

REQUEST FOR PROPOSALS
Cloud-Based Email Protection/Gateway Defense and
Barracuda Maintenance and Support

RFP Item# IT22.19.04.2 - Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support
Bid Open Date April 19, 2022 8:00 AM EST

The Hamblen County Dept. of Education will receive sealed bids for the provision of **Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support** as specified herein. Bids must be received by **8:00 AM EST** on Monday, **April 19, 2022**. Late bids will not be considered nor returned. The Hamblen County Department of Education is not responsible for delivery times of vendor’s chosen carrier. If your bid is received after the deadline, it will be automatically disqualified.

All questions regarding this RFP/Bid **MUST** be submitted via email by the deadline noted in this document. Please reference RFP Item Number in subject line of email. Phone calls will not be accepted. Please submit questions to Harold@hcboe.net .In the e-mail subject line, use: **Questions IT22.19.04.2**

<p>DELIVER BIDS TO:</p> <p>IT22.19.04.2 Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support</p> <p>Opening Date: April 19, 2022 8:00 a.m.</p> <p>Hamblen County Dept. of Education</p> <p>Technology Department</p> <p>210 East Morris Blvd.</p> <p>Morristown, TN 37813</p> <p>THE BID ENVELOPE MUST SHOW THE BID NUMBER, NAME ,OPENING DATE, CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE OF LICENSE.</p>
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SECTION I GENERAL TERMS AND CONDITIONS

Additional Information:

- 1.1 Send requests for additional information to Harold Jones, Supervisor of Technology & Communications, Harold@hcboe.net . Please reference RFP Item No. in subject line of email. Information about the Hamblen

County Department of Education current bids may be obtained on the Internet at <https://www.hcboe.net/bidsandrfps>

Remanufactured Equipment:

- 1.2 Vendors are advised that remanufactured or refurbished equipment will not be accepted for this bid.

Recycling Efforts:

- 1.3 Vendors are to state the percentage of product made from recycled materials. Specify the amount of post consumer waste separately from pre-consumer recycled content.

Conflict of Interest:

- 1.4 Vendors must have a “non-conflict of interest” affidavit on file prior to contract award.

Non-Discrimination:

- 1.5 Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Processing Time For Payment:

- 1.6 Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

Alternative Bids:

- 1.7 Hamblen County Department of Education will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.

Multiple Bids:

- 1.8 Hamblen County Department of Education will consider multiple bids that meet specifications.

Taxes:

- 1.9 Hamblen County Department of Education purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

Delivery:

IT22.19.04.2

- 1.10 Vendors are to state the delivery time in the bid. Hamblen County Department of Education requires that vendors deliver all products FOB "free on board" to final destination.

Bid Acceptance:

- 1.11 Vendors shall hold their price firm and subject to acceptance by Hamblen County Department of Education for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

Electronic Transmission Of Bids:

- 1.12 The Hamblen County Department of Education will not accept telegraphic or electronically transmitted bids.

Award:

- 1.13 Award will be made based upon the criteria set forth in section III of this bid document. Hamblen County Department of Education reserves the right to award this bid on an item by item basis, a schedule basis or an "all or none" basis-whichever is in the best interest of the County. Hamblen County Department of Education also reserves the right to not award this bid or to reject any and all bids.

Proof Of Financial And Business Capability:

- 1.14 Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hamblen County Department of Education will make the final determination as to the bidder's ability.

Vendor Default:

- 1.15 Hamblen County Department of Education reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Hamblen County Department of Education reserves the right to remove the vendor from the HCDOE's bidders list for twenty-four months.

Restrictive Or Ambiguous Specifications:

- 1.16 It is the responsibility of the prospective bidder to review the entire invitation for bids (IFB) packet and to notify the Hamblen County Department of Education, Department of Instructional Technology if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Technology Department not

less than one week (5 days) prior to the time set for bid opening. These requirements also apply to specifications that are ambiguous.

Bid Delivery:

- 1.17 Hamblen County Department of Education requires bidders, when hand delivering bids, to deliver said bid to the Hamblen County Dept. of Education, Department of Instructional Technology between the normal business hours of 8:00 am and 4:30 pm, Monday through Friday. The Hamblen County Department of Education is not responsible for delivery times of your carrier. If your bid is received after the deadline, it will be automatically disqualified. Inclement weather is always a possibility and the district office may be closed on bid activity dates. It is the vendor's responsibility to contact the Hamblen County Department of Education at 423-586-7700 to verify that the district office is open. Please note that The Hamblen County Department of Education is closed on the following dates: March 28 – April 1, 2022 and April 15, 2022.

