 THE CITADEL	Solicitation Type	Request for Proposals
	Solicitation Number	RFP 21015-SB
	Date Issued	March 4, 2021
	Procurement Officer	Scott Brechtel
	Phone	843-953-2737
E-Mail Address	sbrechte@citadel.edu	

DESCRIPTION: The Citadel is soliciting proposals to provide an integrated scoreboard and video display system that will be installed at the Johnson Hagood Football Stadium located on The Citadel campus.

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. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO THE BELOW ADDRESS	
MAILING ADDRESS:	PHYSICAL ADDRESS:
The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston, SC 29409	The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston SC 29409

SUBMIT OFFER by: **Thursday, March 25, 2021 at 2:00 PM** (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) paper copy and One (1) electronic copy on a thumb drive or CD**

QUESTIONS MUST BE RECEIVED BY: **Friday, March 12, 2021 at 2:00 PM** (See "Questions from Offerors" provision)

All questions shall be submitted in writing to the email address of the Procurement Officer listed above by the date and time specified and the subject line of the email shall read, "RFP 21015-SB Questions"

CONFERENCE TYPE: MANDATORY DATE & TIME: Thursday, March 11, 2021 @ 10:00 AM (As appropriate, see "Conferences- Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: The Citadel Johnson Hagood Stadium Corner of Hagood and Congress Streets Charleston, SC 29409
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AWARD & AMENDMENTS	Award is expected to be posted by April 2, 2021 . The award, this solicitation, any amendments and any related notices will be posted at the following web address: https://scbo.sc.gov/search
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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 sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provisions.)

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>i.e.</i> , 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
PRINTED NAME & TITLE (Name and Business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
TAXPAYER IDENTIFICATION NO.	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)

Rev 06/2020

<p>HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>_____</p> <p>Area Code - Number - Extension Facsimile</p> <p>_____</p> <p>E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)</p>
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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 - 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)

Solicitation Outline

- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. General Instructions**
 - B. Special Instructions**
- III. Scope of Work/Specifications**
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
 - A. General**
 - B. Special**
- VIII. Bidding Schedule/Cost Proposal**
- IX. Attachments to Solicitation**

I. SCOPE OF SOLICITATION

The Citadel is soliciting proposals to provide an integrated scoreboard and video display system that will be installed at the Johnson Hagood Football Stadium located on The Citadel campus.

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUCT MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and **YOUR** means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or **WE** means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has

submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

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.citadel.edu/root/procurement-vendors/solicitations> (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]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015): The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

AUTHORIZED AGENT (FEB 2015): All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004): In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH & DOLLARS (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the offeror certifies

that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php>
The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>
[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015): Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the

Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 2006): Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date/time and at the location

identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)] (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070]. (e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. (f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm

name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scmd.org/planandprepare/disasters/severe-winter-weather>
[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its

agencies, that Offeror marked as “confidential” or “trade secret” or “PROTECTED”. (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MODIFIED): If you must submit a paper modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled “OFFER ENCLOSED” on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, “Minority Business Credit.” A copy of the subcontractor’s certificate from the Governor’s Office of Small and Minority Business (OSMBA) is to be attached to the contractor’s income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor’s Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006): You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to “Vendor Search”). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004): Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

B. SPECIAL INSTRUCTIONS

BID BOND (JAN 2006): Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check. The amount of surety shall be **ten per cent (10%)** of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to the Using Governmental Unit. [02-2B010-1]

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

CONFERENCE -- PRE-BID/PROPOSAL -- MANDATORY (FEB 2015): See Conference Pre-Bid/Proposal clause. Your failure to attend the conference shall result in rejection of your offer. Attendance will be evidenced by your representative's signature on the attendance roster. [R. 19-445.2042] [02-2B020-2]

MANDATORY PRE-PROPOSAL CONFERENCE (MODIFIED):

Pre-Proposal Conference Date and Time: **Thursday, March 11, 2021 @ 10:00 am**
Location of Pre-Proposal Conference: **The Citadel, 171 Moultrie St, Charleston, SC 29409**
Johnson Hagood Stadium
Meet at the corner of Hagood and Congress Streets
@ the Citadel Bulldog statue

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page; attendance is **MANDATORY**. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will result in rejection of your proposal from consideration. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

CONTENTS OF OFFER (RFP) (MODIFIED): (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015): In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - MMO ADDRESS (JUN 2006): Any protest must be addressed to the Chief

Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us
(b) by facsimile at 803-737-0639 or
(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.
[02-2B122-1]

III. SCOPE OF WORK/SPECIFICATIONS

The Complete scope of work, including all requirements and specifications is contained in **APPENDIX C**, at the end of this document. Offerors are advised that they must provide all information requested and meet all requirements as stated both in this main RFP document and those contained in **APPENDIX C**.

INSTALLATION (JAN 2006): Contractor shall install all items acquired pursuant to this contract as follows: [3-3050-1]

The Citadel anticipates the awarded Contractor will begin project work on the contract start date listed in the intent to award notice, with substantial completion required by August 6, 2021. However, if funding for this project is not secured by The Citadel to meet this project schedule, work will not begin until late-November 2021. The Citadel will have more clarity on the status of funding for this project at the time the Intent to Award is made public.

QUALITY – NEW (JAN 2006): All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED): You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

MINORITY PARTICIPATION (DEC 2015):

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]

OFFSHORE CONTRACTING (JAN 2006): Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror’s response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

- (a) What type of work is being contracted offshore? _____
- (b) What percentage (%) of the total work is being contracted offshore? _____
- (c) What percentage (%) of the total value of the contract is being contracted offshore? _____
- (d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award. [04-4020-1]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.” [05-5005-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification

number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015): Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(D)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

EVALUATION FACTORS – PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

Company Background/References 15%

- Number of years in business
- Financial stability as evidenced by records provided
- Responses provided by references

Team Qualifications & Project Examples 50%

- Proposal demonstrates capability to complete the project on time
- Demonstrated ability and capacity to perform work based on past projects
- Proposed project team and their documented experience level
- Service tech and proximity to campus; service plan
- Quality and performance of previous work as shown by project examples

Project Schedule and Equipment Proposed 20%

- Equipment meets all requirements/specifications
- Proposed warranty and spare parts offered
- Level of integration between all system components.
- Proposed project schedule supported with Gantt Chart

Cost Proposal 15%

- Cost as compared to other offerors

VII. TERMS AND CONDITIONS

A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by

any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015): Any term or condition is void to the extent it requires

the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT & INTEREST (FEB 2015): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their

nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

B. SPECIAL

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015): (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all

situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT – SHORT FORM (FEB 2015): The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

