



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, • Room 400 • Austin, Texas 78701 • (512) 854-9700 • Fax (512) 854-9185

March 26, 2008

Dear Proposers:

You are invited to submit proposals in accordance with the attached specifications packet, Request For Proposal (RFP) #P080155-LC, for IT Security Products, Support and Services for Travis County Information and Telecommunications Systems (ITS), Austin, Texas. All proposals must be submitted with an **Original and three (3) copies** to the Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, Austin, Texas 78701, no later than **2:00 p.m., April 14, 2008**.

FOR ANY INFORMATION RELATED TO THIS RFP, THE PROPOSER MAY ONLY CONTACT CYD GRIMES, PURCHASING AGENT; BONNIE FLOYD, ASSISTANT PURCHASING AGENT; OR LORI CLYDE, PURCHASING AGENT ASSISTANT IV. CONTACT WITH ANY OTHER PERSON ASSOCIATED WITH THIS RFP MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

**REQUEST FOR PROPOSAL
IT SECURITY PRODUCTS, SUPPORT AND SERVICES
RFP # P080155-LC**

DO NOT OPEN IN MAILROOM

Your consideration of this request is appreciated.

Sincerely,
TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M.
Purchasing Agent

CVG:LC
Atch

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**REQUEST FOR PROPOSAL
IT SECURITY PRODUCTS, SUPPORT AND SERVICES
RFP # P080155-LC**

PART I - GENERAL REQUIREMENTS

PART I, SECTION A - GENERAL INFORMATION

1.0 PURPOSE:

The purpose of this Request for Proposal (“RFP”) is to solicit competitive proposals for the purchase and maintenance of IT Products, Support and Services for Travis County Information and Telecommunications Systems (ITS).

2.0 INCURRED EXPENSES:

There is no expressed or implied obligation for Travis County to reimburse Proposers for any expense incurred in preparing proposals in response to this request, and Travis County will not reimburse anyone for these expenses. Travis County will consider proposals from all responsible Proposers.

3.0 SUBMISSION OF PROPOSAL:

3.1 To be considered, an **ORIGINAL SEALED PROPOSAL PLUS THREE (3) COPIES** must be received by **April 14, 2008 at 2:00 p.m.**, in the office of the Purchasing Agent. All proposals must to be addressed to:

**Cyd Grimes, C.P.M.
Travis County Purchasing Agent
314 West 11th Street, Room 400
Austin, Texas 78701**

3.2 The envelope in which the proposal is enclosed must be marked:

**SEALED PROPOSAL
IT SECURITY PRODUCTS, SUPPORT AND SERVICES
RFP # P080155-LC**

DO NOT OPEN IN MAILROOM

3.3 Proposals submitted by electronic transmission will not be considered; however, proposals may be modified by electronic transmission if the notice is received prior to the time and date set for the proposal opening and specific proposal prices are not exposed by the modification.

4.0 LATE PROPOSALS OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submission will not be considered.

5.0 WITHDRAWAL OF PROPOSALS:

A proposal may not be withdrawn by the Proposer without the permission of Travis County for a period of one hundred and twenty (120) calendar days following the date designated for the receipt of proposals, and Proposers agree to this by submitting a proposal.

6.0 POINTS OF CONTACT:

Information regarding the purchasing process, the contents of this RFP, or questions concerning the technical requirements in Part II may be obtained from Lori Clyde, Purchasing Agent Assistant IV, Travis County Purchasing Office, Ned Granger Building, Suite 400, Austin, Texas, at telephone (512) 854-4205. Mention the RFP number at the top of this page.

7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other documents or any part thereof, he may submit to the Purchasing Agent on or before TEN (10) DAYS PRIOR to scheduled opening a request for clarification. All such requests shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP will be made only by RFP Amendment duly issued. A copy of such RFP Amendment will be mailed or delivered to each person receiving a solicitation.

8.0 GENERAL CONDITIONS:

Proposer shall thoroughly examine the specific requirements, schedules, instructions and all other contract documents. Proposals must set forth accurate and complete information as required by this RFP (including attachments). No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of Travis County or the compensation to the Proposer.

