

Dear Prospective Bidders:

Re: The Enclosed Request for Bids

The City of Southfield is now accepting bids as described in the enclosed request. Please place your response to these specifications in a sealed envelope and mark the name of the bid and the name of your company on the outside

When mailing bids, address them to:

**Purchasing Agent,
c/o City Clerk's Office
City of Southfield
P.O. Box 2055
Southfield, MI 48037**

When delivering bids, address them to:

**Purchasing Agent,
c/o City Clerk's Office
City of Southfield
26000 Evergreen Road
Southfield, MI 48076**

Please call the Purchasing Department at (248) 796-5250 if you need additional information.

We look forward to receiving your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Rae L. Townsel", with a stylized flourish at the end.

Rae L. Townsel, CPPB
Purchasing Agent

26000 EVERGREEN ROAD
Rae L. Townsel, CPPB, Purchasing Agent
Telephone: (248) 796-5250
Fax: (248) 796-5256

CITY OF SOUTHFIELD

P.O. BOX 2055

SOUTHFIELD, MI 48037

FORMAL BID

We _____,
(Insert Name of Bidder)

The undersigned submit this bid for

Bid Name:
Internet Filtering Software

File No.
09-00095
Which is to be opened and publicly read on:

Date:
Monday, November 16, 2009 at 10:30 AM Local Time

PLEASE SEE ATTACHED SHEETS

Delivery Will Be Made Within _____ Days After Receipt of Order

CASH DISCOUNT WILL BE ALLOWED FOR PROMPT PAYMENT AS FOLLOWS:

20 CALENDAR DAYS _____ PER CENT 30 CALENDAR DAYS _____ PER CENT

SIGNED THIS _____ DAY OF _____

Mailing Address: _____

City: _____ State and Zip
Code: _____

Phone () _____ Fax () _____
Number: _____ Number: _____

E-mail Address: _____

PLEASE SIGN

Authorized Signature: _____

Typed or Printed Name and Title of Signer: _____

**City of Southfield Supplemental Bid Sheet for
Internet Filtering Software Licenses**

1. Purpose:

- 1.1. The City of Southfield is soliciting pricing for internet filtering software. The city is currently running Websense Manager v6.3.2 with the intent to upgrade to version 7 or use an alternative Filtering Software solution. The current software licensing will expire July 1, 2010.

2. Price:

- 2.1. Please indicate pricing in the grid provided below. Prices are requested in 200, 300, 400, 500 and 600 license increments. It is anticipated that not more than 600 licenses will be required. The grid below should be quoted for 1 year of service.

Quantity	List Price	% Discount	Net Price
200			
300			
400			
500			
600			

- 2.2. Indicate the version being offered: _____.
- 2.3. The city reserves the right to award to multiple vendors should that action be in its best interest.
- 2.4. If submitting a bid for Websense or a non-Websense solution, please identify costs for Training, Setup, etc, if applicable. If not applicable, please state it clearly in your proposal submission. Please identify a not-to-exceed amount.
- 2.5. Annual Maintenance and Support – please identify all costs with a not-to-exceed amount.
- 2.6. Professional Services – please identify all costs with a not-to exceed amount.
- 2.7. Submit pricing in a spreadsheet and itemize cost to ensure all charges are clearly defined with a grand total. **A one year not-to-exceed total must be submitted by every vendor or your bid may be disqualified.** Additional pricing may be submitted but itemized separately.
- 2.7.1. Identify, if any, discounts for purchasing multiple years (2 or 3 years), please itemize separately.
- 2.8. Identify what hardware requirements are necessary for your product to function along with associated costs (i.e. Server (minimum specifications), Appliance (provide model), etc.). Also, include software costs if applicable.

**City of Southfield Supplemental Bid Sheet for
Internet Filtering Software Licenses**

3. Internet Filtering Software Requirements – Review the requirements below and in the bid submittal **explain** if your product recommendation fulfill the requirement.

