposal conference will be conducted by Collin County on Friday, February 26, 2016 at 9:30 a.m. at 2300 Bloomdale Road, Suite 3207, McKinney, TX 75071 in the I.T. Conference Room. This is to provide an opportunity for all interested vendors to ask questions. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review documents to gain a full understanding of the requirements of the RFP. There will be a telephone conference available for the pre-proposal conference, interested vendors may begin calling on 02/26/2016 at 9:15 a.m. CST, by dialing (972) 547-1833.
- 5.5 Funding: Funds for payment have been provided through the County budgetary process. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.6 Price Reduction: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.
- 5.7 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by offeror in section 6.5.
- 5.8 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.
- 5.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.

5.10 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.

5.11 Background Check: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.

5.12 **PROPOSAL SCHEDULE**

RFP released:	<b>February 16, 2016</b>
Pre-Proposal Conference:	<b>February 26, 2016 at 9:30a.m.</b>
Deadline for submission of contractor questions:	<b>March 4, 2016 at 5:00p.m.</b>
Proposals due:	<b>March 10, 2016 at 2:00p.m.</b>
Award of Contract:	<b>July 2016</b>
Effective date of contract:	<b>Upon award</b>

Collin County reserves the right to change the schedule of events as it deems necessary.

5.13 **PURPOSE**

Collin County, Texas (hereafter referred to as the “County”) seeks proposals for a comprehensive technical security audit of information technology infrastructure and resources. The County data systems are the heart of County business and audits are necessary to ensure that the IT department operates on a solid foundation. The County views the security assessment and audit as an essential tool to maintain network health, uncover possible vulnerabilities in our voice and data architecture and identify mitigation strategies. The County requires a qualified vendor to perform a complete security audit and assessment. Respondents must have a proven history of successfully completing similar services and functionality for other counties, municipalities, and governmental entities. The County will require that the vendor has acquired the appropriate tools and the required technical certified expertise to aid the County in developing and maintaining a higher degree of threat analysis and prevention for internal and external threats. The scope for this effort, identified in greater detail later in this document, includes:

- Complete network and server security assessment
- Threat analysis and prevention
- Assessment of externally exposed network access points
- Intrusion detection and prevention

- Network account access and security

### 5.13.1 SCOPE OF WORK

The scope of the audit and analysis engagement, with respect to both the data and voice networks, includes:

- Review the county IT infrastructure from an external perspective through the firewalls to check for intrusion issues and deficiencies
  - Investigate DMZ environment for vulnerabilities
  - Perform non-destructive penetration test of any external identified vulnerabilities to measure ease of exploitation to compromise County systems
  - Verify that external facing services are implemented securely following industry standard best practices
    - Includes servers, connections to third party services and ancillary networks utilized to fulfill the scope of County services
- Complete network and server security assessment
  - Perform an collection of software specifics for all devices connected to ‘internet’ County network
  - Provide recommendations of best practice based on review of software inventory collected
  - Verify that enterprise risk is minimized through application of patches and updates
  - Confirm that security best practices and procedures are implemented and followed
  - Verification of anti-virus protection and appropriate security update installation and provide recommendations on current trends in endpoint security
  - Verify password protection is appropriate to protect county systems from password hacking attempts via performing a brute force cracking attempt of the current Active Directory infrastructure
  - Review configuration of Intrusion Prevention System, and threat notification systems, and provide recommendations of adjustments to meet best practices
- Assessment of externally exposed network access points
  - Verify that public facing systems, servers, web pages, etc. are appropriately secure
- Assess and test the security of the County wireless networks
  - Inspect the wireless networks for common vulnerabilities
  - Provide recommendations to improve security with the wireless networks

- Provide recommendations about existing wireless networks with respect to industry best practices
- Confirm that physical security to the MDF and IDF rooms is appropriate
- Analysis of IT staffing allocations, by FTE count and required skill levels, are sufficient to meet the required/recommended levels to maintain the existing network and mitigate any found deficiencies
  - Analysis to include training program recommendations to mitigate skill level deficiencies in order to implement any audit recommendations
  - Analysis shall take into consideration the security tools approved for purchase in the current fiscal year, to determine proper staffing allocations
- Discovery any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment
- Perform analysis of log data of outbound Internet traffic (via firewall and Internet content filter) to identify risks associated with, but not limited to;
  - Use of County managed social media sites
  - Cloud based file sharing sites
- Assess the use of privileged accounts within the County network
  - Discover any accounts with non-expiring passwords
  - Create a matrix of account with administrative rights across two bodies
    - All County servers (inventory to be provided by County)
    - Detailed sampling of 50 end user workstations (inventory to be provided by County)
  - Discover use of privileged accounts on the network, based on available logs
    - Identify privileged accounts most actively being used
    - Identify source network device privileged accounts are being used from
    - Identify destination target host privileged accounts are accessing
- Analysis of existing documented County policy, and technical procedures, that support the County's goal of addressing (where applicable) the Top 20 Critical Security controls
- Analysis to include recommendations of policy, and procedure edits, or introductions, needed to support this goal

The County anticipates that the assessment will be divided into three sections; the first section includes interviewing key personnel, the second section involves evaluating the networked resources via discovery tools and the final section involves using vulnerability analysis tools to probe networked resources and attempt to gain access to resources from both inside and outside the network.

