



Harford County Public Library

HCPLonline.org

REQUEST FOR QUOTATION

**CATEGORY 2 E-RATE ELIGIBLE
SYSTEM WIDE FIREWALL**

RFQ NO. L-19-02

FEBRUARY 1, 2019

**Harford County Public Library
1221-A Brass Mill Road
Belcamp, MD 21017**

REQUEST FOR QUOTATION

CATEGORY 2 E-RATE ELIGIBLE SYSTEM WIDE FIREWALL

RFQ NO. L-19-02

PROPOSALS ARE DUE BY MARCH 1, 2019 AT 1:00 P.M.

PROPOSALS RECEIVED AFTER 1:00 PM ON MARCH 1, 2019 WILL BE
RETURNED UNOPENED

QUESTIONS CONCERNING THIS SOLICITATION MUST BE FAXED OR E-
MAILED NO LATER THAN THE CLOSE OF BUSINESS ON
FEBRUARY 13, 2019

SUBMIT ORIGINAL QUOTATIONS TO:

Harford County Public Library
Matthew Smith, Purchasing Manager
1221 A Brass Mill Rd.
Belcamp, MD 21017
(p) 410-273-5601, ext. 6548
(f) 410-273-5606
smithma@[hcplonline.org](mailto:smithma@hcplonline.org)

GENERAL INSTRUCTIONS (PLEASE READ THOROUGHLY)

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS:

Instructions, forms and specifications may be obtained at <https://hcplonline.org/rfps.php> or in person or by mail from the Procurement Department, 1221 A Brass Mill Road, Belcamp, Maryland 21017.

a) All bids are to be submitted on and in accordance with forms for this purpose, which are available from the Procurement Department.

b) All bids are to be submitted in a sealed envelope with the bid number and name of the bid noted in the lower left hand corner of the envelope.

c) Bids received after the specified time will be returned to the bidder unopened.

d) Additional information or clarification of any of the instructions or information contained herein must be obtained from the Procurement Department.

e) Should any bidder find discrepancy in the plans, specifications, or specimen agreement, should the bidder be in doubt as to their meaning or intent of any part thereof, the bidder must prior to bid submission, request clarification from the Purchasing Manager, who will issue an addendum or otherwise clarify the matter. Every request for such interpretation should be in writing addressed to the Purchasing Department, 1221 A Brass Mill Road, Belcamp, Maryland, 21017 and marked "Request for Clarification". The request must be received at least seven (7) working days prior to the date fixed for bid receipt. Any and all such interpretations, any supplemental instructions will be mailed to all prospective bidders (at the respective address furnished for such purpose), not later than five (5) working days prior to the date fixed for the opening bids. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the Contract Documents. All addenda issued during the time for bidding shall form a part of the Contract requirements and shall be considered by the bidders in preparing their bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted.

f) The Harford County Public Library will assume no responsibility for oral instructions or suggestion. All official correspondence in regard to the specifications shall be directed to and will be issued by the Purchasing Manager in writing.

g) Oral, telephonic and/or telegraphic bids or modifications of bids will not be acceptable.

h) Bids must be completed in ink or typewritten by the Bidder with the signature in full. When an unincorporated business is a bidder, the agent who signs the business name to the bids shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of the State the corporation is chartered and the names and titles of the officer having the authority under the bylaws to sign contract. The bid shall also bear the seal of the corporation, attested by its secretary. Any one signing the bid as agent must file with it legal evidence of his authority to do so Post office address, County and State, and telephone number must be given after the signature of the person signing the bid.

i) Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after this time and date specified shall not be considered. Should there be reasons why the Contract

cannot be awarded within the specified period; the time may be extended by mutual agreement between the Library and the bidder.

2. AWARD OF CONTRACT:

a) The Library shall award all contracts in accordance with the criteria established in Section 41-26 of the Harford County Code.

b) Prompt payment discount terms will be considered in determining award.

c) Any other considerations for the award will be stated on the bid form or specifications.

3. TAXES:

The Harford County Public Library is a tax exempt entity. The tax exemption is covered under State of Maryland Sales and Use Tax Certificate Account number 30001201.

