



Town of Summerville  
ATTN: Michelle Beltz, Purchasing Agent  
200 S. Main Street, Summerville, SC 29483  
T: 843/8514201 | F: 843/871.0634  
mbeltz@summervillesc.gov

Proposal Title: A/V, Network & Security System- Rollins Edwards Community Center	
Proposals will be received until: February 15, 2019 - 3:00 p.m.	
Vendor Name:	FEIN/SS#:
Vendor Address:	State Contractor #:
City/State/Zip:	
Telephone Number:	Fax Number:
Authorized Signature: _____	
Title: _____	
Date: _____	
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Proposal and certify that I am authorized to sign this Proposal. This signed page must be included with Proposal submission.	

## **Request for Proposal**

### **Audio / Visual, Network and Security System**

The Town of Summerville (hereinafter referred to as "Town") is seeking sealed Proposals for an Audio/Visual, Network and Security System in accordance with the specifications outlined in this Proposal package.

Proposal packages are available on the town website ([www.summervillesc.gov](http://www.summervillesc.gov)) under **RFP's, Qualifications, & Proposals**. Sealed Proposals are due by **3:00 p.m. on Friday, February 15, 2019** at which time they will be opened and publicly read in the 2nd floor Training Room at the Summerville Town Hall Annex, located at 200 S. Main Street, Summerville, SC 29483. **Late Proposals will not be accepted, NO EXCEPTIONS. A MANDATORY pre-Proposal meeting and tour of the Rollins Edwards Community Center at 301 N. Hickory Street, Summerville, SC 29483 will be held on Friday, February 1, 2019 at 10:00 a.m.**

All inquiries related to this Proposal must be submitted in writing, via e-mail, to Purchasing Agent, Michelle Beltz ([mbeltz@summervillesc.gov](mailto:mbeltz@summervillesc.gov)) so they can be addressed through a posted addendum. All registered Respondents will receive an e-mail notification when project addenda are posted. The cut-off date for questions will be **Thursday, February 7th, 2019 at 5:00 p.m.** **All addenda will need to be signed and included with the submitted Proposal package.** Any Proposal packages which do not include the signed addenda may be disqualified.

The Town reserves the right to reject any and all Proposals, to waive all formalities and to award the contract as it appears to be in the best interest of the Town. The right is also reserved to hold any and all Proposals for a period not exceeding ninety (90) days from the opening thereof.

This solicitation does not commit the Town to award a Proposal or contract, to pay any cost incurred in the preparation of the response or to procure or contract for goods or services listed herein.

The Town reserves the right to reject any and all responses, to cancel this solicitation and to waive any technicality, if deemed to be in the best interest of the Town.

**Proposal  
Form**

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**RESPONDENT SHALL COMPLETE PROPOSAL FORM AND RETURN TO THE TOWN.  
FAILURE TO SUBMIT PROPOSAL ON THIS FORM MAY RESULT IN DISQUALIFICATION.**

**PROPOSAL OF:** \_\_\_\_\_  
**(NAME OF CONTRACTOR)**

**PROPOSAL HOLDING TIME AND ACCEPTANCE**

By signing your offer, you agree that this Proposal may not be revoked or withdrawn after the time set for the opening of Proposals, but shall remain open for acceptance for a period of not less than ninety (90) days following the Proposal opening date.

**ILLEGAL IMMIGRATION**

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] (NOV. 2008)  
(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov).)

**ETHICS CERTIFICATE**

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] (May 2008)

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**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

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. BY SUBMITTING AN OFFER, THE OFFEROR CERTIFIES COMPLIANCE. [02-2A032-1] (MAY 2008)

**RESPONDENT'S STATEMENT/NON-COLLUSION:**

I, the undersigned, certify that this Proposal does not violate Federal or State Anti-Trust laws and that I have received and read the solicitation documents and understand that this Proposal is subject to all conditions thereof. The undersigned offers and agrees, if this Proposal is accepted within ninety (90) calendar days from the date of the opening, to furnish services to the Town in accordance with the performance requirements of the solicitation.

A signature below indicates that the Respondent herein, his agents, servants and employees have not in any way colluded with anyone for and on behalf of the Respondent or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Respondent, or themselves to gain any favoritisms in the award of the contract herein.

**I have carefully reviewed the price as indicated in this Proposal to the Town and to the best of my belief and knowledge; it is complete and accurate including any incidental cost.**

**Authorized Signature:** \_\_\_\_\_

**PROPOSAL DUE DATE AND TIME: Friday, February 15, 2019 at 3:00 p.m.**

I, the undersigned, have reviewed and after having examined all the solicitation documents and acknowledged all Addenda, if applicable; agree, if selected by the Town, to execute the entire work in the solicitation documents to provide an A/V, network and security system for the Rollins Community Center located at 301 N. Hickory Street, Summerville, South Carolina 29483.

The total Proposal amount as indicated herein, is inclusive of all costs, including all labor, supervision, materials, supplies, and equipment that are not provided by the town, taxes, insurance, permits and any other costs incidental or otherwise, to provide an Audio Visual, Network and Security System.

**TOTAL PROPOSAL AMOUNT** \$ \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

## **Instructions to Respondents**

### **Successful Respondent**

The successful Respondent shall be required to assume the sole responsibility for the complete effort as required by this solicitation. The Town will consider the successful Respondent to be the sole point of contact with regard to contractual matters, and will be responsible for the quality and timeliness of the work.

