

	Sumter School District	Solicitation Number: RFQ #21-007 Date Issued: Sept. 29, 2020 Procurement Manager: Dee Cook Phone: (803) 469-6900 ext. 310 E-Mail Address: Dee.cook@sumterschools.net
	REQUEST FOR QUOTATION	

DESCRIPTION: BITDEFENDER SECURITY

<i>The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.</i>

SUBMIT YOUR OFFER TO EITHER

ATTN: Sumter School District Attn: Dee Cook 1345 Wilson Hall Road Sumter, SC 29150	PHYSICAL ADDRESS: Sumter School District Attn: Procurement Services 1345 Wilson Hall Road Sumter, SC 29150
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SUBMIT OFFER BY: **Thursday, Oct. 8th, 2020 – 10:00AM(EST)**

NUMBER OF COPIES TO BE SUBMITTED: **One copy**

CONFERENCE TYPE: N/A DATE & TIME:	LOCATION:
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AWARD & AMENDMENTS	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.sumterschools.net/site_res_view_folder.aspx?id=5a0fa798-0a2f-4832-9568-f21bb06af13c It is the responsibility of the bidder to check for amendments.
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You must submit a signed copy of this form with your offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of sixty (60) calendar days after the opening date.

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) _____ Area Code - Number - Extension Facsimile _____ E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) ____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) ____ Order Address same as Home Office Address ____ Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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MINORITY PARTICIPATION

Are you a South Carolina Certified Minority Vendor? **Yes** _____ **No** _____

If yes, South Carolina Certification # _____

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

____ In-State Office Address same as Home Office Address
____ In-State Office Address same as Notice Address (check only one)

**BID SCHEDULE
SOLICITATION**

RFQ #21-007

*BITDEFENDER
SECURITY*

Quotes shall be received by Oct. 8, 2020 @ 10:00AM

Note: The award shall be made to one responsive and responsible vendor.

Line #	Item Description	Qty	U/M	Item Qualifies for SC or US End Product Preference (Write SC or US)*	Price	Extended Price
1	ACAD BITDEFENDER GZ ADV BUS SEC 3Y	5,000	each			
2	BITDEFENDER DEPLOY CONFIG PRO SVSC	1	each			
3						
4						
	Delivery/Shipping Charges: FOB Destination Delivery					
	Total					

***Indicate whether item qualifies for a S.C. End Product Preference (SC) or U.S. End Product Preference (US). Read PREFERENCES on page 2 for instructions, when claiming preference to avoid errors. Claiming a preference you are not entitled to may have serious consequences.**

All information MUST be provided on the bid scheduled. Incomplete responses may be rejected.

Price must include all shipping/delivery charges.

Do NOT include sales tax. Applicable sales tax will be added by the District.

Company:	_____
Address:	_____
Telephone:	_____
Date:	_____
Signature of authorized official:	_____
Printed name of authorized official:	_____

Note: Protest rights are not available for this quote, per 11-35-4210(1)(d) of the District's Procurement Code. The rights and remedies granted by Section 4210(1)(d) and Section 4410(1)(b) are not available for contracts with an actual or potential value of up to fifty thousand dollars (\$50,000.00).

SUMTER SCHOOL DISTRICT
RFQ #21-007
BITDEFENDER SECURITY

SPECIAL TERMS AND CONDITIONS

1. The District reserves the right to award the bid to the lowest and/or best quality bid. The District further reserves the right to accept or reject any or all quotations.
2. Your written unit price quote is due on or before Oct. 8, 2020, 10:00AM (EST).
3. Please return the following pages: 1, 2, 3, 9, & 10

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SPECIFICATIONS

1. Supply and deliver 5,000 each - ACDA BITDEFENDER GZ ADV BUS SEC 3Y
Manufacturer part# 2760ZZBEN360Jlzz
Electronic Distribution
2. Supply and deliver 1 each – BITDEFENDER DEPLOY CONFIG PRO SVCS
Manufacturer part# 2861ZZSSNZZZZZST
Electronic Distribution
3. Product to be received within 10 days of award and issuance of a purchase order.
4. Only the products specified will be accepted. No alternates will be considered.