4. RESERVATIONS:

a) The contract awarding authority reserves the right to reject any or all bids or parts of bids when, in its judgment, the public interest will be served thereby.

b) The Contract Awarding Authority may waive informalities and irregularities in bids. (Sec. 41-26 Procurement Law) as the interest of the County may be required.

c) Interpretation of Quantities in Bid Schedule: The quantities appearing in the prepared bid schedule are approximate only and are prepared for the canvassing of bids. Payment to the Bidder will be made only for the actual quantities of items furnished in accordance with the Contract and it is understood that the scheduled quantities of items to be furnished may be increased, diminished or omitted without in any way invalidating bid prices.

d) The Contract Awarding Authority may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair cost to the Library.

5. DELIVERY:

a) Bidders shall guarantee delivery of materials in accordance with such delivery schedule as may be provided in the specifications and bid forms.

b) All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise quoted in Special Conditions.

c) Delivery time may be a factor in award of bid.

6. COMPETITION, LITERATURE, SAMPLES:

a) To better insure fair competition and to permit a determination of the lowest bidder, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced.

b) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product on which he is bidding and shall supply a sample or sufficient data to enable an intelligent comparison

to be made with the particular brand or manufacturer specified Catalog cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bids.

c) No bidder will be allowed to offer more than one price on each item even though he may believe that he has two or more types or styles that will meet the specifications. Bidders must determine for themselves which item to offer. If the bidders should submit more than one price on any item, all prices for that item may be rejected at the discretion of the Contract Awarding Authority.

d) A statement of the origin, composition and manufacturer of any or all materials to be used in the work shall be supplied, if requested, on the Bid Form.

e) Specifications provided are based on Library needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Library requirements and consistent with Library policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

7. DEVIATION FROM SPECIFICATIONS:

In addition to the above requirements, all deviations from the specifications must be noted in detail by the bidder in writing, at the same time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Harford County Public Library for furnishing material, equipment or services in full accordance with the specifications as written. Items not meeting the specifications may be rejected upon delivery to the Library.

8. INSPECTION:

All materials, supplies, and/or services delivered or performed for Harford County Public Library shall be subject to final inspection by Harford County Public Library and/or the Purchasing Manager may designate other independent testing laboratories as may be deemed necessary. If the result of one or more of such tests indicates that any part of the materials or supplies are deficient in any respects, the Library may reject all or any part of the materials and supplies to be provided under the contract. The Purchasing Manager may waive variances in materials, supplies, and/or service upon written recommendation by the Library Department involved in the purchase.

9. ERRORS IN EXTENSION:

Where the unit price and the extension price are at variance, the unit price will prevail.

10. LAW AND REGULATIONS:

In all operation related to the subject item, all laws and regulations of Harford County and all United States, State of Maryland Laws, which are applicable to the Contract, must be strictly complied with. The Contractor shall protect and indemnify Harford County Public Library and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

11. QUALIFICATION AND LICENSE:

The Library may make such investigations as deemed necessary to determine the ability of the bidder to perform. the work and the bidder shall furnish the Library all such information and data for this purpose as the Library may request. The Library reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Library that such Bidder is properly qualified to

carry out the obligations of the Agreement and to complete the work contemplated therein.

12. FORM OF ORDER:

An appropriate Harford County Public Library Purchase Order will be executed as required to the successful bidder.

13. COOPERATIVE PURCHASING:

Results of this bid may be made available to Harford County Public Schools, Harford Community College, and Harford County Municipalities. Upon mutual agreement of both parties (successful bidder(s) and any of the above mentioned entities), this bid may be utilized to affect such contracts. Results may also be made available to the State of Maryland, and other public or nonprofit agencies within or outside the State of Maryland.

Request for Proposal

Category 2 E-Rate Eligible System Wide Firewall

A. Introduction

Harford County Public Library is an 11 branch system with a separate administrative office and two outreach vehicles serving a growing, diverse community of approximately 250,000 residents in northeast metropolitan Baltimore. In fiscal year 2018, the Library circulated more than 4 million items and handled more than 460,000 information/reader assistance requests, utilizing a collection of approximately 1,000,000 volumes, online databases, and the worldwide web. The Library also offers an extensive array of downloadable and streaming audio/video products (movies, television shows, music albums and audio books). Daily operations are performed by a staff complement of 241 full-time equivalents. HCPL has been the recipient of numerous awards including Innovator of the Year and Library Journal's Star Library.

