**Request for Quotation**

**Goods**

THIS IS NOT AN ORDER

Quotation must be received No Later Than: 11:00 am (Time)

06/11/2012 (Date)

Quotation Number: RFQ120557VW

Issue Date: 05/24/2012

**Purchase Order Address:**

Please quote your lowest price for following items. The Office of Procurement & Business Services reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If items(s) cannot be furnished, indicate by NO QUOTE.
2. *All quotes must be signed by the Offeror’s representative to be valid.
3. South Carolina sales tax will not be paid on freight.
4. FAXED QUOTES ARE ACCEPTABLE; FAX TO: (843) 349 2912.
5. EMAIL QUOTES ARE ACCEPTABLE; EMAIL TO: vicki@coastal.edu
6. The attached Terms & Conditions apply to all quotes and supersede Offeror’s Terms & Conditions.

**Federal I. D. or SSN:**

SC Minority Certification Number (if applicable): Email: 

Submitted By: ___________________________ Telephone: (     )

*Important: If you choose to return your response via email, no additional signature is required. It will be presumed that the sender has the ability to legally bind their organization or company to a contract. The name typed in the “Signature” line will be considered equivalent to an ink signature.

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ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed. Coastal Carolina University (CCU) wishes to purchase specialized lighting fixtures, equipment, and accessories for use in the Wheelwright Auditorium per the following specifications.

DISCUSSIONS WITH BIDDERS (JAN 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

DELIVERY DATE - SPECIFIED (JAN 2006): Delivery shall be made no later than June 29, 2012. Contractor may request approval to deliver items prior to the delivery date.

QUALITY – NEW (JAN 2006): All items must be new.

SPECIFICATIONS

BRAND NAME OR EQUAL SPECIFICATION – The use of a “brand name or equal” specification which uses one or more manufacturer's names or catalogue numbers to describe the standard of quality, performance and other characteristics needed to meet state requirements, and which provides for the submission of equivalent products. Brand name or equal specifications are not intended to limit or restrict competition. An item shall be considered to be substantially equivalent, or “equal” to the specified brand if in the opinion of the Procurement Officer, the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand. Your offer must include manufacturer's latest literature showing complete product specifications if bidding on other than specified. Failure to include descriptive literature may be reason for rejection of your bid.

SALIENT CHARACTERISTICS: ETC GIO Lighting Control Console
- Built-in Multi-Touch, Articulating Screens;
- 2.0 Operating System
- Supports Up To 3 High Density External Displays
- Dual DMX Ports
- Networked With ETC Net 3
- Backlit Console Buttons
- Offline and Client Programming Available
- Virtual Media Server Control
- Lightweight and Portable

PRODUCTS
A. Manufacturers
1. Acceptable Manufacturer: ETC (Electronic Theatre Controls), located at 3031 Pleasant View Road, PO
2. Substitutions will be accepted only after prior approval from the University. The Offeror must include with his bid/quote, supporting product data sufficient for the University to determine equality and acceptability. Acceptable substitution(s) must integrate with ETC equipment and accessories.

B. ETC GIO Lighting Control Console and Accessories

1. The lighting control console shall be a microprocessor-based system specifically designed to provide complete control of stage, studio, and entertainment lighting systems. The console shall be the Gio as manufactured by Electronic Theatre Controls, Inc., or equal.

2. The control system shall be Net3 and ETCNet 2 native, with both protocols output simultaneously over the network. The system shall also be able to control third party ANSI e1.31 sACN/ACN devices directly. Artnet and Avab UPD protocols shall also be available. The system shall provide control of (2048, 4096, 6144 or 8192) parameters on a maximum of 10,000 control channels.

3. A maximum of 10,000 cues, 1000 groups, 1000 presets, 4 x 1000 palettes (Intensity, Focus, Color and Beam), 1000 effects, 100 curves and 1000 snapshots may be contained in non-volatile electronic memory and stored to an onboard solid-state hard drive or to any USB storage device.

