



North Central Texas  
Council of Governments

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
for  
Managed Security Services**

**RFSQ No. NCT-2018-19**

**Issued:**

**April 25, 2018**

**PROPOSAL SUBMISSION DEADLINE:**

**\*\*\*\*\*May 24, 2018 by 3:00 PM Local Time \*\*\*\*\***

**NO LATE PROPOSALS WILL BE ACCEPTED**

**NOTICE TO FIRMS: ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' WEBSITE AT <http://www.nctcog.org/aa/RFP.asp>. AMENDMENTS SHALL NOT BE FAXED, EMAILED OR MAILED. IT IS THE SUPPLIER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFSQ RESPONSE TIME.**

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**Questions regarding this RFSQ should be directed to:**

Craigan Johnson, Special Projects Supervisor  
North Central Texas Council of Governments, Agency Administration  
616 Six Flags Drive (Centerpoint Two Building)  
Arlington, TX 76011  
Tel. (817) 695-9186; Fax (817) 640-7806  
E-Mail: CJohnson@nctcog.org

## **SECTION 1: OVERVIEW OF SERVICE NEEDS**

1.01 NCTCOG Overview. The North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region. NCTCOG is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development.

NCTCOG serves a 16-county metropolitan region centered around the two urban centers of Dallas and Fort Worth. Currently the Council has 240 members, including 16 counties, 170 cities, 24 independent school districts, and 30 special districts. The area of the region is approximately 12,800 square miles, which is larger than nine states, and the population of the region is over 6.2 million, which is larger than 35 states.

NCTCOG's Research & Information Services (RIS) department supports NCTCOG's internal computer network and performs demographic research on such topics as population, housing, and employment estimates; population, household, and employment projections; development monitoring; major employers; land use; and tabulation/analysis of Census data. The department also provides regional Geographic Information System (GIS) support through the creation of regional GIS layers and the Regional Data Center, the Spatial Data Cooperative Program which allows regional entities to purchase remote sensing data at a discounted rate and by hosting free bi-annual Regional GIS Meetings.

1.02 Purpose of RFSQ No. NCT-2018-19. North Central Texas Council of Governments (NCTCOG) invites the submittal of responses to this Request for Statement of Qualifications (RFSQ) from experienced Information Security providers to provide Managed Security Services (MSS) to the NCTCOG.

NCTCOG expects to enter into an agreement with a private entity that will entail operating, monitoring, and providing support for one or more of the following Information Security technologies.

1. LogRhythm SIEM
2. Check Point Next Generation Firewalls
3. Quest Change Auditor & Enterprise Reporter
4. Incapsula Web Application Firewall
5. Office 365 Security & Compliance

This RFSQ invites Respondents to submit Statements of Qualification, describing in detail their technical and financial qualifications to perform the aforementioned MSS. NCTCOG's intent in developing this RFSQ is to shortlist the three most qualified firms for participation in a subsequent Request for Proposal (RFP). The presentation of the Prospective Scope of Work in this RFSQ is for general understanding only and is not necessarily representative of the final RFP requirements.

## **SECTION 2: GENERAL INFORMATION**

- 2.01 **Administrative Guidance.** The information provided herein is intended to assist Proposer(s) in the preparation of proposals necessary to properly respond to this RFSQ. The RFSQ is designed to provide interested Proposer(s) with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a submission's content or to exclude any relevant or essential data there from. Proposer(s) are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFSQ.
- 2.02 **Qualifications Response Outline.** Qualifications must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All qualifications must be organized and tabbed to comply with the following sections:

**Tab A** LETTER OF TRANSMITTAL. The letter of transmittal must be limited to two pages, and must contain:

- I. Proposer's name and any assumed names
- II. Physical and mailing address
- III. A brief statement of the Proposer's understanding of the work to be done and a summary of its Proposal
- IV. The names, titles, addresses, email addresses and telephone numbers of the primary contact and other individuals authorized to make representations on behalf of the Proposer
- V. A statement that the person signing the transmittal letter is authorized to legally bind the Proposer
- VI. A statement that the Proposal will remain in effect until a contract has been finalized and a Purchase Order has been issued by NCTCOG to the Awarded Contractor(s)
- VII. Signature of person(s) authorized to legally bind the Proposer

**Tab B** EXECUTIVE SUMMARY. An executive summary will briefly describe the firm's approach and clearly indicate any options or alternatives being proposed. The Executive Summary should include a brief history of the Proposer's firm to include the number of years it has been in business and the number of years it has provided Managed Security Services, the average number of clients it presently serves, and the average revenue that it collects annually. It should also indicate any major requirements that cannot be met by the firm.