By submitting a proposal, the Proposer warrants that he/she is fully satisfied that these specifications, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the offered price(s). There will be no increase in the contract price based upon Proposer's misunderstanding or lack of knowledge about the intent of this solicitation.

9.0 ETHICS POLICY:

- 9.1 County has adopted an Ethics Policy that controls the way in which County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that the County considers to be influential in this contract are called Key Contracting Persons and are listed in the Exhibit A to the Affidavit at the end of Part I. The transactions that are covered by the Ethics Policy are those that involve the following:
- 9.1.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or
 - 9.1.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 9.1.3 but do not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public.

This policy requires a Proposer to inform Travis County of covered transactions with the Key Contracting Persons that have occurred in the year before they submit their proposals and to swear and submit the affidavit at the end of this section with their proposal. This policy also requires the selected Proposer to inform County of covered transactions with the Key Contracting Persons that occur at any time during the contract. If the selected Proposer does not comply with these information requirements, the selected Proposer must continue to perform the contract and forfeit all of the benefits of the contract as provided in 23.0 of the General Provisions in Part IV.

10.0 HUB PROCUREMENT PROGRAM:

- 10.1 Pursuant to the Travis County Historically Underutilized Business (HUB) Procurement Program, the Travis County Commissioners Court adopted goals for Certified HUB Subcontractor participation with an Overall 3.5% Minority-Owned Business Enterprise (MBE) goal and an Overall 6.2% Women-Owned Business Enterprise (WBE) goal (*Sub-goals: .3% African-American, 2.5% Hispanic, .7% Native/Asian-American*) to be observed by the County in its award of contracts and subcontracts to certified HUBs.
- 10.2 It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent may result in termination of this contract.
- 10.3 For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.

10.4 The following section identifies the specific procedures to be followed with respect to this solicitation for proposals in compliance with the HUB Procurement Program.

10.5 **SECTION 1 - HUB PURCHASES**

10.5.1 To be eligible under this program, HUB Proposers and subcontractors must:

10.5.1.1 Be certified as HUB, M/WBE or DBE source by:

- (A) City of Austin Municipal Government,
- (B) Texas Unified Certification Program, or
- (C) State of Texas Building and Procurement Commission

10.5.1.2 Have on file in the Travis County Purchasing Office a proper Bidder's Application.

10.5.1.3 Identify the certifying agency and Item/Service for which is certified.

10.5.1.4 Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.

10.5.1.5 Complete the HUB Declaration form in this RFP package.

11.5.2 Any third party may challenge a firm's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the firm in question will be notified by the Purchasing Agent of the challenge, who made it, and a summary of the allegations. The challenged firm shall be required to submit, within a reasonable period of time, information in support of the firm's HUB status. The Purchasing Agent shall make an evaluation and notify the parties of a proposed determination, citing the basis for the decision, and providing an opportunity for an informal hearing to interested parties and affording an opportunity for a written or personal response. The Purchasing Agent shall make a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Commissioners Court's determination and its reasons. A firm's HUB status shall remain accurately certified during the challenging procedure and shall not be changed unless or until a successful challenge is finalized. (See also Par. 8.0, "CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS" in Part I, General Requirements, Section of this RFP.).

PART I, SECTION B -REQUIRED DOCUMENTATION

- 1.0 The following documentation must be submitted with the proposal. Paragraph 2.0 describes documentation that will be used in the evaluation of the Proposer's proposal. Paragraph 3.0 lists other documents that must be submitted. **Please note this Section B may not address all documentation required by this RFP. The Proposer is cautioned to read the entire RFP to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.**
- 2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with a **master (marked "Original") and three (3) copies (marked "Copy")**. They are to include the following:
- 2.1 Title Page
- Title page must show the RFP subject; the Proposer's name; the name, address, and telephone number of a contact person; and the date of the proposal.
- 2.2 Transmittal Letter
- Submit a signed letter briefly addressing the Proposer's understanding of the work to be done, the commitment to do the work detailed within this RFP and a statement explaining why the Proposer believes itself to be best qualified to do the required work.
- 2.3 Detailed Proposal
- The detailed proposal must address the ability to provide the IT security products, support and services as set forth in Parts II through IV of this RFP. See especially Part I, Section C, Evaluation Factors.
- 2.4 Proposer References
- The Proposer must furnish at least three (3) references for which the Proposer has provided similar goods or services within the last five (5) years. (See Reference Verification Report). These references must include the information found in Part II – Specific Requirements, Subsection 2.2.
- 2.5 Description of Proposer
- The description must include products or services the Proposer is authorized to carry, the number of employees both inside and outside of Travis County, and a description and location of service facilities.
- 2.6 Proposer Representative
- Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical, functional, and contractual questions with respect to the proposal.
- 3.0 Proposer must submit the following documents with the proposal:

