



Crystal K. Kinzel

Collier County
Clerk of the Circuit Court and Comptroller
3315 Tamiami Trail East, Suite 102
Naples, Florida 34112-5324

INVITATION FOR BID

IFB 2021-004

RENEWAL FORTINET FORTICARE SUPPORT

DUE: Wednesday November 18, 2020 3:00 PM EST

Barry Sageman Purchasing Agent

ISSUE DATE: November 3, 2020

Interested Bidders/Distribution List

The Clerk of the Circuit Court of Collier County, Florida desires to receive proposals for the above-referenced IFB 2021-004 Renewal Fortinet Forticare Support Attached is captioned bid packet for the Clerk of the Circuit Court of Collier County, Florida. Bona fide bidders may submit a bid by completing the official Contract Proposal included in this bid package. All bidders should be reasonably compliant with this proposal.

Sole Point of Contact

Questions or requests for more information concerning this Invitation for Bid (IFB) may be e-mailed to C. Barry Sageman at BidQuestionsOnly@collierclerk.com Questions will only be answered by email.

DO NOT USE THIS EMAIL TO SUBMIT YOUR BID. Please put the word "QUESTION" in the subject line.

E-mailed questions should not contain any attachments.

Submittal Instructions

Bid proposal responses may be submitted either electronically through DemandStar, or physically through U.S. Mail, by courier or by hand-delivering to the address below. DemandStar requires a subscription to use their e-bidding platform.

Demandstar: www.Demandstar.com

By Mail or Courier: **Clerk of the Circuit Court and Comptroller, Collier County
ATTN: C. Barry Sageman
Administration Building
3299 Tamiami Trl E., Suite 700
Naples, FL 34112-5749**

Opening Date and Time: Wednesday, November 18, 2020 at 3:00 p.m. EST

The mailing envelope must be sealed and marked on the outside with:

IFB 2021-004 RENEWAL FORTINET FORTICARE SUPPORT

The Clerk of the Circuit Court and Comptroller of Collier County does not discriminate based on age, race, color, sex, religion, national origin or disability.

Note: All bid submittals must be received by 3:00 p.m. EST on Wednesday, November 18, 2020. Bids will be opened at 3:30 p.m. EST on Wednesday, November 18, 2020 at 3299 Tamiami Trl E., Suite 700 Naples, FL 34112.

Sincerely,

Barry Sageman
Purchasing Agent

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that bid solicitations will be received by the Clerk of the Circuit Court of Collier County until 3:00 p.m. EST on Wednesday, November 18, 2020 for **IFB 2021-004 RENEWAL FORTINET FORTICARE SUPPORT**

A copy of the bid proposal instructions and specifications may be obtained from any of the following:

- DemandStar - www.Demandstar.com
- The Clerk of the Circuit Court's website at www.CollierClerk.com
- The Office of the Clerk of the Circuit Court via email to BidQuestionsOnly@collierclerk.com

Bidders may submit a bid by completing the official Contract Proposal included in the bid package. All bids should be reasonably compliant with this proposal. Sealed bids will remain unopened until the bid officially closes.

Questions or requests for more information concerning this Invitation for Bid (IFB) may be e-mailed to C. Barry. Sageman at BidQuestionsOnly@collierclerk.com. Questions will only be answered by email Do **NOT** USE THIS EMAIL TO SUBMIT YOUR BID. Please put the word "QUESTION" in the subject line. **E-mailed questions should not contain any attachments.** Communication with any other members of the Clerk's staff regarding this IFB will be grounds for disqualification from participating in this bid.

The Clerk of the Circuit Court of Collier County does not discriminate based on age, race, color, sex, religion, national origin or disability.

All bid submittals must be received by 3:00 p.m. EST on Wednesday, November 18, 2020. Bids will be opened at 3:30 p.m. EST on Wednesday, November 18, 2020 at 3299 Tamiami Trl E., Suite 700 Naples, FL

Crystal K. Kinzel
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
COLLIER COUNTY, FLORIDA

BY: C. Barry Sageman
Purchasing Agent

Broadcast through Demandstar and www.CollierClerk.com on Tuesday, November 3, 2020

SPECIAL CONDITIONS

IFB 2021-004 RENEWAL FORTINET FORTICARE SUPPORT

PURPOSE

The purpose of this IFB is to seek competitive bids for **One Year Renewal FORTINET FORTICARE SUPPORT** for the operation of the Clerk of the Circuit Court of Collier County, Florida.