**Tab C** KEY PERSONNEL. Attach resumes for all managers, supervisors, and other team members who will be involved in the management of the total package of services, as well as the delivery of specific services. Designate contact person(s) for the following: procurement process, negotiating potential contracts, and conducting presentations/interviews.

**Tab D** SCOPE OF WORK. This section should constitute the major portion of the proposal. NCTCOG’s anticipated needs of the project is identified below along with corresponding deliverables in the Prospective Scope of Work. Proposals must contain a specific response for its approach and qualifications to each Phase and corresponding deliverable. **Indicate specific examples of how your firm can meet each deliverable.** Failure to provide written response to items indicated in this RFSQ will be interpreted by the NCTCOG as an *inability* by the firm to provide the requested product, service or function. The detailed Prospective Scope of Work Criteria is listed as **EXHIBIT A** to this RFSQ.

Respondents should include the following SOQs relative to each of the (5) service areas specified in the Prospective Scope of Work.

1. General description of your practice around each service area.
2. Anonymized list of analysts with expertise in each service area to include:
  - a. Certifications held by each analyst.
  - b. Number of years of experience in the service area.

Respondents should also include:

1. Description of analyst training programs.
2. Description of hiring practices, e.g. background checks.
3. List of clients.
4. Information on the Security Operations Center (SOC) to include:
  - a. Operating hours.
  - b. Description of resiliency, such as multiple sites, redundant/divergent ISP connections, and backup electrical facilities.
  - c. Ratio of senior analysts to managed clients.

**Tab E** REFERENCES. Include at least three references for customers who have used services similar to those requested by the NCTCOG. Please include the organization’s name, address, phone number and a contact person for each reference. The NCTCOG reserves the right to contact or visit any of the Proposer’s current and/or past customers to evaluate the level of performance and customer satisfaction. Please also include a list of past and present clients.

**Tab F** MISCELLANEOUS. Miscellaneous additional information and attachments, if any, may be submitted by the firm.

2.03 **Issuing office and RFSQ Reference Number.** The Agency Administration Department of the NCTCOG is the issuing office for this RFSQ and all subsequent addenda relating to it. The reference number for the RFSQ is NCT-2018-19. This number must be referenced on all qualifications, correspondence, and documentation relating to the RFSQ.

2.04 **RFSQ Submission.** Please submit one (1) physical copies and 1 electronic copy (on disk or USB flash drive) of your response no later than 3:00 p.m. CST, **Thursday, May 24, 2018** to:

North Central Texas Council of Governments  
Agency Administration  
Attn: Craigan Johnson  
RE: RFSQ No. NCT-2018-19  
616 Six Flags Drive, CP II  
Arlington, TX 76011

**Faxed, emailed or late proposals will be ineligible and not accepted for consideration.**

It is the responsibility of the Proposer(s) to ensure that the proposal is received in NCTCOG's office by the designated due date and time. NCTCOG assumes no responsibility for delays caused by postage, mail courier deliveries, email delays or any other form of delivery.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFSQ, unless the Proposer indicates a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Public Information Act. All information obtained in the course of this RFSQ will become property of the NCTCOG.

2.05 **Inquiries.** Questions arising subsequent to the issuance of this RFSQ should be submitted to Brett Ogletree, Information Security Officer, [BOgletree@NCTCOG.org](mailto:BOgletree@NCTCOG.org), prior to 9:00 AM CST on May 14, 2018. Please reference RFSQ NCT-2018-19 when submitting questions and use the following format:

<b>Sender Name/Title:</b>			
<b>Sender Company:</b>			
<b>Sender Phone:</b>			
<b>Sender Email:</b>			
<b>Sender Questions</b>			
<b>Question</b>	<b>RFSQ Section</b>	<b>Paragraph #</b>	<b>Line #</b>

All questions and answers will be consolidated and provided at the NCTCOG website at <http://www.nctcog.org/aa/RFP.asp> for all Proposers to read by no later than 12:00 PM CST on May 17, 2018.