B. Purpose

The purpose of this RFQ is to receive quotations for one (1) Fortinet FortiGate 900 D, or the equivalent, with pricing for 1, 3 and 5 year coverage, which is included as Attachment A of this document.

C. Submission of Proposal

Bidders are requested to submit one (1) original and five (5) copies of their proposals by 1:00 PM, local time, March 1, 2019. Any proposal not received by the listed bid opening date and time will be returned unopened. Any questions requiring clarification of bid submission should be directed to Matthew Smith, Purchasing Manager, in writing, via email (smithma@hcplonline.org) or fax 410-273-5606.

The Proposer shall submit proposal to:

Harford County Public Library
Administrative Office
1221A Brass Mill Road
Belcamp, Maryland 21017
Attention: Matthew Smith, Purchasing Manager
RFQ No. L-19-01 Category 2 E-Rate Eligible System Wide Firewall

The deadline for the submission of questions is February 13, 2019. Any questions proposed after this date will not be answered. Any questions posed will be answered via an addendum and all participants will receive notice of the posted addendum no later than February 15, 2019.

Any conditions which the bidder wishes to stipulate other than those included in this RFQ must be specifically stated in writing in the bidder's cover letter. If the bidder cannot accept a provision of the RFQ, it must so state. Any supporting literature that the bidder wants to include should be placed in an appendix.

All materials, documents, processes, reports, data and information generated from this project are the property of HCPL

NOTE: EACH OFFEROR MUST SUBMIT AS PART OF THEIR PROPOSAL THE COMPLETED PROPOSAL AFFIDAVIT (PAGES 11 - 13.) FAILURE TO SUBMIT THIS DOCUMENT WILL CAUSE THE PROPOSAL TO BE REJECTED.

D. Schedule

RFQ L-19-02 Posted:	February 1, 2019
Questions Due:	February 13, 2019
Addendums Posted, if necessary:	February 15, 2019
Proposals Due:	March 1, 2019 1:00 PM local time
Award Made:	Week of March 11, 2019

E. Scope of Work

HCPL currently deploys one Fortinet FortiGate firewall product in a hub-and-spoke configuration for its 12 locations. In an effort to ensure cost effectiveness for both HCPL and the E-Rate program, the additional equipment HCPL is seeking to procure (identified in Equipment List & Pricing table above) must be fully compatible with are existing firewall. "Compatible" means that the equipment proposed will integrate seamlessly and with minimum disruption of HCPL's network services. Vendors must warrant that the proposed equipment is fully compatible with the existing network environment. Vendor must also be an authorized reseller in good standing of the proposed equipment manufacturer.

If the vendor is an authorized reseller of the proposed equipment certification stating such must be included in the proposal and the vendor is to be in good standing.

Equipment must fulfill all the respective requirements provided in Fortinet Fortinet FortiGate 900D firewall or Equivalent Minimum Equipment Requirements table below. All equipment shall be new with full manufacturer's warranty. To ensure compatibility and minimum cost, all equipment provided must be from the same manufacturer.

Pricing must be valid for a period of no less than 180 days from the date the RFQ is due. While HCPL intends to submit all necessary forms to the Universal Service Administrative Company (USAC) by March 20, 2019 the purchase of the equipment outlined herein will not occur until after the library's fiscal year 2020 which begins July 1, 2019.

F. Evaluation and Selection Criteria

F.1 Evaluation Committee

HCPL has established an evaluation committee who will review and score each proposal for adherence to the requirements in accordance with the criteria as described below.

F.2 Evaluation Criteria

A complete proposal is considered a submission in which all information as requested by HCPL has been supplied, areas requiring a signature have been acknowledged and all documentation requested has been submitted per the terms of this RFQ. Any proposal found to be missing any item requested in this RFQ will be considered incomplete and disqualified.

Categories and their weights are described under Section F.3.

HCPL reserves the right to award all or part of the project based solely on the best interest of HCPL as determined by the Library's CEO.

F.3 Requirements of the Proposal

The proposal must be submitted in the format as outlined below. Next to the title is the weight factor assigned to each category.

F.3.1 Total Price

50 points

The committee will award the full 50 points available to the proposal with the lowest price. The remaining proposals will receive a lower score, prorated from the lowest proposal's score.

