

# Sophos Antivirus Renewal for 2019-2020 Invitation for Bids # TS-19-03

General Information			
Project Cost Estimate	Not Applicable	Not Applicable	
Evaluation of Proposals	Staff	See Section 1.7	
Question Due Date	October 7, 2019	See Section 1.8	
Proposals will be accepted until	2:00 p.m. on October 15, 2019	See Section 1.8	

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

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# **ATTACHMENTS**

Attachment A: Contact Information Form

Attachment B: Non-Collusive Affidavit

Attachment C: Proposer's Qualifications Statement

Attachment D: Sample Insurance Certificate

### **SECTION 1 - INSTRUCTIONS**

#### **1.1 NOTICE**

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

# IFB # TS-19-03 "Sophos Antivirus Renewal for 2019-2020"

Solicitations may be obtained from the City of Pembroke Pines website at <a href="http://www.ppines.com/index.aspx?NID=667">http://www.ppines.com/index.aspx?NID=667</a> and on the <a href="www.BidSync.com">www.BidSync.com</a> website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at <a href="mailto:purchasing@ppines.com">purchasing@ppines.com</a>. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, October 15, 2019.** Proposals must be **submitted electronically at <u>www.BidSync.com</u>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

### 1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide the requested Sophos Licenses for the City of Pembroke Pines, in accordance with the terms, conditions, and specifications contained in this solicitation.

#### 1.3 SPECIFICATIONS

The City is seeking prices for the following:

Part Number	Description	Qty	<b>Coverage Dates</b>
CAEJ1GTAA-CPP	CENTRAL INTERCEPT X ADVANCED CLDS	850	17-OCT-2019 -
	WITH EDR, 500-999U 12 MO RENEW GOV		16-OCT-2020
CAMK1CSAA-CPP	1YR CENTRAL EMAIL ADVANCED CLDS, 1000-	1,000	17-OCT-2019 -
	1999U-CITY OF PREMBROKE PINES		16-OCT-2020
PCBZTCCAA-CPP	2HR BASIC PROFESSIONAL SVC SVCS CLOUD-	1	17-OCT-2019 -
	CITY OF PEMBROKE PINES		16-OCT-2020
CSIG1GSAA-CPP	CENTRAL INTERCEPT X ADVANCED CLDS SVR	50	17-OCT-2019 -
	WITH EDR 50-99 SVR 12MO GOV-CITY OF		16-OCT-2020
	PEMBROKE PINES		

No substitutes, equivalences or alternate bids will be accepted.

#### 1.4 PROJECT TIMELINE

Products shall be delivered within thirty (30) calendar days of the City's issuance of a Purchase Order.

#### 1.5 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through <a href="https://www.bidsync.com">www.bidsync.com</a> as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

#### 1.5.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through <a href="https://www.bidsync.com">www.bidsync.com</a> as part of the bidder's submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

#### 1.5.2 Attachment B: Non-Collusive Affidavit

#### 1.5.3 Attachment C: Proposer's Qualifications Statement

### 1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and resubmit the forms each time they bid on a City project.

# Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

#### 1.6.1 Vendor Information Form

#### 1.6.2 Form W-9 (Rev. October 2018)

a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

#### 1.6.3 Sworn Statement on Public Entity Crimes Form

### 1.6.4 Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer <u>WILL NOT</u> qualify for Local Vendor Preference based on their sub-contractors' qualifications.

### 1.6.5 Local Business Tax Receipts

### 1.6.6 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer <u>WILL NOT</u> qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

### 1.6.7 Equal Benefits Certification Form

# 1.6.8 Vendor Drug-Free Workplace Certification Form

#### **1.6.9 Scrutinized Company Certification**

# 1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

### 1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	September 24, 2019
Question Due Date	October 7, 2019
Anticipated Date of Issuance for the	Octobor 0, 2010
Addenda with Questions and Answers	October 9, 2019
Proposals will be accepted until	2:00 p.m. on October 15, 2019
Proposals will be opened at	2:30 p.m. on October 15, 2019
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to	TBD
City Commission award	IDD

#### 1.9 SUBMISSION REQUIREMENTS

Bids/proposals <u>must be submitted electronically</u> at <u>www.bidsync.com</u> on or before 2:00 p.m. on October 15, 2019.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. <u>Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.</u>

