



Anti-Malware/Anti-Ransom Software

Contact Information:

Gordon County
Attn: Purchasing Director
201 North Wall Street
Calhoun, Georgia 30701

mvaughn@gordoncounty.org

TABLE OF CONTENTS

1.0	Overview.....	3
1.1	Submission	3
1.2	Communication with Gordon County	4
1.3	Award	4
1.4	Payment Terms	5
1.5	Terms and Conditions.....	6
1.5	General Proposer information	8
2.0	Current Environment	10
3.0	Tentative Calendar of Events.....	11
4.0	Scope of Work	12
5.0	Evaluation	13
6.0	Proposal Response Requirements.....	15
7.0	Cost Summary Sheet	16
8.0	Reference Sheet	17
9.0	Installation and conversion schedule and work plan sheet	18
10.0	Forms	19
10.1	Acceptance of Terms of this Agreement	19
10.2	Non-Collusion Affidavit of Prime Proposer.....	20

1.0 Overview

Gordon County is seeking software tool and services to monitor and detect advanced malware/ransomware/internal threats on approximately 300 Windows endpoints/workstations and 50 windows servers. The software should have minimal impact on endpoint/workstation performance and bandwidth consumption.

Vendors are invited to provide a written proposal for a comprehensive, fully integrated set of software to prevent/isolate/report/identify malware attacks, ransom ware attacks and unusual internal user data access.

1.1 Submission

If you choose to submit a Proposal for this service and products, the County requires the vendor submit five (1) sealed original printed bid/proposal (e-mail or faxes not accepted) and one (1) electronic copy of the bid/proposal (cd or usb drive). Your sealed bid/proposal must be marked, "Anti-Malware/Anti-Ransom Software" and delivered to the Gordon County Administration Building at 201 N. Wall Street, Calhoun, Georgia 30701 **no later than 2:00 p.m. on October 2, 2019**. The receiving time at the Gordon County Administration Building 201 N. Wall Street – Calhoun, GA 30701 will be the governing time for acceptability of the Proposal.

The Proposal response shall be in the form defined in **6.0 Proposal Response Requirements**.

A pre-Proposal meeting will be held on **September 12, 2019** at 10 a.m. at Gordon County Administration Building –201 N Wall Street – Calhoun, GA 30701

Any response received after the deadline date and time shall be returned unopened. Incomplete responses may not be considered if the omissions are determined to be significant. All Proposals will be publicly opened and Proposal cost read at that time and place. You are invited to attend the opening. The submitted Proposal vendors will be posted online at www.gordoncounty.org the day after the proposal opening.

The Gordon County Board of Commissioners reserves the right to accept, or reject, any and all Proposals received and/or disregard informalities in the Proposals received. If additional information is needed, contact Martin Vaughn, Gordon County Purchasing Director mvaughn@gordoncounty.org

1.2 Communication with Gordon County

All Communications regarding this Proposal shall be communicated through Gordon County Purchasing. Telephone inquiries will not be accepted. Any questions regarding this Proposal should be submitted to Martin Vaughn via e-mail – mvaughn@gordoncounty.org. Your inquiry must contain “Malware-Ransom Software”, your company name and telephone number Information obtained from **any other source is not official and should not be relied upon.**

1.3 Award

While the County is entertaining a Proposal, it will not be bound to award the Proposal.

The County may contact and evaluate the vendor’s and any subcontractor’s references; contact any vendor to clarify response; contact any current or past users of a vendors or subcontractors services.

The County will not be obligated to accept the lowest offer but will make an award in the best interest of the County after all factors have been evaluated.

The County will be the sole judge of the successful offer. The County reserves the right to negotiate with any and all vendors. Vendors are advised that it is possible that an award may be made without discussion or any contact concerning the Proposal received. Accordingly, Proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss or revise your proposal.

1.4 Payment Terms

THE COUNTY SHALL: Pay the contractor in payments with terms of NET 30 unless cash discounts are offered for early payment. All payments other than credit card payments are in the form of a mailed check. The county will pay contractor within 10 days if contractor accepts American Express as payment and does not impose fees or misc. charges for accepting American Express.

