

City of Isle of Palms, South Carolina
Request for Proposals (RFP) 2021- 03
Audio Visual Design and Implementation Services

In compliance with the City of Isle of Palms procurement ordinances, the City is requesting proposals from qualified vendors to design and implement audio visual technology in the City Hall Council Chambers. The request will be awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all proposals and to waive irregularities.

Project Overview

The City of Isle of Palms desires to modernize and upgrade Council Chambers with the latest Audio Visual (AV) technology, including but not limited to new cameras, streaming equipment, microphones, TVs, and speakers.

The City is looking for a qualified vendor to provide professional services for this effort by designing and implementing upgrades to enhance the quality of the audio, visual and livestreaming capabilities. The solution should be simple to operate and require minimal maintenance.

Mandatory Requirements:

- One (1) scheduled walk through of Council Chambers
- Replace existing microphones with fourteen (14) new microphones, two (2) must be wireless
- Install two (2) TVs to be used for display of presentations
- Install new speaker system to improve audio inside room and via livestreaming
- Integrate with video streaming platform, including closed captioning, with vendor provided SDI AMAX encoder
- Install system to facilitate external meeting participants (Zoom/Teams/etc.) to show on the live video stream and TVs in room (along with Audio)
- Install 2 new cameras and external feeds (cameras should pan and zoom as needed)
- Install cabling for all audio/video work that is hidden or minimally visible
- Provide hands on training of all AV technology installed
- Provide documentation on network setup and instructions on how to use all equipment
- Provide minimum of three (3) references with contact information

Proposal Evaluation Criteria

- Adherence to best practices to yield a safe, reliable, neat, clean and easy to operate AV installation
- Experience in similar installations
- References for similar installations

- Timeline for completion of project and proposed downtime to customer – with proper planning around meetings.
- Cost
- On-going support, training and availability for support 24/7

Proposal Requirements

- The contractor must provide documentation articulating their qualifications, how many years of experience they have in the area of AV design and implementation. They must also provide at least 5 references, include for each, their point of contact, company name, address and phone number.
- The Contractor shall provide detail pricing of all design and installation services.
- A 100% performance bond will be delivered to the City of Isle of Palms no later than five (5) business days after the award of the contract. The performance bond will expire no earlier than the fifteenth day after the completion of the project. Provided the City of Isle of Palms deems all work acceptable and complete; the performance bond will be returned to the awardee no later than ten business days from completion of project.
- Warranty
 - Labor: Provide a 12-month labor guarantee of all shop and field fabricated components and all QSYS control functionality. This includes the labor to remove and replace any/all defective audio, power or video cabling.
 - Materials: Provide a 12-month warranty of all small components i.e. cables, connectors, stands, custom fabricated products. All other audio, power and video components are covered by each respective manufacturer’s warranty and subject to their implicit terms.
 - Provide any software maintenance agreements or warranty information
 - Provide information on any manufacturer or third party hardware warranties

Mandatory Pre-Proposal meeting

Proposers are required to attend a mandatory pre-proposal meeting to be held on **Wednesday, October 6, 2021 at 2:00 p.m.** at Council Chambers, located at City Hall 1207 Palm Boulevard.

Deadline for Questions

The deadline for questions is **5:00 p.m., Friday, October 8, 2021.** Proposers should send questions regarding this Request for Proposals to Desirée Fragoso, City Administrator, in writing by email to desireef@iop.net . Questions received before this deadline will be answered via addendum posted on the City’s website at <https://www.iop.net/requests-Proposals -proposals> . If an addendum is issued, proposers must acknowledge receipt of the addendum with their proposal. Questions received after this deadline will not be answered.

By submitting a proposal, proposers attest that they have read the “Agreement for Services” that is included in this Request for Proposals and are prepared to execute these documents should they be the successful proposer.

Deadline for Submission

Deadline for submission is 2:00 p.m., Monday, October 18, 2021. Submissions must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked RFP 2021-03“Audio Visual Design and Implementation Services” and include one (1) hard copy and one (1) electronic copy in PDF format. The City accepts no responsibility for electronic submissions, and it will be the responsibility of the proposers to verify receipt by the City.

Proposals may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any proposer of any particular means of delivery of Proposals.

If an addendum is issued, proposers must acknowledge receipt of the addendum with their Proposals.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent’s organization as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City’s acceptance or non-acceptance of the proposal or the rejection of any and all Proposals. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFP have been met.