Duplicate Copies:

- 1.18 Hamblen County Department of Education requires that bids be submitted in duplicate.

Term Bid Agreements:

- 1.19 If this bid results in a term bid contract with the vendor, Hamblen County Department of Education must receive all general price decreases that other customers receive.

Signing Of Bids:

- 1.20 **In order to be considered all bids must be signed. Please sign the original in blue ink.**

Use Of Bid Forms:

- 1.21 Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

Waving Of Informalities:

- 1.22 Hamblen County Department of Education reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamblen County Department of Education.

Subcontracting:

- 1.23 Hamblen County Department of Education will award this bid to one

IT22.19.04.2

vendor. The successful vendor may not subcontract the award without the written consent of the Hamblen County Department of Education.

New Material:

- 1.24 Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of the bid.

EXPENSE OF BID PREPARATION:

- 1.25 Hamblen County Department of Education or representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentations of Contractor's bid response.

Cooperative Purchasing:

- 1.26 Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

Title VI Of The Civil Rights Act:

- 1.27 "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq.

It is the policy of Hamblen County Department of Education that all its services and activities be administered in conformance with requirements of Title VI.

Envelope Cover:

- 1.28 Bids and modifications thereof shall be enclosed in sealed envelopes addressed to Hamblen County Department of Education, Technology Department, with the name and address of the bidder, the date and hour of opening, and the bid number "IT22.19.04.2 Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support" on the face of the envelope. Electronically transmitted, telegraphic or

IT22.19.04.2

facsimile bids will not be considered. Bids received without the envelope information will not be considered. The envelope should have the following clearly labeled: the Contractor's license number and the date of license expiration.

Late Bids

- 1.29 Bids and modifications or withdrawals thereof received after the time set for opening will not be considered. The Hamblen County Department of Education is not responsible for delivery times of vendor's chosen delivery carrier. If your bid is received after the deadline, it will be automatically disqualified.

Discounts

- 1.30 1. Prompt payment discounts will be included in the evaluation of bids, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business.
2. In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at a point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher is received in Technology Department, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant.

Response Submission

- 1.31 Responses to this RFP must be submitted in sealed packages and delivered to Hamblen County Department of Education Technology Department, 210 E Morris Blvd. Morristown, TN, 37813, no later than 8:00 AM EST on April 19, 2022, so that this RFP is in compliance with the Federal Communication Commission's competitive bidding requirement for Universal Service Fund (USF) support and services. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The HCDOE will reject all late arrivals. The Vendor must submit two (2) copies of the response along with any required supporting documentation. **"IT22.19.04.2 Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support" should be clearly marked on the face of the envelope containing the bid along with the opening date of April 19, 2022.** Failure to comply with this may cause the bid to be misdirected and therefore not to be considered. Responses must be for the entire project.

IT22.19.04.2

No substitutions or partial bids will be allowed. Oral, telephone, faxed or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract. Bids made out in pencil will NOT be accepted. Bid must be notarized. Prior to commencement of work, Vendor will name contractee as additional insured for liability purposes.

Interpretation and Changes

- 1.32 The intent of this RFP is to communicate the HCDOE's requirements to any qualified and interested bidder. Our intention is to receive bids for the item as stated in Section 1 of this RFP. The HCDOE may make corrections, or changes to the RFP. If the HCDOE makes changes or corrections to the RFP it will be via a written ADDENDUM. All efforts will be made by the HCDOE to mail or deliver any ADDENDUM to all parties who have requested and received the RFP and returned the notice to proposers form . ADDENDUMS will be issued as expeditiously as possible (by FAX, if necessary, followed by original documents). Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes.

Addendum

- 1.33 It will be the responsibility of all respondents to contact The HCDOE prior to submitting a response to the RFP to ascertain if any ADDENDUM have been issued, and to obtain any and all ADDENDUMS, execute them, and return ADDENDUM with the response to the RFP.

Questions

- 1.34 Questions regarding this RFP must be submitted in writing/email. The HCDOE must receive questions no later than five (5) business days before the bid opening or the questions will be considered null and void. Responses to all questions received in proper timeframes will be made in writing and posted with the RFP on the HCDOE Website. Phone calls will not be accepted.