- 3.1 * Ethics Affidavit (including Attachments 1 and 2)
- 3.2* HUB Declaration
- 3.3* List of Certified HUB Subcontractors
- 3.4* Reference Verification Report
- 3.5 Schedule of Items
- 3.6 Insurance documentation within ten (10) calendar days after award and before beginning work
- 3.7 All other information required in this RFP

* These documents are included as attachments to this Part I, Section B.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proposer: _____
County of Proposer: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proposer to make this affidavit for Proposer.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS

March 25, 2008

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge ...	Samuel T. Biscoe	
County Judge (Spouse)...	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Vacant	
Executive Assistant	Melissa Velasquez	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Executive Assistant	Loretta Farb	
Executive Assistant	Sandra Ramos	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant	Robert Moore	
Executive Assistant	Martin Zamzow	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning	Christian Smith	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Travis County Attorney	David Escamilla	
First Assistant County Attorney ...	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division ...	John Hille	
Attorney, Transactions Division ...	Tamara Armstrong	
Attorney, Transactions Division ...	Daniel Bradford*	
Attorney, Transactions Division ...	Mary Etta Gerhardt	
Attorney, Transactions Division ...	Barbara Wilson	
Attorney, Transactions Division ...	Jim Connolly	
Attorney, Transactions Division ...	Tenley Aldredge	
Attorney, Transactions Division ...	Julie Joe	
Attorney, Transactions Division ...	Christopher Gilmore*	
Attorney, Transactions Division ...	Stacy Wilson	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Vacant	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant III	Vania Ramaekers	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
ITS	Joe Harlow	
ITS	Shannon Clyde	
ITS	David Stanton	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Attorney, Transactions Division	Tom Nuckols	05/15/08
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M....	02/07/09
Executive Assistant.....	Dan Smith.....	2/15/09

* - Identifies employees who have been in that position less than a year.

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any Key Contracting Person.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to **Certified HUB Contractors/Vendors**.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of **COMMODITIES** are as follows:

Overall MBE Goal: 3.5%; *Sub-goals:* 0.3% African-American, 2.5% Hispanic, .7% Native/Asian American, **Overall WBE Goal: 6.2%**

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: _____

Certified as a HUB or an MBE/WBE/DBE source: Yes No HUB Status (Gender & Ethnicity): _____

If yes, by whom: **St. of Tx. Bldg. and Procurement Comm.** **City of Austin** **Texas Unified Certification Program**

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: www.tbpc.state.tx.us/cmbl/index.html; **City:** www.ci.austin.tx.us/smbr/#howdoes; **TUCP:** www.dot.state.tx.us/business/tucpinfo.htm

LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): St. of Tx. Bldg. and Procurement Comm. City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): St. of Tx. Bldg. and Procurement Comm. City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): St. of Tx. Bldg. and Procurement Comm. City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

REFERENCES VERIFICATION REPORT
(must be submitted with proposal)

1.0 The References Verification Report is to be completed by Proposers submitting a proposal for products, support and services listed within and is a required part of the proposal package. Please respond to all fields listed on the form. Additional pages may be added if more space is required. At the County’s discretion, an incomplete form may be justification for rejection of a proposal. The information provided may be verified prior to award.