ILLEGAL IMMIGRATION (NOV 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties’ agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, “Indemnitees” means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be

responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PERFORMANCE BOND REQUIRED – ITMO (JAN 2006): As a condition of the execution of the contract, the contractor shall supply a performance bond; certificate of deposit; cash; an unconditional, irrevocable, standby letters of credit; or marketable securities, or provide other financial arrangements whereby funds are pledged to the benefit of the State, are not under the control of the contractor, are payable to the State upon written demand to the holder of the security, and are subject to the direction of the State if any of the circumstances set forth in sub-sections below occur. This security will protect, indemnify, and save harmless the State from all costs and damages by reason of the contractor's default, breach, or failure to satisfactorily complete any of the following terms: Payment to all entities, individuals, and the like furnishing of labor or materials in connection with this contract; and/or The successful execution of the final implementation plan, including satisfactorily meeting the performance or test requirements on the dates specified in the final implementation plan and the acceptance requirements and/or Full and satisfactory performance of the ongoing obligations contained in this RFP, any amendments and any subsequent contract between the State and the contractor. In the event of any condition of breach or other circumstance, such as those set forth above, attributable to the contractor, the State shall have the right to draw against the security such sums as are necessary to make the State whole, to secure and compensate the State for substituted services or other forms of relief made necessary by the breach. Nothing herein shall be construed to mean that the security provided for herein is exclusive or constitutes any limitation or restriction on any remedies to which the State may be entitled. The security shall be for the benefit of the State, payable only to the State at its discretion pursuant to the terms of this section, shall be in the face amount of the contract and shall be non-exclusive and in addition to all other remedies available to the State under this RFP or the contract, or by law. The contractor shall establish the security not later than ten (10) days after execution of the contract, and failure to satisfy this requirement will void the contract. Any interest or other income resulting from the security shall become and remain the property and possession of the contractor and shall be payable to the contractor. The contractor may request a reduction in the security on an annual basis, no earlier than twelve (12) months after the first anniversary date of acceptance of the service, and the State's consideration of such request shall take into account performance, and likelihood of the need for future protection provided by the security to the State. [07-7B150-1]

PRICING DATA – AUDIT – INSPECTION (JAN 2006): [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant

to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. COST PROPOSAL

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit price information as a separate document. [08-8015-1]

Offerors are to provide a total, lump-sum cost for the entire turn-key project that includes all costs for equipment, labor, installation, licenses, and ALL other associated costs.

IX. ATTACHMENTS TO SOLICITATION

The following documents are attached to this solicitation:

APPENDIX A: NONRESIDENT TAXPAYER REGISTRATION INFORMATION AND AFFIDAVIT INCOME TAX WITHHOLDING

APPENDIX B: OFFEROR'S CHECKLIST

APPENDIX C: SCOPE OF WORK

APPENDIX A

Instructions for Non-Resident Taxpayer Registration

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

SC FORM I-312

Access the form via the link below:

[NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT I-312](#)

INFORMATION NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresidents Must Complete and Return Form with Offer

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue (SCDOR).

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the SCDOR.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.

However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

APPENDIX B

Offeror's Checklist

OFFEROR'S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, **not** against this checklist.
You do not need to return this checklist with your response.

APPENDIX C

REQUEST FOR PROPOSAL 21015-SB SCOPE OF WORK

JOHNSON HAGOOD STADIUM INTEGRATED SCORING, SOUND & VIDEO DISPLAY SYSTEM

Chapter 1 Overview

1.01 Introduction

The following scope of work represents the minimum requirements for the integrated scoring and video display system to be installed at Johnson Hagood Stadium on the campus of The Citadel in Charleston, SC. Offerors responding to the RFP are asked to submit proposals for the provision and complete installation of a large screen video display and sound system as described within the RFP. Vendors submitting a response must ensure that they are the manufacturer of all scoring and video displays as well as the related controllers. If this is not the case and a partnership/reseller relationship is the basis for your proposal, each company involved must be clearly detailed as part of your offer. Failure to do so may result in the elimination of your proposal from consideration.

These specifications shall establish the design criteria and set qualifying guidelines for all equipment to be provided as part of this RFP.

Firms responding to this RFP must provide pricing for installation, including pricing for the provision and installation of all items necessary to provide a complete, workable and operational system. Material or equipment required for the provision and installation of such a system, not expressly addressed in this RFP, is understood to be the responsibility of the Offeror.

1.02 Definitions

1.02.1 "Owner" shall mean The Citadel.

1.02.2 "Display(s)" shall mean large screen LED video display(s) and/or scoreboard(s)

1.03 Offeror Qualifications

The Citadel is looking to establish a long-term partnership with a scoring, sound and video vendor. In order to ensure that the company chosen has The Citadel's long-term interests in mind, the following information will be required as part of the proposal. Failure to submit to ALL of these requirements will eliminate a vendor from consideration:

- Vendor must provide financial records for the previous three (3) years
- Vendor must provide a minimum of ten (10) facilities (name of facility, photo of installation, contact name, title, address, phone number, and email address) where similar outdoor video product is currently installed. If a partnership/reseller solution was used at any of these facilities, please detail each company and the products that were used to provide the scoring/sound/video solution.
- Vendor must provide a bid bond with the proposal, valued at ten percent (10%) of total cost proposed.
- Letter of Surety from bonding agent, stating ability to provide one hundred percent (100%) Performance bond if awarded the contract.
- Attendance at the mandatory pre-proposal conference is required.
- Vendor must design the module, design and build the circuitry and circuit boards, take the core components (discreet LED, transistors, resistors, circuit boards, power supplies, etc.) to assemble and integrate the units, calibrate for uniformity, assemble into the mounting structure, and create a video processor to drive live video through the display. If vendor does not meet this requirement and has a partnership/reseller relationship, please detail the various companies that will be contributing products as part of this partnership.
- Vendor must have at least one (1) company employed technician and an authorized service company located within a four (4) hour response time of The Citadel campus to ensure the Owner has optimum maintenance response. Vendor must demonstrate that the authorized service company has been a part of their service network for a minimum of ten (10) years to prove their knowledge of the vendor's product and ensure that they will be able to provide the Owner with the necessary level of support.

1.04 Complete Response

It shall be the responsibility of the Offeror to ensure all specified equipment and scope of work requirements described in the RFP are sufficient to guarantee the Owner is supplied with a fully functional system. Equipment or scope of work responsibilities not specifically addressed in the specifications but realized by the Offeror to be essential for system installation and functionality, must be included in the proposal.