1.5 Terms and Conditions

The successful vendor shall submit the following items within ten calendar days of written notification from the county of the proposal award:

- Proof the Vendor is an authorized corporation and is authorized to do business in the State of Georgia.
- Liability Insurance documentation of at least \$1,000.000
- There are no expressed or implied obligations for Gordon County to reimburse responding companies for any expenses incurred in preparing proposals in response to this Proposal.
- The county reserves the right to request clarifications regarding information submitted as well as request additional information from one or more parties submitting qualifications.
- By submitting qualifications, a party certifies that it has fully read and understood this Proposal, has reviewed the attached documents (if any), and has full knowledge of the nature, scope, quantity and quality of the work to be performed; the requirements of the products and services to be provided and the conditions under which the services are to be performed. Failure to do so will not relieve the successful proposing company of their obligation to enter into a contract and to completely perform the contract in strict accordance with this Proposal.
- No proposals may be withdrawn or revoked for a period of 60 days after date of proposal opening.
- Ownership of all data, materials, and documentation prepared for and submitted in response to this Proposal shall belong exclusively to Gordon County and will be considered a public record and subject to public inspection in accordance with the Georgia Open Record Act, O.C.G.A. 50-18-70 et. seq. unless otherwise provided by law.
- The Gordon County Board of Commissioners reserves the right to reject any or all proposals, call for new proposals, to waive any informalities in a proposals, and to select the qualified parties. The Gordon County Board of Commissioners reserves the right to accept, reject, and/or negotiate any and all proposals or parts of proposals deemed by the Board to be in the best interest of citizens of Gordon County.
- This Proposal shall be governed in all respects by the laws of the State of Georgia and the successful proposing parties shall comply with all applicable federal, state, and local laws and regulations.
- By submitting their qualifications, all proposing parties certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other person or party in connection with their proposals, and that they have not conferred on any Gordon County employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of value of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.

- The proposing parties specifically certify in submitting their proposals that they are not in violation of O.C.G.A. 16-10-2 and 16-10-22 for acts of bribery, and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions.
- By submitting their qualifications, all proposing companies certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and/or the federal government, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any agency of the State of Georgia or the federal government.
- The successful bidder shall not have conflicts of interest as to revenues derived from the results of transactions made on behalf of the Gordon County. No salaried officer or employee of the Gordon County and no member of the Board of Commissioners shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. The proposer further covenants that in the performance of this contract no person having such interest shall be employed to work on this project. The proposer should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest. The proposer covenants and agrees that officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFP.

1.5 General Proposer information

The County reserves the right to lease and/or purchase more or less of each item or service at the unit price offered in the Vendor's system, unless the Vendor specifically and explicitly limits the response in this regard. The County reserves the right to negotiate with vendors regarding variations to the original proposal(s) that may be in the best interest of the County. The County reserves the right to accept or reject any or all bids or proposals and to waive informalities and irregularities in bids or bidding procedures and to accept any bid determined by the Board of Commissioners to best suit and fit the needs of the county in its sole discretion.

Vendor is to review and be familiar with the enclosed proposal specifications. Failure to review the specifications will not relieve the successful vendor of an obligation to furnish all products, services and labor necessary to carry out the provisions of the contract.

The successful proposing Vendor shall not assign or transfer any interest in the contract or subcontract any part of the contract without prior written approval from the County

The signer of the Proposal must declare that the Proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal proponent.

Failure to include all information requested in this RFP is cause for rejection of the proposal.

It is expressly understood and agreed that the proposing vendor is an independent contractor at all times and for all purposes hereunder. Officers, employees or representatives of the vendor will not be deemed in any way to be, and shall not hold themselves out as; employees, servants, representatives or agents of the County and will not be entitled to any fringe benefits of the County such as, but not limited to; health and accident insurance, life insurance, longevity, economic increases or paid sick or vacation leave. The vendor will be solely responsible for payroll wages, for the withholding and payment of all income and social security taxes to the proper federal, state, and local governments and for providing workers' compensation and unemployment insurance of the Vendor

It is agreed that the successful vendor shall not assign, transfer, convey, or otherwise dispose of the contract or its rights, title or interest in any part thereof, without prior written consent by the County. The County must approve **all subcontractors providing on-site services.**