1.1 Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Contact Person: _____

Title: _____

Description of Products/Services: _____

Location of Service: _____

Date of Service: _____

1.2 Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Contact Person: _____

Title: _____

REFERENCES VERIFICATION REPORT continued
(must be submitted with proposal)

Description of Products/Services: _____

Location of Service: _____

Date of Service: _____

1.3 Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Contact Person: _____

Title: _____

Description of Products/Services: _____

Location of Service: _____

Date of Service: _____

PART I, SECTION C - ADDITIONAL INFORMATION

1.0 OBJECTIVE:

Travis County is seeking a qualified vendor to provide IT security products, support and services for Travis County Information and Telecommunications Systems located at 314 W. 11th, Suite 550, Austin, Texas 78701.

2.0 PRE-AWARD SURVEY:

After proposal opening and prior to award, County reserves the right to make a pre-award survey of Proposer's facilities and equipment to be used in the performance of this work. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) business days advance notice. Failure to allow an inspection shall be cause for rejection of proposal as non-responsive. County reserves the right to reject facilities or equipment as unacceptable for performance as a result of the pre-award survey.

3.0 PROPOSAL DISCLOSURE:

Proposals will be opened so as to avoid disclosure of the contents to competing Proposers. Proposals will be kept secret during the process of negotiation. However, all proposals will be open for public inspection after award. If identified by the Proposer, County will make reasonable efforts to protect information that qualifies as trade secrets and/or confidential information under the Texas Public Information Act.

4.0 SELECTION CRITERIA/EVALUATION FACTORS:

Travis County will consider several evaluation factors, of which price is only one. Proposers may offer/propose solutions which meet the "spirit" of the listed requirements, but should note that only the proposed solution/service that meets or most closely meets all of the specifications will be recommended for award.

The selection process will be based on the responses to this RFP, and any interviews required to verify the ability of Proposer to provide the services/products proposed in response to this document, along with reference checks. Evaluation factors are listed below. Evaluation Factor items 1 through 8 are of equal importance and must be fully met before items 9, 10, and 11 of the Evaluation Factors will be considered.

EVALUATION FACTORS

Ref #	Factor Title
1.	Certified McAfee ElitePartner
2.	Customer References/Feedback
3.	On-Site Commitment
4.	Vendor Lab
5.	Value Added Solutions

6.	Employee Qualifications
7.	Account Review and Communication
8.	Coterminous Support
9.	Additional Technical Knowledge and Skills
10.	Additional Value Add
11.	Pricing

5.0 METHOD OF AWARD:

- 5.1 The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth herein.
- 5.2 Prompt payment discounts will not be considered in determining low proposals and making awards.
- 5.3 In considering the proposals, Travis County reserves the right to select one or more responsible Proposers.
- 5.4 Travis County reserves the right to award only a portion of the services requested in the RFP.

PART I, SECTION D - NEGOTIATIONS**1.0 NEGOTIATIONS:**

- 1.1 The Purchasing Agent shall supervise all negotiations.
- 1.2 Discussions may be conducted only with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.
- 1.3 Proposers may be required to submit additional data during the process of any negotiations.
- 1.4 Travis County reserves the right to negotiate the price and any other term with the Proposers.
- 1.5 Any oral negotiations must be confirmed in writing prior to award.

2.0 DEVIATIONS:

Requirements stated in this RFP shall become part of the contract resulting from this RFP unless the Proposer requests a deviation. Any requests for deviations from these requirements must be specifically defined by the Proposer in the proposal. If accepted, the deviation shall become part of the contract. Travis County reserves the right to modify the requirements of this RFP.

3.0 REJECTION OF PROPOSALS:

- 3.1 County expressly reserves the right to:
 - 3.1.1 waive any defect, irregularity or informality in any proposal;
 - 3.1.2 reject or cancel any proposal or parts of any proposal;
 - 3.1.3 award contracts to one or more Proposers; or
 - 3.1.4 procure the services in whole or in part by other means.

4.0 PROTESTS:

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

NOTE: PARTS II, III, AND IV, ALONG WITH THE PROPOSER'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME THE CONTRACT.

PART II - SPECIFIC REQUIREMENTS

1.0 **OVERVIEW:** Travis County is seeking a Certified McAfee SecurityAlliance ElitePartner, who fully meets the McAfee Security Alliance ElitePartner program requirements for the Intrusion Prevention and Security Risk Management Program and the System Security and Sure Content Management Solutions Program, to provide McAfee Security Products and Services. Only warranty services, and post-warranty maintenance.

