



Chicago Metropolitan Agency for Planning

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July 23, 2018

INVITATION for BIDS No. 197 TWO FIREWALLS BUNDLED WITH UPDATES, TECHNICAL SUPPORT AND WARRANTIES

The Chicago Metropolitan Agency for Planning (CMAP) is inviting bids from interested vendors for **two Fortinet FortiGate 500E firewalls with Enterprise Security 24/7 bundles, or equivalent**, as described in the enclosed Invitation for Bids (IFB). Interested vendors are encouraged to prepare bids according to the specifications table and submit them to CMAP.

If your firm sells bundled firewalls that meet the requested specification, CMAP would appreciate receiving your submission as indicated in the IFB. The deadline for responding to the IFB is 3:00 p.m. on **August 3, 2018**

Thank you, and if you have any questions, please call me at (312) 386-8756.

Sincerely,

Penny Dubernat
Procurement Officer

Enclosure

**INVITATION for BIDS No. 195
TWO FIREWALLS BUNDLED WITH UPDATES, TECHNICAL SUPPORT AND WARRANTIES**

*The Chicago Metropolitan Agency for Planning (CMAP) invites consultants to submit proposals for **IFB 197 for Two Firewalls Bundled with Updates, Technical Support and Warranties**, as described in this scope of work. Please read each section carefully for information regarding the proposal and submittal instructions*

SECTION 1: Scope of Project and Procurement Details

CMAP is a small government agency of 130 employees located in downtown Chicago.

Scope of Services

CMAP is interested in procuring a pair of Fortinet Fortigate 500E Next Generation Firewalls with Fortinet Enterprise Bundle (1, 3, or 5 years), or equivalent. The firewalls will be deployed in a high availability failover configuration on the agency's Internet perimeter located at its Chicago office.

This procurement will include:

- All hardware needed to deploy a high-availability active/passive next generation firewall solution
- All subscriptions needed to maintain next generation functionality/services
- A warranty for 24/7 technical support and next-day replacement

This procurement will NOT include professional services for planning, implementing, or maintaining the next generation firewall solution.

Specifications

CMAP is looking for a unified threat management (UTM) next generation firewall (NGFW) solution that provides features and performance similar to the specifications listed.

Security Features

- NGFW Application Control
- Anti-malware, advanced threat prevention
- Intrusion Detection System (IDS)
- Intrusion Prevention System (IPS)
- Category-based content web filtering
- Cloud Sandboxing
- Antivirus
- Mobile Security
- IP Reputation & Anti-botnet
- Antispam
- Denial of Service Protection (DOS)
- Cloud access security inspection
- Anti-Spam
- Client Virtual Private Network (VPN) access
- Data Loss Prevention (DLP)
- Client compliance features

The specifications for a Fortinet FortiGate 500E are listed in the table below. CMAP is interested in procuring two (2) Fortinet FortiGate 500E firewalls, or equivalent. A vendor proposing a firewall solution that is not a Fortinet FortiGate 500E firewall should identify the specifications for the equivalent device in the "Proposed Specifications" column of the tables in Attachment 1-Proposed Specifications.

Performance and Capacity

IPv4 Firewall Throughput (1518 / 512 / 64 byte, UDP)	36 / 36 / 32 Gbps
IPv6 Firewall Throughput (1518 / 512 / 64 byte, UDP)	36 / 36 / 32 Gbps
Firewall Latency (64 byte, UDP)	2 µs
Firewall Throughput (Packet per Second)	33 Mpps
Concurrent Sessions (TCP)	8 Million
New Sessions/Second (TCP)	300,000
Firewall Policies	10,000
IPsec VPN Throughput (512 byte, AES256-SHA256)	20 Gbps
Gateway-to-Gateway IPsec VPN Tunnels	2,000
Client-to-Gateway IPsec VPN Tunnels	50,000
SSL-VPN Throughput	5 Gbps
Concurrent SSL-VPN Users (Recommended Maximum)	500
SSL Inspection Throughput (IPS, HTTP, TLS v1.2 with AES256-SHA256)	6.8 Gbps
CAPWAP Throughput (1444 byte, UDP)	18 Gbps
Virtual Domains (Default/Maximum)	10 / 10
Maximum Number of Switches Supported	48
Maximum Number of Registered Endpoints	2,000
High Availability Configurations	Active-Active, Active-Passive, Clustering

Interfaces and Modules

10 GE SFP+ Slots	2
GE RJ45 Interfaces	8
GE SFP Slots	8
GE RJ45 Management Ports	2
USB (Client / Server)	1 / 2
RJ45 Console Port	1
Local Storage	
Included Transceivers	2x SFP (SX 1 GE)

Power

Power Consumption (Average / Maximum)	95 W / 193 W
Power Source	100–240V AC, 60–50Hz
Current (Maximum)	6A

Certifications

Certifications: ICSA Labs	Firewall, IPsec, IPS, Anti-virus, SSL-VPN; USGv6/IPv6
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Device and Software Licensing

All licensing required for a two device, next generation firewall solution configured as high-availability active/passive must be included in the bid.

Updates Subscription

CMAP requires near real-time updates to security features such as threat and reputation databases. All subscription costs must be included in the bid.

Warranty

CMAP requires 24/7/365 4-hour technical support and next-day replacement support. All warranty costs must be included in the bid.