Proposal Binding Period

- 1.35 Prices quoted in The Vendor's response for all services and equipment will remain in effect for a period of at least 90 business days from the issuance date of The Vendor's response. However, any taxes, whether local, state, or federal, imposed on services herein provided instituted after the date of bid response may be passed on to the HCDOE from the vendor.

IT22.19.04.2

Omissions

- 1.36 Omissions in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

Service Length

- 1.37 The contractual term of this contract will be one (1) year(s) with options to renew up to a total of four (4) years.

Patents and Royalties

- 1.38 The Vendor, without exception, shall indemnify and hold harmless The Customer and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The Customer. If The Vendor or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Indemnification

- 1.39 The Vendor shall indemnify and hold harmless The HCDOE, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by The HCDOE, its agents or employees) in connection with the same; or by use of any improper, material or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify and hold harmless The HCDOE, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees. The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The HCDOE's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The HCDOE which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either. The award of this Contract to The Vendor

shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

Right to Reject

- 1.40 The HCDOE reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Hamblen County Department of Education. The HCDOE reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The HCDOE reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the HCDOE is not in a position to adequately perform the contract. The HCDOE reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of Hamblen County Board of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Hamblen County Department of Education.

Vendor Registration

- 1.41 Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Instructional Technology. Please fax the application to (423) 585-3783 or by e-mail at ForteB@hcboe.net at least **5 days prior to the bid opening**. **Registration form is only good for THIS RFP/BID. Do not send this form with the bid. Please see page 34 of bid for the vendor registration form.**

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

THESE TERMS AND CONDITIONS SHALL BE PART OF THE CONTRACT. HAMBLEN COUNTY DEPARTMENT OF EDUCATION RESERVES THE RIGHT TO NEGOTIATE OTHER TERMS AND CONDITIONS IT DEEMS APPROPRIATE AND NECESSARY UNDER THE CIRCUMSTANCES TO PROTECT THE PUBLIC TRUST.

IT22.19.04.2

Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support
Hamblen County Department of Education

Incorporation:

- 2.1 All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.

Alterations Or Amendments:

- 2.2 No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Hamblen County Department of Education without the prior written approval of the Hamblen County Department of Education.

Assignment:

- 2.3 Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Hamblen County Department of Education.

Warranty:

- 2.4 Contractor warrants to Hamblen County Department of Education that all items delivered and all services rendered shall conform to the specifications, drawings, bid, and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Hamblen County Department of Education all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the HCDOE. Return of merchandise not meeting warranties shall be at contractor's expense.

Remedies:

- 2.5 Hamblen County Department of Education shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential, and compensatory damages and reasonable attorneys fees.

Inspection And Acceptance:

- 2.6 Warranty periods shall not commence until Hamblen County Department of Education inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Hamblen County Department of Education. Hamblen County Department of Education reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the

IT22.19.04.2

costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

Order Of Precedence:

- 2.7 In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

Severability:

- 2.8 If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

Governing Law:

- 2.9 This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Hamblen County Department of Education, Tennessee. The Chancery Court and/or the Circuit Court of Hamblen, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

Default:

- 2.10 If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Hamblen County Department of Education may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Hamblen County Department of Education expressly retains all its and remedies provided by law in case of such breach, and no action by Hamblen County Department of Education shall constitute a waiver of any such rights or remedies. In the event of termination for default, Hamblen County Department of Education reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

Termination:

- 2.11 HCDOE may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

Appropriation:

IT22.19.04.2

- 2.12 In the event no funds are appropriated by Hamblen County Department of Education for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

Compliance With All Laws:

- 2.13 Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

Indemnification/Hold Harmless:

- 2.14 Contractor shall indemnify, defend, save and hold harmless Hamblen County Department of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

Right to Inspect

- 2.15 Hamblen County Department of Education reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

Books and Records

- 2.16 Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by HCDOE or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

Child Labor

IT22.19.04.2

- 2.17 Contractor agrees that no products will be provided or used under this contract which have been manufactured or assembled by child labor.

SECTION III SPECIAL TERMS AND CONDITIONS

Intent:

- 3.1 The intent of these specifications is to convey to prospective bidders the type of computer equipment requested by Hamblen County Department of Education. Hamblen County Department of Education requests that prospective bidders price the items in SECTION IV as well as state a percentage of mark-up or discount on non-specified items.

