



**Francis Marion University
Amendment 1**

Solicitation Number **RFP-2334**
 Date Issued **10/16/2019**
 Purchasing Officer **Paul MacDonald**
 Phone **(843) 661-1161**
 E-Mail Address **pmacdonald@fmarion.edu**
 Amendment Date **11/05/2019**

DESCRIPTION: **Provide and Install Video Display Board System for University Center at Francis Marion University**

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): ~~11/19/2019 at 2:00 PM EST~~ **11/20/2019 at 2:00 PM EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: ~~11/04/2019 at 2:00 PM EST~~ See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, three (3) copies in hard copy clearly marked "COPY," one Magnetic Media as Specified and One (1) Redacted Copy as Specified.**

SUBMIT YOUR OFFER TO ONE OF THE FOLLOWING ADDRESSES IN A SEALED PACKAGE.

MAILING ADDRESS: Francis Marion University Purchasing Office P.O. Box 100547 Florence, SC 29502-0547	EXPRESS SHIPPING ADDRESS: Francis Marion University Central Receiving 4822 E. Palmetto Street Florence, SC 29506	HAND-DELIVERY: Francis Marion University Purchasing Office (Room 102) Stokes Administration Building 4822 E. Palmetto Street Florence, SC 29506
--	--	---

CONFERENCE TYPE: A Recommended Site Visit DATE & TIME: October 30, 2019, 2:00pm As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: Francis Marion University University Center 4822 East Palmetto Street Florence, SC 29506
--	--

AWARD & AMENDMENTS	A Notice of Award will be posted on 11/22/2019 11/25/2019 . The award, this solicitation, and any amendments will be posted at the following web address: http://www.fmarion.edu/about/solicitationsawards
--------------------	---

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

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above) DATE SIGNED	
(See "Signing Your Offer" provision.)	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION
(If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.
(See "Taxpayer Identification Number" provision)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Address
	Area Code - Number - Extension Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address (check only one)	___ Order Address same as Home Office Address ___ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
---	----------------------	----------------------	----------------------	-------------------------

PREFERENCES DO NOT APPLY WITH THIS SOLICITATION: Per Section 11-35-1524(E)(5) preferences do not apply to to procurements conducted pursuant to Section 11-35-1530 of the South Carolina Consolidated Procurement Code.

Amendment 1

RFP-2334 – Provide and Install Video Display Board System for University Center

AMENDMENTS TO SOLICITATION

- (a) The Solicitation may be amended at any time prior to opening.
- (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.

Modifications

The following have been **added** or **changed/removed**:

See changes on cover page regarding submission due date and award date.

III. SCOPE OF WORK/SPECIFICATIONS

Part 1. General, #4 RESPONSIBILITY AND RELATED WORK, 10 The contractor shall be responsible for:

~~13 Connecting ground point to all equipment in accordance with NEC code and standards specified. Coordinate with Division 26.~~

Part 1. General, #6 SYSTEMS DESCRIPTIONS, 2 LED Scorer's Tables, 4:

3 LED Scorer tables shall be equipped with lifts to accommodate 12.75" bleacher step level on west side of gymnasium.

Part 1. General, #7 SUBMITTALS, 1 Bid Submittals, 1:

Offeror's bid shall be valid for ~~120~~ **30** days without claim for additional payment.

Part 2. Product, #2 SYSTEM REQUIREMENTS, 5 Structural Engineering:

2 For display systems that are to attach to facility structure, the Contractor shall be responsible for field verification of existing conditions, submittal of shop drawings illustrating details of structural connection of display to facility structure, and submittal of structural calculations demonstrating compliance of display connection to facility structure to all building code structural requirements. ~~Shop drawings and calculations shall be sealed and signed by a South Carolina licensed Structural Engineer retained by the Contractor.~~

VII. TERMS AND CONDITIONS -- A. GENERAL

~~CONTRACTOR'S LIABILITY INSURANCE—INFORMATION SECURITY AND PRIVACY (FEB 2015)~~

~~[ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially available insurance products. Any offeror having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.]~~

~~(a) Without limiting any other 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, a policy or policies of insurance against claims 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, subcontractors or any other entity for which the contractor is legally responsible.~~

~~(b) Coverage must include claims for:~~

~~(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;~~

~~(ii) privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;~~

~~(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification—Third Party Claims—Disclosure Of Information" and "Information Use And Disclosure;" and~~

~~(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.~~

- ~~(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.~~
- ~~(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)~~
- ~~(e) Coverage shall have limits no less than five million (\$5,000,000.00) dollars per occurrence and ten million (\$10,000,000.00) dollars aggregate.~~
- ~~(f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.~~
- ~~(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.~~
- ~~(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.~~
- ~~(i) For any claims related to this contract, the insurance coverage required by this clause 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.~~
- ~~(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer 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 policy declarations and any endorsements required by this section, at any time.~~
- ~~(k) 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 clause are or will be changed, cancelled, or replaced.~~
- ~~(l) 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 as is required by this clause. 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.~~
- ~~(m) 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. [07-7B058-1]~~

