

Prepared By

SUPPLY CHAIN SERVICES

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REQUEST FOR PROPOSAL, INSTRUCTIONS TO PROPOSERS,
PROPOSAL FORMS, CONTRACT FORMS, AND
SCOPE OF SERVICES

REQUEST FOR PROPOSAL NO. 090102.CAB
ELECTRONIC MAIL ENCRYPTION SOLUTION FOR INFORMATION SECURITY

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Monday
March 30, 2009
10:00 A. M

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Proposals are due at **5:00 P. M.**, Local Time, **Tuesday, April 14, 2009**, in the Supply Chain Services Office at 6201 S Street, Sacramento, California

PROPOSAL NO. 090102.CAB

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1. REQUEST FOR PROPOSALS

NO. 090102.CAB

The Sacramento Municipal Utility District, hereinafter referred to as the District, is soliciting proposals for **ELECTRONIC MAIL ENCRYPTION SOLUTION FOR INFORMATION SECURITY**.

This Request for Proposal provides instructions to contractors for submitting proposals and establishes terms and conditions under which the District will contract for such services.

Proposals responding to this Request for Proposal will be due at **5:00 P. M.**, Local Time, **Tuesday, April 14, 2009** in the Supply Chain Services Office at the District at 6201 S Street, Sacramento, California.

All proposals must strictly conform to the requirements described in this Request for Proposal.

PROPOSERS SHALL PAY PARTICULAR ATTENTION TO THE FOLLOWING REQUIREMENTS:

ENVIRONMENTAL PROCUREMENT:

The District has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. The District will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy the District will favor environmentally preferable procurements when price, quality and availability are equal. To this end, the District will endeavor to reward environmentally conscious manufacturers, suppliers and contractors with contracting opportunities that address these policy goals in addition to providing the District and its customer-owners fiscally responsible procurement options.

SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM:

The District is committed to achieving full and equal contracting opportunities for ratepayers doing business with the District and has adopted the program described in this solicitation to help fulfill that commitment.

SAFETY PROGRAM REQUIREMENT:

The personal safety and health of the general public, District employees, and Contractor employees is of paramount importance. Included within this specification are safety instructions that have been prepared to aid a Contractor or Contractor's employees to comply with the safety requirements and regulations which are necessary to avoid personal injury to the general public, District employees, and Contractor employees and to prevent damage to District buildings, equipment or materials while performing this contract.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____
Name: Cheryl Brooks
Title: Sr Procurement Professional
Date: March 13, 2009

2. SCOPE OF SERVICES

2.1. GENERAL

The Proposer shall provide all labor, material, and equipment required to perform the Service described as: **ELECTRONIC MAIL ENCRYPTION SOLUTION FOR INFORMATION SECURITY.**

Electronic mail has become a central method to communicate efficiently and effectively both within an organization as well as between disparate organizations and customers. There are many legitimate business needs for electronic communications to contain sensitive and confidential information. Using file encryption tools to encrypt an electronic mail attachment does not completely safeguard the contents of the communication. Additionally, using file encryption creates a fragmented communication requiring the exchange of the shared secret to occur in an out-of-band communication.

2.2. OBJECTIVE

The District is seeking an electronic mail encryption solution including: computer software and hardware and professional services for the design, installation, configuration, and documentation of the solution. The solution will allow the District to encrypt electronic mail communications between the District, business partners, and customers. The District's purpose for encrypting the electronic communications is to safeguard the confidentiality, integrity, and security of sensitive information sent over public networks. The solution should ensure a low total cost of ownership, provide simplistic integration into the District's existing network and electronic mail infrastructure, and offer flexibility to allow the sending and receiving of encrypted mail from known and unknown sources. The District may incorporate the encrypted electronic mail solution into the customer facing *Microsoft .Net* portal to allow customers the ability to communicate over secure electronic mail with the District's Customer Services staff.

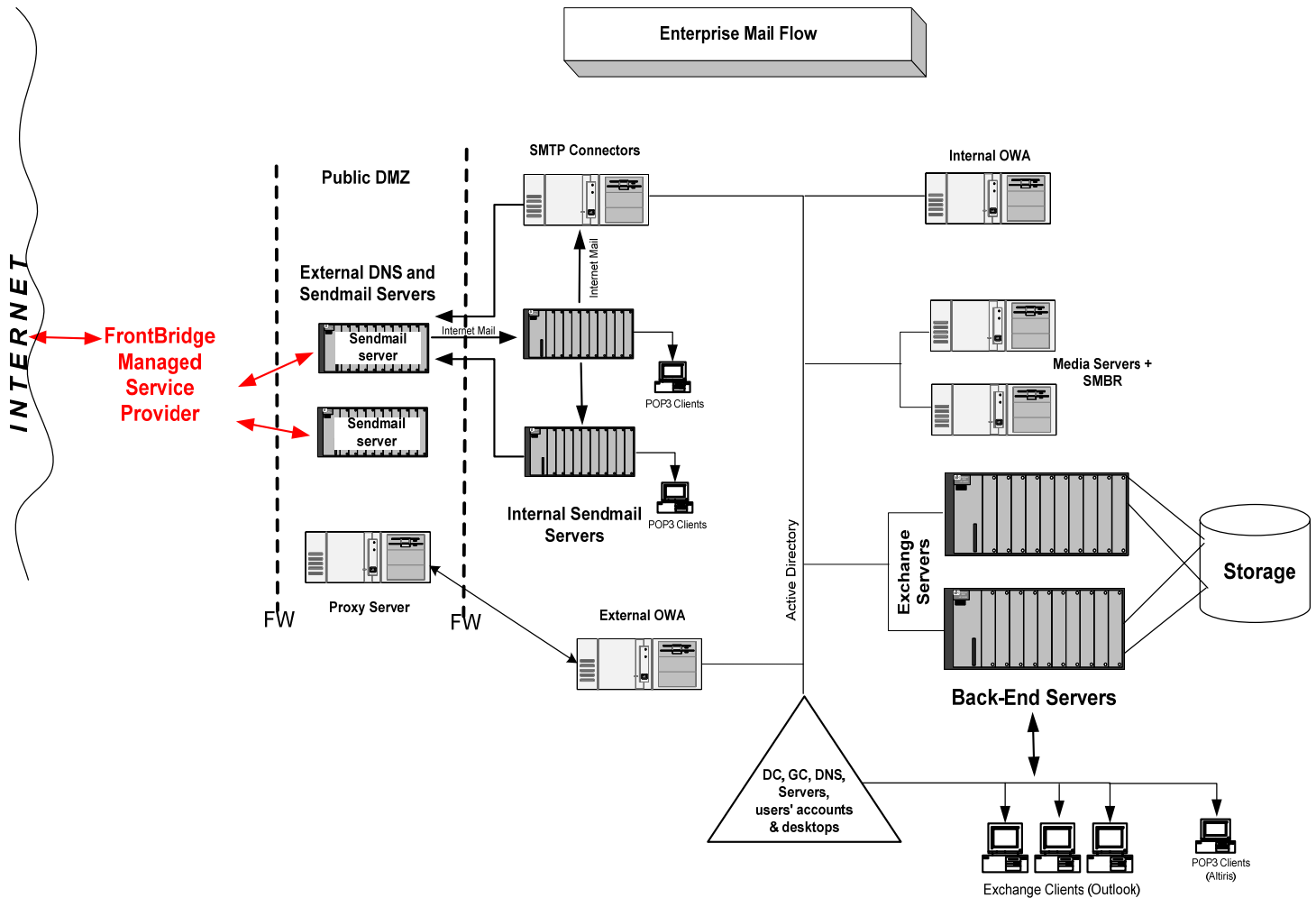
2.3. CURRENT INFRASTRUCTURE AND CONFIGURATION