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE <u>DO NOT</u> SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

### **SECTION 2 - INSURANCE REQUIREMENTS**

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

**CERTIFICATES OF INSURANCE,** reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

#### 2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:
  - 1. Each Occurrence Limit \$1,000,000
  - 2. Fire Damage Limit (Damage to rented premises) \$100,000
  - 3. Personal & Advertising Injury Limit \$1,000,000
  - 4. General Aggregate Limit \$2,000,000
  - 5. Products & Completed Operations Aggregate Limit \$2,000,000 (mostly for construction or equipment sold to the CITY)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

- B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:
  - 1. Workers' Compensation : Coverage A Statutory
  - 2. Employers Liability: Coverage B \$500,000 Each Accident

\$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

#### 2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability polices required herein

- 2. Waiver of all Rights of Subrogation against the CITY
- 3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 4. CONTRACTORs' policies shall be Primary & Non-Contributory
- 5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

# SECTION 3 - GENERAL TERMS & CONDITIONS

# 3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

#### 3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

#### 3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

# 3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. Questions received after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact they BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at <a href="mailto:purchasing@ppines.com">purchasing@ppines.com</a>.

# 3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.

Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

#### 3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

#### 3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening. unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

#### 3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

#### 3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

#### 3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

#### 3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

#### 3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

#### 3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

#### 3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

#### 3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

#### 3.16 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a supplier, subcontractor, or contractor, 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."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

#### 3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

#### 3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

#### 3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of warrant such determination. violations Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. non-submission The of anv documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

#### 3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

# 3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

# 3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

# 3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for construction or repairs on a public building or public work, the entity shall:

(a) Open the sealed bids at a public meeting.

- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for "**construction or repairs on a public building or public work**" the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

# 3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise No premiums, rebates or specified. gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

#### 3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

#### 3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under Successful the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

#### 3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

#### 3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

# 3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.

#### 3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statue 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
- 2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.



Attachment A

### **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH "TS-19-03" titled "Sophos Antivirus Renewal for 2019-2020" attached hereto as a part hereof, the undersigned submits the following:

#### A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through <a href="www.bidsync.com">www.bidsync.com</a> as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:	
COMPANY:	
STREET ADDRESS:	
CITY, STATE & ZIP CODE:	
PRIMARY CONTACT FOR THE PROJECT:	
NAME: TITLE:	
E-MAIL:	
TELEPHONE: FAX:	
AUTHORIZED APPROVER:	
NAME: TITLE:	
E-MAIL:	
TELEPHONE: FAX:	
SIGNATURE:	
B) Proposal Checklist	
Did you make sure to submit the following items, as stated in section 1.5 "Prop	ocal Requirements" of the hid
package?	osai requirements of the old
1. Attachment A - Contact Information Form	Yes
2. Attachment B - Non-Collusive Affidavit	Yes 🗆
W-9 (Rev. October 2018)	Yes
3. Attachment C - Proposer's Completed Qualification Statement	Yes 🗆

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes
Form W-9 (Rev. October 2018)	Yes
Sworn Statement on Public Entity Crimes Form	Yes
Local Vendor Preference Certification	Yes
Local Business Tax Receipts	Yes
Veteran Owned Small Business Preference Certification	Yes
Equal Benefits Certification Form	Yes
Vendor Drug-Free Workplace Certification Form	Yes
Scrutinized Company Certification	Yes

# C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Part Number	Description	Qty	Coverage Dates	<b>Total Cost</b>
CAEJ1GTAA-CPP	CENTRAL INTERCEPT X ADVANCED	850	17-OCT-2019 -	Price to be
	CLDS WITH EDR, 500-999U 12 MO		16-OCT-2020	<b>Submitted</b>
	RENEW GOV			Via
				<b>BidSync</b>
CAMK1CSAA-CPP	1YR CENTRAL EMAIL ADVANCED	1,000	17-OCT-2019 -	Price to be
	CLDS, 1000-1999U-CITY OF PEMBROKE		16-OCT-2020	<b>Submitted</b>
	PINES			Via
				<b>BidSync</b>
PCBZTCCAA-CPP	2HR BASIC PROFESSIONAL SVC SVCS	1	17-OCT-2019 -	Price to be
	CLOUD-CITY OF PEMBROKE PINES		16-OCT-2020	<b>Submitted</b>
				Via
				<b>BidSync</b>
CSIG1GSAA-CPP	CENTRAL INTERCEPT X ADVANCED	50	17-OCT-2019 -	Price to be
	CLDS SVR WITH EDR 50-99 SVR 12MO		16-OCT-2020	<b>Submitted</b>
	GOV-CITY OF PEMBROKE PINES			Via
				<b>BidSync</b>



