



Amendment 3

Solicitation: RFP0031-20
Date Issued: 5-22-2020
Procurement Officer: Dianna Cecala
Phone: 843-349-5207
E-Mail Address: dianna.cecala@hgtc.edu

DESCRIPTION: **Hybrid Cloud Data Protection Solution**

USING GOVERNMENTAL UNIT: **Horry Georgetown Technical College**

SUBMIT YOUR SEALED PROPOSAL TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Procurement Office
Horry Georgetown Technical College
PO Box 261966
Conway, SC 29528-6066

PHYSICAL ADDRESS:

Procurement Office
Horry Georgetown Technical College
2050 Hwy 501 E, Bldg. 100, Room 122
Conway, SC 29526

SUBMIT OFFER BY (Opening Date/Time): 5/28/2020 at 2:00 pm (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 5/21/2020 at 5:00 pm E-mail Questions to Dianna.cecala@hgtc.edu

NUMBER OF COPIES TO SUBMIT: **(6) Six hard copies - No electronic copies will be accepted.**

CONFERENCE TYPE: **Pre-Bid Discussion**

DATE & TIME: **05/11/20 1:00 p.m.**

[Join Microsoft Teams Meeting](#)

+1 864-448-0928 United States, Greenville (Toll)

Conference ID: 951 544 731#

LOCATION:

Horry-Georgetown Technical College

2050 Hwy 501 E

Conway, SC 29526

Bldg. 100, Room 107 Boardroom

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

**AWARD &
AMENDMENTS**

Intent to Award is expected to be posted on 6/12/2020. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.hgtc.edu>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

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.) (See "Notice" clause)
	<div style="text-align: right;">_____ Area Code -</div> <div style="text-align: right;">_____ Number - Extension Facsimile</div> <div style="text-align: right;">_____ E-mail</div> <div style="text-align: right;">_____ Address</div>
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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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 DO NOT APPLY***

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)). **PREFERENCES DO NOT APPLY**

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

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.hgtc.edu/purchasing>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED. [02-2A097-1]

The following questions were received pursuant to the original date and time specified on the front of the solicitation:

Questions:

1. Will the College remove the requirement of Contractor's Liability – Information and Security? Bidder will not have access to any data, as a partner will be performing the services and software.
2. Will the College amend the definition of "Acquired Items" under Indemnification – Intellectual Property to exclude third party intellectual property? Bidder is a reseller.
3. Will the College remove the Software Licenses clause? Bidder is not the IP owner of the software and cannot grant license. The software will be subject to a license agreement between the publisher and College that can be provided upon request.
4. Will the College remove the Service Provider Security Representation clause? The information provided is informational only.

After much consideration of the questions above and after reviewing legal determinations regarding indemnifications policies and liability clauses, Horry-Georgetown Technical College believes that our State facility does not have the authority to change verbiage in State approved procurement clauses. These State approved procurement clauses were issued after legal council had reviewed and rendered them appropriate.

I understand that if you are not the manufacturer of the product you are selling that you do not want to be held liable for such, but as a certified distributor and the holder of any contract between HGTC and yourselves, are terms and conditions will prevail. We do not wish to enter into a contract where a 3rd party will ask us to sign a contract with language that does not correspond with the RFP.