It shall be the Offeror's responsibility to research the facility's event schedule to ensure there are no scheduling conflicts regarding installation of the display components. Awarded Contractor is advised to discuss the tentative installation schedule with The Citadel's project manager to determine if work will be required on weekends or if extended shifts will be required.

1.05 General Description

The Contractor shall provide a complete, workable and operational system including all labor, equipment, tools, material, engineering, supervision, and licenses to design, manufacture and install a fully functional scoring/large-screen video display and sound system consisting of the following:

- One (1) Main Video/Scoring Display to include:
 - One (1) Center LED Video Display
 - Four (4) Side LED Video Displays
 - One (1) Stadium Sound System
 - One (1) Protective Net With Mounting Hardware
- One (1) Auxiliary Video/Scoring Display
- One (1) Video Production System
- Two (2) Delay of Game Clocks
- All necessary scoring and video controllers/processors
- All necessary assembly and attachment
- All required data cable
- All required software and licenses
- Complete spare parts package
- Complete installation of system
- Any additional components not specifically listed, but determined to be required for an operational, turn-key system

1.06 Proposal Contents

The following items must be submitted in the proposal

- Proposals shall be prepared according to the following layout:
 - Introductory Letter
 - Bid Bond that is ten percent (10%) of proposed total cost
 - Letter of Surety relating to Performance Bonding
 - Project team, including sales, project management, engineering & service technicians with years of experience and contact information
 - Offeror's Qualifications
 - Vendor must provide financial records for the previous three (3) years
 - List of recent references for similar projects (minimum of ten (10)) with name of facility, photo of installation, contact name, title, address, phone number and email address. If a partnership proposal is presented, a minimum of five (5) of these facility references must have installed the same scoring/video equipment proposed by the partnership. Each company and their products that will be involved in this partnership must be clearly noted.
 - Equipment
 - Proposed equipment drawings/renderings/cut sheets
 - Product cut sheets and technical data for each display item proposed
 - Overall dimensions of each proposed display component. Active area and visual opening dimensions of each display(s)

- Power requirement of each display component
- Warranty information.
 - Services provided as part of the required one (1) year parts and on-site labor warranty (bench labor only is not acceptable).
 - Spare parts list that includes spare parts that will be provided for each display
- Proposed timeline for completing the work (Gant Chart format).
- Detailed cost proposal

1.07 Special Instructions

Offerors shall review and be familiar with the following special instructions:

- READ THE ENTIRE RFP CAREFULLY! Change orders will not be allowed for Offeror error in estimating the cost of the project. Offerors must research the existing structural and electrical conditions of the site prior to submitting their proposal. Structural enhancements required for support of the displays, shall be solely the Offeror's responsibility. It is required that Offerors work with a structural engineer, licensed in the State of South Carolina, to certify a complete set of shop drawings upon award of contract.
- The RFP shall act as a description of the minimum display system desired by the Owner. Offerors are discouraged from offering alternatives except where specifically requested within the RFP.
- The Offeror will be responsible for obtaining all permits and licenses required to perform the work.
- The Offeror shall provide an on-site installation coordinator or superintendent to supervise all on-site work. The installation coordinator or superintendent must be a direct employee of the Offeror.

1.08 Proprietary Information

All material submitted becomes the property of The Citadel and may be returned only at their option. Proposals submitted may be reviewed and evaluated by any person at the discretion of the Owner. The Owner has the right to use any or all concepts presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right. Information provided by the Owner to the requesting vendor for the purpose of providing a response to the RFP is the property of the Owner. As such, said information is to be kept in confidence and used only for the intended use of this RFP.

1.09 Response Inclusion in Contract

The vendor's response to this RFP shall become part of the final contract negotiated with the awarded Contractor.

1.10 Project Schedule

The following list represents the intended schedule of events set for the procurement of the equipment detailed within these specifications.

- Issue RFP to vendors: 4 March 2021
- Mandatory On-Site Pre-Proposal Conference & Tour: 11 March 2021
- Vendor Questions Due: 12 March 2021
- Answers to Vendor Questions Issued: 16 March 2021
- Vendor Proposals Due: 25 March 2021
- Letter of Intent Issued to Successful Offeror: 2 April 2021
- Substantial Project Completion: 6 August 2021

Chapter 2 Video/Scoring Display Specifications

2.01 Main Video/Scoring Display

Offeror shall provide one main video/scoring display system as per Figure A. The Main Video/Scoring Display shall be a large format display consisting of one (1) center LED video display, four (4) side LED video displays and one (1) stadium sound system. Offeror will also provide one (1) protective net to cover the entire main video/scoring display system with minimum dimensions of 27' tall x 52' wide. ALL equipment must interface seamlessly with the existing locker room clocks.

2.01.1 Large Screen Video Technical Specifications

Figure A is an elevation view of the proposed videoboard for the Main Video/Scoring Display with Stadium Sound System. Offeror shall provide pricing for the center, side and auxiliary LED displays exhibiting the following properties as a minimum of performance. If the vendor's product deviates from the specifications listed below, please use the space to the right to note the exact specifications of the product being proposed. Failure to do so could result in a vendor being eliminated from consideration.

	PROPOSED
▪ Minimum Acceptable Resolution (Center Display): 528 pixels x 1032 pixels	_____
▪ Minimum Acceptable Resolution (Side Displays): 312 pixels x 264 pixels	_____
▪ Minimum Acceptable Resolution (Auxiliary Display): 144 pixels x 360 pixels	_____
▪ Minimum Active Area (Center Display): 26.4' tall by 51.6' wide	_____
▪ Minimum Active Area (Side Displays): 15.6' tall by 13.2' wide	_____
▪ Minimum Active Area (Auxiliary Display): 7.2' tall by 18' wide	_____
▪ Ability to segment video display into multiple displays (minimum of five (5))	_____
▪ Minimum Refresh Rate: 4,800+Hz	_____
▪ Minimum Calibrated Intensity: 7,000 NITS	_____
▪ Minimum Processing: 22 Bit Distributed	_____
▪ Minimum 32 Levels of Shading (manual, scheduled and automatic)	_____
▪ LED Manufacturer: Cree or Nichia	_____
▪ Minimum LED Lifetime (to half-life) 100,000 Hours	_____
▪ Data transmission to Video Display must be Fiber-Optic	_____
▪ Cooling System to be Forced Air or Air Conditioned	_____
▪ Minimum Required video inputs to be NTSC, VGA & SVGA	_____
▪ Interface and display RTD from scoring console without duplicate input	_____

- Interface and display RTD from Stat Crew/Genius software without duplicate input _____
- Interface and display XML/RSS feeds (Twitter, news etc.) without duplicate input _____
- Interface and display Out of Town scores from third party without duplicate input _____
- Interface and display feed from Captioning service without duplicate input _____
- Interface with Emergency Notification System (Fire Alarm Etc.) w/o duplicate input _____
- Provide truck dock feed for game in progress information without duplicate input _____

2.01.2 Stadium Sound System Specifications

Offeror shall provide pricing for one (1) stadium sound system exhibiting the following properties as a minimum of performance. The Offeror is responsible for sizing the sound cabinet, amplifiers, patch panels, transformers, etc. to ensure a complete and properly operating system in accordance with the performance criteria set forth in this specification. All installed equipment must be new and in unused condition. It is the intent of the specifications to indicate the quality, configuration, and performance of the sound system. The sound system installation includes the following:

- Point Source Sound System mounted atop the Main Scoring/Video Display
- Audio Control System
- Cables, connectors, plates and wiring
- All necessary design, fabrication, processing and amplification equipment, and installation for a complete sound system as described.