### **Business License/Permits**

The successful Respondent and all subcontractors, if any, shall have or obtain a Town of Summerville business license. Please contact the business license office at (843) 851-4215 for information about obtaining your business license.

The successful Respondent and all subcontractors, if any, shall obtain permits, as may be necessary, and required by the Town, County and State agencies. Any Town required permits shall be issued by the Town at no cost to the successful Respondent.

### **Termination**

Subject to the provisions below, any contract resulting from this solicitation may be terminated by the Town, provided a fifteen (15) day advance notice, in writing, is given to the vendor.

- a) *Non-Appropriations:* In the event sufficient appropriations are not made to pay the charges under the contract, it shall terminate without obligation to the Town.
- b) *Convenience:* In the event that this contract is terminated or canceled upon request and for the convenience of the Town without the required fifteen (15) day advanced written notice, then the Town shall negotiate reasonable termination costs, if applicable.
- c) *Cause:* Termination by the Town for cause, default or negligence on the part of the successful Respondent shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The fifteen (15) day advanced notice requirement is waived and the default provision listed herein shall apply.

### **Default**

In case of default by the successful Respondent, the Town reserves the right to purchase any or all items and services in default in open market, charging the successful Respondent with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING SUCCESSFUL RESPONDENT WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

### **References**

A minimum of **three (3) references** shall be submitted with the Proposal.

## **Insurance**

The successful Respondent shall within ten (10) days of execution of contract, provide to the Town a Certificate of Insurance certifying proof of insurance for all coverage specified in the contract documents.

Certificates of Insurance acceptable to the owner shall be filed with the owner prior to the commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the owner. All insurance policies shall be issued by responsible companies whom are acceptable to the Town and licensed and authorized to do business under the laws of the State of South Carolina. The successful Respondent shall affect insurance to protect the interest of the contractor, subcontractors and sub-subcontractors in the work. The successful Respondent shall provide proof of such insurance to the Town by providing a Certificate of Insurance reflecting such coverage and adding the Town as a certificate holder. The Certificate of Insurance shall endorse the Town as an additional insured on all policies.

The successful Respondent shall procure and maintain, at the successful Respondent's own expense during the contract time, Liability Insurance as hereinafter specified.

- a) Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the successful Respondent and protecting the successful Respondent from all claims for personal injury; including death and all claims for destruction of or damage to property arising out of or in connection with any operations under this contract, whether such operations be by the successful Respondent or subcontractor employed by the prime contractor.
- b) Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.
- c) Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The successful Respondent shall procure and maintain, at the successful Respondent's own expense during the contract time, in accordance with the provisions of the laws of the State of South Carolina Workers' Compensation Insurance, including occupational disease provisions, for all of the successful Respondent's employees, and in case any work is sublet, the successful Respondent shall require such subcontractor identically to provide Workers' Compensation Insurance, including an occupational disease provision for all the latter's employees unless such employees are covered by the protection afforded by the successful Respondent. In case any class of employees engaged in hazardous work under this contract are not protected under the Workers' Compensation Law, the successful Respondent shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

## **Local Vendor Preference**

Article V, Division 2, Section 2-326, of the Town of Summerville Code of Ordinances states local vendor preference shall be given to those vendors who maintain a principal place of business (owned or rented)

within the town, as registered in official documents filed with the Secretary of State, the Internal Revenue Service, or state Tax Commission and hold a valid town business license.

### **Response**

Respondents shall return sealed Proposals no later than **3:00 p.m. on Friday, February 15, 2019**. Proposals submitted via facsimile machine, or e-mail, will not be accepted.

**Proposals received after the scheduled opening date and time will be disqualified in accordance with the Town's Procurement Ordinance.**

**Proposals may be hand-delivered or mailed to:** Town of Summerville  
Attn: Michelle Beltz, Purchasing  
Agent 200 S. Main Street  
Summerville, SC 29483

### **Indemnification**

To the fullest extent permitted by law, the successful Respondent shall indemnify and hold harmless the Town and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or damage to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the successful Respondent, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist.

### **Town's Rights**

The Town reserves the right to; 1) waive any informalities or irregularities in the Proposal, 2) reject any or all Proposals, 3) select or refrain from selecting the Proposal of any Respondent; and, 4) select the Proposal that is in the best interest of the Town.

This solicitation does not commit the Town to enter into a contract, to pay any costs incurred in the preparation of a Proposal, to procure or contract for the articles of goods or services. The Town reserves the right to accept or reject any or all Proposals received as a result of this request, to cancel in part or in its entirety this solicitation and to negotiate with any or all responsible Respondents, if it is in the best interest of the Town to do so.

## **Proposal Specifications**

Audio/Visual, Network & Security System  
Rollins Edwards Community Center,  
301 N. Hickory, Summerville, SC 29483

### **Audio/Visual System**

Touchscreen interface for A/V management (include required controllers/matrix)  
Wireless microphone and receiver  
Equip small side rooms with in-ceiling speakers (12 total)(zoned to allow rooms to control audio)  
Include required amplifier(s), mixer(s) and cabling  
Telephone interface for paging  
Include A/V inputs, jacks and wiring  
Must integrate (8) existing ceiling mounted Bogen Pendant speakers

### **Security System**

Indoor POE Cameras: Nine (9)  
Outdoor POE Cameras: Nine (9)  
Local or cloud storage to store up to 30 days of videos  
24 port POE Switch  
Installation / wiring

### **Network System**

42" full rack for standard 19" components  
(4) POE Wireless Access Points  
Installation with wiring  
48 port patch panel  
26 port Gigabit POE switch