Term:

- 3.2 The contract will be for One (1) year beginning approximately February 08, 2022 and continue through June 30, 2023. Upon mutual consent of both parties, the agreement may be renewed for four (4) additional one (1) year periods, for a total term of five (5) years.

Escalation Provision:

- 3.3 The responder warrants that the unit price stated herein shall remain firm for a period of not less than one (1) calendar year from the first day of the contract period. If the responder's unit price is increased after one (1) calendar year, the contract unit price may be increased upon approval of the responder's written request to the Purchasing Agent.

Such a request shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; (3) the amount of the change requested with documentation to support requested adjustment (i.e., appropriate bureau of labor statistics, change in manufacturer's price, etc.). Such price adjustment shall be by the same percentage as documented.

Bid Modification:

- 3.4 This bid may be modified accordingly provided that:

The aggregate of the increase in the contract unit price made under this clause shall not exceed a total of ten percent (10%) of the original contract unit price. If this contract is renewed, the percentage increase shall not exceed ten percent (10%) per contract period on the prices prevailing at the time of renewal;

IT22.19.04.2

The increased contract unit price may be effective after one (1) calendar year provided that the responder submits a written request, with supporting documentation, for an increase, at least thirty (30) calendar days prior to the proposed effective date of the price increase;

The increased contract unit price shall not apply to orders received by the vendor prior to the effective date of the increased contract unit price. Orders placed, via county purchase order, shall be considered to have been received by the responder after the fifth (5th) calendar day following the date of signature by the Purchasing Agent or his authorized representative;

Within thirty (30) calendar days after receipt of a responder's written request, the County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation.

Quantity Purchase:

- 3.5 Vendor should make additional discounts available to HCDOE for quantity purchases.

Termination:

- 3.6 Should the responders fail to meet the Requirements of this contract, HCDOE may terminate the Contract upon a thirty (30) day written notice.

Evaluation:

- 3.7 Evaluation will be made on the following Criteria:
This contract will be awarded to the most cost effective provider who submits a complete and accurate submittal that meets the stated requirements. Prices of eligible services will be the primary factor, but not necessarily the sole factor, in evaluating the bids. Other factors of consideration may include, but are not limited to prior experience, including past performance, compliance with specifications, including schedule compliance; cost of ineligible products and services; and specified product. The Hamblen County Department of Education does not guarantee award of a contract and reserves the right to reject all bids.

1	Total Price	45 Points
2	Prior Experience in K-12 Education	5 Points

IT22.19.04.2

3	Adequacy/Compliance with Bid Specifications	10 Points
4	Deployment and Installation	15 Points
5	Specified Features / Mangement (hardware, software maintenance and upkeep)	10 Points
6	Exact Item Bid/Not Equivalent	5 Points
7	Vendor Capabilities: Demonstrated ability of vendor to provide services/product (including references), reputation of vendor, vendor's past relationship with district if applicable	10 Points

Response:

3.8 Vendors shall bid in the following manner:

Provide, with their bid, a copy of the most recent vendor pricelist.

State the percentage of mark-up or discount from the aforementioned price list to HCDOE.

Vendors shall submit their responses with the products, F.O.B. destination to Hamblen County Department of Education, Department of Instructional Technology, 210 East Morris Blvd., Morristown, TN 37813.

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor's bid may include additional quote pages in the vendor's preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

Quantities:

3.9 HCDOE does not guarantee any quantities during the term of this

IT22.19.04.2

agreement. However, it is to be noted that HCDOE expended approximately one hundred thousand (\$100,000.00) dollars during the previous fiscal year.

Warranty:

- 3.10 All products shall be at least 3 year warranty of quality and performance of the product(s). Items with defects in materials or workmanship will be repaired, replaced, or substituted for the practical warranty of the product(s).

SECTION IV VENDOR RESPONSE:

4.0 Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support

It is the intent of the Hamblen County Department of Education to secure a source to provide Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support in accordance with all requirements state herein. The solution will protect against phishing, malware, ransomware, and other sophisticated, email-borne threats. The solution will also include behavioral, heuristic, and sandboxing technology. Equivalent bids will be accepted as long as they are an equivalent for these specifications. The solution selected it is anticipated that the initial purchase will be 1,550 licenses for staff email account and potential for additional units each year of the contract or extension of the contract pending funding.