4. Recorded cue lists may be played back simultaneously on a maximum of 200 faders. Channels shall respond to cue information by last instruction with discrete rate control provided for all cues. The console may be placed in Tracking or Cue Only mode by the user as a system default and overridden on individual record actions as required. HTP/LTP intensity flags, assert, proportional, intensity master or manual master fade control and independent status may be placed on each cue list. It shall also be possible for a cue list to contribute to playback background states or to withhold such contributions.

5. A Master Playback fader pair shall be provided. The 100 mm motorized fader pair may execute crossfades or allfades, with IFCB cue level timing,

6. Ten 100mm motorized faders shall be user configurable across 30 pages and provide additional playback faders (up to 200), additive, inhibitive or effect submasters (up to 300), and one grand master. Virtual fader control is also provided.

7. The system shall have two integral articulating multi-touch displays. Content posted to these displays shall be user definable. Displays shall support multiple interpreted simultaneous touches.

8. A high-resolution level wheel shall be provided to control intensity for selected channels and scrolling within selected displays. Four pageable high-resolution encoders shall be provided for control of other non-intensity parameters. Non-intensity encoders toggle between coarse and fine control, with tactile feedback for full frame (color or image) settings. The expand function for frame table devices shall provide a graphic representation of all images and colors in the associated device for instant selection. The display shall also provide an indication of the current value for the associated parameter, based on channel selection. A high-resolution rate wheel, which may also be used for fader paging shall be provided.

9. Control surface buttons shall be backlit. This backlighting provides indication of functional states. Backlight intensity shall be user controllable, and shall automatically dim after a defined period of inactivity.

10. Control and programming features for automated fixtures shall also include: a standard library of fixture profiles, the ability to copy and edit existing profiles and create new profiles, patch displays including channel and output addressing, 16-bit fade resolution, color characterization allowing color mixing and storing in Hue and Saturation or native device values.

11. System information, including playback status, live output and blind values for all record targets shall be displayed on a maximum of three external high resolution DVI/SVGA monitors, which may also be multi-touch
touch-screens. All displays may also be routed to two of the integral touch screens.

12. A context sensitive on-line Help feature shall explain and provide an example of the operation of each feature of the system.

13. A fully integrated Virtual Media Server feature shall allow user to map images and animations to a rig array. 40 such maps may be created, each with 12 layers. Systems that rely on external hardware or software for this functionality shall not be acceptable.

14. An optional, fully-functioning, detachable alphanumeric keyboard shall be supported. The keyboard shall allow labeling of channels, cues, presets, groups, palettes, effects, macros, curves, snapshots and the show. The central touch screen shall also repaint to access an integrated alphanumeric keyboard.

15. Console software upgrades shall be made by the user via flash drive; changing internal components shall not be required. It shall be possible to install software updates in all consoles, processor units and remotes from one device over the network.

16. The console operating software shall be loaded into program execution memory from the internal hard drive when the console is powered. In the event of an uncontrolled shutdown, the console shall return to its last output state when power is restored.

17. Integrated dimmer monitoring features shall be provided to allow indication of dimming system status, error states and dimmer load monitoring. Adjustment of dimmer configuration shall also be supported. Communications with the dimming system shall utilize ANSI E1.17 2006 - Entertainment Technology - Architecture for Control Networks.

18. Integrated RDM device features shall be provided. The console shall discover and patch RDM devices. The console shall monitor RDM devices to allow indication of RDM device online/offline status error states. The console shall be capable of changing settings of RDM devices such as the DMX start address. Communications with the RDM devices shall utilize ANSI E1.20 2006 – Remote Device Management.

19. Network configuration tools shall be provided from within the desk.

20. Show data may be created and modified on a personal computer, using either Windows XP or Windows7, or a Macintosh platform running OS X, via a free offline editing application.

21. A PC, using either Windows XP or Windows 7, or a Macintosh (Intel only) running OS X using the offline software application shall be able to connect to a control system via the network and view or modify current show data in an independent display environment, using an Eos Client Dongle. When connected without the dongle, the computer shall operate in Mirror Mode, with the device to be mirrored selectable by the user.