Attachment B

# **NON-COLLUSIVE AFFIDAVIT**

BIDDER is the ,	
(Owner, Partner, Officer, Representative or Agent)	
BIDDER is fully informed respecting the preparation and contents of the at circumstances respecting such Bid;	tached Bid and of all pertinent
Such Bid is genuine and is not a collusive or sham Bid;	
Neither the said BIDDER nor any of its officers, partners, owners, agents, r interest, including this affidavit, have in any way colluded, conspired, c indirectly, with any other BIDDER, firm or person to submit a collusive Contract for which the attached Bid has been submitted; or to refrain from Contract; or have in any manner, directly or indirectly, sought by agreen communications, or conference with any BIDDER, firm, or person to find Bid or any other BIDDER, or to fix any overhead, profit, or cost element any other BIDDER, or to secure through any collusion conspiracy, contradvantage against (Recipient), or any person interested in the proposed.  The price of items quoted in the attached Bid are fair and proper and are no connivance, or unlawful agreement on the part of the BIDDER or any or	onnived or agreed, directly or or sham Bid in connection with the om bidding in connection with such ment or collusion, or at the price or prices in the attached of the Bid Price or the Bid Price of hivance, or unlawful agreement any Contract;
owners, employees or parties in interest, including this affidavit.	ther or its agents, representatives,
Printed Name/Signature	
Tid	
Title	
Name of Company	



# Attachment C

# **PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

Name, address, and telephone number of surety company and agent who will provide the required bonds on the contract:
Have you ever failed to complete work awarded to you. If so, when, where and why?
Have you personally inspected the proposed WORK and do you have a complete plan for its performance?
Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) the will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).
The foregoing list of subcontractor(s) may not be amended after award of the contract without the price written approval of the Contract Administrator, whose approval shall not be reasonably withheld.
List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include the description the disposition of each such petition.
List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s)

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

10/15/2019	Attachment C - Proposers Qualifications Statement
List and de	escribe all criminal proceedings or hearings concerning business related offenses in which the
	ser, its principals or officers or predecessor organization(s) were defendants.
•	
	n Original provider sales representative distributor, broker, manufacturer other, of the
Commodit	ies/services proposed upon? If other than the original provider, explain below.
Have you explain:	ever been debarred or suspended from doing business with any governmental agency? If yes, please
	the firm's local experience/nature of service with contracts of similar size and complexity, it the hree (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)	_
(D: 4 1N /C: 4	
(Printed Name/Signature)	

ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD[YY)	
PRODUCER  THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OF ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW						
			INSURERS	AFFORDING COVER	AGE	
YOUR COMPAN	Y NAME HERE	INSURER A: INSURER B, INSURER C, INSURER D, INSURER D,	Com	panies providi	ng coverage	
COVERAGES  THE POLICIES OF INSURANCE LISTED BI	ELOW HAVE BEEN ISSUED TO THE IN	SLIDED NAMED AL	BOVE EOD THE DO	LICY BEDIOD INDICATED	NOTWITHSTANDING	
ANY REQUIREMENT TERM OR CONDITION MAY PERTAIN THE INSURANCE AFFORD POLICIES. AG6REGATE LIMITS SHOWN I	ION OF ANY CONTRACT OR OTHER DED BY THE POLICIES DESCRIBED HI	DOCUMENT WITH EREIN IS SUBJEC	H RESPECT TO WE	HICH THIS CERTIFICATE	MAY BE ISSUED OR	
INSR LTR TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIP	MITS	
GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  CLAIMS MADE  OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:	Must Include Ge	eneral Lia	bility	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$	
policy project loc						
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	SAI	MPLE C	ERTIFIC	CATE		
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
ANY AUTO				OTHER THAN AUTO ONLY:  EA AC	·	
DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS E	R	
				E.L. DISEASE - EA EMPLOY E.L. DISEASE - POLICY LIMI	·	
OTHER  DESCRIPTION OF OPERATIONS/LOCATIONS/VEHIC	Certificate mus	t contain w	ording sim	lar to what app	pears below	
"THE CERTIFICATE HOLD	ER IS NAMED AS ADDITION	NALLY INSUF	RED WITH RE	GARD TO GENER	AL LIABILITY"	
CERTIFICATE HOLDER ▼ ADDITIO	ONAL INSURED; INSURER LETTER:	CANCELLAT	ION			
City of Pembroke Pines					IL 30 DAYS WRITTEN	
601 City Center Way	City Must Bo	e Named	as Certific	ate Holder	EFT.	
Pembroke Pines FL 3302	25	AUTHORIZED RE	PRESENTATIVE			

