



REQUEST FOR PROPOSAL

RFP 152014

Bay County Information Systems Division
Security Gateway (Firewall)

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

DATE OF REQUEST	DECEMBER 12, 2014
REFERENCE PROPOSAL NUMBER	RFP 152014
PROPOSED DATE/TIME REQUIRED	JANUARY 12, 2015 11:00 A.M.
SUBMIT PROPOSAL TO	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL	“BAY COUNTY INFORMATION SYSTEMS DEPARTMENT SECURITY GATEWAY” DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

The Bay County Purchasing Division on behalf of Bay County Information Systems Division will be accepting sealed bids for a Security Gateway (Firewall) for 500 to 600 users. See below for specifications:

SPECIFICATIONS:

- Ability to setup profiles/groups of access
- Search by profile/group
- Daily threat report
- Activity viewing via a dashboard
- Provide include and exclude abilities for URL filtering
- Works interchangeably with Barracuda Spam System
- VPN Access with client
- Automatic/Push updates
- Easily able to cluster/expand connectivity
- Provide “out of box” defaults on rules
- Integrate with Active Directory
- Endpoint security with remote access
- Logging/reporting of threats/concerns
- Automatic Failover Capable
- Ability to add/remove software modules as needed

- The Security Gateway must include
 - Firewall
 - IPSec VPN
 - Antivirus
 - URL Filtering
 - Web Security
 - Application Filtering

- Pricing Structure
 - Virtual servers and pricing for physical appliance
 - Remote redundant site and additional price for another department
 - One year of support, along with pricing per year for up to four more years
 - One year of support pricing should include web filtering, application filtering, and antivirus

CONTENTS OF PROPOSAL PACKET:

1. Proposals will only be accepted on the attached form. **(SEE ATTACHMENT A)**

2. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **(SEE ATTACHMENT B)**

3. Each bidder is requested to complete the attached business information forms. This attachment will not be considered in awarding or rejecting the Proposal, but the bidder awarded the Contract will need to submit this information prior to the purchase order release. **(SEE ATTACHMENT C)**

GENERAL INFORMATION:

1. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be

sent to all known potential bidders by e-mail.

2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFP, Bidder agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Proposal.
4. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. **RESPONSIBILITY:** Bidders are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

8. **INSURANCE:** The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for

damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;

- c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

- 1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
- 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

- 9. **COST OF DEVELOPING PROPOSAL:** The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.
- 10. **PROPOSAL DELIVERY:** Proposals must be returned no later than **January 12, 2015, @ 11:00 A.M.** in a sealed envelope clearly marked "**Bay County Information Services Department Security Gateway**"--- **Deliver to Nicole LaDouce in the Purchasing Office immediately.** Please provide three (3) printed copies of the submission. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

- 11. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.

12. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
13. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
14. PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.
15. CONTRACT: The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.

16. DISPUTES: In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**
17. QUESTIONS: All questions about this RFP must be directed by January 5, 2015, 5:00 PM in writing, via email, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Responses will be released via Addendum issued by January 7, 2015, 5:00 PM.

ADA ASSISTANCE: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Tim Quinn
Director of Personnel and Employee Relations
and Corporation Counsel
Bay County Building
515 Center Ave. 3rd Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
989-895-4037
mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

EQUIPMENT PRICING

Component	Price
Security Gateway including: Firewall, IPSec VPN, Antivirus, URL Filtering, Web Security, Application Filtering, One (1) year Support	
Virtual Servers	
Physical Appliance	
Remote Redundant Site	
Department Pricing (additional)	
Support: Second Year	
Support: Third Year	
Support: Fourth Year	
Support: Fifth Year	
TOTAL COMPONENT COST	

CERTIFICATION

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

BUSINESS INFORMATION

BAY COUNTY BIDDER SET UP REQUEST

Return completed form to: Bay County Purchasing
515 Center Avenue, Suite 701, Bay City MI 48708

Bay County Use Only	Bidder No.: _____
Review Date: _____	Reviewer's Initials: _____
1099: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1099: <input type="checkbox"/> 3-Per Diem <input type="checkbox"/> 6-Medical <input type="checkbox"/> 7-Atty/Non-Employee Comp	

INSTRUCTIONS: Bay County Bidder Set Up Request form is in three (3) parts.
Page 1 of 3: Includes Bidder identification, W-9, and contact information.
Page 2 of 3: Electronic Payment Set Up Request. Not available to one-time Bidders.
Page 3 of 3: W-9 form. Only exception, one-time Bidders.
An incomplete form will NOT be processed.

Authorized Department Signature: _____ Date: _____

New Bidder? Yes No Unsure If no, Bidder number: _____
One-time Bidder? Yes No Unsure

If one time Bidder, SKIP SECTION I and Contact Person fields below.
If restitution or refund payment, select one box only and SKIP SECTION I.

Refund payment? Yes Restitution? Yes
Bay County employee? Yes No
Information change only? Yes If yes, fill out information change(s) only. Check next to change, below.

What goods or services will you provide to Bay County? <input type="checkbox"/> Service: _____ <input type="checkbox"/> Product/Supply: _____ <input type="checkbox"/> Attorney/Medical: _____

Bidder Name: _____
 DBA: _____ Not applicable.
 Contact Person Phone: _____ Fax: _____
 Contact Person Email: _____ ***
 Bidder Address: _____
 Bidder Payment Address, if different from above: _____
 ***Optional - Email to receive purchase orders electronically: _____

BAY COUNTY BIDDER ELECTRONIC PAYMENT SET UP REQUEST

Return completed form to: Bay County Purchasing, 515 Center Avenue, Suite 801, Bay City MI 4808

Bidder /Company Name: _____

Date: _____ Bidder number, if known.: _____ Bay County Employee

Financial Institution Name: _____

Financial Institution Address: _____

Account Type: Checking Savings

Bank Routing Number: _____

Your bank will have this information.

Account No.: _____

Email Address to Receive Deposit Advice: _____

Bidder /Company Contact Name: _____

Bidder /Company Contact Phone: _____ Fax: _____

The above listed company (Company) sells goods and/or services to Bay County located in Bay City, Michigan. Bay County desires to make payments for such goods and/or services electronically through the ACH Network. COMPANY agrees to grant such flexibility.

Therefore, COMPANY hereby (1) authorizes Bay County to make payments for goods and/or services by ACH, (2) certifies that it has selected the stated depository financial institution, and (3) directs that all such payments be made as provided above.

COMPANY understands that you (Bay County) will verify the information provided above and, in the absence of a discrepancy or other unusual circumstances will begin the direct deposit of payments for goods and/or services within 15 days of your receipt of this form. In the event of a discrepancy, COMPANY understands that COMPANY will be required to provide corrected information by completing a new form. COMPANY acknowledges and agrees that the terms and conditions of all agreements with Bay County concerning the method and timing of payments for goods and/or services shall be amended as provided herein.

COMPANY will give thirty (30) days advanced written notice to Bay County of any changes in depository financial institution or other payment instructions.

Authorized Signature: _____

Print Name and Title: _____ Date: _____

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,