By signing its proposal, Proposer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Proposer and its subcontractors or sub-subcontractors; or (b) that Proposer and its 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." Proposer agrees to include in any contracts with its subcontractors language requiring its 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.

If the Proposer is a corporation, state your correct corporate name and State of incorporation. If Proposer is a partnership, state names and addresses of partners. If Proposer is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to submit proposals and enter into contracts.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT FOR AUDIO VISUAL
DESIGN AND IMPLEMENTATION SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 2021, by and between the City of Isle of Palms, S.C. (“City”) and _____ (the “Consultant”).

WHEREAS, City desires to engage the professional services of the Consultant to design and implement audio visual technology in the City Hall Council Chambers (the “Project”); and

WHEREAS, Consultant agrees to perform the services pursuant to the terms and conditions hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Consultant agree as follows:

1. Scope of Services.

A. Consultant agrees to provide all labor, equipment, tools, materials, supplies, and incidentals which are required to perform all services for the Project pursuant to the Proposal submitted by Consultant to City dated _____, 2021 (the “Proposal”), a copy of which is attached hereto as “Exhibit I” and made a part of this Agreement by reference thereto. In the event of a conflict between any provision contained in the Proposal and any provision contained in this Agreement, the terms of this Agreement shall control.

B. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the

Consultant will, without additional compensation, correct those services not meeting such a standard. Consultant agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Consultant pursuant to this Agreement.

2. Contract Price. For all services to be performed by Consultant on the Project, City agrees to pay to Consultant the sum of _____ (\$ _____ .00) Dollars, payable as set forth in Exhibit I.

3. Time of Performance. Consultant understands the time sensitivity of the Project and agrees to complete the services on the Project in a timely manner in accordance with the Project schedule set forth in Exhibit I. Provided, however, that if performance by the Consultant is delayed for reasons or causes beyond the control of Consultant (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, pandemic, and casualty losses) the Project completion date shall be extended accordingly.

4. Change Orders. The City has the right to require alterations or changes (“Change Orders”) to the Project and in such case, Consultant agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Consultant in writing prior to the commencement of the Change Order.

5. Permits, Fees and Licenses. Consultant agrees to apply for, obtain and pay for all governmental permits, fees and licenses necessary for the Consultant’s performance and completion of the services under the Project (including, but not limited to, a City business license).

6. Indemnification and Insurance.

A. Consultant agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney’s fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments,

finest or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Consultant's performance of the services under this Agreement. In the event of any such claims made or suits filed, City agrees to give Consultant written notice thereof, and Consultant shall have the right to defend or settle the same to the extent of its interests hereunder.

B. Consultant shall procure and maintain in effect during the term of this Agreement, insurance coverage in amounts and on terms not less than set forth below:

1) General Liability: Comprehensive general liability insurance coverage in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage;

2) Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000.00 each occurrence;

3) Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Consultant in the amount of \$1,000,000.00 per claim and in the aggregate;

4) Workers' Compensation: Consultant agrees to maintain workers' compensation coverage on its employees as required by the State of South Carolina workers' compensation laws.

All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Consultant.

Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City.

7. Breach. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. City may terminate for any reason upon thirty (30) days' written notice. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

8. Site Investigation. Consultant acknowledges that it has inspected the service areas and has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Consultant contemplates may in any way affect the work under this Agreement.

9. Notices. All notices, consents, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desirée Fragoso, City Administrator
City of Isle of Palms
Address: PO Box 508, Isle of Palms, SC 29451

Consultant:

Name: _____
Address: _____

10. Mediation. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

11. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes and nullifies all prior or contemporaneous agreements or representations by either party which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended only by a written agreement signed by each party.

12. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

13. Governing Law; Severability. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. Subcontracting and Assignment. Consultant agrees not to enter into any subcontracts, leases, agreements, or assignments pertaining to this Agreement or any interest or right herein, either voluntarily or by operation of law, without prior written approval of City.

16. Section Headings. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned officers, as of the date stated above.

WITNESSES:

The City of Isle of Palms, S.C.

By: _____

Title: _____

(as to City)

_____ (Consultant)

By: _____

Title: _____

(as to Consultant)

EXHIBIT I

(Attach Consultant's Proposal dated _____, 2021)