The District's E-mail infrastructure is centered on *Microsoft Exchange 2003*. The system accommodates about 2500 active mailboxes distributed around two back-end mail servers. Our users primarily retrieve and send e-mail through *Outlook 2003 clients*. However, additional services allow them to communicate through *Smartphones (BlackBerry and ActiveSync)* as well as *OWA (Outlook Web Access)*.

The current configuration of our Exchange 2003 mail system is self-contained in our internal Active Directory structure. E-mail does not directly flow from our Exchange servers to the Internet (i.e. outside recipients). The host Exchange server forwards e-mail destined to an outside recipient, to an internal SMTP mail connector. The connector then relays it to our Unix SendMail server. The Unix SendMail uses its external DNS table to route the e-mail through FrontBridge. Ultimately, our FrontBridge provider delivers the e-mail to the outside recipient. Conversely, e-mail coming from outside to a District's recipient is first received at FrontBridge and then follows a flow that is reversed to the one described above.

2.4. FUNCTIONAL REQUIREMENTS AND CAPABILITIES

The solution must integrate into the District's existing network as depicted in Enterprise Mail Flow shown below.



Last update: 02-02-2009

Technical support must be provided during normal business hours, Monday through Friday, 6 a.m. to 6 p.m. Pacific Time.

The solution must not require the creator or recipient to download software to their client machine in order to receive/send encrypted email.

The solutions must maintain the confidentiality, integrity and security, encryption algorithm(s) of the electronic mail communication

The solution must provide the ability to apply District branding to the encrypted electronic mail solution.

The solution should have the capability to perform “pull” encryption services

The solution should have the ability to integrate content monitoring, filtering, and data loss prevention capabilities and allow automatic identification, keyword regular expression, lexicons, and attachment type.

The solution should be capable of encrypting various file attachments and support various file formats and file sizes. The solution should support a minimum file size limit of 10 megabytes.

The solution should provide the ability to encrypt bulk electronic mail.

The solution should have high availability, fault tolerance, and load balancing and disaster recovery capabilities.

The solution should integrate encrypted email into the District’s *Microsoft .Net* framework customer facing web portal application. The intent is to provide embedded secure email as a service of the District’s web presence

The solution should provide audit logs and reporting capabilities and require minimum administrative staff resources for management of the solution.

The solution should be scalable and be able to leverage the Districts hosted services including Microsoft Exchange (FrontBridge) hosted services for spam and antivirus services.

3. INSTRUCTIONS TO PROPOSERS

3.1. TIME AND MANNER OF SUBMISSION

The Proposal shall be submitted to and received by the District's Supply Chain Services office no later than **5:00 P. M.**, Local Time, **Tuesday, April 14, 2009**

Proposals must be enclosed in a sealed envelope and addressed as follows:

By Mail:

Sacramento Municipal Utility District
Supply Chain Services Office:
Attention: Cheryl Brooks (MS B204)
Request for Proposal No. **090102.CAB**
PO Box 15830
6201 S Street
Sacramento, CA 95852-1830

By Overnight/Hand Delivery:

Sacramento Municipal Utility District
Supply Chain Services Office
Attention: Cheryl Brooks (MS B204)
Request for Proposal No. **090102.CAB**
6201 S Street
Sacramento, CA 95817-1899

The proposal-mailing envelope must be clearly marked as a proposal responding to District Request for Proposal No. **090102.CAB**; **ATTENTION:** Cheryl Brooks. The envelope shall also show the Contractor's name and address.

Each proposal shall give the full business address of the Proposer and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the person signing on behalf of the Proposer shall be furnished.

Proposals shall cover the entire scope of the Request for Proposals, shall be printed one-sided 8-1/2 X 11" size and easily removable from any binding -- E.G. no glued or spiral binding.

All proposals submitted become the property of the District.