Vendors may submit alternative solutions as long as the solution is an equivalent make and model. All equipment shall be new, factory-sealed equipment currently available from the manufacturer; the District will not accept proposals of used, remanufactured, refurbished, "B stock," returns, open-box, discontinued, "gray market," or equipment in any condition other than new and factory-sealed with all original manufacturer warranties. The Hamblen County Department of Education reserves the right to adjust quantities prior to purchasing to meet the needs of the school system, and shall have the sole discretion to evaluate, ascertain, and determine whether any item proposed or offered by any bidder is in fact an

IT22.19.04.2

equivalent or better for any item listed below. It is the vendor's responsibility and obligation to provide documentation and other evidence that alternative equipment is functionally equivalent or better. Failure to show equal functionality may result in the disqualification of the bid.

Item 1 – Cloud-Based Email Protection/Gateway Defense (Anticipated Quantity in original order 1,550 staff email account licenses) (Reference item is Barracuda EP-EDG-EDUFTE-U-sr-1M or equivalent.)

The district currently has an on-site hardware-based Barracuda device and is transitioning to a cloud-based solution. The results of this RFP/Bid will result in an award to one vendor for a single and comprehensive solution. If no single solution sufficiently meets cost-effectiveness, accessibility, integration, and ease of use, a winning RFP/Bid may not be awarded.

Minimal requirements **MUST** be met in order for the RFP/Bid proposal to be considered. The following are **MANDATORY MINIMUM REQUIREMENTS**:

- Solution must be a cloud-based solution.
- Solution must integrate with Google GSuite Enterprise/Workgroup (district current email provider).
- Solution must provide protection against Spam.
- Solution must provide protection against Email-borne viruses (inbound and outbound).
- Solution must provide protection against Email-based malware.
- Solution must provide against phishing emails.
- Solution must provide protection against unsecured emails.
- Solution must provide protection against Denial-of-Service attacks
- Solution must provide link and URL protections against typosquatting.
- Solution must provide attachment protection with a full-system emulation sandbox for suspicious attachments.

IT22.19.04.2

- Solution must provide scans of email attachments in real-time.
- Solution must provide failover to cloud-based email service to continue operations.
- Solution must provide email continuity for up to 96 hours.
- Solution must provide emergency mailbox to allow users to send, receive, read, and respond to email.
- Solution must provide behavioral, heuristic, and sandboxing to protect against zero-hour attacks.
- Solution must provide agentless email encryption.
- Solution must provide AES 256-bit encryption at rest and in transit.
- Solution must provide outbound filtering to prevent attacks originating inside the network.
- Solution must provide content policies to automatically encrypt, quarantine, or block email.
- Solution must provide Web-based management with LDAP and multi-factor authentication, centrally managed security policies, and access to reports from any location.
- Solution must provide 99.9% uptime SLA.
- Solution must provide cloud-based solution that requires no customer intervention or configuration.
- Solution must provide hardware and software patches maintained automatically. Security vulnerabilities are patched by the service.
- Solution must provide upgrades on a frequent basis and rolled out automatically without requiring user intervention.

IT22.19.04.2

- Solution must provide audit logs in the web user interface.
- Solution must provide ability to make granular exemptions for DLP policies.
- Solution must provide ability to integrate into AzureAD(Office 365) for Single Sign On.
- Solution must provide link rewrites before delivering to end user.
- Solution must provide ability to set block or quarantine actions for emails that are considered “bulk”.

Item 2 – Data migration from on-site Barracuda Spam Filter hardware to cloud based solution for item 1. (Anticipated Quantity in original order 1,550 staff email account licenses) (SN#: 1025481 1340300.)

Item 3 – Energizer Updates for Barracuda Backup Server 690. (BBS690A-E Anticipated Quantity 12) (SN#: 1350115) – No Equivalent

Item 4 – Instant Replacement for Barracuda Backup Server 690. (BBS690A-H Anticipated Quantity 12) (SN#: 1350115) – No Equivalent

Item 5 – 1-month Unlimited Cloud Storage for Barracuda Backup Server 690. (BBS690A-B Anticipated Quantity 12) (SN#: 1350115) – No Equivalent

Item 6 – 1-Month Energizer Updates for Barracuda Message Archiver 650. (BMA650A-E Anticipated Quantity 12) (SN#: 1340300) – No Equivalent

Item 7 – 1-Month Instant Replacement for Barracuda Message Archiver 650. (BMA650A-H Anticipated Quantity 12) (SN#: 1340300) – No Equivalent