Attachment 1 – I-Beam dimensions

See Attachment 1 – I Beam dimensions at <http://www.fmarion.edu/about/solicitationsawards>

Vendor Questions and Answers

Question 1	Can you provide the dimensions of the I-Beam that will support the screen?
Answer	Yes – See Modifications above adding Attachment 1 – I-Beam Dimensions. Attachment 1 may be found at http://www.fmarion.edu/about/solicitationsawards I Beam Dimensions for mounting are the same for each of the two mounted video display boards.
Question 2	Since software plays a much bigger part in providing the In-Game experience than LED modules, would FMU be open to receiving software demonstrations prior to the award?
Answer	No change – Offeror's proposal shall include detail indicating effects provided by the software offered.
Question 3	On page 15 the spec calls out shot clocks. Is game time required to be incorporated into these clocks as well?
Answer	No change – see page 15 4 Standard Shot Clocks and Backboard Lights, #1 The Contractor shall provide two (2) Basketball Shot Clocks – <i>fully acceptable by NCAA standards</i> At a minimum, the offeror's proposed shot clocks shall meet or exceed all standards for utilization as required by the NCAA.

Question 4	Spare parts are mentioned on page 20 of the spec as being available for purchase upon request. Is an on-site spare parts package to be provided as part of the initial video display purchase?
Answer	No change - An on-site spare parts package is not required to be provided as part of the initial purchase. Spare parts shall be in stock with the vendor for purchase at the discretion of the university. The university may consider a separate purchase of an on-site spare parts package at a later date.
Question 5	Training is detailed on page 25 of the RFP. Is this training meant to be onsite?
Answer	No change: on page 25 – Part 3. Execution 7 INSTRUCTION OF UNIVERSITY PERSONNEL #1 Upon completion of the installation of the specified display systems, and prior to any facility events, make available designated operating personnel training on the equipment operation. <i>This training will be performed at the site by the Contractor's and the manufacturer's education staff.</i>
Question 6	Will a height extension for the LED tables be necessary to raise the overall height to match the existing bleachers/seating height?
Answer	Yes, see Modifications above for Part 1. General, #6 SYSTEMS DESCRIPTIONS, 2 LED Scorer's Tables, to add item 3 to this section.
Question 7	In regards to the Raritan KVM (page 20, Section 2.3.7.1), where is the location of the remote workstation, and what is the approximate distance?
Answer	No change: Provide your proposed location of the remote workstation in the University Center. The Recommended Site Visit date has passed, however an individual site visit may be provided if a time and date can be mutually agreed upon. Any individual site visits after the Recommended Site Visit date shall not postpone the Notice of Award.
Question 8	Raritan offers two types of KVM; IP based and direct CAT5. Do you have a preference?
Answer	No change: the university requests that the vendor propose their solution for the needs as they are described in the solicitation and associated Amendment.
Question 9	If any equipment requiring certification is not UL Certified, then The Contractor shall arrange onsite inspections and certification at no additional expense to the contract/project. Would ETL certification work for this requirement?
Answer	ETL certification for pertinent equipment including control and display systems is acceptable in lieu of UL Certification.
Question 10	In the RFP, (2) scorer's tables are called out, but the bullet point says "active area of LED video displays IN SUM ... shall have a width no less than 18'8" but no greater than 19'6". Does this mean they want (2) roughly 10' scorer's tables, or (2) longer scorer's tables between those two lengths?
Answer	No Change – offeror shall propose to provide two scorers tables in which the active area of the LED video display when put together shall have a width no less than 18'8" but no greater than 19'6".
Question 11	The RFP calls for "The Contractor shall provide Backboard Light". Will this be (2) backboard lights for each of the main basketball goals, or will (4) or (6) be required for the additional goals in the arena?
Answer	Two backboard lights are required. One for each of the main basketball goals.
Question 12	RFP cover page states (30) calendar days & page 15 of 59 #7 Bid submittals #1 states 120 days. Which document page is the final number of days the bid is to be open for?
Answer	See Modifications above for change to Part 1. General, #7 SUBMITTALS, 1 Bid Submittals, 1.
Question 13	October 30th was the official site visit. Would it be possible to have a sub-contractor, or primary contractor come visit site individually?
Answer	An individual site visit may be provided if a time and date can be mutually agreed upon. Any individual site visits shall not postpone the Notice of Award.

Question 14	Who is the consultant that mandated the very high “information security” requirements? And how were the high coverage limits arrived at for the information security insurance requirements?
Answer	See Modifications above to remove the section - CONTRACTOR’S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015)

Vendor: _____

Authorized Signature: _____
(Same signature as individual who signed cover page of the solicitation)

Date: _____

END OF AMENDMENT 1