I. GENERAL TERMS & CONDITIONS

A. Contract Terms

The District is seeking a single vendor to provide the equipment as specified. The District requests bidders submit prices as indicated on the Bid Form (p. 3) that will be valid for a minimum of sixty (60) days. A purchase order issued by the District will represent a contract between the District and the successful bidder.

B. District or School Regulations

The Vendor and his representatives shall follow all applicable regulations while on District property, including the no smoking, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

C. Background Checks

The Vendor and all representatives of the Vendor must have an acceptable background check to enter school property. At a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder or any other entities such as subcontractors, sub-subcontractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Bidder shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the bidder. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property.

D. Conduct and Actions of Bidder's Employees

The Bidder shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

E. Drug-free Workplace

By signing and submitting a proposal, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C.Code Ann, (1976).

F. Equal Opportunity

The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, immigrant status, English speaking status, ancestry or physical handicap.

G. Illegal Immigration

The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a “services contract” with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act. (Compliance Agreement attachment, p. 10)

H. South Carolina Law

Upon award of a contract under this IFB, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state.

I. Iran Divestment Act – Certification

(a) The Iran Divestment Act List is a list published by the State Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the District to award a contract to you. (b) By signing your offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

J. Excess Costs

The Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control of both the Vendor and any approved subcontractor(s), and without the fault or negligence of either of them, the Vendor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

K. Governing Laws

All bid documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

L. Indemnification

The Vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of, or through injury (including death) to any person(s) or damage to any property to any location in which work is located arising out of or suffered through any act or omission of the Vendor(s).

M. Interpretations

If any questions arise from this solicitation, respondents must contact the District's Procurement Officer, Dee Cook (803-469-6900 or dee.cook@sumterschools.net). Any response to the respondent's request for interpretation of documents will be made by addendum if the Information Technology and Procurement Officer believe the interpretation is not clear in the solicitation. The District will not be responsible for any other explanation or interpretations.

N. Responses

All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All Offerors must be able to meet or exceed any and all requirements.

O. Right to Protest

Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Chief Procurement Officer within ten (10) days of the date of issuance of the Invitation for Bids or other solicitation documents, whichever is applicable or any amendment thereto, if the amendment is at issue.

P. Save Harmless

The successful Offeror shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing

on any patent trademark, or copyright. Offeror shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the bidder use of material furnished to the Offeror by the District.

Q. Termination

Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance notice in writing is given to the Vendor.

1. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

2. Termination for Cause

Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or to perform the services within the specified time in this contract or any extensions.

R. Site Visits

Site visits are not required for this solicitation.

S. IRS Form W-9

Offeror shall submit a completed and signed IRS Form W-9. The form and instructions can be accessed at this link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

ATTACHMENT A

**SUMTER SCHOOL DISTRICT
BUSINESS PROFILE**

Business Name _____

Address _____

Contact Person: _____ Phone: _____

Fax Number: _____ E-Mail Address: _____

Workers' Compensation on all employees? Yes () No ()

Year Business established: _____ Annual Sales (optional): _____

Number of employees: _____ Minority Owned Business? Yes () No ()

Insurance Company Name/Address:

Bank References:

List four businesses and/or schools your firm has performed work for during the past five years.

Name of Firm	Contact Person	Telephone and Address

Signature of person authorized to submit bids Title Date

ATTACHMENT B

SUMTER SCHOOL DISTRICT

South Carolina Illegal Immigration Reform Act

Compliance Agreement

The new South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a “services contract” with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law.

By signing this Agreement with Sumter School District, the contractor certifies that it will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

I hereby agree to comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008; Title 8 Chapter 14 of the S.C. Code Annotated).

COMPANY NAME

ADDRESS

BY (PRINT NAME/TITLE)

DATE

SIGNATURE