3.2. EXPLANATIONS TO PROPOSERS

Should the Proposer find discrepancies in or omissions from this document, or should the intent or meaning appear to the Proposer to be obscure or ambiguous, the Proposer should immediately send the District a written request for interpretation, clarification or correction thereof before submitting a proposal. The Proposer making such a request will be solely responsible for the timely receipt of the written request by the District. Replies to such inquiries will be made only in the form of addenda to this Request for Proposal, and will be issued simultaneously to all business firms or persons who have obtained a copy of the Request for Proposal from the District. Verbal requests for information during the period of proposal preparation are acceptable if made sufficiently in advance of the proposal opening date to allow issuance of an addendum to the Request for Proposal. Direct all communications regarding questions on this Request for Proposal prior to the due date to the following, as appropriate:

Contact	CONTRACTUAL	TECHNICAL	SUPPLIER DIVERSITY
Contact Name	Cheryl Brooks	Deirdre Perkins-Moore	Frank Martinez
Phone number	(916) 732-5607	(916) 732-5760	(916) 732-5604
email	cbrooks@smud.org	dperkin@smud.org	fmartin@smud.org

The District will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

3.3. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be modified or withdrawn only by a written or telecopy request received by the District prior to the Request for Proposal due date.

3.4. REVISIONS AND SUPPLEMENTS

- 3.4.1 Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.
- 3.4.2 Acknowledgment of Addenda: Receipt of an addendum to this Request for Proposal by a Proposer must be acknowledged by signing and submitting the addendum signature sheet as part of the Proposer's Proposal.

3.5. SITE INSPECTION AND CONDITIONS

In addition to examination of this Request for Proposal, each Proposer shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which, during the contract time period, could affect in any way, the work, performance of work, or the cost thereof. Any failure to fully investigate the work site or the foregoing conditions shall not relieve the Proposer from responsibilities for properly estimating the difficulty or cost of successfully performing the work. The District assumes no responsibility for any representation made by its representatives or agents, during or prior to the execution of a contract pursuant to this Request for Proposal, unless such information is in writing in the form of an addendum to this Request for Proposal.

3.6. PRE-PROPOSAL WEB/TELECONFERENCE

A on-line Pre-Proposal Conference is scheduled for **10:00 A. M Monday, March 30, 2009.**

It is strongly recommended that all Proposers attend this conference to ensure a complete understanding of the details of this Request for Proposal.

To find the conference registration link on our website, follow these steps:

- Visit www.bids.smud.org
- Logon
- Click "Browse and View Solicitations"
- Click "Search For Solicitations"
- Use the search tools to find your solicitation.
- Click the solicitation's link.
- Click the "Register to attend" button.

To attend the online web/teleconference, follow these steps:

- Visit **smud.webex.com** at 9:55 AM PDT on Monday, March 30, 2009
- Enter password "**90102**"
- Topic - On-Line Pre-Proposal Web/Teleconference Conference
 **"ELECTRONIC EMAIL ENCRYPTION SOLUTION FOR INFORMATION
 SECURITY (90102.CAB)"**
- Follow Instructions to dial in

3.7. PROPOSAL EVALUATION AND SELECTION PROCESS

The proposals submitted in response to this solicitation shall be evaluated for award based on the criteria described in the Proposal Evaluation Criteria section of this Request for Proposal.

The District may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on the District's review of the proposals received, a short listed group of Proposers may be selected. The short listed firms may be required to make verbal presentations of their qualification to the District. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of the District to accept it.

The right is reserved, as the interest of the District may require, to reject any or all proposals and to waive any irregularity in the proposals received.

The District will furnish all Proposers a written Notice of Proposed Contract Award after evaluating all proposals. After receipt of such Notice of Proposed Contract Award, any unsuccessful Proposers may request the reason(s) their proposal was not selected. In the event a Proposer elects to protest the District's selection, the protest must be submitted in writing to the District's Manager, Supply Chain, within five (5) business days of the Notice of Proposed Contract Award. The District's Contract Award and Protest Policy is available upon written request to the Supply Chain Services Department.

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to the District the required insurance certificates and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification. The District will not issue the Notice to Proceed until the District has received all the above-required documents.

3.8. NON EXCLUSIVE AGREEMENT

This Request for Proposal does NOT establish an exclusive arrangement between the District and the Proposer. The District reserves, among others, the following rights:

- The right to use others to perform work and services described in this Request for Proposal.
- The right to request proposals from other contractors for work described in the Request for Proposal without requesting a proposal from the Contractor.
- The unrestricted right to bid any work or services described herein.

3.9. DURATION OF CONTRACT

This contract shall be for approximately a five year period, subject to approval by the District's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

The District prepares its Annual Budget on a calendar year basis. The Budget is subject to the approval of the District's Board of Directors. The **2010** Calendar year Budget will be presented to the Board of Directors for approval in December, **2009**. The **2011** and subsequent calendar year budget(s) are anticipated to be presented to the Board of Directors for approval in December preceding the budget year.

QUALIFICATIONS OF PROPOSERS

The District expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection.

3.11. PROPOSAL PREPARATION COSTS

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to the District.

3.12. ALTERNATE PROPOSALS

Proposals shall meet the requirements and conform to the format described in the Proposal Requirements section of this Request for Proposal. However, Proposers are encouraged to submit alternate proposals in addition to the base proposal, when they consider the alternative to be technically better or more cost effective. The alternate proposal should be submitted as an amendment to the base proposal package.

3.13. CONFLICTS

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

3.14. BID SCHEDULE

The Proposer shall be reimbursed for work performed under the contract in accordance with the items described in the [Bid Schedule](#) section of this Request for Proposal.

3.15. MANNER AND TIME OF PAYMENT

Billing shall be submitted in accordance with the above referenced provision of the Sample Contract section of this Request For Proposal. Proposer will also be required to submit (concurrently) a project status report describing the current status of each task, an updated schedule, and major project issues.

3.16. SUBCONTRACTORS

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Proposer will manage these subcontracts. The firms shall be listed on the [Designation of Prime, Subcontractors, and Suppliers form](#), which is included in the Proposal forms section of this Request For Proposal.