2.0 **REQUIREMENTS:**

Responding vendors must meet all of the following criteria to be considered. Failure to meet any of the criteria disqualifies the responding vendor.

2.1 **Certified McAfee ElitePartner:** The responding vendor must provide proof of compliance and certification as a McAfee SecurityAlliance ElitePartner in your response to this solicitation, at the mid point of the contracted period, and prior to any renewal period. This includes providing proof of compliance with the program requirements for the Intrusion Prevention and Security Risk Management and System Security and Secure Content Risk Management programs.

Only the appropriate McAfee Security Alliance ElitePartner qualified and certified McAfee Professionals will be permitted to perform or to assist Travis County IT staff in the performance of installation and configuration of the McAfee products. Qualified and certified McAfee Professionals, include but are not limited to McAfee Network Intrusion Professionals, McAfee Risk Management Professionals, McAfee System Security Professionals, McAfee Secure Content Management Professionals

2.2 **Customer References:** The responding vendor shall provide one or more customer references that demonstrate customer success and satisfaction with McAfee products deployed by Travis County, where your firm has provided professional services, pre-sales technical support, or was otherwise involved in the deployment and ongoing support of these solutions. The list of deployed McAfee products (Schedule of Items) and additional customer reference requirements is available under Non-Disclosure and Confidentiality Agreement (Attachment A). These will be available after the respondent has signed the Non-Disclosure and Confidentiality Agreement.

2.3 **Positive Customer Feedback:** Travis County must receive positive feedback from customer references in the following areas:

2.3.1 Account Management - Including but not limited to: timeliness in response to requests, pro-active communications, assistance in dealing with McAfee issues with licensing, product delivery, etc. Reference customer's level of satisfaction with responding vendor's sales team.

- 2.3.2 Technical knowledge and skills of the vendor's staff of McAfee Professionals in relationship to the deployed, configuration, and troubleshooting of McAfee solutions and the reference customer's satisfaction level.
- 2.3.3 Level of depth of involvement in deployment and support of deployed McAfee solutions by the responding vendor's staff of McAfee Professionals and the reference customer's satisfaction level.
- 2.3.4 Customer Satisfaction - By product, work effort, and overall customer satisfaction.
- 2.4 **McAfee Professional On-Site Response Commitment:** The vendor shall be capable of having qualified and certified McAfee Professionals on-site at the Travis County operations center within four hours of a request. If the call is placed between 8:00 AM and 1:00 PM, the vendor must have the appropriate McAfee Professional on site the same business day. If the call is placed after 1:00 and before 5:00 PM the vendor must have the appropriate McAfee Professional on site the next business day no later than 8:00 AM. Calls after 5:00 PM must be treated as if the call came in at 8:00 AM with the McAfee Professional on-site no later than noon. The determination for a request for an on-site McAfee Professional will be made by the Travis County Information Security Manager or the Chief Information Officer or their designees to the contractor contact. The vendor must provide an interface contact for receiving these requests.
- 2.5 **Vendor Lab:** The responding vendor shall have a technology lab that is capable of being configured to emulate the Travis County implementation of the deployed McAfee solutions for testing and troubleshooting. Upon request from the Information Security Officer, the Chief Information Officer, or their designees, the vendor must configure their lab to assist Travis County in testing and/or troubleshooting the McAfee solutions deployed or under consideration for deployment. The vendor must provide an interface contact for receiving these requests.
- 2.6 **Ongoing Account Review & Communications:** The responding vendor shall commit to having field sales and sales technical support personnel meet at least quarterly with the Travis County Information Security Manager and Chief Information Officer or their designates for an account review, information on new McAfee solutions the vendor has become aware of, any other solutions that they become aware of that may help the ITS department in their information security program or operations.
- 2.7 **Coterminous Support:** The responding vendor shall make sure that all end dates for support are the same so that a single contract for support for all products may be maintained and renewed.
- 2.8 **Additional Technical Knowledge and Skills:** The responding vendor should state any additional technical knowledge and skills, and provide evidence such as proof of certification, in areas that will increase the success of deployments and support. This would include software and hardware solutions that are required to host the McAfee products, that integrate with the McAfee products, or that are protected by the McAfee products.