22. Synchronized backup shall be provided via another full console on the network or by use of a remote processor unit. The backup console/RPU shall maintain synchronized playback with the master and shall take over control of the lighting system upon loss of communication with the master. Use of two RPUs to service and backup system output is also supported.

23. A maximum of twelve users may access and interact with show data simultaneously. Each user shall have an individual workspace. User identification may be assigned to more than one control device, allowing users to work in tandem, or allowing a designer/ALD to mirror the current display format, mode and command line of the associated programmer. Partitioned control allows discrete control of channel/parameter groupings by user. Partitioned control may be easily enabled and disabled with no need to merge show data from multiple users.

24. The system shall support up to 32 individual simultaneous Time Code inputs or Event lists.

C. Controls and Playback
1. Manual Control and Programming Section
   a. The console keyboard shall be grouped by function. Major groupings shall be record target functions, numeric keys, level assignment functions, display navigation functions and controls, as well as non-intensity parameter controls.
   b. The command keypad shall be fully interactive with direct selects, which provide "one touch" selection of channels, groups, palettes, presets, effects, snapshots and macros.
   c. Non-intensity parameters may be set numerically via an extensible keypad on the central LCD. This control shall be fully interactive with the moving light encoders controls and the virtual controls. The LCD touch screen associated with the encoders shall display the current encoder function. The touch screen shall also access available modes for each parameter type, min and max values for each parameter as applicable, as well as home position on a parameter basis. Each encoder shall support push button control for coarse and fine. Tactile feedback shall indicate full and half frame positioning of certain controls.
   d. Only those parameters available for control in the active lighting system shall be displayed for control. Displays shall condense or lowlight parameters not available to selected channels. Alternatively, the encoders may be placed in a state allowing parameters not applicable to the current selection to be suppressed.
   e. Lamp controls provide direct access to luminaire functions such as striking and dousing arc lamps and calibrating entire fixtures or individual mechanisms of fixtures, as provided by the luminaire manufacturer. User access to these features is normalized across all manufacturers for ease of use. Use of a "control channel" for accessing these functions shall not be required and systems requiring use of control channels for these functions shall not be acceptable. Lamp control commands may be staged, and channels which have been sent lamp on commands so indicated in live.
   f. Fan functions shall be provided both via command line operation and through encoder controls.
   g. Highlight shall be supported, with user definable highlight values. Lowlight conditions may be defined for selected, but not specified channels. Rem Dim commands, at specific levels by channel, may be optionally and automatically called with the highlight command.
   h. Fixtures with CMY or RBG color mixing may be set with direct CMY or RBG encoder controls or the command line, as well as the Hue and Saturation encoders and/or color picker. Color may also be set directly to a gel match, via a graphic selection tool or from the command line.
   i. The Virtual Media Server function shall allow the user to create layouts of devices, identified as pixel maps. Media content (images, movies, text and procedurally generated effects) may then be applied, manipulated and stored. Stock content is provided and the user may import his own imagery and animations.
   j. Macros may be set to run as default. Default macros called manually shall post to the command line, but executed via cue lists shall run in the background. The user may override this behavior by defining the macro to always execute in the foreground or background, regardless of the recall method.

2. Playback Section
   a. The playback faders shall consist of a motorized 100mm Master Fader pair with associated Load, Go and Stop/Back buttons and a 10 x 30 page fader array.
   b. Up to 200 playback faders may be defined on the 10 fader x 30 page fader array. Each playback shall have an associated 100mm motorized potentiometer, Load, Go and Stop/Back button.
   c. It shall be possible to instantaneously halt an active cue, back to the previous cue, manually override the intensity fade or manually override the entire fade. It shall be possible for a cue list to contribute to the background state or for the contents of each cue list to be withheld from such.
   d. Playback faders shall have the following associated controls:
      1) Freeze, which halts the output of the fader;
      2) Stop Effect, which stops the action of an effect;
      3) Filter, to assign filter states to a fader;
4) Go To Cue 0, to reset a cue list;
5) Off, to turn off the contents of a playback, releasing control to the background state or to set to null;
6) Assert, to replay an active cue;
7) Release, to release control to the background and reset the cue list;
8) Spread, to access virtual controls for multipart cues;
9) Timing Disable, channel filters and independent status may also be defined;
10) The potentiometer shall be configurable as a proportional master, an intensity master, or manual master;
11) Rate override and fader paging are supported with a wheel encoder and associated controls.