Item 8 – Energizer Updates for Barracuda Backup Server 390. (BBS390A-E Anticipated Quantity 12) (SN#: 1335311) – No Equivalent

Item 9 – Instant Replacement for Barracuda Backup Server 390. (BBS390A-H Anticipated Quantity 12) (SN#: 1335311) – No Equivalent

Item 10 – 1-month Unlimited Cloud Storage for Barracuda Backup Server 390. (BBS390A-B Anticipated Quantity 12) (SN#: 1335311) – No Equivalent

IT22.19.04.2

Item 11 – 1-month Energizer Updates for CloudGen Firewall Appliance F280. (BNGF280A-E Anticipated Quantity 36) (SN#: BAR-NG-1378448) – No Equivalent

Item 12 – 1-month Instant Replacement for CloudGen Firewall Appliance F280. (BNGF280A-H Anticipated Quantity 36) (SN#: BAR-NG-1378448) – No Equivalent

Item 13 –Barracuda Backup Server 890. (BBS890A Anticipated Quantity 1).

Item 14 – 1-Month Unlimited Cloud Storage for Barracuda Backup Server 890. (BBS890A-B Anticipated Quantity 12)– No Equivalent

Item 15 – Energizer Updates for Barracuda Backup Server 890. (BBS890A-E Anticipated Quantity 12)– No Equivalent

Item 16 – Instant Replacement for Barracuda Backup Server 890. (BBS890A-H Anticipated Quantity 12)– No Equivalent

4.9 Percentage of “discount off” from current Price List on catalog items not listed on these pages.

SECTION V VENDORS INFORMATION AND PRICING

Schedule of Events

- 5.0 The following is the required schedule of events for this project. The schedule may change the results of the responses and a final schedule will be established prior to contracting with

Event	Date
1. Release of RFP to Bidders	March 23, 2022
2. Mandatory Bidder's Conference at B.O.E.	N/A
3. Deadline for Proposal Submission	April 19, 2022
4. Evaluation of Responses	Beginning April 19, 2022 until completed
5. Contract Award	To be determined
6. Installation Starts	To be determined after receipt of order
7. Installation Completed	To be determined

SECTION VIII RESPONSE TO BID

SECTION IX ADDITIONAL TERMS, CONDITIONS AND AWARD CRITERIA

Quantities:

- 9.1 Hamblen County Department of Education does not guarantee any quantities during the term of this agreement. Consequently, the utilization of the contract may vary significantly from fiscal year to fiscal year. The successful vendor is not guaranteed a specific amount of sales during the contract period.



SECTION VIII VENDOR INFORMATION AND PRICING
Bid Response Form – IT22.19.04.2 Cloud-Based Email Protection/Gateway
Defense and Barracuda Maintenance and Support

Vendor Name _____

Vendor Address _____

Telephone # (____) _____ - _____ **FAX #** (____) _____ - _____

Toll Free # (____) _____ - _____ **E-mail** _____

Contact Person _____

Authorizing Signature _____

HCDOE Business License Number (If Applicable) _____

State of TN Sales Tax Number (If Applicable) _____

I acknowledge the receipt of:

Addenda 1 Yes No

Addenda 2 Yes No

Addenda 3 Yes No

Please list all warranty information concerning length and coverage below:

Guaranteed days till delivery after receipt of order _____ **Days**

Percentage of Mark-Up or Discount (*Vendors shall bid one or the other*) _____ **% Mark-Up**

_____ **% Discount**

IT22.19.04.2



Bid Response Form – Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support

Page 1 of 10

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor’s bid may include additional quote pages in the vendor’s preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as “See Page XX,” “Refer to Page XX,” etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

TO: The Hamblen County Department of Education, Morristown, Tennessee,

VENDOR:

Name of Firm

Mailing Address

City, State, Zip Code

Representative’s Name (Type or Print): _____

*Authorized Signature: _____

Date: _____ Telephone: (_____) _____ - _____

Email: _____

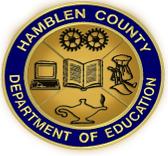
SPIN Number: _____

Operating as an individual corporation organization and existing under the laws of Tennessee, or a Partnership, or a joint venture consisting of,

_____.

*Signature certifies the proposed solution and services meet all requirements outlined in this document and the vendor will comply with all specified requirements unless exceptions are noted below.