The following is intended to provide an overview of the design concepts and is not an exhaustive description of the sound system. It will consist of a main speaker cluster that may be integrated with a display structure, a horn-loaded, three-way, full-range tri-amplified design with built-in signal processing.

The sound system includes speaker amplification and signal processing components that are 100% self-contained within the speaker cabinet. All electronic components are to be properly housed and shielded from the elements to ensure long life.

Fiber optic cable utilized to interconnect the control rack at the audio mix location to the main cluster. The system must be designed to ensure that all processing and amplification equipment meets project and manufacturer’s recommendations for allowed headroom. Offeror must include all necessary acoustical, electrical, mechanical, and structural engineering to incorporate a complete sound system.

The Offeror shall provide an analog back-up system. In the event of a failure in the digital audio system, the operator will be able to engage a single switch to bypass all digital equipment to deliver analog audio to the power amplifiers.

The front of the main speaker cabinet shall consist of an extruded aluminum grille frame covered with signage grade, vinyl mesh material. The vinyl material must be acoustically transparent and provide the capability of creating a speaker grille covering with custom printed graphics. The specified graphic art is printed using a large format, photographic quality, color printing process. The external surfaces of the cabinets shall be skinned with aluminum panels painted to Owner’s color specifications with an exterior paint which is automotive grade, resistant to fading, peeling or chipping.

The loudspeaker shall exhibit the following:

- Safe, secure and permanent manner in their operating position.

- The aiming direction of the mid/high loudspeakers must be adjustable by 15 degrees vertically.
- Rigging, mounting and support systems for loudspeakers reviewed and certified by a registered professional engineer.
- All loudspeakers rigidly supported inside of the sound cabinet. Wire rope and/or chain suspension of loudspeaker components inside the sound cabinet is unacceptable.

The Audio System is to achieve the following performance standards:

- Continuous output level of 142 dBA at 1 meter with sufficient headroom to allow for peaks.
- The frequency response of the sound system to be at least 52 Hz to 16 kHz, -10 dB at 1 meter.

The Audio System utilizes digital signal processing for all applications. All digital signal processing is contained within each amplifier. Each amplifier's digital signal processor will provide the following signal processing capability: gain control, minimum four band filtering or equalization, delay, crossover, and limiting. It will also have remote diagnostics capabilities including – temperature monitoring, amplifier status, and speaker coil impedance.

To establish the minimum functional, aesthetic and quality standards, the following products and product series of the manufacturers are required. Products of other manufacturers are acceptable provided they meet the performance and reliability standards of the recommended equipment. Any substitution to this list must be submitted in the proposal. Regardless of the length or completeness of the descriptions below, each device shall meet published manufacturers' specifications. Equipment and materials must be new and conform to applicable UL or ANSI provision.

Product quantity is as required. If a quantity is given, the Offeror shall provide at least the given amount.

- **MAIN SPEAKER CLUSTER**
Engineered speaker cluster consisting of self-powered three-way active devices
 - Frequency response (-10 dB @ 1 m): 52 Hz to 16 kHz
 - Max Continuous SPL (@ 1 m): 142 dBA
 - Overall cluster dispersion: 20 V X 120 H
 - Audio input: CobraNet® digital audio
 - Weather treatment: polyurea coating
 - Acceptable products:
 - Daktronics Sportsound® 2000HD System (@ 1)
 - Renkus-Heinz CEM122-3DK (@ 5) and STX5L (@ 4); Crown International I-T4000 2000 watt amplifier (@ 4), I-T6000 3000 watt amplifier (@ 5), and I-T8000 4000 watt amplifier (@ 2); NEMA 3 environmental rack with properly sized air conditioning
- **Fiber Conversion Box**
Media Converter/Network Switch
 - Four (4) 10/100 Mbps ports
 - Auto speed-sensing UTP ports
 - One (1) 10/100 BASE-TX (RJ45) to 100BASE-FX 1300nm multimode
 - Acceptable products:
 - MOXA EDS-205A-M-ST-T
 - Netgear ProSafe FS105 (@ 1) and Transition Networks J/E-PSW-FX-02 (@ 1)
- **CobraNet® Injector**
 - Two channel analog input
 - CobraNet® networking protocol
 - Frequency response: +/- .25 dBv 20 Hz to 20 kHz at unity gain
 - Input impedance: 20 kΩ balanced
 - Acceptable products:
 - Biamp Audia EXPI/O-2

- **AUDIO CONTROL SYSTEM**
 - Equipment Rack
 - Fully-welded construction, removable sides
 - 2,500 lbs weight capacity
 - 1/2", 3/4", 1" and 1-1/2" electrical knockouts found on removable split rear plates, top knockout plate additionally includes UHF/VHF antenna knockouts
 - 16-gauge steel tops, bottoms, & sides
 - Laser-cut 1/8" thick internal steel braces for strength
 - 1 pair fully-adjustable front rackrail
 - Large cable entry in bottom
 - Grounding and bonding stud installed in base
 - Finished in a durable black textured powder coat
 - Acceptable products:
 - Middle Atlantic WRK series
 - Lowell L265 Series
 - Audio Mixer
 - Sixteen on board mic/line inputs with 16 remote mic/line inputs
 - Digital parametric EQ per channel
 - Frequency response, mic/line input to any output: 20 Hz to 20 kHz +/- 1.5 dB
 - One insert per channel
 - dB of Gain per channel: +66 dB
 - Recallable Digital Preamps
 - Sixteen outputs on board with 8 remote outputs
 - Acceptable products:
 - Yamaha TF1 with Tio1608
 - Soundcraft Si Performer 1 with Mini Stagebox 16i
 - Rackmount Surge Suppressor
 - Sufficient outlets for all rack equipment plus spares
 - MOV Surge
 - EMI filter
 - Resettable circuit breaker
 - Max surge current: 50 kA
 - Joule rating: 1800 joules
 - Acceptable products:
 - Middle Atlantic Vertical Power Strip PD-2415SC
 - Middle Atlantic PD-915R @ 2
 - Audio Signal Switch
 - Style: 2 Position
 - Operator action: maintained
 - 1 RU standard rack space, black
 - Laser etched text
 - Acceptable products:
 - Daktronics Signal Switch
 - Wireless Microphone Receivers
 - 1/2 RU unit
 - 24-bit digital audio
 - XLR balanced mic/line outputs
 - RF Sensitivity: -97 dBm at 10⁻⁵ BER
 - Audio Frequency Response: 20 Hz to 20 kHz, +/- 1 dB
 - Audio Dynamic Range: > 120 dB (A)
 - Total Harmonic Distortion: < 0.1%