Software maintenance support will be available 24/7. Vendors will offer a yearly maintenance contract for software support to begin upon acceptance of the system and the move to a production environment. It is preferred that software maintenance annual prices quoted, barring additional modules and/or customizations purchased outside the scope of the proposal, will be firm for a minimum of three (3) years from date of acceptance. Software Maintenance and annual support shall include all minor, major version and 'namechanges' for the duration of the agreement and subsequent renewals. 'Name change' is defined as a release of a 'new' product targeted for 'similar' function to an existing product being deprecated. Support exclusions must be clearly divulged, as part of the response to the proposal and it will be assumed that if not otherwise excluded, calls for support will be considered covered by the support and maintenance agreement. It is understood that County provided workstation and server hardware failure is beyond the scope of the support and maintenance agreement.

The vendor will obtain and pay for all permits, licenses, and approvals necessary to perform the contracted services. The vendor will comply with all of the laws ordinances, rules orders, and regulations relating to performance of work.

Vendor shall indemnify, hold harmless and defend the County its officers, employees, agents and elected officials from and against any and all claims and actions brought against the County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the County, its employees, subcontractors or agents except all actions and claims arising out of the negligence of County.

Vendor will establish an Escrow Agreement ("Escrow Agreement") with a third party escrow agent acceptable to Gordon County. Within thirty days from the Effective Date of the Agreement, Vendor will add Gordon County as a beneficiary to such Escrow Agreement. In the event (i) this Agreement is terminated due to insolvency or the filing of involuntary bankruptcy proceedings pursuant to Chapter 7 of the U.S. Bankruptcy Code and (ii) Vendor no longer offers support or maintenance services for the Software (both (i) and (ii) constituting the release condition ("Release Condition") under the Escrow Agreement), the Software code deposited in accordance with the Escrow Agreement (the "Deposit Materials") shall be delivered to the County and the County shall be granted a license to use the Deposit Materials solely to repair, maintain and support the Software licensed to County pursuant to this Agreement. The license to the Deposit Materials under this Section shall terminate upon the termination or cure of the Release Condition.

2.0 Current Environment

Gordon County currently has four Windows file servers and an Active Directory infrastructure that the software awarded will need to protect. The software will reside behind our firewall and cloud gateway on a virtual server which can be either Windows or vApp based. The file servers are on separate campuses so the software engine will have to traverse a local LAN and WAN to protect all infrastructure by agent or other method. An email relay service will be provided to send alerts from the software.

3.0 Tentative Calendar of Events

Proposal Posted:	August 23, 2019
Pre-Proposal Meeting (optional) Gordon County Admin – 201 N Wall Street – Calhoun, GA 30701	September 12, 2019 at 10 a.m.
Proposal Submittal Deadline Gordon County Admin Building – 201 N Wall St. – Calhoun, GA 30701	October 2, 2019 at 2PM
Evaluation	Oct. 2 thru Oct. 15, 2019
Possible Vendor notification of award	October 16, 2019

4.0 Scope of Work

The objective of the county is to select software and services addressing the issues in Functional Checklist (see attachment 1).

5.0 Evaluation

It is the intent of the County to acquire the best system available within its budgetary means. The County will accept the proposal which, in its estimation, will best serve the interests of the County and the users, and reserves the right to award a contract that shall be best for the public good. The County reserves the right to accept or reject any or all proposals received as the result of this RFP, to negotiate with all qualified sources, and/or cancel all or part of this RFP at any time. County may request re-proposals should it be deemed in its best interest to do so. Until such time as a contract is executed with the successful proposers, the County may cancel all or any part of this RFP. The County also reserves the right to waive any irregularities and technicalities.

Awarding of a proposal will be based upon a qualifications-based selection procedure. The following evaluation criteria will be used to evaluate proposals. The evaluation criteria listed are not necessarily listed in order of importance.

- a. Qualifications
- b. Adequacy and completeness of the proposal with regard to the information provided to address
- c. System Suitability
- d. Ability to work with and advise the users as a team to best represent the interests of the citizens of Gordon County and to obtain quality services and products at a reasonable price
- e. Price

Proposer will be evaluated on the suitability of its systems with respect to the following factors:

- 1) Does the system meet all the functional needs of Gordon County
- 2) Does it provide a system that will be easy to use?
- 3) Does it provide a system that will be easy to learn?
- 4) Is the specified computer hardware/software suitable and sufficient? Will it be expandable in the future? Will it be maintainable?