During the interview phase the vendor will meet with key technology personnel and facilitate discussions to gain a better understanding of the technology infrastructure. Checklists need to be provided by the vendor technology staff before the on-site interviews so that staff members may be prepared to answer interview questions. During the personnel interviews the following items should be considered but the conversation should not be limited only to these topics:

- Network configurations, architecture and security
- Server configurations, architecture and security
- Storage systems configuration, architecture and security
- Security controls
- User access security
- Intrusion detection and remediation

During the final phase of the on-site security audit, the vendor will perform vulnerability assessments from within and without the organization using various monitoring, auditing and security cracking tools to assess the security of the county systems. Tests of the perimeter systems will also need to be performed against the public facing components of the county network. Open ports are to be discovered, probed for access and any information, along results of the probes, should be recorded and used as the basis for a suggested mitigation plan. The vendor should use a combination of invasive and non-invasive tools to detect any weaknesses in the network and servers. Invasive tests will require coordination with County technology management to provide an estimated time frame in which the tests may be conducted. The outcome of the final phase should be a log of any deficiencies along with recommended mitigation plans and strategies.

#### **5.13.1.1 PROJECT DELIVERABLES**

Upon completion of the interviews and assessment activities the vendor will compile and present a detailed report on the security findings. Preliminary discoveries of network and server weaknesses, including architectural or configuration liabilities, and any policy or

procedural deficiencies discovered as a result of the review in terms of risk will be included in the comprehensive report. An analysis of the effectiveness of internal network and server controls in preventing unauthorized access will also need to be provided. Analysis of vulnerabilities, along with recommendations on correcting the vulnerability, will also need to be detailed in the report.

DELIVERABLES	DESCRIPTION
<b>Hard Copy Documentation</b>	
Executive Summary	<ul style="list-style-type: none"> <li>• Summarized version of the detailed report</li> </ul>
Initial External Assessment	<ul style="list-style-type: none"> <li>• Assessment of externally exposed systems and found vulnerabilities</li> </ul>
Detailed Report	<ul style="list-style-type: none"> <li>• Internal and external risk analysis and recommendations</li> <li>• Physical security review of network and security policies</li> <li>• Server and storage operations analysis and recommendations</li> <li>• Comprehensive vulnerabilities assessment and mitigation plan</li> </ul>
<b>Electronic Documentation</b>	
Executive Summary	<ul style="list-style-type: none"> <li>• Electronic version of printed report</li> </ul>
Detailed Report	<ul style="list-style-type: none"> <li>• Electronic version of printed report</li> <li>• Presentation materials of detailed report</li> </ul>
Vulnerability Report	<ul style="list-style-type: none"> <li>• Electronic version of the vulnerabilities assessment and mitigation plan</li> </ul>
<b>Six Month Follow-up</b>	
Follow-up	<ul style="list-style-type: none"> <li>• Facilitate an on-site follow-up with county staff six months after the delivery of the reports</li> <li>• Document the follow-up meeting</li> </ul>

## **6.0 PROPOSAL FORMAT**

- 6.1 **PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers. It shall be printed on letter size (8 ½” x 11”) paper.

Proposals may be submitted online via [www.ionwave.net](http://www.ionwave.net) or paper copies may be submitted. It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening.

### Instructions for submitting a paper copy.

Paper copies shall be submitted in a sealed envelope or box with RFP name, number and name of firm printed on the outside of the envelope or box. Paper copies shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071

Paper copies shall be assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Paper copies shall include an electronic copy in a searchable format.

Proposal shall include but not be limited to information on each of the following:

### **6.1.1 FIRM OVERVIEW**

Offeror is requested to define the overall structure of the Firm to include the following:

- 6.1.1.1 A descriptive background of your company’s history.
- 6.1.1.2 State your principal business location and any other service locations.
- 6.1.1.3 What is your primary line of business?
- 6.1.1.4 How long have you been selling product(s) and/or providing service(s)?
- 6.1.1.5 State the number and locations of where your products/services are in use.

### **6.2 PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/EXPERIENCE/CREDENTIALS**

- 6.2.1 Offeror is requested to provide qualifications as well as experience information on Offeror’s key personnel.

### **6.3 PROPOSED PROJECT**

- 6.3.1 Offeror is requested to identify the proposed services to include but not limited to the following areas:

6.3.1.1 Describe Work Plan for the project based upon the scope of work in Section 5.13.1.

**6.4 REFERENCES**

6.4.1 Offeror is requested to include at least five (5) references with names, addresses, telephone numbers and e-mail addresses. Preferred references would be those where similar applications have been put in place.

**6.5 TIME SCHEDULE**

6.5.1 Provide a schedule on each phase of the proposed project beginning with program development and ending with the date of operation. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task). All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.

**6.6 PRICING/FEES**

6.6.1 Provide an explanation of the total cost of the service(s) showing a breakdown by item. Be sure to include all items necessary to render project complete and operational.

6.6.2 State Not to Exceed Travel Costs.

6.6.3 State Cost for 6 month follow up meeting.

**6.7 OTHER PROJECTS INVOLVED WITH**

6.7.1 Offeror is requested to provide a list of other projects that you are currently involved with or will be involved with.

**6.8 SCOPE OF WORK**

6.8.1 Offeror shall provide a response for each of the requirements in section 5.13.1.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