3. Submasters
   a. Up to 300 proportional, fully overlapping additive, effect or inhibitive submasters may be defined. Submasters shall have colored LEDs to indicate submaster status. Each submaster may have fade up, dwell and down fade times. Each has a bump and assert/channel select button. Submasters may be set to independent.
   b. Submasters may be set to HTP or LTP intensity. Non-intensity parameters on submasters shall be LPT only.
   c. Exclusive mode for a submaster shall prohibit the live contribution of that submaster from storing to cues or other submasters. Shield mode prohibits access of associated channels from any other playback or manual control operations.
   d. A submaster potentiometer may be defined as proportional or intensity master. When set as an intensity master, mark and unmark features are supplied.
   e. Motorized faders shall set submasters to required positions as fader pages are changed.
   f. The submaster blind buffer shall be linked directly to live playback.
   g. It shall be possible to set submaster values directly from the command line.
   h. LTP submasters may be set to fade to background or to minimum value when the fader is returned toward zero.
   i. Submaster values may contribute to the background state or withheld from such.

4. Grand Master Faders
   a. The location of the Grand Master shall be user definable. The grand master shall have associated blackout and blackout enable buttons.
   b. Blackout shall send all associated intensity outputs to zero. Non-intensity outputs shall not be affected.
   c. Motorized faders shall set grand masters to required positions as fader pages are changed.

5. Display Controls
   a. Format shall change the view of selected displays.
   b. It shall be possible for the user to choose which parameter categories or parameters (s)he wishes to display.
   c. Flexichannel shall change which channels are viewed in selected displays, as follows:
      1) All channels
      2) Patched channels
      3) Show channels
      4) Active/Moved channels
      5) Selected channels
      6) Manual Channels
      7) View channels (user identified list)
      8) Channels with discrete timing
   d. Expand shall extend the selected view sequentially across connected displays, vertically or horizontally.
   e. [Time] depressed shall display discrete timing data. [Data] suppressed shall display absolute values of referenced data. These functions may be latched.
   f. Displays may also be toggled to show stored data currently manually overridden, the source of the
current parameter data and referenced marking data.

g. Playback status displays are provided with a variety of different formats. Indications are provided per cue for live moves (lights fading from zero and also moving non-intensity parameters) and dark moves (inactive lights which have stored non-intensity parameter moves).

D. Operating Modes

1. Live Mode

a. Channel lists may be constructed using the +, -, and Thru keys as well as the direct selects. Channel selection and deselection is fully interactive, regardless of the method used.

b. Levels may also be set with the keypad, level wheel and non-intensity encoders. “Selected” channels shall be those last addressed and under keypad control. Controls are provided for single button access to the last selected channel list, all channels with manual levels and all active channels.

c. Channels may be set at a user defined default level using the Level key. +% and -% keys adjust channels quickly by user definable values.

d. Channels and/or channel parameters may be captured. Capture mode shall allow the user to selectively capture channel data at specific levels. Captured data shall be indicated on the Live display.

e. Sneak shall be used to restore specified channels to background states, default values, or to send them to specified values, in user specified times.

f. Selected channels may be set at a level or held to current values while all other channels are set to zero using Rem Dim. Toggling Rem Dim shall restore all unselected channels to original levels. The Rem Dim level shall be user definable via the command line or with a default setup value.

