

CHIPPEWA VALLEY SCHOOLS

INVITATION TO BID # 10.2021

Maintenance Renewal for Barracuda Security Systems

Bid Issue Date: August 3, 2020

Bid Due Date: August 18, 2020 2:00 pm

Bid Award Date: August 24, 2020

**CHIPPEWA VALLEY SCHOOLS
19120 CASS AVENUE
CLINTON TOWNSHIP, MI 48038**

I. BID REQUIREMENTS

INTRODUCTION/PURPOSE

The intent of this Invitation to Bid (herein known as "ITB") is to source a responsive and responsible vendor for Chippewa Valley School's (herein known as "District") maintenance renewal program on various Barracuda security systems per the requirements and specifications of this ITB. The District has been under contract for this warranty service and systems are currently performing to industry standards.

The District may elect to award to one bidder, not award at all, award to other than the lowest bid, or split the award to more than one bidder at its sole discretion. The District intends to award this contract on August 24, 2020.

This ITB is a Firm Fixed Unit Pricing contract allowing all systems to expire on a co-terminus basis. Therefore, all warranties will begin on different days, but all warranties will expire on September 15, 2021.

GENERAL SCOPE OF WORK

Awarded Bidder (herein known as "Contractor") to provide unlimited cloud backup storage, maintenance software, energize updates, and instant server replacement guarantee for existing Barracuda hardware and software security systems. This service includes 24 hour, 7 days a week, 52 weeks a year telephone and email support. Bidder is solely responsible for all costs associated with the successful performance of this contract. Contractor shall provide all labor, supervision, parts, software, equipment, transportation, and all expertise and effort necessary to perform said services in accordance with industry standards.

BID INQUIRIES

Direct questions related to this ITB to Laura Harrington, Purchasing & Risk Management Supervisor, Chippewa Valley Schools, and submit such questions in writing no later than seven (7) days prior to the bid opening date. Send all questions by e-mail to Laura Harrington, Purchasing and Risk Management Supervisor, at purchasing@cvs.k12.mi.us

Bidders must clearly understand that the only official answer or position of the district will be the one stated in writing by addendum. For general questions, call (586) 723-2150. Do not mail questions as the envelope will be left unopened until the bid opening date and time.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE ITB

Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the ITB prior to submitting the proposal or it shall be waived. Bidder shall immediately notify the Purchasing Department such error in writing and request modification or clarification of the document. The Purchasing Department will make modifications by issuing a written revision and will give written notice to all parties who have received this ITB from the District's Purchasing Department.

ADDENDA

Addenda issued during the time of bidding shall become part of the contract documents and receipt thereof shall be acknowledged on the bid proposal. Addenda will be mailed or delivered to all who are known by the District to have a set of contract documents. Copies of addenda will be made available for inspection wherever contract documents are on file for that purpose. Each Bidder shall ascertain prior to submitting their bid that they have received all addenda issued.

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Bidder acknowledges that it has read, understands and adheres to the insurance requirements for the proposal. Bidder also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, District may rescind its acceptance of the Bidder's proposal.

DOCUMENTATION REQUIREMENTS

Bidder must utilize the format specified in the proposal documents. Proposals must be in strict compliance with this

ITB. Failure to comply with all provisions of the ITB may result in disqualification. The District will not permit changes to the submissions after the proposals are received and opened except as authorized by law.

Submission of a proposal shall constitute Bidder's representation that neither Bidder nor an officer, agent or employee of Bidder, or the spouse, parent or child of an officer, agent or employee of Bidder, is involved in the ownership, operation or management of any subcontractor claiming status as a business for purposes of this Contract. Furthermore, submission of a proposal shall constitute Bidder's representation that every subcontractor claiming status as a Business for purposes of this Contract has been doing business under its current name and ownership for at least three years prior to proposal date in the trade in which it will be employed by Contractor in the performance of Contract work.

Bidder must certify that no official or employee of the Chippewa Valley Schools is peculiarly interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise there from, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

DELIVERY OF PROPOSALS

All proposals are to be sealed and delivered on or before **2:00 p.m.**, local time, on **August 18, 2020**, to:

Chippewa Valley Schools
ATTN: Purchasing Department
19120 Cass Avenue
Clinton Township, MI 48038

The District will not accept any proposals received after 2:00 p.m. local time and shall return such late proposals to the Bidder. District will not accept faxed or emailed proposals.