- 2.9 **Additional Value Add:** The responding vendor should provide any other value added features, services, etc that will help improve Travis County success and satisfaction with the deployment, support, and ongoing management of the deployed and new McAfee solutions.
- 2.10 **Price:** If all of the above criteria in items 2.1 through 2.7 are met, then the criteria in items 2.8 and 2.0 along with price for the new products, maintenance support, and services will be the final deciding factors. Provide pricing on the Schedule of Items, Attachment A which will be provided upon signing the Confidentiality and Non-Disclosure Agreement referenced in 2.2 above.

PART III - SPECIAL PROVISIONS

- 1.0 **TERM OF CONTRACT:** The contract shall be for a twelve (12) month period (one year) commencing upon award by the Travis County Commissioners Court, with an option to renew for three (3) additional twelve (12) month periods. In February 2008, contract renewal time was impacted by an unexpected change in the State of Texas DIR contract status. This contract will include payment to McAfee for product support that has expired during the contract renewal process through the contract term start date. All product support for existing and new products end twelve months from the contract term start date. Due to staggered start dates, some items will need to be prorated in order to make the end dates coterminous.
- 2.0 **OPTION TO EXTEND:** County may unilaterally extend this Contract for (i) three (3) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an “Option to Extend” and collectively, the “Options to Extend”), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed fifty-one (51) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.
- 3.0 **MAINTENANCE FEES:** For each year after the warranty period, the annual license/maintenance fee may not increase more than 3% annually.
- 4.0 **PURCHASE ORDER:** Contractor will not release any items or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference contract and purchase order on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, the contract administrator will call the Contractor with the items needed to be supplied. The Contractor must respond by supplying the items at the time required. Failure to act in this manner may result in termination of this contract.
- 5.0 **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the county department named below shall act as contract administrator on behalf of Travis County:
- Travis County ITS
Shannon Clyde (or successor or designee)
314 W. 11th, 5th floor
Austin, Texas 78701
(512) 854-7846
- 6.0 **IMPLIED SERVICES:** If any services, functions or responsibilities not specifically described in this Contract are required for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Contract. Except as otherwise expressly provided in the Contract, Contractor shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

PART IV - GENERAL PROVISIONS**1.0 GENERAL DEFINITIONS:**

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.3 "County Building" means any County owned buildings and does not include buildings leased by County.
- 1.4 "Is doing business" and "has done business" mean:
 - 1.4.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - 1.4.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.4.3 but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- 1.5 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- 1.6 "Purchasing Agent" means the Travis County Purchasing Agent.
- 1.7 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
 - 1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

- 1.8.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

2.0 GENERAL CONDITIONS:

Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

3.0 CONTRACTOR CERTIFICATIONS:

- 3.1 Contractor certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and has not filed for bankruptcy. He further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.
- 3.2 Contractor warrants that all applicable copyrights and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Contractor shall indemnify County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses or copyrights applicable to materials used in this contract.

4.0 DISPUTES AND APPEALS:

The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

5.0 FUNDING:

Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The fiscal year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

6.0 FUNDING OUT:

Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

7.0 INVOICING/PAYMENTS:

7.1 Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

7.2 Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor
P.O. Box 1748
Austin, Texas 78767

7.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the Purchase Order.

7.4 Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

7.5 Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T

CODE ANN., ch. 2251.

8.0 **RESERVED:**

9.0 **DISCOUNTS:**

Prompt payment discounts will not be considered in determining low proposals and making awards. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing of the check, or warrant.

10.0 **OFFICIALS NOT TO BENEFIT:**

If a member of the Commissioners Court belongs to a cooperative association, the county may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11.0 **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12.0 **ASSIGNMENT:**

12.1 Assignment. The parties to this Contract shall not assign any of the rights or obligation under this Contract without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.