Attachment D: Sample Insurance Certificate





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📝 Schedule ਁ Task 🗐 Note

#### Vendor view of bid

Bid #TS-19-03 - Sophos Antivirus Renewal For 2019-2020 😿 🕫 🕸

Time Left Bid has ended.

**Bid Started** Sep 24, 2019 1:49:31 PM EDT **Notifications** Report (Bidder Activity)

**Bid Ended** This bid closed on Oct 15, 2019 2:00:00 PM EDT # of suppliers that viewed 61 ② (View)

Agency Information City of Pembroke Pines, FL (view agency's bids) Q & A Questions & Answers

Questions: 1

Q&A Deadline: Oct 7, 2019 8:30:00 PM EDT

**Bid Classifications Classification Codes** 

**Required Vendor** Qualifications

PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR

**Bid Regions** Regions

**Bid Contact** see contact information

**Copy Bid** Click here to copy the bid and relist it as a new bid **View Rules** Click here to change the rules for this bid.

Packet for Bid TS-19-03 [download]

Best and Final Offer: Create

#### **Approval**

**Bid Packet** 

View Approval Flow View Approval Flow

**Approval Status** Approved

#### **Bid Comments**

**Contract Duration** One Time Purchase **Contract Renewal** Not Applicable **Prices Good for** 90 days **Budgeted Amount** \$0.00 (change)

Standard Disclaimer Bids/proposals must be submitted electronically

> Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked act BID SECURITY (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

**Bid Comments** The City of Pembroke Pines is seeking proposals from qualified firms to provide the requested Sophos Licenses for the City.

**Documents** 

Select All | Select None | Download Selected



ns			
Item	Title	Offers	
TS-19-0301-01	CAEJ1GTAA-CPP	Υ	<u>Info</u>
TS-19-0301-02	CAMK1CSAA-CPP	Υ	<u>Info</u>
TS-19-0301-03	PCBZTCCAA-CPP	Υ	<u>Info</u>
TS-19-0301-04	CSIG1GSAA-CPP	Υ	<u>Info</u>

Contractor Advertisements	<u>View All Ads</u>
	There are no advertisements on this solicitation.

# Questions? Contact a BidSync representative: 800-990-9339 or email: <a href="mailto:support@bidsync.com">support@bidsync.com</a>

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#### Question and Answers for Bid #TS-19-03 - Sophos Antivirus Renewal for 2019-2020

Search

Home

Create New Question Ouestion Deadline: Oct 7, 2019 8:30:00 PM EDT

Overall Bid Questions		
Question 1 Is the incumbent also bidding?		
Is there an existing vendor providing the Sophos licensing/service? (Submitted: Sep 26, 2019 9:45:39 AM EDT)		
The vendor who was awarded the current Sophos subscription for the City was Insight. The SKU for this year's renewal is different than last year as their (Sophos) product line has changed.	<u>edit</u>	Ш
There are also additional line items on the bid (2-4 in the specifications) that are new and do not have a previously awarded vendor. (Answered: Sep 26, 2019 12:02:42 PM EDT)		
Add to Answer:		
Submit		

# Questions? Contact a BidSync representative: 800-990-9339 or email: <a href="mailto:support@bidsync.com">support@bidsync.com</a>

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