Bidders must **submit one (1) Original**, and **one (1) copy** of the proposal response. List the Bid Number on the outside of the box or envelope and note "Invitation to Bid enclosed."

PROPOSALS AND PRESENTATION COSTS

The District will not be liable in any way for any costs incurred by any Bidder in the preparation of its proposal in response to this ITB, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

VALIDITY OF PROPOSALS

All proposals shall be valid for ninety (90) days from the opening date of the ITB, until time of award.

SOLE BIDDER

It is the District's intent that this ITB permits competition. It shall be the Bidder's responsibility to advise the District in writing if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. District shall receive such notification no later than seven (7) days prior to the date set for acceptance of bids.

If only one bid is received in response to the ITB, a detailed cost proposal will be requested of the single Bidder, upon request by District. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.

II. BID AWARD PROCESS

EVALUATION OF PROPOSALS

Bidders shall exercise particular care in reviewing the specifications required for this ITB. Submission of a proposal to the District's Purchasing Department offers no rights upon the Bidder nor obligates the District in any manner. The District's Purchasing Department reserves the right to withdraw this ITB at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

The District reserves the right to waive any irregularities in proposals, provided that such action is in the best interest of the District. Any such waiver shall not modify any remaining ITB requirements or excuse the Bidder from full compliance with the ITB specifications and other contract requirements if the Bidder is awarded the Contract.

REJECTION OF PROPOSALS

The District reserves the right to accept or reject in whole or in part any or all proposals submitted. The District shall reject the proposal of any Bidder that is determined to be non-responsive. The failure of a Bidder to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

REQUESTS FOR CLARIFICATION OF PROPOSALS

The District reserves the right to request qualification information from any Bidder or other sources before issuing documents, receiving bids or awarding a contract. The District may, at its sole discretion, accept or reject Bidders as qualified. The right to waive any informalities in qualification materials is reserved by the District. The Bidder, in submitting his/her bid, agrees to accept the decision of the District as final.

METHOD OF SOURCE SELECTION

An award, if made, will be made to the lowest responsible and responsive Bidder. The District may, as it deems necessary, conduct discussions with those Bidders for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. The District may exercise their right to conduct discussions with none, one, some or all Bidders without penalty.

III. CONTRACT REQUIREMENTS

GENERAL DESCRIPTION OF REQUIRED PERFORMANCE OUTCOMES

Where not more specifically described in any of the various sections of these specifications, services shall conform to all methods and operations of best standards and accepted practices of the profession involved and shall include all work “turn-key” required for completion of the services.

HOURS OF WORK

The Contractor will coordinate with the District contact person for scheduling necessary onsite work. In general, onsite work hours will be from 8:00 a.m. to 4:00 p.m., Monday through Friday. Contractor may need to modify work periods upon advance request by the District. The District reserves the right to assign a non-traditional workday or workweek schedule in an emergency situation.

TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

The Contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the District's Purchasing and Risk Management Supervisor. If such written consent is granted by the District, all terms and conditions, including pricing, shall remain in force for the duration of the Contract.

The Contractor declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation; that no officer or agent of the District is directly or indirectly interested in this bid; and he proposes and agrees that if this proposal is accepted he will contract with the District in accordance with the specifications, also the terms and conditions as spelled out in this bid form.

No person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this ITB if that person has been convicted of any felony offense involving the distribution of controlled substances and, for contracts to be performed for on-site services to the District, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" as defined in MCL 380.1535a(1).

CONTRACT PERIOD

It is important for Bidders to understand and agree to the condition that each system must be held under contract for a DIFFERENT period of time. Message Archiver contract shall be September 15, 2020 – September 14, 2021. Backup Server contract shall be December 4, 2020 – September 14, 2021. Web Security Gateway contract shall be March 20, 2021 – September 14, 2021. Email Security Gateway contract shall be April 24, 2021 – September 14, 2021.