- Acceptable products:
 - Shure QLXD4 @ 2
 - AKG DSR700 V2 @ 2
- Wireless Handheld Transmitter
 - Microphone element: Cardioid, Dynamic Vocal Microphone
 - Working Range: 100 m (328')
 - Battery life: 9+ hours
 - RF Output: Selectable 1 mW or 10 mW
 - Acceptable products:
 - Shure QLXD2/58
 - AKG DHT700 V2
- Wireless Bodypack Transmitter
 - Connector: 4-pin male mini connector (TA4M) for microphone or mute switch
 - Working Range: 100 m (328')
 - Battery life: 9+ hours
 - RF output: Selectable 1 mW or 10 mW
 - Acceptable products:
 - Shure QLXD1
 - AKG DPT700 V2
- Referee Headset
 - Electret condenser microphone element
 - Unidirectional cardioid polar pattern
 - Acceptable product:
 - Shure SM35
- High Gain Antenna Kit (for Wireless Microphone Systems)
 - Cardioid directional antenna
 - 6 dB gain
 - Acceptable product:
 - Shure PA805 @ 2
- Digital Signal Processor
 - Frequency Response: 20 Hz to 20 kHz +/- 1 dB
 - Dynamic Range: 110 dB minimum, A-weighted, 20 Hz to 20 kHz
 - Sampling Rate: 48 kHz
 - Digital-to-Analog, Analog-to-Digital Conversion: 24 bit
 - Impedance – Input: 10 k Ω /Output: 120 Ω
 - Input Clipping Level: +24 dBu minimum
 - Output Clipping Level: +24 dBu
 - Total Harmonic Distortion: < 0.05%, +4 dBu, 20 Hz to 20 kHz
 - Acceptable products:
 - Shure DFR22
 - Sabine FBX2400
- Professional CD/Media Player
 - MP3, WAV, AAC, and WMA file playback
 - Support for SD/SDHC cards and USB memory devices
 - Wireless playback via BluetoothTM devices
 - AM/FM radio tuner
 - Balanced XLR and Unbalanced RCA outputs
 - Acceptable products:
 - TASCAM CD-400U

- Denon DN-300Z
- In-Ear Monitor System
 - Audio frequency response: 35 Hz to 15 kHz
 - Operating range: 300 ft
 - Total harmonic distortion: 0.8% typical
 - Signal-to-noise ratio: 90 dB typical
 - RF output power: 100 mW typical
 - Acceptable products:
 - Shure PSM-900
 - Sennheiser EN300 IGMG2
- ADA Hearing Assist
 - Signal-to noise ratio – SQ enabled: 70 dB; SQ disabled 50 dB
 - 57 channels
 - Frequency response: 50 Hz to 15 kHz +/- 3dB
 - Acceptable products:
 - Listen LS-54-216
 - Telex SMP400
- Media Distribution
 - Four (4) balanced inputs and twenty (20) balanced outputs
 - Channel 1 L/R and Channel 2 L/R output level controls
 - Acceptable product:
 - Kramer VM-1610
- Push-to-Talk Announcer Interface
 - Balanced XLR input, balanced XLR output, and 1/4" headphone jack
 - Momentary and continuous audio output modes
 - Acceptable products:
 - Daktronics Announcer's Interface
 - Studio Technologies, Inc. Model 210 Announcer's Console
- Handheld Vocal Microphone
 - Dynamic microphone with unidirectional (cardioid) polar pattern
 - Frequency response: 50 Hz to 15 kHz
 - Acceptable product:
 - Shure SM58
 - AKG D5
- Dynamic Headphones
 - Neodymium magnet
 - Gold 1/4" and 1/8" plug
 - Acceptable product:
 - Sony MDR7506
- Single-Muff Headset
 - Neodymium magnet
 - Cardioid condenser microphone
 - Acceptable product:
 - Beyerdynamic DT 287
- Laptop Interface
 - 1/8" (3.5 mm) male input
 - Balanced XLR male output

- 3. Adjustable output volume control
- 4. Acceptable products:
 - LTIBLOX Laptop Interface
 - Whirlwind podDI
- USB Audio Interface
 - 24-bit, 96 kHz quality audio
 - Two balanced XLR outputs (left and right)
 - 3.5mm TRS headphone output
 - Ground lift and mono-sum switches
 - Acceptable product:
 - Radial® Engineering USB-Pro™
- Self-powered Monitor Speaker
 - Three inputs: one 1/4" phone, one RCA, one XLR
 - Tone control (High/Low)
 - Acceptable product:
 - Yamaha MSP3
- Crowd Microphone
 - Dynamic microphone with omnidirectional polar pattern
 - Permanently installed in single gang wall box
 - Acceptable product:
 - Telex WP3002.05

2.01.3 Video Production System Specifications

Offeror shall provide pricing for one (1) video production system consisting of the following equipment that will establish a minimum of performance. If the Offeror's product deviates from the specifications listed below, the potential substitution to this list must be submitted in the proposal. Failure to do so may result in a vendor being eliminated from consideration.