2.06 **Solicitation Schedule** The schedule for the RFSQ process and the work is given below. All times indicated are Central Standard Time (CST). NCTCOG may change this schedule at any time through the addenda process. It is each Proposers responsibility to check the website question and answer area for this RFSQ for current information regarding this RFSQ and its Calendar of Events through award of the Contract. <http://www.nctcog.org/aa/RFP.asp>

The anticipated steps are as follows:

<b>Step 1.</b>	<b>RFSQ Issued</b>	<b>4/25/18</b>
<b>Step 2.</b>	<b>Inquiry Period Ends</b>	<b>5/14/18</b>
<b>Step 3.</b>	<b>Proposal Due Date</b>	<b>5/24/18</b>
<b>Step 4.</b>	<b>Interviews (If Applicable)</b>	<b>May 2018</b>
<b>Step 5.</b>	<b>Anticipated Award</b>	<b>6/04/18</b>

- 2.07 Time for Evaluation. All submissions shall remain valid for a minimum of 120 calendar days after the RFSQ Submission Due Date to allow adequate time for evaluation.
- 2.08 Evaluation of Qualifications. The NCTCOG may award a contract based on the process described in this RFSQ.
- 2.09 Contract Period and Effective Date. The anticipated contract term will be for an initial three (3) years with up to two (2) one-year additional terms for a total of five (5) years during which time the NCTCOG may terminate the contract at its discretion. The anticipated effective date of the contract is June 1, 2018.
- 2.10 News Releases. News releases pertaining to the RFSQ, submissions, or the Contract will be made only by the NCTCOG.

### **SECTION 3: EVALUATION**

3.01 Selection Criteria. The criteria to be used to evaluate submissions are as follows:

- Qualifications and experience level of proposed key personnel (25%)
- Depth and completeness of service offered around each of the five service areas (50%)
  - LogRhythm
  - Check Point
  - Quest
  - Incapsula
  - Office 365 Security & Compliance
- Quality of the Security Operations Center (15%)
- Reputation, financial stability, and age of the firm (10%)

3.02 Evaluation Process. All submissions in response to this RFSQ will be evaluated in a manner consistent with NCTCOG applicable rules and policies. An evaluation committee will review and score submissions according to the evaluation criteria described above. Once the evaluation committee has made a recommendation as to the most qualified firm, a price proposal will be requested in order to negotiate a fair and reasonable price. If NCTCOG and the firm selected as the most qualified are unable to agree upon a fair and reasonable price, NCTCOG may elect to end negotiations with that firm and begin negotiations with the next most qualified firm and continue that process until such time as a fair and reasonable price has been negotiated with a qualified firm.

Each Proposer bears sole responsibility for the items included or not included in the response submitted by that Proposer. The NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFSQ.

## **SECTION 4: GENERAL TERMS AND CONDITIONS**

- A. NCTCOG is exempt from Texas limited sales, federal excise and use tax, nor does NCTCOG pay tax on the purchase, rental or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- B. NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- C. A response to this Request for Statement of Qualifications (RFSQ) does not commit NCTCOG to a purchase Contract, or to pay any costs incurred in the preparation of such response.
- D. Unless the Proposer(s) specifies in their proposal, the NCTCOG may award the contract for any items/services or group of items/services in the RFSQ and may increase or decrease the quantity specified.
- E. NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- F. NCTCOG reserves the right to negotiate the final terms of any and all purchase Contracts with Proposer(s) selected and such Contracts negotiated as a result of this RFSQ may be re-negotiated and/or amended in order to successfully meet the agency needs.
- G. NCTCOG reserve the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. NCTCOG will provide notifications of such changes to all Proposer(s) recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFSQ.
- H. NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the Proposer(s)'s relevant performance and/or qualifications; and to request additional information from any and all Proposer(s).
- I. NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase Contract. Misrepresentation of the Proposer(s)'s ability to perform as stated in the qualification submittals may result in cancellation of the purchase Contract award.
- J. NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- K. The Proposer(s) shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of NCTCOG.
- L. The apparent silence of these specifications 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 these specifications shall be made on the basis of this statement.
- M. The Proposer(s) agree to indemnify and hold the NCTCOG and participating entities harmless from any claim involving patent right infringement or copyrights on goods/services supplied.
- N. Proposer(s) shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
- O. No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- P. Proposer(s) shall not engage in any activity that will restrict or eliminate competition. Violation of this provision

may cause a Proposer's bid to be rejected. This does not preclude joint ventures or subcontracts.