CONTRACT CANCELLATIONS AND SUSPENSIONS

The Contract will be monitored for acceptable services rendered throughout the contract period. The District reserves the right to cancel and terminate any Contract(s), in part or in whole, for any reason or for no reason, without penalty, upon notice to the Contractor. District will have the option to cancel the contract for any reason with thirty (30) days' notice. District reserves the right to cancel the Contract with ten (10) days' notice after Contractor has been unable or unwilling to cure the violation(s). Contractor shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

As a result of such delay, the District reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the District. This suspension will be without compensation to the Contractor, other than to adjust the contract completion requirements.

INVOICING PROCEDURE

The Contractor shall submit quarterly invoices to cover the prior 3 months’ services using the agreed upon contracted pricing. The invoice shall in a format acceptable to the District. The Contractor is prohibited from using this contract for billing any commodity or service that is not covered specifically under this contract nor approved by the District. Costs for services shall not include additional fees for delays or return trips due to Contractor’s error or unfamiliarity with District’s infrastructure. District shall be responsible to pay invoice within 30 days of receipt of accurate invoice. Contractor is encouraged to provide a discount for early payment.

HOLD HARMLESS AND INDEMNIFY GUARANTEE

The Contractor, to the fullest extent permitted by law, agrees to defend, pay on behalf of, indemnify, and hold harmless Chippewa Valley Schools, its elected and appointed officials, employees and volunteers, and others working on behalf of Chippewa Valley Schools, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Contractor by reason of personal injury, including bodily injury or death and / or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract.

INSURANCE REQUIREMENTS

A sample Certificate of Insurance shall be included with Bidder’s proposal. In addition, prior to commencement of any work, a Certificate of Insurance executed by Contractor’s insurance agent or carrier showing required insurance coverage shall be submitted, specifically naming Chippewa Valley Schools. Each insurance policy to be furnished by successful Contractor shall include, by endorsement to the policy, a statement that a notice shall be given to Chippewa Valley Schools by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan.

Contractor shall provide Certificates of Insurance evidencing the above-required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the Purchasing Department.

As a condition of performing work for the District as a Contractor, the Contractor must provide District with satisfactory evidence of their insurance coverage as follows:

Commercial General Insurance: \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate coverage for Contractual Liability, Premise/Operations, Independent Contractors, Broad Form Property Damage, Products/Completed Operations and Personal Injury.

Business (Commercial) Automobile Liability Insurance: \$1,000,000 Per Occurrence, Combined Single Limit for bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

Worker’s Compensation, including Employers’ Liability Insurance: covering your statutory obligations in the State of Michigan.

Umbrella Liability coverage for \$10,000,000 Per Occurrence

Professional Errors & Omissions coverage for \$10,000,000

Crimes including Third Party coverage \$3,000,000

Security/Privacy coverage \$10,000,000

Insurance Terms and Conditions:

1. Products-completed operations liability must be maintained for not less than one year after acceptance of completion of your work.

2. Each insurance carrier shall have a Best's rating at B+ VII or better, and acceptable to the District.
3. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.
4. The District shall be named as an additional insured by endorsement on the Contractor's policy. This coverage shall contain no special limitations on the scope of protection afforded to the District.
5. The Contractor's insurance coverage shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
6. Any and all deletions/exclusions/restrictions from this coverage require the prior written consent of Chippewa Valley Schools.
7. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall be liable for the payment of any deductible over \$1,000 applicable to any coverage.
8. General Liability and Auto Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.
9. If Contractor, for any reason, fails to provide and maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The District, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

SERVICE REQUIREMENTS

The information furnished in this ITB is **not** intended in any way to describe or guarantee either the maximum or minimum amount or type of work to be done. Information in this ITB is to be used for illustrative purposes and is no guarantee to be complete or accurate. The Contractor will be required to complete all services as needed by the District during the period of the contract.

Contractor shall provide a complete, workmanlike, well executed work in accordance with these specifications and all applicable national, state and local codes. All services shall be executed by licensed personnel, as required by law, as well as factory trained and authorized/certified by Barracuda. In cases of conflict between requirements, the requirement which in the opinion of Chippewa Valley Schools, more advantageous to the District, shall govern.

Workers shall be thoroughly experienced in the particular class of work in which they are employed. District reserves the right to demand immediate removal of any member of the Contractor's staff that, in the District's opinion, impedes the progress of the work or violates any laws or District policies.

Replacement equipment shall be Original Equipment Manufacturer (OEM), "brand new", provided by the Contractor, and the current standard product of an established manufacturer. Materials shall be of the highest quality.