Part #	Description	Quantity
Wired Camera System		
GY-HC500	JVC 4K Connected Cam Camcorder with 20x Zoom Lens	2
HZ-HM600VZR	JVC Remote Lens Control	2
LX7M	Libec Tripod System with Mid-Level Spreader	2
CONVMOF12G	Blackmagic Designs Mini Fiber Optical to SDI Transceiver and SFP insert	4
BMD-ADPT-3GBI/OPT	Blackmagic Designs SFP for Fiber Converter	4
QAN0067-003	JVC Shotgun Camera Microphone	2
BN-VC2128G	JVC Li-Ion Battery Pack	2
AA-VC20U	JVC 2-Channel Battery Charger	1
CTC500BSR	JVC Soft Sided Carry Case for GY-HC500	2
CAM0WS-GYHM600-65	CamRade WetSuit	2
Wireless Camera System		
GY-HC500	JVC 4K Connected Cam Camcorder with 20x Zoom Lens	1
QAN0067-003	JVC Shotgun Camera Microphone	1
LX7M	Libec Tripod System with Mid-Level Spreader	1
MSGNR	MSG Messenger 5.8 Ghz HD Wireless Video Link - low latency	1
DB200DM	MSG Custom A/B Mount for JVC Camera and A/B batteries and DM Accessories shoulder stabilizer	1
ABBATT	Anton Bauer Battery Package for wireless - 2 Dionic Batteries and 1 Twin Charger	1
MISC	Brand TBD Camera Carry Case - Pelican or similar	1
MSGRS	Brand TBD Rain Cover for Wireless Camera	1
CONVMOF12G	Blackmagic Designs Mini Fiber Optical to SDI Transceiver and SFP insert	2
BMD-ADPT-3GBI/OPT	Blackmagic Designs SFP for Fiber Converter	2
MISC	Configuration TBD Lunchbox to allow wireless receiver and BTR-800 to be housed outside the control room for better reception	1
Video Switcher		
TC1	Newtek TriCaster TC1 Production Solution - 4 SDI Inputs	1
2Stripe	Newtek TriCaster 2-Stripe Control Surface	1

NC1/O	Newtek TriCaster Studio I/O Module - add 8 SDI Input or Outputs to TC1	1
PTHTC1	Newtek ProTek High Support for TC1 - support during 1st year of ownership; starts at MSG date of purchase	1
PTH2Stripe	Newtek ProTek High Support for 2Stripe CS - support during 1st year of ownership; starts at MSG date of purchase	1
PTHNC1/O	Newtek ProTek High Support for NC1/O - support during 1st year of ownership; starts at MSG date of purchase	1
MISC	Brand TBD 27" LED Monitor for TC1 UI and Multiview	2
LiveText2.5	Live Text 2.5 Software License	1
MISC	Brand TBD Windows Laptop to run LiveText	1
MISC	Brand TBD Unmanaged Network Switch - not more than 16 ports -- ALLOWANCE	1
MISC	Cable Extension ALLOWANCE	1
MediaOne	Samson Desktop Speaker Pair	1
Slomo Replay		
3Play425	Newtek 3Play425 4x2 Slomo Replay Server with Control Surface	1
PTH3P425	Newtek ProTek High Support for 3Play425 - 1st Year of ownership support starting at MSG date of purchase	1
MISC	Brand TBD 22" LED Monitor for preview	1
MISC	USB and Monitor Extension ALLOWANCE	1
Signal Routing		
SmartView Duo	Blackmagic Design Dual 8" Rack mount monitor for Router I/O preview	1
Smart Videohub	Blackmagic Design Smart Videohub 20x20	1
ALLOWANCE	BMD or similar CONVERSION/DISTRIBUTION ALLOWANCE	1
Signal Recording		
Hyperdeck Studio Pro	Blackmagic Designs 2-Bay SSD Recorder	1
MISC	Brand TBD 2.5" SSD Drive	2
MISC	Brand TBD SSD dock ALLOWANCE	1
Wired Intercom		
MS-702	ClearCom Dual Channel Intercom Main Station	1
RS-701	ClearCom Single Channel Intercom Belt Pack	7
CC-300-X4	ClearCom Single Ear Intercom Headset	7
Wireless Intercom Interface		
BTR-800	Telex Wireless Intercom Base Station -- frequency TBD	1
TR-800	Telex Wireless Intercom Beltpack -- frequency TBD	1
F.01U.149.227	Telex BC800NM4 - 4-Bay Battery Charger with TR-800 Batteries	1
HR-1	Telex Single Ear Headset for Wireless Operator	1
ALP-450	Telex Receiver Antenna for BTR-800	2
Rack Furniture		
Middle Atlantic	Middle Atlantic Rack/Desk Furniture Solution to include (1) WRK rack system with side panels, casters, vented top, power, shelves and blank panels as MSG deems necessary AND (3) MDV-DSK professional edit desks.	1
SMT1500RM2UC	APC Smart-UPS Battery Backup	1
Miscellaneous Items		
MSGCABLE	Miscellaneous Cables, Connectors and Hardware to include Fiber for video and SPA22G single pair audio for intercom to (2) wired camera locations, RG6SD/22AWG for equipment interconnecting and audio to/from PA mixer	1
MISC	Brand and Configuration TBD Signal Patch/Conversion - ALLOWANCE	1
RCC1V2AHDP	Clark Wire AVV Camera Cable with Power - 25'	1
MISC	Clark Wire AVV Camera Cable - NO POWER - 250' (mini coax and 22AWG)	1
MSGBOX	Hammond NEMA4 Outdoor Enclosure - standard 8"x6"x6"	2
MSGPIATE	Custom Camera Termination Plate Allowance	2
MSGSHIP	Ground Shipping Charges	1
MSGPROJMGMT	Project management, submittals, drawings, training documents	1
MSGLABOR	Installation, Travel, and Training - up to (6) hours system training to be accomplished at the completion of install	1

2.02 Scoreboard Controllers

Offeror shall provide two (2) scoring controllers (primary & backup) used to track and display all game-in-progress information on the video displays as well as control the delay of game clocks and locker room clocks.

2.03 Video Control

Control System for the video display shall include two (2) video screen controllers (1 primary, 1 backup/edit) and two (2) video processors (1 primary, 1 backup). The primary function of the controller is for configuration, display diagnostics and intensity adjustment. The primary purpose of the video display control system is for receiving the video signal from the video production studio, and for specific control and diagnostic testing of the video screens.

The control system must have a DVI input and be capable of accepting a video signal from the video production equipment and immediately display the signal on the video display. All video production and editing shall occur at the video production studio which will be located within the press box. The video display control equipment proposed must exhibit the following properties as a minimum of performance:

- Video input control must include gamma correction to ensure accurate color rendering due to linear characteristics of the LEDs
- True video processing of the video input signal, not computer processed
- Remote diagnostics
- Interface with inputs from an outside wire service (i.e. Sports Ticker®) and the game-in-progress controller

A fully redundant controller (B) shall be networked to the primary controller (A). This redundant system shall be capable of immediately taking over control of the video displays in the event of the controller (A) failing.

Chapter 3 SERVICES-INSTALLATION

3.01 General Description

The following section and Figure B describe the installation, maintenance and delivery responsibilities and shall establish project guidelines for quality control, warranties and service. All work described in this section shall be assigned to the Contractor as part of the project scope of work, unless specifically noted otherwise.