BID DOCUMENTS

The Contract Proposal and Vendor Acknowledgement must be signed and returned with your Formal Bid. **Bids received with no signed Bid Documents will not be reviewed.**

BID CONTACT

Prospective bidders are reminded that all communication regarding this solicitation **The Sole Point Contact** must go through the Purchasing Agent C. Barry Sageman. Communication with any other member of the Clerk's staff will be grounds for disqualification from participating in this bid.

QUESTIONS

Deadline for questions is **Thursday November 12, 2020**

BID OPENING

Sealed bids will be opened on Wednesday November 18, 2020 at 3:30 p.m. EST at:

**Clerk of the Circuit Court, Collier County
Administration Building
3299 Tamiami Trl E., Suite 700
Naples, FL 34112-5749**

AWARD

Award of contract shall be made to the lowest, qualified and responsive bidder meeting the specifications. The Clerk of the Circuit Court has the authority to waive irregularities and reserves the right to award/not award this contract through an approach that best serves the interest of the Clerk of the Circuit Court.

DELIVERY

All commodities not received electronically must be completely inside delivered at the Collier County Clerk of Courts, MIS Department, 3299 Tamiami Trl E., Suite 501 Naples, FL 34112-5749, or as otherwise indicated on the Clerk's Purchase order.

ALL ITEMS MUST BE PHYSICALLY RECEIVED NO LATER THAN NOVEMBER 23, 2020

CONTRACT PROPOSAL

IFB 2021-004 RENEWAL FORTINET FORTICARE SUPPORT

DATE DUE: Wednesday, November 18, 2020 at 3:00 p.m. EST

The undersigned, as bidder, hereby declares that she or he has examined the Specifications within this contract proposal and informed himself/herself fully concerning all conditions. The bidder further declares that the only persons, company or parties interested in this proposal or the contract to be entered into as principals are named herein. That this bid is made without connection with any other person, company or companies submitting a bid or proposal; and, it is in all respects fair and in good faith, without collusion or fraud.

The bidder proposes and agrees, if this proposal is accepted, to contract with the Clerk of the Circuit Court and furnish in complete accordance with the attached specifications, according to the following specifications and unit prices.

All specifications, except software, shall be construed to include an implicit or "equivalent" product. Unless otherwise specified, all items must be "new" and not refurbished. All exceptions shall be noted and explained.

When responding to bids for maintenance and/or support agreements, **formal Terms and Conditions agreements are expected to be attached to your bid.**

The products and/or services to be furnished by us are hereby declared and guaranteed to be in conformance with the specifications of the Clerk of the Circuit Court. The undersigned to agree that should this bid be accepted, to execute the form of contract and present the same to the Clerk of the Circuit Court for approval within fifteen (15) days after being notified of the awarding of the contract.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this _____ day of _____, 2020 in the county of _____ in the State of _____

Legal Business Name: _____

Circle one: Corporation, Sole Proprietorship, and Partnership

Signature: _____

Printed Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Address: _____

City, State, Zip _____

SPECIFICATIONS

IFB 2021-002 RENEWAL FORTINET FORTICARE SUPPORT

Resellers must be authorized by the manufacturer to sell Cisco products in the United States and may be asked to provide verification. “Gray- Market” or (Secondary Market) products will not be accepted your bid will not be reviewed.

ALL ITEMS BELOW SHALL.

RENEWAL ID NUMBER (contract, VIP#, etc)	S/Ns: FG1K5D3I15802558 FG1K5D3I15801386
--	--

ITEM NO.	QTY	PART NUMBER	DESCRIPTION
1.	2	FC-10-01500-950-02-12	RENEWAL - Fortinet 1500D 1-year UTM Protection (UTM), (24x7 Forticare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard NGFW Service, CF, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware (No Substitutes); CO-TERM BOTH SERIAL NUMBERS

**** INCLUDE FORMAL TERMS & CONDITIONS WITH BID SUBMITTAL ****

** Must be a Fortinet-authorized United States reseller **

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company Name: _____

FLORIDA STATUTES
CHAPTER 119 - PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Mr. Mike Sheffield

Director of Community Relations and Outreach
for the Collier County Clerk of Courts and Comptroller

3315 Tamiami Trail East, Suite 102
Naples, FL 34112-5324

P: (239) 252-6879

E: mike.sheffield@CollierClerk.com

Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and the following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

TERMS AND CONDITIONS

IFB 2021-004 RENEWAL FORTINET FORTICARE SUPPORT

- A. **SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

2. **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “Clerk”, Collier County, Clerk of the Circuit and Comptroller’s Office, owner, requestor, parties”, “bid, proposal, response, quote”.

3. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.

4. **BID FORMATTING:** Vendor should type the information onto its bid submittal to prevent errors in the evaluation. Failure to type the information may result in bid disqualification.