3.17. FRANCHISE TAX FORM 590

The Proposer to whom the contract award is made shall furnish the District with a completed State of California Franchise Tax Form 590. A blank Form 590 will be provided with the contract documents.

3.18. NOTICE RELATED TO PROPRIETARY/CONFIDENTIAL DATA

Proposers are advised that the California Public Records Act (the “Act”, Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask the District to withhold as exempt under the Act. Any information contained in a Proposer’s submission which the Proposer believes qualifies for exemption from public disclosure as “proprietary” or “confidential” must be identified as such at the time of first submission of the Proposer’s response to this RFP. A failure to identify information contained in a Proposer’s submission to this RFP as “proprietary” or “confidential” shall constitute a waiver of Proposer’s right to object to the release of such information upon request under the Act. The District favors full and open disclosure of all such records. The District will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. Along with each Proposer’s response to this RFP, each Proposer is required to submit a signed indemnity agreement, included with its response to this RFP, whereby Proposer shall agree to indemnify and defend the District on terms stated therein against all claims or actions brought against it to seek access to or compel disclosure of any records or documents in the District’s possession which were submitted to the District by any Proposer pursuant to this RFP. The [Public Record Indemnity Agreement](#) each Proposer will be required to sign and submit along with its response to this RFP is included in the “Proposal Requirements” section of this RFP.

3.19. CONTRACT

The District’s standard contract is included in the Sample Contract section of this Request for Proposal. The District may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

3.20. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM**3.20.1 POLICY STATEMENT**

The Sacramento Municipal Utility District (the District) is committed to achieving full and equal contracting opportunity for ratepayers doing business with the District. The District recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to the District's customer-owners, and will complement other District economic development programs.

3.20.2 REQUIREMENTS AND PROGRAM ELEMENTS

A description of the District's Supplier Education & Economic Development Program is included in this Request for Proposal. Proposers must comply with all the requirements specified in the program description and complete the form titled, ["Designation of Prime Contractor, Subcontractors and Suppliers"](#).

3.21. ENVIRONMENTAL PROCUREMENT

The District has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. The District will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy the District will favor environmentally preferable procurements when price, quality and availability are equal. To this end, the District will endeavor to reward environmentally conscious manufacturers, suppliers and contractors with contracting opportunities that address these policy goals in addition to providing the District and its customer-owners fiscally responsible procurement options.

3.22. SAFETY PROGRAM

All Proposers shall execute and submit with their Proposal the form titled, ["Safety Compliance Certificate"](#). Submittal of this completed form will certify that the Proposer has:

3.22.1 An effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7;

3.22.2 Proposer agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Proposer.

Such certification shall be made by the person with the authority and responsibility for implementing and administering Proposer's Injury and Illness Prevention Program.

4. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

4.1. INTRODUCTION

The Sacramento Municipal Utility District (the District) is committed to achieving full and equal contracting opportunity for ratepayers doing business with the District. The District recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to the District's customer-owners, and will complement other District economic development programs.

4.2. OVERVIEW

The District's SEED Program creates contracting opportunities for local small businesses. To qualify, a business must be certified as a Small Business or Microbusiness by the state Department of General Services (DGS) and must be a SMUD ratepayer for the past six months at the DGS certification address of record. Additional features are described below.

4.3. PROGRAM GOALS AND INCENTIVES

The District promotes a goal of 20% SEED participation in District contracts. To achieve this, the District has established the following program incentives:

- 4.3.1 SEED Price Advantage- SEED qualified bidders will receive a price advantage which is 5% of the lowest responsible bid as determined by the District. This amount will be subtracted from all SEED qualified bids for evaluation purposes. The maximum SEED price advantage is \$250,000, which is 5% of a bid of \$5 Million.
- 4.3.2 RFP SEED Evaluation Points-(if applicable) Request for Proposal (RFP) solicitations are evaluated using published criteria and are evaluated on a 100 point scale. Ten evaluation points are awarded to SEED qualified prime Proposers. Non- SEED prime Proposers may earn up to 10 evaluation points for proposing 20% or more SEED subcontracting. Proposals with less than 20% SEED subcontracting will be awarded a pro-rata share of these points for the percentage of proposed SEED subcontracting.
- 4.3.3 SEED Subcontracting- Non- SEED bidders may participate in the SEED program by subcontracting with SEED vendors. The District currently promotes a goal of 20% SEED subcontracting.
- 4.3.4 Non- SEED bidders proposing less than 20% SEED subcontracting will receive a price advantage of 5% of the total value of all its SEED subcontracting bids. This advantage is

capped at \$250,000 but will not exceed the calculated price advantage available to SEED primes if it is less.

- 4.3.5 Non-SEED bidders proposing 20% SEED subcontracting or more will receive the full calculated price advantage available to SEED prime bidders.
- 4.3.6 To receive SEED subcontracting credit, non-SEED bidders and Proposers must submit the District's "Designation of Prime, Subcontractors and Suppliers Form" (see forms in Section 3) and must list the SEED subcontractors they propose to utilize. In addition, prime bidders and Proposers are responsible for completing a SEED Program Qualification form for each SEED-qualified vendor listed.
- 4.3.7 "Subcontractor" refers to firms named in a proposal and listed on the "Designation of Prime, Subcontractors and Suppliers Form", who will perform specific tasks of the contracted work. For District construction contracts the definition of Subcontractor as prescribed by the Public Contract Code shall apply. For all other District contracts, a Subcontractor is defined as an individual or firm providing supplies or services to the Proposer, which are specific to a District solicitation, and provided under a separate contract agreement with the Proposer and having no employment relationship with the Proposer. As such, payments made by the Proposer to subcontractor individuals must not be subject to payroll withholding taxes. SEED subcontractors must fulfill a commercially useful function. Business arrangements where SEED subcontractors do not add substantial, identifiable value to the deliverable product or service are not acceptable.
- 4.3.8 In consideration of the price and evaluation points provided for SEED subcontracting, the Proposer, upon contract award, will be legally obligated to subcontract with all firms listed on the "Designation of Prime, Subcontractors and Suppliers" form in the proposal. The District, at its option, will monitor the utilization of subcontractors as declared by the prime contractor in its proposal.
- 4.3.9 Substitution of any subcontractor requires prior written approval from the District. If the winning bidder or Proposer received SEED subcontractor price advantage(s) or evaluation points, the District, at its option, may require the Proposer to replace the rejected SEED subcontractor with another qualified SEED subcontractor.