3.02 Demolition

The existing sound system, play clocks, scoring and video displays in Johnson Hagood Stadium will be removed by the Contractor as part of this RFP. The proposal should also detail any trade-in value being offered for the old equipment.

3.03 Structure

The Contractor will leave the primary structural columns in place to be reused for mounting of the new Main Video/Scoring Display. All secondary structure required to support the new display components to be provided and installed by the Contractor. Architectural skinning and any other materials required to provide the overall look desired by the Owner shall be the responsibility of the Contractor. All frame structures and attachment points must be also approved by The Citadel or its agents. See Figure B for a detailed list of responsibilities.

The Contractor must submit drawings and calculations, sealed by a professional engineer, registered in the State of South Carolina, detailing all structure and display supports and attachments. The drawings must be reviewed and approved by The Citadel or its agents prior to the fabrication and installation of any equipment. The Citadel's review will be for design intent only and will not validate the integrity of the engineering calculations.

3.04 System Delivery

The Contractor shall deliver to the site all system components and related materials at its own expense. The Contractor shall completely unload, uncrate, assemble, transport each component to its desired location for installation and install the system on-site in accordance with the Owner's scheduling and on site regulations. The Contractor will be responsible for the removal and disposal of all packaging materials, scrap, debris and construction waste generated by all portions of its work. Any temporary on-site storage of equipment or tools will be their responsibility of the Contractor and must be coordinated with The Citadel.

3.05 Electrical Certification/Compliance

All electrical equipment provided in response to this RFP must be listed with a testing agency and be comprised of Underwriters Laboratories listed components. Any equipment not certified as such shall require on site certification by a listed testing agency, performance of which shall be the responsibility of the Contractor. Proof of certification or equivalent will be required prior to any work being performed on site.

3.06 Power

The electrical design and engineering of all branch circuits by the Contractor must comply with all federal, state and local governing codes. Offeror shall provide electrical riser diagrams, designed by an electrical engineer, of the entire system. Electrical design and engineering must be reviewed and approved by The Citadel or its agents prior to any electrical work by the Contractor. The Owner will provide primary power within five (5) feet of the Main Video/Scoring, Auxiliary Video/Scoring Display and play clocks. The Contractor will provide secondary power from five (5) feet of the Main Video/Scoring, Auxiliary Video/Scoring and play clocks and terminate it at each display. The Owner shall be responsible for all power outlets for the video controllers and related equipment as well as the locker room clocks. An electrical riser diagram detailing display power requirements shall be submitted as part of the proposal. See Figure B for a detailed list of responsibilities.

3.07 Signal/Data Distribution

Contractor shall provide, route and install all necessary data/control cables for each of the display components supplied in response to this RFP. Contractor will be responsible to terminate and perform final connection of said cables. All cables will be routed from the specified control locations to the display components as per chosen Contractor's riser diagram. The Owner will provide and install all conduits, j-boxes, and cable trays required for the distribution of the data cables from the control locations to the display components. All signal/data routing to be submitted to, and approved by, The Citadel or its agents prior to installation/fabrication. See Figure B for a detailed list of responsibilities.

3.08 Manufacturing /Installation Standards

Proper industry standards and approved connectors and terminations shall be used at all times. Wire routing will be through approved wire ways when required or be harnessed to provide a neat, safe and secure installation, which prevents physical damage to equipment or operators.

All equipment shall be designed, manufactured, and installed for ease of maintenance with the safety of maintenance personnel in mind. All display components shall be designed to require a minimum of specialized tools and/or equipment for service/maintenance of the equipment.

Secondary support frame finishes shall be of a quality that minimizes fading or oxidation. The Contractor shall coordinate all welding/installation with the Owner or its agents prior to any work being performed on-site. The Owner may require all welding to be monitored. All welders must be certified. All welds must be ground after welding, primed and painted to match the support finish.

3.09 Commissioning

Contractor will be required to demonstrate the full capabilities of the scoring and video displays and verify conformance to contractual specifications. The Contractor will be required to provide all necessary test equipment for acceptance testing. Confirmation will be required of, but not limited to the following functions: operation of each major system component, control functionality, diagnostic capabilities, screen brightness, color temperature, gamma correction, viewing angles and uniformity of brightness and color across the display.

3.10 Field Verification

This specification along with any attached blue-line drawings and/or other construction documents are for reference only. Prior to installation of any equipment, it is the Contractor's responsibility to field-verify all measurements and conditions pertinent to the supplied equipment. If any conflicts exist, it will be the Contractor's responsibility to convey that information to agents of The Citadel immediately.

3.11 Project Submittals

Following award of the RFP, the Contractor shall be required to provide submittals as directed by The Citadel or its agents. The following required submittals will be defined by guidelines established by The Citadel and shall include but not be limited to:

- Product Data Specifications

- Installation /Attachment/Shop Drawings
- Location/Layout Shop Drawings
- Electrical/Data Cabling Diagrams
- Component Weight and Power Calculations
- Operation/Maintenance Manuals
- Installation/Timeline Schedule

3.12 Warranty and Service

All proposals shall include a parts and on-site labor warranty (bench labor only is not acceptable) on all proposed equipment for at least one (1) year from the date of acceptance of the system. Proposals shall demonstrate that Offeror has at least one (1) company employed technician and an authorized service company located within a four (4) hour response time of The Citadel campus for servicing and repair of all equipment. The local service entity shall be one that will offer emergency response availability and have been a part of the Offeror’s service network for a minimum of ten (10) years.

3.13 Spare Parts

Contractor will be required to provide an on-site supply of spare parts, which will ensure the timely repair of component failures. Spare parts left with an independent service provider will not be acceptable. Offerors shall submit a list of spare parts that will be provided with each display component. Additional spare parts, either under system warranty or ordered by the facility, must be delivered to the facility within twenty-four (24) hours of order, if so requested.

Absolute minimum of on-site Spare Parts:

- Fifty (50) LED Video Display Modules
- Three (3) LED Video Display Driver/Signal Cards
- Fourteen (14) LED Video Display Power Supplies
- One (1) display specific custom tool for service/maintenance of display components

3.14 Operator and Maintenance Training

The Contractor will provide training as follows.

- On-site technician to conduct on-site customer training for basic maintenance procedures and preventative maintenance operations of all system components.
- On-site technician for technical support and assistance during the first football game.
- On-site operator training for a minimum of two (2) consecutive days following complete system installation, to train designated operators in the general operation of all system components supplied by the Contractor
- On-site trainer for control system support and assistance during the first football game.