IT22.19.04.2



Bid Response Form – Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support

Page 3 of 10

Pricing for these services and products **MUST be provided in the Bid Response Form provided with this RFP**. The vendor's bid may include additional quote pages in the vendor's preferred format. However, **all pricing must be entered in the Bid Response Form**, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration. Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, etc. is intended to set quality and feature standards and does not exclude bids from others as long as quality and feature standards are met.

Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support		
	Per Unit	Total Cost
Item 1 – Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support Note: If the solution has a tiered pricing structure, please attach the tiered pricing structure as part of this RFP/Bid. You are not required to enter that structure in this form but must attach the information to this bid. The pricing entered on this form should be based on the quantity specified.	\$ _____ per unit	\$ _____ total order (1,550 users)
Item 2 – Data migration from on-site Barracuda Spam Filter hardware to cloud based solution for item 1	\$ _____ per unit	\$ _____ total order (1,550 users)
Item 3 – Energizer Updates for Barracuda Backup Server 690	\$ _____ per unit	\$ _____ total order
Item 4 – Instant Replacement for Barracuda Backup Server 690	\$ _____ per unit	\$ _____ total order
Item 5 – 1-month Unlimited Cloud Storage for Barracuda Backup Server 690	\$ _____ per unit	\$ _____ total order
Item 6 – 1-Month Energizer Updates for Barracuda Message Archiver 650.	\$ _____ per unit	\$ _____ total order
Item 7 – 1-Month Instant Replacement for Barracuda Message Archiver 650	\$ _____ per unit	\$ _____ total order
Item 8 – Energizer Updates for Barracuda Backup Server 390	\$ _____ per unit	\$ _____ total order
Item 9 – Instant Replacement for Barracuda Backup Server 390	\$ _____ per unit	\$ _____ total order

IT22.19.04.2

Item 10 – 1-month Unlimited Cloud Storage for Barracuda Backup Server 390	\$ _____ per unit	\$ _____ total order
Item 11 – 1-month Energizer Updates for CloudGen Firewall Appliance F280	\$ _____ per unit	\$ _____ total order
Item 12 – 1-month Instant Replacement for CloudGen Firewall Appliance F280	\$ _____ per unit	\$ _____ total order
Item 13 –Barracuda Backup Server 890	\$ _____ per unit	\$ _____ total order
Item 14 – 1-Month Unlimited Cloud Storage for Barracuda Backup Server 890	\$ _____ per unit	\$ _____ total order
Item 15 – Energizer Updates for Barracuda Backup Server 890	\$ _____ per unit	\$ _____ total order
Item 16 – Instant Replacement for Barracuda Backup Server 890	\$ _____ per unit	\$ _____ total order

Additional Costs :	Per Unit	Total Cost
Specify Item: _____	\$ _____ per _____	\$ _____ total order
Specify Item: _____	\$ _____ per _____	\$ _____ total order
Specify Item: _____	\$ _____ per _____	\$ _____ total order
Specify Item: _____	\$ _____ per _____	\$ _____ total order
Specify Item: _____	\$ _____ per _____	\$ _____ total order
Total Cost	\$ _____	\$ _____ total order



Mandatory Minimum Requirements Checklist Item # 1

Mandatory Requirement Item #1	Yes (Y) or No (N)
Solution must be a cloud-based solution.	
Solution must integrate with Google GSuite Enterprise/Workgroup (district current email provider).	
Solution must provide protection against Spam.	
Solution must provide protection against Email-borne viruses (inbound and outbound).	
Solution must provide protection against Email-based malware.	
Solution must provide against phishing emails.	
Solution must provide protection against unsecured emails.	
Solution must provide protection against Denial-of-Service attacks	
Solution must provide link and URL protections against typosquatting.	
Solution must provide attachment protection with a full-system emulation sandbox for suspicious attachments.	
Solution must provide scans of email attachments in real-time.	
Solution must provide failover to cloud-based email service to continue operations.	

IT22.19.04.2

Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support
Hamblen County Department of Education

Solution must provide email continuity for up to 96 hours.	
Solution must provide emergency mailbox to allow users to send, receive, read, and respond to email.	
Solution must provide behavioral, heuristic, and sandboxing to protect against zero-hour attacks.	
Solution must provide agentless email encryption.	
Solution must provide AES 256-bit encryption at rest and in transit.	
Solution must provide outbound filtering to prevent attacks originating inside the network.	
Solution must provide content policies to automatically encrypt, quarantine, or block email.	
Solution must provide Web-based management with LDAP and multi-factor authentication, centrally managed security policies, and access to reports from any location.	
Solution must provide 99.9% uptime SLA.	
Solution must provide cloud-based solution that requires no customer intervention or configuration.	
Solution must provide hardware and software patches maintained automatically. Security vulnerabilities are patched by the service.	
Solution must provide upgrades on a frequent basis and rolled out automatically without requiring user intervention.	