5. **PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.

6. **PRICES, TERMS AND PAYMENT:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Payment will be made upon completion of total order. No partial payments will be made without proper authorization. Payment will be made in accordance with this order and in compliance with Section 218.7F.S., otherwise known as the 'Prompt Payment Act'. Corrections or price adjustments must be authorized by the Purchasing Agent prior to the shipment of goods
 - A. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern. Corrections or price adjustments must be authorized by the Clerk's Office prior to shipment of goods.

 - B. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices

shall include standard commercial packaging. Defective goods will be promptly returned at Vendor's expense and credit taken.

C. SAFETY STANDARDS: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

D. UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.

10. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday. Unless otherwise specified, all prices are to be FOB-Destination. It is agreed that goods delivered shall comply with all Federal, Florida State, or Local laws relative thereto, and that the Vendor shall defend actions or claims brought and save harmless the buyer from loss, cost, or damage by reason of actual or alleged infringements of letter patent.

11. ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing Agent such interpretation in writing. To be considered, such request must be received 10 calendar days prior to the bid opening. Request must reference the date of bid opening, bid title, and bid number. Failure to comply with this condition will result in bidders waiving their rights to dispute the proposal. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the Clerk's website and DemandStar.com not later than (3) days prior for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract document.

12. CONE OF SILENCE: "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation to Bid (IFB), or other competitive solicitation between: Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and The Clerk and all Clerk employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The Clerk shall not be responsible for oral interpretations given by any Clerk employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- 13. AWARDS:** As the best interest of the Taxpayer, the Clerk of Court reserves the right to cancel any portion of this Invitation for Bid, thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.
- 14. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the Office of Clerk of The Circuit Court by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
- 15. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood 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.
- 16. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.
- 17. ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Purchasing Agent.
- 18. LIABILITY:** The supplier shall hold and save the Office of The Clerk, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
- 19. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 20. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.
- 21. PROPOSAL PROTESTS:** The Clerk Office has formal protest procedures that are available upon request.

The Invitation for Bid is authorized under direction of Collier County Clerk of Courts and

Comptroller by:

Barry Sageman,

Purchasing Agent

VENDOR ACKNOWLEDGEMENT

IFB 2021-002 RENEWAL FORTINET FORTICARE SUPPORT

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your bid proposal.

Responder should check off each of the following items as the necessary action is completed:

- The proposal has been signed.
- The proposal prices offered have been reviewed.
- If bid is for maintenance/support, terms and conditions have been attached.
- The price extensions and totals have been checked.
- The payment terms have been indicated.
- Any required drawings, descriptive literature, etc. have been included.
- Any delivery information required is included.
- If required, the amount of bid bond or cashier's check has been included.
- Any addenda have been signed and included.
- If submitting electronically, submit through DemandStar www.Demandstar.com.
- If submitting by U.S. Mail, by courier or in person, deliver to:

Clerk of the Circuit Court and Comptroller, Collier County
ATTN: C. Barry Sageman
Administration Building
3299 Tamiami Trl E., Ste. 701
Naples, FL 34112-5749

- The mailing envelope must be sealed and marked with:

IFB Number/Title: **IFB 2021-004 RENEWAL FORTINET FORTICARE SUPPORT**

Opening date: **3:00 p.m. EST, Wednesday, November 18, 2020**

- The sealed response will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise bid will be rejected.)

ALL COURIER DELIVERIES MUST HAVE THE IFB NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Company Name _____

Signature & Title _____

Typed Name _____

Date _____

NON-BIDDER'S RESPONSE
IFB 2021-004 RENEWAL FORTINET FORTICARE SUPPORT

For purposes of maintaining an accurate bidder's list and facilitating your firm's response to our request for proposal, we are interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids.

If your firm is **not responding to this IFB**, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form via email to Barry Sageman at BidQuestionsOnly@collierclerk.com.

We are not responding to this invitation for bid for the following reason(s):

- Materials or services requested not manufactured by us or not available from our company;
- Our items or materials do not meet specifications. The specifications were (check one);
 - Not clearly understood
 - Too vague
 - Quantities too small
 - Not applicable
 - Too rigid
 - Other _____
- Insufficient time allowed for preparation of response;
- Incorrect address used. Please correct mailing address;

Other reason(s): _____

Name of Firm: _____

Mailing Address: _____

City, State, Zip: _____

E-Mail: _____

Website: _____

Phone: () _____ FAX: () _____

By: _____

Signature of Representative

Print Name: _____

THIS PAGE INTENTIONALLY LEFT BLANK