3.15 Content Creation

The Contractor will provide a content allowance consisting of fifty (50) hours of content creation time to be used by the Owner to create custom display content for all the new LED displays.

3.16 Maintenance

Service accessibility for all components of the scoring and video displays shall be from the front. The displays are to be mounted in completely self-contained cabinets.

Chapter 4 ACCEPTANCE

4.01 System Acceptance

The following items must be completed and signed off by a Citadel official before the Owner will deem the system “Accepted”:

- Brightness and uniformity shall be demonstrated to meet the specification described herein. If the demonstration exhibits the display in noncompliance with the specifications, it will be the responsibility of the Contractor to make the necessary adjustments to the display so certification may be achieved. The Contractor shall not pass any additional costs associated with acceptance on to the Owner.
- Functionality of the displays’ control system, as specified, shall be demonstrated
- Any miscellaneous pieces of equipment must be demonstrated to be functional per the Owner’s request at the time of acceptance.

Acceptance tests of the system shall occur after the system has been installed, and all work completed on the main scoreboard structure. A team comprised of agents for The Citadel will be on hand at the time of acceptance. Contractor shall notify The Citadel at least two (2) weeks prior to the date the testing will occur.

Chapter 5 COST PROPOSAL

5.01 Required Detail

The cost proposal must be inclusive of ALL equipment, materials, software, installation, labor, freight, training, and any additional costs to provide a fully functional, turn-key system that meets all requirements and specifications set out in this RFP. The proposal must contain a breakdown of the costs associated with each component, any software licenses required for system operation, and all additional charges that will be incurred by The Citadel to receive a functional system. Any costs related to bonding that will be passed along to The Citadel must be listed as a separate line item and not included in the cost of providing the system. The Citadel is subject to paying sales and use taxes, but taxes should NOT be included in the system cost proposal.

Cost breakdown must detail, at minimum, the costs associated with:

- One (1) Main Video/Scoring Display to include:
 - One (1) Center LED Video Display
 - Four (4) Side LED Video Displays
 - One (1) Stadium Sound System
- One (1) Auxiliary Video/Scoring Display
- One (1) Video Production System
- Two (2) Delay of Game Clocks
- All necessary scoring and video controllers/processors
- All necessary assembly and attachment components
- All required data cable
- Complete spare parts package
- Genius Statistics Software Interface
- Complete installation of system
- Demolition cost for removal of existing scoreboard
 - Include any trade-in value being offered for the old equipment
- Cost of a five (5) year maintenance contract that will take effect after expiration of the warranty period

FIGURE A – Drawing

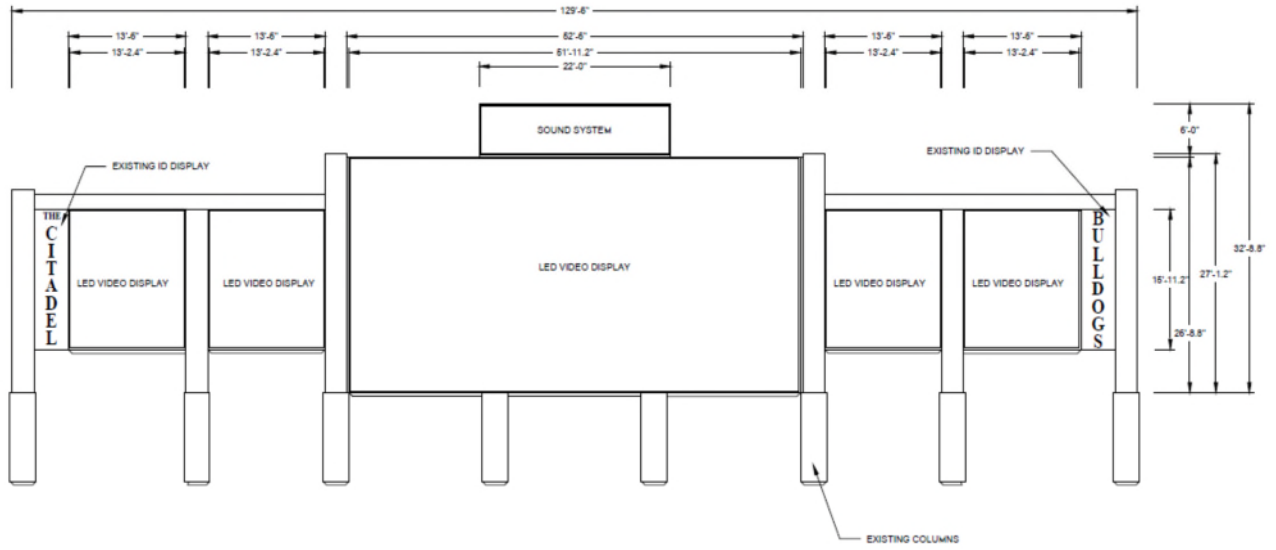


FIGURE B – Installation Responsibilities

Responsible Party:			
Bidder	Owner		Description
X		1.	Removal and disposal of existing displays and secondary structure.
	X	2.	Secure necessary construction permits.
X		3.	Engineering design of the secondary support structure.
X		4.	Riser diagrams for electrical and signal.
	X	5.	Provide camera-ready artwork for ad panels and logos.
X		6.	Generate/issue shop drawing and attachment detail submittals.
X		7.	Engineering certification stamp for display attachment design.
	X	8.	Approval of all engineering drawings, riser diagrams, shop drawings and equipment locations.
	X	9.	Unobstructed access to the display and installation site.
X		10.	Steel fabrication and installation of any additional steel (prepped, primed and painted) required for display attachment.
X		11.	Crating and shipping of all equipment to facility via common or independent carrier.
X		12.	Unloading of all equipment from carrier.
X		13.	Lift and mount displays.
X		14.	Unpack, set-up, hook-up, and testing of control system.
	X	15.	Provide climate controlled, secured control room for all control system (on venue site or off).
	X	16.	Primary power work as required.
X		17.	Secondary power conduits, power cable and power hook-up to all vendor-supplied load centers/termination panel at/within the display.
	X	18.	Required power outlets on clean dedicated power for all control systems including front-end video production.
X		19.	Furnish all signal cable for vendor-provided equipment.
	X	20.	Provide and install signal cable conduit, as delineated in riser diagrams.
X		21.	Labor to pull all new signal cable (and remove existing cable, if required).
X		22.	Terminate signal cable. Mount and install fiber patch panel as required by riser diagram.
X		23.	Interface cabling with audio system including conduit, cabling, and installation of cabling.
BOTH PARTIES		24.	Provide personnel for maintenance and operator training.
X		25.	Site clean-up of vendor's scope of work.
X		26.	Final acceptance documentation.