4.4. SEED PROGRAM QUALIFICATION

- 4.4.1 Vendors must meet both of the following qualifications to participate in the SEED Program:
- 4.4.2 Certification- the California Department of General Services (DGS), Office of Small Business and DVBE certification must certify the vendor as a Small Business or Microbusiness. This is the only certification accepted by the District. Vendors must be

certified by the bid-opening date (IFBs) or proposal due date (RFPs) as applicable, to qualify for the SEED Program.

- 4.4.3 Ratepayer Qualification- the vendor must qualify as a SMUD ratepayer for the preceding 6 months prior to the bid or proposal due date. This will be based on the physical address of the business as recorded by the Department of General Services in its Small Business certification record. As a general rule this will be the address shown on the DGS Small Business certificate. The District will make a qualification determination where the address shown on the Small Business certificate is a post office box, other mail receiving only address or a leased facility where utilities are included in the lease agreement.

4.5. CONTRACT COMPLIANCE

The District may conduct post-award monitoring of any contract, which includes SEED participation. Contractors are required to maintain certified payroll reports by the contractor and all subcontractors, regardless of contract amount. The District may require the contractor to provide other related documentation to verify SEED participation equal to or greater than the participation levels stated at the time of award.

4.6. FALSIFICATION OF INFORMATION

Falsification of information on the forms required by this solicitation may cause the District to cancel any existing contracts with the Proposer/vendor and may disqualify the vendor from contracting with the District in the future.

A firm claiming SEED/ratepayer status under false pretenses will be disqualified from doing business with the District for a period of not less than one year and not more than five years unless the District's General Manager determines that the offending firm should be permanently barred from bidding on a District contract. False pretenses include designating SEED subcontractors for scopes of work that they will not fully perform, using SEED firms as a "pass-through" to inflate actual participation, or any other action that subverts the District's intended benefits to SEED participation. The District may seek all legal remedies available under the law against such Proposers.

4.7. ADDITIONAL INFORMATION

The District's Supplier Diversity Unit is responsible for the administration of the SEED Program. The Supplier Diversity Unit is available during regular District business hours, to provide all SEED Program participants with additional information resources to encourage participation in the SEED Program. The Supplier Diversity Unit can be contacted by telephone at (916) 732-5604. In addition, the District publishes current procurement opportunities and program information on its Internet website at www.bids.SMUD.org.

5. PROPOSAL EVALUATION CRITERIA

PROPOSAL EVALUATION CRITERIA: The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting. If applicable the price will be adjusted for evaluation purposes in accordance with the SEED Program price advantages described in Section 4 of this document.

Item	Criteria Description	Weighting
1.	MANDATORY REQUIREMENT****	Pass/Fail
2.	SEED Program Evaluation Points	10%
3.	Proposer's Experience and Qualifications	10%
4.	Functional/Technical Requirements.	30%
5.	Commercial Terms (Price)*and Compliance with District Contractual Terms**	50%
6.	POC Presentation/ Interview (Part of item 4 above)	Included above
	Total	100%

*** Proposal must achieve a Passing score on Evaluation Criteria 1 above to be declared responsible

* More weight has been given to the management and technical ability of the Proposer than on price. In the event it is evident that the prices proposed are unbalanced as to items charged or are otherwise determined by the District to be unfair or unreasonable, the District reserves the right to reject the proposal and award to the Proposer who otherwise meets the requirements of this Request for Proposal.

** Non compliance may result in the District's rejection of a Proposer's proposal.

6. PROPOSAL REQUIREMENTS

TO FACILITATE THE DISTRICT'S PROPOSAL REVIEW PROCESS, IT IS REQUIRED THAT EACH PROPOSAL CONTAINS ALL OF THE INFORMATION WITHIN THIS SECTION AND IS ORGANIZED IN THE SEQUENCE THAT THE ITEMS APPEAR IN THIS SECTION.

THE PROPOSER SHALL SUBMIT ONE ORIGINAL WITH PRICING AND Two (2) copies OF THE PROPOSAL IN HARD COPY WITHOUT PRICING.

SEE THE TABLE OF CONTENTS FOR A LISTING OF THE CONTENTS WITHIN THIS SECTION.

PROPOSALS SHALL BE PRINTED ONE-SIDED, 8-1/2 X 11" SIZE AND EASILY REMOVABLE FROM ANY BINDING -- E.G. no glued or spiral binding.

The District will provide an electronic copy of the Proposal Forms in MS Word 7.0 (or newer) which contains fill-in fields. The document is labeled *RFP Proposal Fill-in Forms*. Proposers may use the Forms provided to submit Proposals. Please provide responses to all questions in the block (fill-in fields) following every question. The fill-in fields will expand to accommodate your answer. Pictures, charts and graphs may also be inserted into the fill-in field or may be attached as a separate documents if necessary

Note: The content of the *RFP Proposal Fill-in Forms* is identical to that posted in Adobe format on the EBSS Web site. Page numbering may vary when complete as a result of the fill-in-fields.