g. Channels may be recorded into groups for fast recall of commonly used channels. 1000 groups shall be available. Groups shall store selection order. The Offset function supports rapid creation of ordered groups, including reverse and random order.

h. Parameter settings may be stored to Intensity, Focus, Color and Beam Palettes and to Presets. All referenced data may be stored to whole numbers or to up to 99 decimal places between each whole number.

i. The following conditions may be placed on a channel or channel parameter to be included with a cue record action.
   1) Discrete fade time and/or delay
   2) Block flag
   3) Assert flag
   4) IFCB Filters, which may be set at a parameter level.

j. 999 cue lists may be stored. Cues may be recorded in any order. Up to 99 decimal cues may be inserted between any two whole number cues. Each cue may contain a maximum of twenty parts. Parameters may be automatically assigned to specific parts or assigned when the part is created.

k. It shall be possible to record cues and cue parts with the following information:
   1) Any collection of channel data, as determined by the use of “Record”, “Record Only” or selective store commands, combined with parameter filters.
   2) Cue Level timing and delays for Intensity Up, Intensity Down, Focus, Color and Beam.
   3) Follow or hang time
   4) Link instruction
   5) Loop value
   6) Block, Assert, Preheat, and/or Mark Flag
   7) Curve
   8) Allfade
   9) Label and note
   10) Execute list to trigger other activity

l. Non-intensity channel parameters may be marked (preset), in two ways. Automark presets any parameters transitions in the cue just prior to intensity becoming active. Automark may be disabled on a cue or cue part basis, enabling a “live” move. Alternatively, non-intensity parameters may be marked to
a specific cue with a single command instruction. It shall not be necessary to store these parameters directly into the cue in which the movement is to occur.

m. Any channel parameter may be stored with an effect instruction. These effects may contain relative offsets from current value, or absolute instructions. Effects may be progressive action or on/off states. Entry and exit behaviors shall modify the channel parameters activity when beginning and ending the effect.

n. Update may be used to selectively add modified parameter data quickly to that parameter's current source. Update may be specified to modify referenced data content or break the link to that content. An interstice dialogue informs the user of the content that will be Trace may be used to modify the data to the original source of its move instruction. It shall be possible to update inactive record targets.

o. Recall From quickly pulls specified data from record targets or other channels into the current view.

p. Copy To quickly copies selected data to specified channels or other record targets.

q. Address and channel check functions shall be provided.

r. Channel parameters may be "parked" at levels. Those levels are not added to any live record operations, nor may they be changed until the parked element is "unparked". Scaled park provides real time proportional adjustment of stored intensity values. Address Park shall also be provided.

s. About shall provide detailed status of selected channels or specified record targets. This shall include current source, current value, discrete timing, parked value, marked to and for indications. Background levels and current DMX output are also displayed. Channel usage indicates submaster and cue information and also provides a "dark moves" report on a per channel basis.

t. 1000 snapshots may be stored which instantly recall specified front panel and display configurations.

u. Live data may be displayed in a summary view or detailed table orientation.

v. Query shall allow selection of channels by their current or possible state. Keywords and fixture types shall allow quick access to fixtures.

w. User definable home positions, on a per channel basis, may be defined.

x. Undo shall be used to sequentially step back through manual operations or to undo record and delete actions. It shall be possible to undo multiple commands in one action.

2. Blind.

a. The Blind display allows viewing and modification of all record targets without affecting stage levels.

b. Record target data may be displayed in a summary view, a detailed table orientation or a spreadsheet view, which allows quick data comparisons, move and replace functions.

c. Changes to blind data shall be automatically stored. Range selection of both record targets and channels shall be supported.

3. Fader Displays

a. Fader displays isolate the stage view to the contributions of the specified playback. Live modifications to channel levels may be made and re-recorded in this mode.