12.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

12.3 If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

13.0 FORCE MAJEURE:

If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

14.0 TERMINATION FOR DEFAULT:

Failure by either County or Contractor in performing any provisions of this Contract shall constitute a breach of Contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract should not be terminated for default. Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this Contract, or compensate for any loss or damage to the County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

15.0 TERMINATION FOR CONVENIENCE:

County reserves the right to terminate this Contract upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Contract, and termination for convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source. In the event of such termination the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Contract, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

16.0 CHANGES:

16.1 Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this Contract in any one of the following:

16.1.1 Description of services;

16.1.2 Place of delivery;

16.1.3 Any aspect of contract to correct errors of a general administrative a nature or other mistakes, the correction of which does not affect the scope of the contract and does not result in expense to the Contractor.

16.2 It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the scope of this Contract or any attachments to it unless expressly granted that authority by the Commissioners Court.

16.3 If any change under 16.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this Contract, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Contract. The Contractor must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.

16.4 Contractor shall submit all requests for alterations, additions or deletions of the terms of this Contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

17.0 COUNTY ACCESS:

Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

18.0 SUBCONTRACTS:

18.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

18.2 If a subcontract is approved, Contractor must make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

19.0 MONITORING:

County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this Contract, and of the adequacy and timeliness of Contractor's performance under this Contract. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

20.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:

Contractor must not transfer or assign any part of or right or interest in this Contract, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

21.0 CIVIL RIGHTS/ADA COMPLIANCE:

Contractor shall provide all services and activities required by this Contract in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

22.0 GRATUITIES:

County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this Contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23.0 FORFEITURE OF CONTRACT:

23.1 Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

23.1.1 Contractor was doing business at the time of submitting its proposal or had done

business during the 365 day period immediately prior to the date of which its proposal was due with one or more Key Contracting Persons if Contractor has not disclosed the name of any such Key Contracting Person in its proposal which is expressly incorporated in this Contract; or

23.1.2 Contractor does business with a Key Contracting Person after the date on which the proposal that resulted in this Contract and prior to full performance of the Contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) days commencing business with that Key Contracting Person.

24.0 NOTICES:

24.1 Any notice required or permitted to be given under this contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

24.2 The address of County for all purposes under this contract shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

With copies to (registered or certified mail with return receipt not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

and to:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

24.3 The address of the Contractor for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

24.4 Each party may change the address for notice to it by giving notice of the change in compliance with 24.0.

25.0 CONSTRUCTION OF CONTRACT:

- 25.1 Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Travis County, Texas.
- 25.2 Severability. If any portion or portions of this Contract are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 25.3 Headings. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- 25.4 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday October until 2:00 o'clock a.m. on the first Sunday of April and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first Sunday April until 2:00 o'clock a.m. on the first Sunday of October.
- 25.5 Gender and Number: Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

26.0 ENTIRE CONTRACT:

All oral and written agreements between Contractor and County relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

27.0 CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the parties to this contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

28.0 ORDER OF PRECEDENCE:

In the event of inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following descending order:

The Schedule of Items/Services;

Terms and Conditions of Request of Services;
 General Provisions;
 Other provisions, whether incorporated by reference or otherwise; and
 The Specifications.

29.0 ADDITIONAL GENERAL PROVISIONS:

- 29.1 County may assign any of its obligations under this Contract.
- 29.2 Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- 29.3 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 29.4 Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- 29.5 Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor hereby assigns the portion of the amount owing to it under this contract that is equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

30.0 DESIGNATED COUNTY HOLIDAYS 2008: No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	2008
New Year's Day.....	Tuesday..... Jan 1,2008
Martin Luther King, Jr. Day ..	Monday..... Jan 21,2008
President's Day.....	Monday..... Feb.... 18,2008
Memorial Day	Monday..... May.... 26,2008
Independence Day	Friday. Jul..... 04,2008
Labor Day	Monday..... Sep.... 01,2008
Veteran's Day	Monday..... Nov.... 11,2008
Thanksgiving Day	Thursday..... Nov.... 27,2008
Friday after Thanksgiving	Friday. Nov.... 282008
Christmas Season.....	Thursday..... Dec 25,2008
Christmas Season.....	Friday. Dec 26,2008

31.0 MEDIATION:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

32.0 CONFLICT OF INTEREST QUESTIONNAIRE:

The Contractor shall complete the Conflict of Interest Questionnaire attached to this Contract as Attachment B as required by Section 176.006, Tex. Loc. Gov't Code. The Contractor shall file the Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire, as required by Chapter 176 of the Local Government Code, by September 1, 2006, and each year thereafter for the duration of this Contract. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, The Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

33.0 NON-WAIVER OF DEFAULT:

33.1 The waiver of a breach of any term or condition of this Contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of this Contract unless expressly granted that specific authority by Commissioner Court.