6.1. PROPOSAL AGREEMENT NO. 090102.CAB

PROPOSAL AGREEMENT: In compliance with Request for Proposal No. **090102.CAB**, **ELECTRONIC MAIL ENCRYPTION SOLUTION FOR INFORMATION SECURITY**, the undersigned hereby proposes and agrees to provide the services described, at the rates and dollar limits defined in the Proposal Rate Schedule attached hereto.

It is understood that this proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days after the submission date for the proposals.

The undersigned certifies that he/she has examined and is familiar with the content of this Request for Proposal; also that he/she has checked all the figures shown in the proposed Rate Schedule and other attachments hereto and understands that the Sacramento Municipal Utility District will not be responsible for any errors or omissions on Contractor's part in preparing this proposal.

The undersigned further agrees, if awarded the contract, that he/she will commence the work within the time set forth and will perform the work in accordance with the contract documents attached to this Request for Proposal.

Attached hereto and made a part thereof by this reference are proposal forms pages 6- 3 through 6-9, Detailed Proposal and the Bid Schedule.

PROPOSER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

6.2. SAFETY COMPLIANCE CERTIFICATE

I, _____ the undersigned,

(Print Company Representative Name)

of

(Print Company Representative Title)

hereby certify the

(Print Company Name)

information contained herein and that undersigned is duly authorized to certify the that:

- A. Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, California Labor Code Section 6401.7. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.) and

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=06001-07000&file=6400-6413.5>

Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.

- C. The above-named person has the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of California on:

Signed:
Print Name:
Date:

6.3. NONCOLLUSION STATEMENT**TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

I, _____ am the

(Print Company Representative Name)

_____ of

(Print Company Representative Title)

_____ the party making the

(Print Company Name)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed:
Print Name:
Title:

6.4. PUBLIC RECORD INDEMNITY AGREEMENT

(“Proposer”) shall indemnify, defend and hold SMUD,

(Print Company Name)

its directors, officers, agents, and employees (collectively, “Indemnitees”) harmless against all claims or causes of action brought against Indemnitees seeking to cause the release or disclosure of Proposer’s Proposal and related materials submitted to Indemnitees in response to SMUD Request For Proposal No. **090102.CAB, ELECTRONIC MAIL ENCRYPTION SOLUTION FOR INFORMATION SECURITY.**

In the event Proposer fails or refuses to indemnify or defend Indemnitees upon a timely request as provided hereunder, Proposer shall unconditionally waive all claims against, completely release and forever discharge Indemnitees from any and all claims, damage, loss, expense and liability Proposer may incur arising from or in any way connected to Indemnitees release of Proposer’s Proposal and materials related thereto.

It is agreed that in the event of any litigation arising hereunder, the Proposer at the request of the District shall submit to the jurisdiction of any court of competent jurisdiction within the State of California and will comply with all requirements necessary to give such Court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in Section 415.40 of the California Code of Civil Procedure or in any other manner provided for in said code for service upon a person outside the State of California.

ACCEPTED FOR PROPOSER

Company:
Signed:
Print Name:

6.5. PROMPT PAYMENT PROGRAM

The District has a prompt payment program for small businesses which are certified by the State Department of General Services.

Under the program, the District will guarantee payment of invoices within 20 calendar days from the date of inspection and acceptance by the District or the date correct invoices are received, whichever is later.

If the District fails to meet the 20 calendar days payment guarantee, the small business will be paid interest on the unpaid invoice at prime plus 2% APR. Late interest payments, if applicable, will be made without an additional invoice from the small business.

To participate in this program, please indicate “prompt payment” below and provide evidence of certification with your bid.

Bidder is eligible for, and is requesting, a prompt payment program:

☐ YES ☐ NO

PROPOSER:

Company:
Signed:
Print Name:

6.6. MINORITY/WOMEN BUSINESS ENTERPRISE DECLARATION

(To be completed by all Minority or Woman Business Enterprise contractors, suppliers, and subcontractors)

(Print Company Name)

I hereby certify that the above named firm is a Minority/Women Business Enterprise **and have attached a copy of the firm's certification from:**

- ☐ California Department of Transportation
- ☐ Public Utilities Commission Clearinghouse
- ☐ Other (must meet Federal standards in 49CFR26)

Check the box that indicates the applicable Gender and Minority Code status of your firm from the list below:

<u>Check</u>	<u>Code</u>	<u>Description</u>	<u>Check</u>	<u>Code</u>	<u>Description</u>
☐	101	Black Male	☐	201	Black Female
☐	102	Asian Male	☐	202	Asian Female
☐	104	Hispanic Male	☐	204	Hispanic Female
☐	105	Caucasian Male	☐	205	Caucasian Female
☐	107	Native American Male	☐	207	Native American Female
☐	300	None of the above			

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

Signed:
Print Name:
Date:

6.7. SEED PROGRAM SMALL BUSINESS DECLARATION

(To be completed by all Certified Small Businesses or Microbusinesses applying for the SEED Program)

To qualify for the SEED Program, a firm must be certified as a Small Business or Microbusiness by the California Department of General Services. In addition, the firm must qualify as a SMUD ratepayer for the preceding six months by receiving SMUD electric service at the physical address listed by the Department of General Services. If your firm or one of your proposed subcontractors qualifies under these criteria, please complete this form to receive SEED Program consideration. SMUD will validate all submitted information and determine the proposing firm's SEED Program qualification.

(Print Company Name)

I hereby certify that this firm qualifies for the SEED Program as defined above. This firm has been certified as a Small Business or Microbusiness by the California Department of General Services **and I have attached a current copy of the firm's certification.**

If your firm is not certified by DGS and you would like to become certified for future contracting opportunities please refer to <http://www.smud.org/suppliers/supplier/seed.html> or contact SMUD Supplier Diversity at (916) 732-5623.

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

Signed:
Print Name:
Date:

6.8. DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

The following are the names and business locations of the prime contractor and all subcontractors who will perform work or labor or render service to the Proposer in or about the work, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications (as applicable) together with a statement of the portion of the work to be done by each subcontractor.