The rates proposed will be firm for the duration of the project following the date of award.

F.3.2 Meets Requirements

40 points

Vendor will state in a complete and concise manner how they will provide the equipment or its equivalent as described in this RFQ and its compatibility with HCPL's existing equipment.

F.3.3 References/Experience

10 points

Client list and history with contact information of no less than three (3) references from accounts worked within the past three (3) years in similar size and scope to HCPL

G. Basis of Award

The firm with the highest score will be recommended for an award of contract.

HCPL reserves the right to cancel this RFQ at any time after issuance, to reject, in whole or in part, any and all offers received, to waive minor technicalities in proposals, and to negotiate with responsible offers in any manner necessary to serve its best interests.

Any necessary additions or corrections to this RFQ will be made by addenda and issued to all offerors of record. Addenda will become part of the RFQ and must be acknowledged by each offeror; failure to acknowledge any addenda shall not relieve offerors of compliance with the terms thereof. HCPL assumes no responsibility for oral instructions.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to satisfy the requirements of this RFQ.

Offerors are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions.

By submitting a proposal in response to this RFQ, the offeror accepts the terms and conditions set forth herein, unless stated otherwise.

HCPL may require offerors to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The Library may make such investigation as it deems necessary to determine the offeror's responsibility.

HCPL reserves the right to accept the best written proposal without further discussions, and may do so; thus, offerors should ensure that the initial proposals are both complete and competitively priced.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

The laws of Harford County and the State of Maryland, and where applicable, federal laws and regulations, will govern the contract awarded pursuant to this RFQ.

HCPL maintains the right to delete or insert tasks in the scope with appropriate changes in cost.

H. Proposal Content

To be considered as a complete submission respondents are required to present:

- An executive summary, not to exceed two pages, to summarize key points of the proposal and signed by an officer of the vendor responsible for committing the vendor's resources. Please provide contact information for the person to whom HCPL should

direct proposal correspondence including full name, phone number, email address and physical mailing address.

- Completed attachments A – C including product specification sheets where necessary as well as a description of all warranties on proposed equipment, parts and labor.
- Timeline of delivery once the order has been placed.
- Exclusions or exceptions – Note any equipment that is unable to be provided by the vendor and any requirements of this RFQ that is beyond the expertise of the proposing vendor.
- If applicable a reselling certificate is required.
- Completed signatures where requested.
- Acknowledgement of any addenda created.

NOTE: HCPL will not reimburse costs of preparing the proposals.

BID FORM

The undersigned, duly authorized to bind the named firm, agrees, upon receipt of acceptance of this proposal within 14 (fourteen) calendar days, to proceed to execute the contract in accordance with the proposal as accepted.

Signature _____

Type/Print Name _____

Title _____

Name of Firm _____

Address

Street

City

State

Zip

Mailing Address (if different from Street address)

Telephone

Fax _____

Email _____

If corporation, place corporate seal beside signature and state:

Name of President _____

Name of Secretary _____

Under laws of what state incorporated _____

Acknowledgement of Addenda (if applicable)

#1 _____

date

#2 _____

date

#3 _____

date

PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

D. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

E. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or offer is submitted.

F. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

G. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 et seq. of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 15, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one) ____ Maryland (domestic) corporation
____ foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:
Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT:

This Affidavit is furnished to the Purchasing Manager and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): _____

**ATTACHMENT A
RFQ L-19-02**

**CATEGORY 2 E-RATE ELIGIBLE
SYSTEM WIDE FIREWALL**

Ref	Model/Description or Equivalent	Qty.	Unit Cost	Extended Costs	E-Rate Eligible Costs	E-Rate Ineligible Costs
1	Fortinet FortiGate 900 D	1	\$	\$	\$	\$
2	FortiCare 24x7 1-Year	1	\$	\$	\$	\$
3	FortiCare 24x7 3-Year	1	\$	\$	\$	\$
3	FortiCare 24x7 5-Year	1	\$	\$	\$	\$
Totals			\$	\$	\$	\$

**ATTACHMENT B
RFQ L-19-02**

**FORTINET FORTIGATE 900 D FIREWALL
OR EQUIVALENT MINIMUM EQUIPMENT REQUIREMENTS**

Place an "X" in the meets column for each requirement. Please include product data/specification sheet with proposal.