33.2 All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

34.0 CERTIFICATION OF ELIGIBILITY:

Contractor certifies that at the time of submission of its offer, it was not on the Federal Government's list of suspended, ineligible, or debarred contractors and that it has not been placed on this list between the time that its offer was submitted and the time of execution of this contract. If the Contractor is placed on the list during the term of this contract Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this Contract for default.

35.0 **INSURANCE AND LIABILITY:**

During the period of this Contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form Not Required

Worker's Compensation: Statutory

SIGNATURE PAGE

CONTRACTOR:

By: _____

Printed Name:

Its Duly Authorized Agent

Date: _____

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe

Travis County Judge

Date: _____

APPROVED AS TO FORM:

County Attorney

AVAILABILITY OF FUNDS CONFIRMED:

Susan Spataro, Travis County Auditor

Date: _____

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Cyd V. Grimes, Travis County Purchasing Agent

Date: _____

ATTACHMENT A

Non- Disclosure and Confidentiality Agreement for Documents Comprising ITS Security Requirements

1. In the interest of obtaining all information relevant for purposes of providing the requested goods and/or services in connection with Travis County Request for Proposal, RFP# P080155-LC, IT Security Products, Support and Services (the "RFP"), the undersigned¹ hereby agrees, to the extent permitted by law, to treat confidential any and all information furnished to the undersigned, but in any event the information contained in the specific documents listed below (the "Confidential Information").

The undersigned agrees to treat the Confidential Information as confidential during their review of the RFP and any associated documents; during formulation and delivery of a formal response to the RFP; and during any other associated tasks or functions related to this phase of the Travis County procurement process (including negotiations of any modifications, amendments, addenda or extensions of or to the RFP) and in perpetuity thereafter.

2. The undersigned acknowledges that Travis County has developed the Confidential Information and that Travis County considers such information confidential and proprietary. The undersigned shall not, without first obtaining County's prior written consent, disclose the Confidential Information to any person or entity other than to the employees, counsel and accountants of the undersigned or duplicate the Confidential Information in whole or in part.
3. The sole purposes for which the undersigned may disclose the Confidential Information to its officers, employees and agents shall be limited to: (i) the evaluation of a continuing and/or further business relationship with Travis County; and (ii) in the event the RFP and/or subsequent Contract is modified, amended, or extended, the fulfillment of its contractual obligations to Travis County.
4. The undersigned shall maintain the confidentiality of the Confidential Information, including instructing its officers, employees and agents regarding the obligations of the undersigned under this Non-Disclosure and Confidentiality Agreement and to take all other reasonable precautions to prevent disclosure of the Confidential Information.
5. The undersigned acknowledges and understands that the documents listed below will change over time to accommodate the needs of Travis County. Travis County reserves the right to revise (by way of modification, deletion or supplementation) the documents and the Confidential Information contained therein and, following such revision, agrees to provide the updated version of any revised document to the undersigned as soon as practicable. The undersigned agrees that this Non-Disclosure and Confidentiality Agreement shall apply to current and future versions of the documents listed below.

¹ As used in this Non-Disclosure and Confidentiality Agreement, the term "the undersigned" includes the officers, employees and agents of the vendor receiving the documents listed herein.

6. In the event the undersigned chooses not to respond to the RFP, or is not the successful proposer, the undersigned agrees to destroy all copies of the Confidential Information immediately.

7. By furnishing the Confidential Information to the undersigned pursuant to this Non-Disclosure and Confidentiality Agreement, Travis County does not waive or otherwise relinquish any right of non-disclosure or other privilege available to it under the Texas Public Information Act or other applicable statute, law or regulation.

By: _____

Title: _____

Company Name: _____

Date: _____

Email Address: _____

Table of Confidential Documents

Ref #	Document Title
01	Customer References Continued
02	Schedule of Items

ATTACHMENT B
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