The Proposer may only count toward its SEED Program subcontracting credit those expenditures to subcontractors or contractors under a subcontractor that perform a commercially useful function. In addition, each contractor or subcontractor claiming SEED Program qualification shall complete the SEED Program Small Business Declaration.

	Firm (Name and Address)	Work, Material or Service (Provide Brief Description)	Supplier Diversity Program Status (Check Status)			Percent (%) (Of Total Proposal Price)	Dollar Amount (Of This Firm's Work, Material or Service)
1.	PROPOSER/PRIME CONTRACTOR _____ _____ _____ Name/License Number/ & Classification	_____ _____ _____		Male	Female	____ % of Total Proposal	\$_____ Amount of Total Proposal
			African American	☐	☐		
			Asian Pacific American	☐	☐		
			Hispanic American	☐	☐		
			Native American	☐	☐		
			Caucasian	☐	☐		
			Certified MBE/WBE	Yes ☐	No ☐		
			SEED Qualified	Yes ☐	No ☐		
2.	SUBCONTRACTOR _____ Name/License Number/ & Classification	_____		Male	Female	____ % of Total Proposal	\$_____ Amount of Total Proposal
			African American	☐	☐		
			Asian Pacific American	☐	☐		
			Hispanic American	☐	☐		
			Native American	☐	☐		
			Caucasian	☐	☐		
			Certified MBE/WBE	Yes ☐	No ☐		
			SEED Qualified	Yes ☐	No ☐		
3.	SUBCONTRACTOR _____ License Number & Classification	_____		Male	Female	____ % of Total Proposal	\$_____ Amount of Total Proposal
			African American	☐	☐		
			Asian Pacific American	☐	☐		
			Hispanic American	☐	☐		
			Native American	☐	☐		
			Caucasian	☐	☐		
			Certified MBE/WBE	Yes ☐	No ☐		
			SEED Qualified	Yes ☐	No ☐		
4.	SUBCONTRACTOR _____ License Number & Classification	_____		Male	Female	____ % of Total Proposal	\$_____ Amount of Total Proposal
			African American	☐	☐		
			Asian Pacific American	☐	☐		
			Hispanic American	☐	☐		
			Native American	☐	☐		
			Caucasian	☐	☐		
			Certified MBE/WBE	Yes ☐	No ☐		
			SEED Qualified	Yes ☐	No ☐		

MBE = Minority-owned Business Enterprise , WBE = Women-owned Business Enterprise

6.9. DETAILED PROPOSAL

6.9.1 Evaluation Criteria 1 Pass/Fail Requirements

The following requirements are Mandatory, evaluated as PASS/FAIL. You must answer each question **Yes or No** even if you provide similar information in another response. The proposer must answer all other questions in the space provided. Do not reference information on Websites, attachments, in other questions, etc.

- A. The proposed solution must integrate into the District's existing network as depicted in the Enterprise Mail Flow (Diagram – Section 2.4).

Response:

- B. Proposer offers technical support during normal business hours, Monday through Friday, 6 a.m. to 6 p.m. PST.

Response:

- C. Proposed solution must not require the creator or recipient to download software to their client machine in order to receive/send encrypted email.

Response:

- D. Proposer must provide a network diagram that depicts how the solution integrates with the District's existing network architecture and includes the message data flows.

Response:

6.9.2 Evaluation Criteria 2 SEED Program Evaluation Points

Ten evaluation points will be awarded to SEED qualified prime Proposers. Non-SEED prime Proposers will receive up to ten evaluation points on a pro-rata basis for proposing at least 20% subcontracting which utilizes SEED subcontractors. Details are in the Supplier Education & Economic Development section of this document.

6.9.3 Evaluation Criteria 3 Proposer's Experience and Qualifications

This section shall include, but is not limited to, the following information:

- A. A statement describing the origin, background, and size of the Proposer's company.

Response:

- B. A description of the Proposer's expertise in the area covered by this Request for Proposal.

Response:

- C. Describe prior deployments of similar scale to this Request. The deployments must span over at least the past three years.

Response:

- D. List and describe the available installation, configuration, and technical support Professional Services including any manufacturer certifications or authorizations to provide Professional Services for the proposed solution.

Response:

6.9.4 Evaluation Criteria 4 Functional/Technical Requirements

The following requirements will be evaluated and assigned points based on the Proposer's response to each question. You must answer each question completely even if you provide similar information in another response. Do not reference information on Websites, attachments, in other questions, etc. The answers in the space provided are the only answers that will be part of the RFP evaluation process.

- A. Describe in sufficient detail to show proof of your products encrypted electronic mail capabilities and ability to meet the requirements of Scope of Services. Include in your discussion how your solution maintains the confidentiality, integrity and security, encryption algorithm(s) of the electronic mail communication solution.

Response:

- B. Describe the architecture of your proposed solution. Include in the discussion what hardware/software components are included in your solution.

Response:

- C. Describe what additional components the District may need to purchase and/or have installed already that are not included in your proposal.

Response:

- D. Describe your products capabilities to perform “pull” encryption services.

Response:

- E. Describe your products or your partners capabilities of performing content monitoring, filtering, and data loss prevention. Include discussion regarding automatic identification, keyword regular expression, lexicons, and attachment type.

Response:

- F. Describe your products ability to encrypt various file attachments. Include in the discussion the file formats supported, the file sizes supported, and file size limits.

Response:

- G. Describe your bulk electronic mail encryption capabilities.

Response:

- H. Describe the high availability, fault tolerance, and load balancing capabilities of the proposed solution.

Response:

- I. Describe any disaster recovery capabilities and options of the proposed solution.

Response:

J. Describe any affects to network overhead as a result of implementing the proposed encryption solution.

Response:

K. Describe how the proposed solution would integrate encrypted email into the District's *Microsoft .Net* framework customer facing web portal application. The intent is to provide embedded secure email as a service of the District's web presence.