Solution must provide audit logs in the web user interface.	
Solution must provide ability to make granular exemptions for DLP policies.	
Solution must provide ability to integrate into AzureAD(Office 365) for Single Sign On.	
Solution must provide link rewrites before delivering to end user.	
Solution must provide ability to set block or quarantine actions for emails that are considered "bulk".	



Notarized Bid Compliance Form – Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support

Having carefully examined the invitation to bid documents prepared by Hamblen County Department of Education entitled IT22.19.04.2 Computers, and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for the total contract price shown and under the terms of the attached contract. **It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products.** In submitting this proposal, it is understood that the right is reserved by the HCDOE to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening thereof.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof. In view of the terms of this Invitation to Bid, the undersigned proposes to furnish all items for a total sum of:

Signature: _____

Title: _____

Date: _____

THIS BID MUST BE NOTARIZED Sworn and subscribed before me this

_____ day of _____ 20__

Notary Public

My commission expires: _____



**NON –COLLUSION INDEPENDENT PRICE DETERMINATION
NON-DISCRIMINATION AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin.

I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the vendor.

COMPANY NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT NAME HERE

DATE _____

Please indicate which of the following apply to your company:

- _____ African Owned
- _____ Asian Owned
- _____ Caucasian Owned
- _____ Hispanic Owned
- _____ Native American Owned
- _____ Other Owned
- _____ Woman Owned



Reference Form – Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support

Three recent references (school systems similar in size to the Hamblen County Department of Education (10,000 students, 18 schools, 23 sites including district site or larger preferred.)

District Reference #1	
Contact	
Phone	
Address	
Scope of Services	
Email address of Contact	
District Reference #2	
Contact	
Phone	
Address	
Scope of Services	
Email address of Contact	
District Reference #3	
Contact	
Phone	
Address	
Scope of Services	
Email address of Contact	

IT22.19.04.2



Hamblen County Department of Education Vendor Registration Form

Please send this information to Betina Forte via fax at (423) 585-3783 or by e-mail at ForteB@hcboe.net.

RFP number	IT22.19.04.2	Cloud-Based Protection/Gateway Maintenance and Support	Email Defense and Barracuda
Company name	_____		
Mailing address	_____		

Phone number	_____		
Fax number	_____		
Contact person	_____		
E-mail address	_____		
SPIN Number (FCC Vendor Number/Identifier)	_____		

Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Instructional Technology. Please fax the application to (423) 585-3783 or by e-mail at ForteB@hcboe.net at least **5 days prior** to the bid opening. **Do not send this form with the bid.**



Response Cover Sheet Hamblen County Department of Education

Name of Respondent			
Mailing Address	City	State	Zip Code
Telephone	Fax	Web Address	
Primary Contact for Clarification		Primary Contact Email Address	
Authorized Signatory		Authorized Signatory Email Address	
Respondents DUNS No.			



Hamblen County Department of Education

Bid Response Label

DELIVER BIDS TO:

**Hamblen County Dept. of Education
Technology Department
210 East Morris Blvd.
Morristown, TN 37813**

**IT22.19.04.2 Cloud-Based Email Protection/Gateway
Defense and Barracuda Maintenance and Support
Opening Date: April 19, 2022 – 8:00 AM**

**CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE OF LICENSE
& EXPIRATION DATE (If applicable):**

IT22.19.04.2

Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support
Hamblen County Department of Education



Iran Divestment Act Certification Form – Cloud-Based Email Protection/Gateway Defense and Barracuda Maintenance and Support

This certification must be completed by each bidder in order to be considered.

I understand that under the Iran Divestment Act, T.C.A. 12-12-101-12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer, as required by T.C.A. 12-12-106, has created a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of the State of Tennessee, and any such contract will be considered void *ad initio* under T.C.A. 12-12-110. The list is published on the Tennessee Department of General Services website at:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. 12-12-106.

Bidder Name

Bidder Signature

Date of Certification

IT22.19.04.2