- Q. All proposals submitted must be an original work product of the Proposer(s). The copying, paragraphing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the Proposer is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- R. The only purpose of this RFSQ is to ensure uniform information in the selection of proposals and procurement of services. This RFSQ is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit the NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- S. The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the Proposer(s) to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful Proposer(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to the NCTCOG as a result of the Proposer(s)'s failure to contract may be recovered from the Proposer(s).
- T. A contract with the selected Proposer may be withheld at sole discretion if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- U. NCTCOG is the responsible authority for handling complaints or protests regarding the proposals selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority, as may have proper jurisdiction.

Once NCTCOG has agreed upon selection(s), all Proposer(s) will be notified in writing of the results. Any protest regarding this process must be filed with NCTCOG in accordance with the following procedure. NCTCOG would like to have the opportunity to resolve any dispute prior to the filing of an official complaint by the protester. The protester should contact NCTCOG's Deputy Executive Director, at (817) 695-9121, P.O. Box 5888, Arlington, Texas 76005-5888, so that arrangements can be made for a conference between NCTCOG and the protester. Copies of the appeal process will be made available to the protester.

- V. At all times during the term of this contract, the Contractor(s) shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this contract to do likewise. The Contractor(s) may cause the insurance to be effected in whole or in part by the contractors or sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.
  - 1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
  - 2. Commercial General Liability:
    - a. Minimum Required Limits:
      - \$1,000,000 per occurrence;
      - \$1,000,000 General Aggregate
    - b. Commercial General Liability policy shall include:
      - (i) Coverage A: Bodily injury and property damage;
      - (ii) Coverage B: Personal and Advertising Injury liability;
      - (iii) Coverage C: Medical Payments
      - (iv) Products: Completed Operations
      - (v) Fire Legal Liability
    - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance

- d. Attachment of Endorsement CG 20 10 - additional insured
- e. All other endorsements shall require prior approval by the NCTCOG.
- 3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned, hired and non-owned vehicles. Minimum required Limit: \$1,000,000 combined single limit.
- 4. Professional Liability:
  - a. Minimum Required Limits:
    - 1. \$1,000,000 Each Claim
    - 2. \$1,000,000 Policy Aggregate

W. Contractor(s) covenants and agrees to indemnify and hold harmless and defend NCTCOG, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

X. A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event, if and to the extent that:

- 1. The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and the delay or failure was not extended because of the affected party's failure to use all diligence to overcome the obstacle or to resume performance immediately after the obstacle was overcome. If the failure to perform is caused by the failure of a subcontractor of the Contractor to perform, and if such failure was beyond the control of both the Contractor and the subcontractor, without their fault or negligence, the Contractor(s) shall not be deemed to be in default unless the subcontracted supplies or services were reasonably obtainable from other sources.

No time extension shall be granted under this paragraph unless the party seeking relief has notified the other in writing within a reasonable time after commencement of the event, of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the timetable by which the Contractor intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.

NCTCOG shall be responsible for costs related to a force majeure event, only if the Contractor incurs them after prior written authorization by NCTCOG. Neither NCTCOG nor the Contractor(s) shall have, and both hereby waive, any claim whatsoever for any damages resulting from delays caused by force majeure events.

Y. The Texas State Legislature has adopted House Bill 1295. This law prohibits NCTCOG from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to NCTCOG at the time of a signed contract. The disclosure of interested parties must be completed electronically and submitted through the Texas Ethics Commission website.

## **SECTION 5: ATTACHMENTS LIST**

**Attachment I** – Instructions for Proposal Compliance and Submittal

**Attachment II** – Certifications of Offeror

**Attachment III** – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

**Attachment IV** – Certification Regarding Lobbying

**Attachment V** – Drug-Free Workplace Certification

**Attachment VI** – Certification Regarding Disclosure of Conflict of Interest

**Attachment VII** – Certification of Fair Business Practices

**Attachment VIII** – Certification of Good Standing- Texas Corporate Franchise Certification

**Attachment IX** – Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantaged Business Enterprises

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**ATTACHMENT I:  
INSTRUCTIONS FOR PROPOSAL COMPLIANCE AND SUBMITTAL**

**Compliance with the RFSQ**

Submissions must be in strict compliance with this Request for Statement of Qualifications. Failure to comply with all provisions of the RFSQ may result in disqualification.