Proposers are encouraged to offer system options that they believe will enhance the usability of the system for the Gordon County.

The price will be specifically evaluated on the following points:

- What is the initial cost of the system?
- What, if any, additional computer equipment will the County have to buy?
- What is the annual cost for support, maintenance, and updates?
- What is the vendor's commitment to support pricing after the first year?
- Are all updates to the software included in the support program or will some be additional cost?
- Is the software sold as a site license or will the County have to buy additional user licenses every time a user or user workstation / server is added to the system?
- Will any additional training of County's IT personnel be required?
- What is the internal cost of migrating to the selected system?
- What is the expected cost of agency and County IT resources required for ongoing support of the system?
- What will be the internal cost of training of existing personnel on a new system?
- What is the vendor's reputation among its customer base with respect to longterm costs?

6.0 Proposal Response Requirements

Company Name: _____

Authorized Proposer: _____ Date _____

The Proposal response should be in the following order. **This sheet** should be the first page of your response followed by each of the following. *Check off each of the following to insure your response is complete.*

If your response is not in the specified response format – this is reason to disqualify a proposal.

___ Part 1 - Completed Cost Summary Sheet(s) as required

___ Part 2 – Reference Sheet(s)

___ Part 3 – Completed Functional Checklist (See attached Attachment 1)

___ Part 4 - Installation schedule and work plan sheet(s)

___ Part 5 – Vendor Info

a. Company Profile

(i) Date organized.

(ii) Corporate overview

(iii) Number of Employees

(iv) Copies of the audited financial statements for each of the last three (3) years.

(v) Corporate office organization/business structure.

(vi) Statement of any previous, existing, or pending litigation for any reason brought by the company or sub-contract involved in this proposal and/or brought against the company or sub-contract involved in this proposal.

(vii) List and resumes of potential Project team members

___ Part 6 – Documentation of your software/system being proposed

___ Part 7 – Any White papers relating to the software/system being proposed

___ Part 8 – Any other Information deemed critical to your proposal

___ Part 9 – Forms

Completed Acceptance of Terms of this Agreement Sheet.

Completed Non-Collusion Affidavit

7.0 Cost Summary Sheet

Please itemize all pricing, as well as provide a full pricing summary. Please itemize installation and any yearly licensing and maintenance costs, and additional non-recurring charges. Pricing may be tiered for service or endpoint levels. Gordon County is currently seeking a one (1) year contract with a three (3) year renewal option based upon budget funding.

Software Cost: Provide purchase cost of all software needed to accomplish your proposal.

Maintenance Cost: Provide annual maintenance support cost of all software needed to accomplish your proposal.

Professional Services Cost: Provide cost for installation and training needed to accomplish your proposal.

Other Cost: Provide cost for anything else needed to accomplish your proposal.

8.0 Reference Sheet

Number of **currently up and running** installations in Georgia of the solution and **version** being proposed. _____ (Can only be the version being proposed)

Number of **currently up and running** installations Nationwide of the solution and **version** being proposed. _____ (Can only be the version being proposed)

Attach a list of entities represented by the number above – list shall have the same number of entries as above total of the 2 above. The list should have Organization Name and Installation date.

Attach a list of entities most closely fitting the size and complexity anticipated in Gordon County. A minimum of 4, they should have contact info (Name, Organization, Phone and e-mail)

9.0 Installation and conversion schedule and work plan sheet

Starting from the contract award date: Detail the installation plan for the Proposed System.

10.0 Forms

10.1 Acceptance of Terms of this Agreement

Name of Proposer: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Authorized Signature _____ Title: _____

Name Printed: _____ Date: _____

It is agreed by the above signed proposer that the signature and submission of this proposal represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

10.2 Non-Collusion Affidavit of Prime Proposer

STATE OF _____ COUNTY OF _____

I _____, being first duly sworn, depose and say that;

He is _____ of _____, the proposer that has submitted the attached proposal;

He or she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal; Such proposal is genuine and is not a collusive or sham proposal; Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposer, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Gordon County Board of Commissioners or any person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Proposer: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20__.

NOTARY PUBLIC: _____

Commission Expires: _____