IV. BID PROPOSAL FORM

BID PACKAGE: Maintenance Renewal for Barracuda Security Systems
ITB 10.2021

DUE DATE: August 18, 2020, 2:00 p.m. local time.

TO: Chippewa Valley Schools
ATTN: Laura Harrington
Purchasing Supervisor
19120 Cass Avenue
Clinton Township, MI 48038

INSTRUCTIONS FOR SUBMITTING BID - Bidder is required to submit one (1) original and one (1) copy of bid submittal. Submit only the following completed forms with your bid. Chippewa Valley Schools requires bidders to submit information **ONLY** on Forms provided through this ITB.

1. Bid Proposal Form, including pricing
2. Iran Sanctions Affidavit
3. Certificate of Liability Insurance
4. Required Professional Licenses and Certifications, if applicable

Failure to submit the forms/information listed above may be cause for disqualification of bid.

AGREEMENTS

The undersigned understands that the District reserves the right to reject any and all bids and to waive informalities and irregularities in bidding. District also reserves the right to hold bids for 90 days from bid opening date.

District reserves the right to accept or reject any or all proposals in whole or in part, or to waive any informality therein. If in the District's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, service, etc. If award is made to us under this proposal, we agree to enter into an agreement with Chippewa Valley Schools to furnish services, in strict accordance with this proposal, bid documents and all pertinent portions of specifications.

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this ITB. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Chippewa Valley Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Chippewa Valley Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract.

Name, title, and signature of individual duly authorized to execute contracts:

Name: _____

Title: _____

Signature: _____

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF BIDDER:

Firm Name: _____

Address: _____

City/State/Zip: _____

Name of Contact Person: _____ Title: _____

Telephone: _____ ext _____ Fax: _____

Email: _____ Website Address: _____

LEGAL STATUS OF BIDDER: A Company organized and existing under the laws of the State of _____

ADDENDA

The undersigned acknowledges receipt of the following addenda

Addendum # _____ dated _____

Addendum # _____ dated _____

Addendum # _____ dated _____

Addendum # _____ dated _____

REFERENCES

List the names of three local school district references to your bid for similar sized projects in which Bidder provided similar services for at least 12 months.

NAME OF DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

NAME OF DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

NAME OF DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

BID PRICING

Maintenance Renewal for Barracuda Security Systems ITB 10.2021

NAME OF BIDDER

Firm Name: _____

FIRM, FIXED UNIT PRICING:

BID #	ITEM #	DESCRIPTION	CONTRACT LENGTH	UNIT PRICING
Barracuda Message Archiver 850 Serial Number: 1178431				
1	BMA850a-e	Energize Updates (9/15/2020 – 9/14/2021)	12 months	
2	BMA850a-h	Instant Replacement (9/15/2020 – 9/14/2021)	12 months	
Barracuda Network Backup Server 995 Serial Number: 1128371				
3	BBS995b-e	Energize Updates (12/4/2020 – 9/14/2021)	9 months	
4	BBS995b-h	Instant Replacement (12/4/2020 – 9/14/2021)	9 months	
5	BBS995b-b	Unlimited Cloud (12/4/2020 – 9/14/2021)	9 months	
Barracuda Web Security Gateway 910 Serial Number: 1134176				
6	BYF910a-e	Energize Updates (3/20/2021 – 9/14/2021)	6 months	
7	BYF910a-h	Instant Replacement (3/20/2021 – 9/14/2021)	6 months	
Barracuda Email Security Gateway 400 Serial Number: 903996				
8	BSF400a-e	Energize Updates (4/24/2021 – 9/14/2021)	5 months	
9	BSF400a-h	Instant Replacement (4/24/2021 – 9/14/2021)	5 months	
10	BSF400a-a	Advanced Threat Protection (4/24/2021 – 9/14/2021)	5 months	
GRAND TOTAL COST				

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of _____ (the "Contractor"), pursuant to the compliance certification requirement provided in the Chippewa Valley Schools' (the "School District") Invitation to Bids, hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned Invitation to Bid, the Contractor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Invitation to Bid for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR: _____
Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____.

, Notary Public
_____ County, _____

My Contract Expires: _____

Acting in the County of : _____