4. Patch Display

a. Patch shall be used to display and modify the system control channels with their associated library data.

b. Each channel may be provided with a proportional patch level, curve, label, swap and invert functions, as well as keywords to service Query.

c. Accessing library data to patch multiple parameter fixtures may be accomplished entirely from the command line. Use of a pointing device to patch to moving lights shall not be required.

d. Offset functions in patch shall allow selection of channel ranges and shall allow the user to establish a "custom" footprint for any device output.

e. Custom color wheels, color scrolls and gobo wheels shall be defined in patch. These devices shall be created with a simple table and graphical user interface supported by images of major manufacturers.

f. RDM discovery and device monitoring shall be supported.

g. Copy to and Move functions shall be supported in patch.
5. Setup/Browser
   a. Setup shall access system, show and desk configurations.
   b. It shall be possible to partially import Eos/Ion show files. Users shall be able to select as much or as little of the show file as required, with renumber tools.
   c. It shall be possible to import ASCII and Lightwright data files. It shall be possible to export as ASCII or .csv.
   d. Setup shall also access show data storage, import, export, print to .pdf and clear functions, as well as show data utilities.

E. Interface Options
   1. The console shall support a variety of local interfaces:
      a. AC input
      b. USB (seven ports for items such as alpha-numeric keyboard, mouse, touch screens, USB Flash drive…)
      c. Ethernet (two ports): 802.3af compliant power over Ethernet port. Each port can power one Gateway.
      d. Three DVI video output connectors, supporting DVI/SVGA monitors as 1280x1024 resolution minimum. Touchscreen support of any/all of these monitors is provided.
      e. Phone Remote
      f. Contact Closure
      g. 2 DMX/RDM ports

F. Physical
   1. All operator controls and console electronics for a standard system shall be housed in a single desktop console, not to exceed 30.5" wide, 23.2" deep, 10.9" high, weighing 60 pounds. Console power shall be 90 – 240V AC at 50 or 60Hz, supplied via a detachable power cord.

G. Accessories
   1. 2x20 universal fader wings
   2. Flight Case
   3. Training DVDs

H. Warranty
   1. Manufacturer’s warranty required against manufacturing and workmanship defects for a minimum of two (2) years.
   2. Loaner equipment must be available during repairs.
   3. Technical support must be available 24 hours per day/7 days per week in case of emergency.

AWARD CRITERIA

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

GENERAL CONDITIONS

DEFAULT: In case or default by the Contractor, Coastal Carolina University reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Contractor until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.
Any contract entered into by Coastal Carolina University resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quotation deadline.

Unit prices will govern over extended prices unless otherwise stated.

Coastal Carolina University shall consider payment discounts in the award of this contract when such discounts are for thirty (30) days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University’s position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1550 (b) of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless Coastal Carolina University, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of Coastal Carolina University, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

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

**Termination:** Subject to the provisions below, the contract may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

**Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

**Termination for Cause:** Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

**HIPAA Law:** The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Coastal Carolina University may require to ensure compliance. Additional information may be viewed at: http://www.sc.edu/hipaa/

**SPECIAL CONDITIONS**

**INSTRUCTIONS TO OFFERORS – SPECIAL INSTRUCTIONS**

**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 - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

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)).

Address:  
Telephone: (     )      -

INFORMATION FOR OFFEROR’S TO SUBMIT

MINORITY PARTICIPATION (JAN 2006)
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?  Yes  NO

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?  Yes  NO

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.)

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT – INSTRUCTIONS
The form I-312 should be submitted to Coastal Carolina University, Office of Procurement & Business Services. This form is not submitted to South Carolina Department of Revenue.

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 $1,00 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.

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 South Carolina Department of Revenue.
The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer:

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address:

4. Federal Identification Number:

5. □ Hiring or Contracting with:
   Name:
   Address:
   □ Receiving Rentals or Royalties From:
   Name:
   Address:

6. I hereby certify that the above-named nonresident taxpayer is currently registered with (check the appropriate box):
   □ The South Carolina Secretary of State or
   □ The South Carolina Department of Revenue

   Date of Registration: / /

7. I understand that by this registration, the above-named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above-named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40 (b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Name: ____________________________ (Seal) _______________________
(Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)

If Corporate officer state title: Date: / /