Pricing and Bundles

CMAP is interested in pricing for two complete firewall solutions, including hardware, security update subscriptions, technical support and warranties for one (1), three (3), or five (5) years. This pricing should be presented as 1, 3, and 5 year all-inclusive Fortinet Enterprise bundles, or equivalent. Please complete **Attachment 2**.

Device Information

The bidder must provide devices details for the proposed device and the proposed bundles in the spreadsheet provided. The bidder must specify if the device meets the specifications provided in the spreadsheet provided or the alternative specifications. Please complete **Attachment 1**.

Timetable

July 23 2018: Issue IFB
August 3, 2018: Deadline for submission of bids

Evaluation Criteria

All responses to this invitation for bids will be analyzed for completeness and compliance with the requirements in Attachment 1. The following criteria will be used in evaluating submissions:

1. Cost to CMAP.

SECTION 2: Submittal Requirements

Bids must be on or before 3:00 p.m. August 3, 2018

Bid documents should be submitted in the order presented:

1. Complete and sign Attachment 1-Proposed Specifications, including any supporting documentation and Attachment 2-Price Proposal Form

Submission of Bids

Bids must be submitted to CMAP no later than 3:00 p.m. on Friday, August 3, 2018. The bid should be submitted electronically to procurements@cmapp.illinois.gov.

There will be no public opening for this IFB. Late submissions will be rejected. Questions may be referred to Penny DuBernat, (312) 386-8756 or Email: pdubernat@cmapp.illinois.gov.

SECTION 3: Contractual Agreement and Rights

Contractual Agreement

The contract CMAP anticipates awarding as a result of this IFB will include the General Provisions included in Section 4 below.

Reservation of Rights

CMAP reserves the following rights if using them will be more advantageous to CMAP:

- 1) Withdraw this IFB at any time without prior notice.
- 2) Accept or reject any and all submissions, or any item or part thereof
- 3) Postpone qualifications due date.

- 4) Not award a contract to any submitter responding to this IFB.
- 5) Award a contract without negotiations or discussions.

Vendors who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the vendor shall be presumed to be unable to meet the requirements in Attachment 1. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

SECTION 4: General Provisions

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1) Complete Agreement.

- a) This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Consultant and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b) Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the IFB on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Consultant in response to said IFB; and (4) any other documents cited or incorporated herein by reference.
- c) CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the Consultant or to future performance of such terms or conditions and Consultant's obligation in respect thereto shall continue in full force and effect. Consultant shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the Consultant to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- d) CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
- e) Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particulars of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Consultant shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Consultant for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Consultant for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

- f) Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
- g) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
- 2) Chicago Metropolitan Agency for Planning Designee. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
- 3) Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- 4) Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. CONTRACTOR will be notified in writing of the failure of appropriation or of a reduction or decrease.
- 5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
- 6) Method of Payment.

Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:

- a) Based on services performed, CONTRACTOR may submit invoices as frequently as once a month, but is required to submit invoices no later than fifteen (15) days after the end of each quarter. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the CONTRACTOR cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

accounting@cmapp.illinois.gov

All invoices shall be signed by an authorized representative of the CONTRACTOR

- b) Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated

prior to its acceptance and processing. All invoices for services performed and expenses incurred by CONTRACTOR for the services of this Agreement must be presented to CMAP no later than fifteen (15) days after the end of this Agreement. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

- c) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each contractor, if applicable, an itemization of travel and other costs which are chargeable to the contract, if applicable and the following certification by an official authorized to legally bind the CONTRACTOR:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- d) The CONTRACTOR is required to pay all subcontractors within thirty days of receiving payment for that portion of the work from CMAP. Failure to pay subcontractors within thirty days may jeopardize future CMAP contract awards.

- 7) Compliance with Registration Requirements. The CONTRACTOR shall be registered with the Federal System for Award Management (SAM) and have a valid DUNS number. It is the CONTRACTOR'S responsibility to remain current with these registrations and requirements. If the CONTRACTOR'S status with regard to any of these requirements change, the CONTRACTOR must notify CMAP immediately.

- 8) Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.

- 9) Suspension. If the CONTRACTOR fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the CONTRACTOR, suspend the Agreement and withhold further payments or prohibit the CONTRACTOR from incurring additional obligations of funds pending corrective action by the CONTRACTOR. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the CONTRACTOR in writing that the Agreement has been terminated by reason of default in accordance with paragraph 14 hereof. CMAP may determine to allow such necessary and proper costs which the CONTRACTOR could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

- 10) Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice

(delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.

- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the CONTRACTOR is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
 - c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the CONTRACTOR'S default. If Termination by Default is effected by the CONTRACTOR, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the CONTRACTOR for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to termination.
 - d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the CONTRACTOR shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.
 - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - f. In the event the CONTRACTOR must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
- 11) Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the CONTRACTOR arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
- 12) Equal Employment Opportunity. The CONTRACTOR will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The CONTRACTOR shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The CONTRACTOR shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13) Assignment.

- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
- b. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the Contractor from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

14) Subcontracts.

- a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

15) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the CONTRACTOR pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the Contractor from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP.

16) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

17) Workers' Compensation Insurance. The Contractor and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with the contract.

18) Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers' compensation insurance and similar matters.

19) Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders,

rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the Contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.

- 20) Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

- 21) International Boycott. Contractor certifies that neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

- 22) Forced Labor. Contractor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).