Meets Requirements	Requirements
	Interface and Modules
	2 - Hardware Accelerated 10 GE SFP+ Slots
	16 - Hardware Accelerated GE SFP Slots
	16 - Hardware Accelerated GE RJ45 Ports
	2 - GE RJ45 Management / HA Ports
	USB Ports (1 - Client / 2 - Server)
	1 - Console Port
	Minimum 1x 256 GB SSD Onboard Storage
	0 - Included Transceivers
	System Performance — Enterprise Traffic Mix
	Minimum 4 Gbps IPS Throughput
	Minimum 4 Gbps NGFW Throughput
	Minimum 3 Gbps Threat Protection Throughput
	System Performance and Capacity
	IPv4 Firewall Throughput (1518 / 512 / 64 byte, UDP) 52 / 52 / 33 Gbps
	IPv6 Firewall Throughput (1518 / 512 / 86 byte, UDP) 52 / 52 / 33 Gbps
	Firewall Latency (64 byte, UDP) 3 μ s
	Firewall Throughput (Packet per Second) 49.5 Mpps
	Concurrent Sessions (TCP) 11 Million
	New Sessions/Second (TCP) 280,000
	Firewall Policies 10,000
	IPsec VPN Throughput (512 byte) 1 25 Gbps
	Gateway-to-Gateway IPsec VPN Tunnels 2,000
	Client-to-Gateway IPsec VPN Tunnels 50,000
	SSL-VPN Throughput 3.6 Gbps
	Concurrent SSL-VPN Users (Recommended Maximum, Tunnel Mode) 10,000
	SSL Inspection Throughput (IPS, avg. HTTPS) 3 3.9 Gbps
	SSL Inspection CPS (IPS, avg. HTTPS) 3 2,400
	SSL Inspection Concurrent Session (IPS, avg. HTTPS) 3 800,000
	Application Control Throughput (HTTP 64K) 2 10 Gbps
	CAPWAP Throughput (1444 byte, UDP) 11 Gbps

	Virtual Domains (Default / Maximum) 10 / 10
	Maximum Number of Switches Supported 64
	Maximum Number of FortiAPs (Total / Tunnel) 1024 / 512 or Equivalent
	Maximum Number of FortiTokens 1,000 or Equivalent
	Maximum Number of Registered Endpoints 2,000
	High Availability Configurations Active-Active, Active-Passive, Clustering

ATTACHMENT C
L-19-02

E-RATE TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1. **E-RATE CONTIGENCY.** The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, HCPL may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of HCPL.

2. **SERVICE PROVIDER REQUIREMENTS.** HCPL expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
 - a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
 - b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
 - c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
 - d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
 - e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019
 - f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide HCPL a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to HCPL prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in HCPL placing the vendor on an “Invoice Check” with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price (“LCP”). Further details on LCP may be obtained at USAC’s website: <http://www.usac.org/sl/serviceproviders/step02/lowest-corresponding-price.aspx>

3. SERVICE PROVIDER ACKNOWLEDGEMENTS

- l. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from HCPL and a USAC service substitution approval with the exception of a Global Service Substitutions.
- m. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- n. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- o. This offer is in full compliance with USAC’s Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

- 4. **STARTING SERVICES/ADVANCE INSTALLATION.** The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider

can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

5. **EARLY FUNDING CONDITIONS, CATEGORY 1.** There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.
 - p. Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
 - q. The Category 1 service must depend on the installation of the infrastructure.
 - r. The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
 - s. No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

6. **EARLY FUNDING CONDITIONS, CATEGORY 2.** There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.
 - t. We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

7. **INVOICING.**

- u. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). HCPL will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage HCPL will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, HCPL shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should

HCPL decide that it is in the best interest of HCPL to file a Form 472, HCPL will inform the Service Provider of its intent.

- v. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, HCPL will only be responsible for paying its non-discounted share.

8. **FCC/SLD AUDITABILITY.** The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. HCPL, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

9. **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION.** During the term of any Agreement resulting from this RFP, HCPL may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by HCPL’s Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. HCPL shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-RATE REQUIREMENTS.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-Rate Terms and Conditions, am fully compliant and intend to cooperate with the E-Rate process as outlined above.

Signature	Email Address
Title	Telephone Number
Service Provider Name	Fax Number