Response:

L. Describe the administrative staff resource requirements to manage your solution.

Response:

M. Describe the audit logs and reporting capabilities of the proposed solution.

Response:

N. Describe the options available to apply District branding to the encrypted electronic mail solution.

Response:

O. Describe the scalability of the proposed solution.

Response:

P. The District contracts with Microsoft Exchange (FrontBridge) hosted services for spam and antivirus services. Describe how your solution would leverage using these hosted services.

Response:

Q. In the event the District decides to stop subscribing to the hosted Microsoft Exchange (Frontbridge) solution, describe what solutions you offer directly or solution offered by your partners for anti-spam and anti-virus protection services.

Response:

- R. Describe a customer or business partner's user experience as a recipient of an encrypted electronic mail message.

Response:

- S. Describe the District's staff experience creating an electronic mail message and opening a reply to an encrypted mail message. Include in the discussion what decryption process a District staff person might have to perform in order to read the reply email.

Response:

- T. Describe how the messages are stored throughout the encrypted email flow from creator to recipient. Detail the decryption process necessary for a District staff person to view a message encrypted via the proposed solution.

Response:

6.9.5 Evaluation Criteria 5 Commercial Terms (Price) and Compliance with District's Contractual Terms

- A. This section includes the cost information contained in the Bid Schedule section of this Request for Proposal.
- B. The Proposer shall note all exceptions taken to this Request for Proposal including the contract terms and conditions of the contract included in the Sample Contract section of this Request for Proposal. The District reserves the right to reject any proposal based on noncompliance with the attached contract terms and conditions.

Response:

6.9.6 Evaluation Criteria 6 - Presentation/Interview

Based on the District's review of the proposals received, a short listed group of Proposers may be selected. The short listed firms may be required to participate in a Proof of Concept (POC) installation of the solution in a lab environment at District headquarters in Sacramento, California. The proof of concept will be at a time mutually agreeable to the Proposer and the District. All costs associated with the POC will be at the Proposer's expense. The results of the POC will be included in the final evaluated points.

6.10. BID SCHEDULE**RFP No. 090102.CAB**

In accordance with this Request for Proposal, the Proposer agrees to provide the services described in the Scope of Services, at the rates shown in this Schedule.

The quantities shown below are approximate only and being given as a basis for the comparison of proposals. The District does not, expressly or by implication, propose or agree that the actual quantities of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work shown, or to omit portions of said work, as may be deemed advisable by the District. Payment will be made on the basis of quantities actually performed. The tables below shall be used to price all parts of the proposer's base system that meets the District's requirements as part of its core functionality. Core functionality is defined as functionality within the application that meets the District's requirements with no customization. Customization cost should be included in table 6.10.6

6.10.1 Application Software Licensing (including companion programs)	Qty	Unit	Unit Price	Extended Price
			\$	\$
			\$	\$
			\$	\$
Total Software Licensing				\$

6.10.2 Hardware (not included in District Environment)	Qty	Unit	Unit Price	Extended Price
			\$	\$
			\$	\$
			\$	\$
Total Hardware				\$

6.10.3 Implementation, configuration and test	Qty	Unit	Unit Price	Extended Price
	1	LT	\$	\$
Total Implementation/ Configuration/Test				\$

Annual Maintenance & Support Cost:	Qty	Unit	Unit Price	Extended Price
	5	Yr	\$	\$
			\$	\$
			\$	\$
Total Maintenance & Support Cost				\$

6.10.5 Other Recurring fees	Qty	Unit	Unit Price	Extended Price
	5	Yrs	\$	\$
			\$	\$
			\$	\$
Total Recurring Fees				\$

6.10.6 Customization fees	Qty	Unit	Unit Price	Extended Price
			\$	\$
			\$	\$
			\$	\$
Total Customization Fees				\$

6.10.7 Estimated Travel (if not included elsewhere)	Qty	Unit	Unit Price	Extended Price
			\$	\$
			\$	\$
			\$	\$
Total Estimated Travel				\$

6.10.7 (Total of Tables 6.10.1 through 6.10.6)	Totals
6.10.1 Software	\$
6.10.2 Hardware	\$
6.10.3 Implementation, Configuration and Test	\$
6.10.4 Annual Maintenance for 5 years	\$
6.10.5 Other Recurring Fees	\$
6.10.6 Customization	\$
6.10.7 Estimated Travel	\$
Total System Price	\$

Note: The District's evaluations for award will include SEED Price Advantage calculations

The labor-hour billing rate shall include the following:

- Direct payroll costs.
- Benefits and burdens (including insurance, payroll taxes, vacation, holidays, sick leave, etc.).
- All overhead costs.
- Profit.

Rates for Travel & Other Expenses

A. District approved travel away from Contractor's office shall be reimbursed at cost based on actual receipts for air travel, car rental/taxis, and hotels. The District shall also pay the U. S. General Services Administration per diem rate for the Sacramento Area to cover all meals and daily incidental expenses.

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_DOCUMENT&contentId=21399&noc=T

- B. Mileage in Contractor's company car or personal vehicle shall be reimbursed at a rate not to exceed IRS Published Standard mileage rates.
<http://www.irs.gov/newsroom/article/0,,id=163828,00.html>
- C. Material and subcontract cost shall be reimbursed at cost without markup
- D. Other direct and special costs, as approved in advance by the District, e.g. film, reproduction, telephone, computer usage, etc., shall be reimbursed at cost.

In case of discrepancy between the words and numbers of the bid price, the words shall govern. In case of discrepancy between the unit prices bid and the extensions thereon, the unit prices shall govern. In case of an error in the addition of the total bid amount for all bid items the corrected total shall govern.

The rates proposed above shall remain fixed for the duration of the contract unless otherwise approved in writing by the District.

PROPOSER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

7. SAMPLE CONTRACT

Note: The Sample Contract is attached as a separate document.