

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6164

Sourcefire EQUIPMENT

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

Anne Strieter, B.S., C.P.M.
Senior Buyer
(734) 222-6760





**WASHTENAW COUNTY
Finance Department**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6164

September 24, 2004

This RFP #6164 is being rebid from the original RFP # 6157 since no vendors were received at the time of bid opening.

Washtenaw County Purchasing Division on behalf of Washtenaw County Information and Technology Services is seeking bids for Sourcefire Equipment.

Sealed Qualifications: Vendor will deliver one **(1) original** and **(2) two copies** which is clearly marked as such and must contain original signature(s) to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O.Box 8645
Ann Arbor, MI. 48107**

by 3:00 pm on Thursday, October 14, 2004

This submission shall include the entire Request for Proposal document and any amendments if issued.

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFQ # 6164".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6760.
- Please direct specific technical questions regarding this RFP to Douglas Perlin at (734) 222-6584.

I. PROPOSAL

Definitions: “**County**” is Washtenaw County in Michigan.

“**Bidder**” an individual or business submitting a bid to Washtenaw County.

“**Contractor**” One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Washtenaw County, Michigan is accepting quotations for Sourcefire equipment. The County will also consider a contract for installation and implementation services on this equipment.

Proposal Terms:

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP’s maybe adjusted to allow for revisions. The entire proposal document with any amendments should be returned in triplicate. To be considered, original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor’s ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

II. CONTRACTOR INFORMATION

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

- A. The contractor's qualifications, years in business, staff profile and experience to provide Sourcefire equipment and installation services as specified in this RFP.
(Attach as Addenda A)
- B. **References:** List three (3) references from current users of similar services. Include name, contact name and phone number.
(Attach as Addenda B)
- C. Specify the warranty period on all equipment in this RFP and list as Addenda C.
(Attach as Addenda C)
- D. Describe the installation services you are able to provide and provide pricing.
(Attach as Addenda D)
- E. Review **Standard Provisions for Contracts** (Section III, pgs. 3-7) and concur that these provisions will be met.
(Attach as Addenda E)
- F. Review **Terms and Conditions** (Section IV, pgs. 7-8) and concur that these provisions will be met.
(Attach as Addenda F)

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded for installation services, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE I - SCOPE OF SERVICES

The Contractor will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **(DEPARTMENT HEAD TITLE)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$8.70 per hour with benefits or \$10.20 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2002 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII – OFFSHORE SERVICES AND SUPPORT

The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned by or affiliated with the contractor. For purposes of this contract, the term, “offshore” refers to any area outside the contiguous United States, Alaska or Hawaii.

IV. TERMS AND CONDITIONS

AWARD

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price (See “Low Bidder” following), quality of service, the Contractor’s qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intent to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County’s specifications and needs.

LOW BIDDER

The low bidder will be based on the lowest total cost of the hardware specified in this RFP.

TERM OF CONTRACT

The contract will be the same as the warranty period on the equipment in this RFP.

COST OF RFP

The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this.

ON-SITE REPAIR OF EQUIPMENT

The County requires that the contractor or designated sub-contractor provide all support services at 220 N. Main in Ann Arbor, Michigan or via remote access.

INSTALLATION LOCATIONS

Sourcefire Equipment will be installed at 220 N. Main in Ann Arbor, Michigan.

V. BID SHEETS

Below is an estimate only of what is needed. Please indicate price breaks for each item on a separate page.

<u>Estimated Qty</u>	<u>Prod#</u>	<u>Description</u>	<u>Price Each</u>
1	MC1000-000-000-0-0-W	Management Console 1000	_____
1	NS2100-C02-000-0-0W	Network Sensor 2100	_____
1	RA2000-c02-000-0-0-W	RNA 2000 (1024 Nodes)	_____
1	RNA 2000 Add on 1024 Host License	RNA 2000 Add on 1024 Host License	_____
2	10/100TXTap	10/100 TX Tap Includes rack mount hardware	_____
1	Sourcefire 1-day RNA Training	Sourcefire 1-day RNA Training	_____
1	Sourcefire 2-day IMS Training	Sourcefire 2-day IMS Training	_____
2	Maintenance 10/100 TX Tap Gold	Maintenance 10/100 TX Tap – Gold Program	_____
1	Maintenance MC1000 Gold	Maintenance MC1000 – Gold Program	_____
1	Maintenance NS2100 Gold	Maintenance NS2100 – Gold Program	_____
1	Maintenance RA2000 Gold	Maintenance RA2000 – Gold Program	_____
1	Maintenance for 1024 Host Add On Gold	Maintenance for 1024 Host Add On – Gold Program	_____

Please list cost of shipping charges for the above items. _____
 When items are shipped, they should be shipped on pallets and shrink-wrapped.

ADDENDA

Attach requested **ADDENDA A-F** to the balance of this RFP. See pages 2 for information to include.

SIGNATURE PAGE

Signature	Company Name
Print Name	Company Address
Title	City St. Zip
Telephone #	Fax #
Email Address	
Federal Tax ID #	<u><i>CHECK ONE</i></u> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

The above individual is authorized to sign on behalf of company submitting proposal.