**Acknowledgment of Insurance Requirements**

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposal. The insurance requirements are outlined in Section 4- General Terms and Conditions.

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

**ATTACHMENT II:  
CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this submittal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Statement of Qualifications and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this Request for Statement of Qualifications and will comply with all the terms and conditions as stated; and furthermore that I, \_\_\_\_\_(typed or printed name) certify that I am the \_\_\_\_\_(title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said Offeror by authority of its governing body.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date:\_\_\_\_\_

**ATTACHMENT III:  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

**ATTACHMENT IV:  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative Contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

**ATTACHMENT V:  
DRUG-FREE WORKPLACE CERTIFICATION**

The \_\_\_\_\_ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the \_\_\_\_\_ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy statement;

Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT VI:  
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the Contractor, no member of the Contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of Contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the Contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or Department. Supplies, tools, materials, equipment or services purchased with Contract funds shall be used solely for purposes allowed under this Contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the Contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the Contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the Contractor.

The Contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

**ATTACHMENT VII:  
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

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Signature of Authorized Representative:

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Date: \_\_\_\_\_



**ATTACHMENT IX:  
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR  
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the RFSQ process. Representatives from HUB companies should identify themselves and submit a copy of their Certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program  
Texas Comptroller of Public Accounts  
Lyndon B. Johnson State Office Building  
111 East 17th Street  
Austin, Texas 78774  
(512) 463-6958  
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, TX 76011  
(817) 640-0606  
<http://www.nctrca.org/certification.html>

**Submitter must include a copy of its minority certification documentation as part of this RFSQ.**  
If your company is already certified, attach a copy of your certification to this form and return with your proposal.

**Indicate all that apply:**

\_\_\_\_\_ Minority-Owned Business Enterprise  
\_\_\_\_\_ Women-Owned Business Enterprise  
\_\_\_\_\_ Disadvantaged Business Enterprise

**ATTEST TO Attachments of Certification:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_ in  
\_\_\_\_\_ (city), \_\_\_\_\_ (county), \_\_\_\_\_ (state).

**SEAL**

Notary Public in and for \_\_\_\_\_ (County),  
State of \_\_\_\_\_ Commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Prospective Scope of Work**

This section is intended to complement but not repeat the overview section at the front of this RFP. To gain a basic understanding regarding the overall approach of this RFP, the proposer should read both sections and respond to the criteria listed in both.

Proposals must contain a specific response for its approach and qualifications to each Phase and corresponding deliverable. **Indicate specific examples of how your firm can meet each deliverable.** Proposers are encouraged to proposed modifications to the sequencing of the scope of work to improve the effectiveness of the project. Failure to provide written response to items indicated in this RFSQ will be interpreted by the NCTCOG as an *inability* by the firm to provide the requested product, service or function.

**1. LogRhythm Security Information and Event Management (SIEM)**

- a. Maintenance and support of hardware and software
- b. Assessment of relevant sources of Indicators of Compromise (IOC)
- c. Identification of important log sources
- d. Configuration of log sources
- e. Configuration of correlation/AI rules
- f. Configuration of alerts
- g. 365/24/7 Security Operations Center functions
  - i. Monitoring of events/alerts
  - ii. Incident response

**2. Check Point Next Generation Firewalls**

- a. Maintenance and support of hardware and software
- b. Software blade configuration
- c. Daily operation
  - i. Object changes
  - ii. Rule changes
  - iii. IPS tuning
- d. Configuration of alerts
- e. 365/24/7 Security Operations Center functions
  - i. Monitoring of events/alerts
  - ii. Incident response

**3. Quest Change Auditor and Enterprise Reporter**

- a. Maintenance and support of software
- b. Configuration of event collection agents
- c. Configuration of alerts
- d. 365/24/7 Security Operations Center functions
  - i. Monitoring of events/alerts
  - ii. Incident response
- e. Configuration of scheduled reports

**4. Incapsula Web Application Firewall**

- a. Support of hosted service
- b. Configuration of sites
- c. 365/24/7 Security Operations Center functions
  - i. Monitoring of events/alerts
  - ii. Incident response

## **5. Office 365 Security & Compliance**

- a. Configuration of Office 365 security features
- b. 365/24/7 Security Operations Center functions
  - i. Monitoring of events/alerts
  - ii. Incident response