- 3.1. Software must have the ability to log records in a MSSQL (not MDE) format
- 3.2. Capacity to run Crystal Reports
- 3.3. Flexibility to filter and report by groups, users, IP, etc.
- 3.4. Dynamically updated (threat) database
- 3.5. Easy to read summary reports on users (ability to select groups and/or individual sites).
- 3.6. Ability to **not** log certain sites (i.e. Google, Doubleclick, etc.)
- 3.7. Ability to create an exception list and skip defined sites when reporting
- 3.8. Preference is to utilize SPAN port/sniffer, but pass-through acceptable if an automatic falisafe/fallback is proven
- 3.9. Ability to monitor and stop P2P, Chat, Trojans, etc
- 3.10. Ability to actively and accurately track Active Directory users
 - 3.10.1. Ability to drop all non-Active Directory users from accessing the Internet
- 3.11. Track and record accurate time aof use
- 3.12. Customize block messages
- 3.13. Customize categories of sites
- 3.14. Ability to throttle types of traffic/traffic shape.
- 3.15. Selected vendor must have subject matter experts on staff

4. Short-listed Vendors:

- 4.1. Criteria for selection will be based 40% on if the solution can meet the city's requirements listed in section 3, 40% on cost/discounts and 20% will be based on if selected vendor will be instrumental in ensuring installation, training and setup is successful for the City of Southfield.
- 4.2. If a non- Websense Solution meets the short-list, vendors will be asked to come on-site (date to be determined) for a brief technical demonstration. References and a solid solution addressing the requirements must be proven/presented at that time.
- 4.3. Payment terms: 30% at bid award, 40% at project launch and 30"% retained until the new solution is completely working based on the city's requirements.

SUPPLEMENTAL INSTRUCTIONS TO ALL BIDDERS

1. **BID DEADLINE:** In order for a bid to receive consideration, it must be received prior to the specified time of opening as indicated on the bid form. No bid will be accepted after the time specified for the bid opening. The City reserves the right to postpone the bid opening for its own convenience. Bidders should use the bid documents furnished; failure to do so will be considered as an alternate offer and may be cause for rejection. Bids are considered received when in possession of the City Clerk's office. It is the bidder's responsibility to ensure that documents are received in the proper location.
2. **WITHDRAWAL:** No bid will be withdrawn for 60 days from its opening date. Bidders may reduce this period if he states so in his bid; however, he runs the risk of being declared non-responsive to the specifications.
3. **RIGHT TO REJECT:** The City reserves the right to waive any irregularity in any bid, to split awards by items or lots (unless otherwise stipulated either in the specifications or by the bidder) or to award to other than the low bidder, should any of the foregoing be deemed in its best interests.
4. **FAILURE TO ENTER INTO CONTRACT:** If a bidder fails to formally acknowledge and accept purchase order or to execute the contract within ten (10) working days after notification, the deposit, if any, may be forfeited as liquidated damages.
5. **TO COMPLY:** For failure to deliver or perform in accord with the accepted bid, the City may consider the contractor in default and take steps to protect the City's interest. The City may, without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional costs to the contractor or his surety.
6. **PATENTS:** Contractors will protect and indemnify against expense of any nature, will bear cost of any suits which may arise and will pay all damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.
7. **ERRORS OR OMISSIONS:** Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be called to our attention in a reasonable amount of time before the bids are due.
8. **LOWEST RESPONSIBLE BIDDER IS ONE WHO:**
 - a. Submits no restrictions or qualifications beyond those permitted in the proposal request.
 - b. Have the skill, quality and ability to conscientiously, faithfully and promptly fulfill the contract to its letter and spirit.
 - c. Have integrity, judgment, reputation and experience.
 - d. Has sound financial resources as well as the ability to furnish any and all bonding and insurance documents required.
 - e. Is able to comply with all terms and conditions stipulated in the proposal requests.
 - f. Can show the intent and ability to cooperate efficiently and effectively with all Government departments involved in the contractual purchase or service.
 - g. Has the knowledge of applicable existing laws and ordinances of the City of Southfield necessary to provide smooth and efficient relations.
 - h. Has unquestionable ability to provide maintenance and service on the contractual items purchased.
9. **NON-COLLUSION CLAUSE:** By signing and submitting this proposal, bidder states that his proposal is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said proposal price.
10. **NON-DISCRIMINATION CLAUSE:** By signing and submitting this bid for consideration of an award by the City of Southfield, the contractor and any subcontractor covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.
11. **DOCUMENT DISTRIBUTION:** The City of Southfield, Michigan officially distributes bid documents from the Purchasing Department or through the **Michigan Intergovernmental Trade Network (MITN) at www.mitn.info**. The City of Southfield cannot guarantee the accuracy and is not responsible for any errors contained in any information received from alternate sources.

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