



1           **WHEREAS**, the Village desires to move forward with the vendor  
2 selection and contract execution for an upgraded audiovisual system  
3 for the Council Chambers.

4  
5           **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**  
6 **OF PALMETTO BAY, FLORIDA, THAT:**

7  
8           **Section 1.** The Village Council hereby approves the selection of  
9 Stage Pro Audio Corp d/b/a Stage Digital Advisers to audiovisual  
10 services to the Village pursuant to RFP No. 1718-43-001.

11  
12           **Section 2.** The Village Manager is authorized to execute an  
13 agreement with the selected vendor for the amount of \$138,754.99, in  
14 substantial form and content to the attached Exhibit A.

15  
16           **Section 3.** The Village Manager is authorized to execute the  
17 agreement for the Audiovisual System for the Village of Palmetto Bay  
18 Municipal Building with the following specifications based on the RFP  
19 cost proposal breakdown:

20  
21           A. General Audiovisual equipment needs (AV room/2 surge  
22 protectors) for the cost amount of \$75,017.99 – Attachment 2A;

23  
24           B. Council Chamber needs (w/TVs) for the cost amount of  
25 \$56,605.00 – Attachment 1B;

26  
27           C. Village Clerk Station needs for the cost amount of  
28 \$7,132.00 – Attachment 1D.

29  
30           **Section 4.** This Resolution shall take effect immediately upon its  
31 adoption.

32  
33           **PASSED and ADOPTED** this 9th day of July, 2018.

34  
35           Attest:

36  
37           DocuSigned by:  
38           Missy Arocha  
39           Missy Arocha  
40           Village Clerk

                  DocuSigned by:  
                  Eugene Flinn  
                  Eugene Flinn  
                  Mayor

1 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
2 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,  
3 FLORIDA ONLY:  
4

5  
6 DocuSigned by:  
7 *Dexter W. Lehtinen*  
8 \_\_\_\_\_  
9 Dexter W. Lehtinen  
10 Village Attorney

11  
12 **FINAL VOTE AT ADOPTION:**

- 13  
14 Council Member Karyn Cunningham YES  
15  
16 Council Member David Singer YES  
17  
18 Council Member Larissa Siegel Lara YES  
19  
20 Vice-Mayor John DuBois ABSENT  
21  
22 Mayor Eugene Flinn YES

**SECTION 8.0: Agreement**

**VILLAGE OF PALMETTO BAY**

**Audiovisual System for the Village of Palmetto Bay (Municipal Building)**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Proposer" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on \_\_\_\_\_, and

WHEREAS, Proposer submitted a Proposal dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Proposer and agreed to enter into an Agreement with Proposer to perform the services described in the RFP and Proposer's Proposal submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the Village for Audiovisual System for the Village of Palmetto Bay (Municipal Building) RFP No. 1718-43-001 (Exhibit 1).

(ii) Proposal for the Village of Palmetto Bay prepared by Proposer dated \_\_\_\_\_. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

---

Article 2      Scope of Work

A. Proposer agrees to provide the Goods and Services (hereinafter inclusively referred to as the “ Goods and Services”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Proposer represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3      Qualifications

Proposer and the individual executing this Agreement on behalf of the Proposer warrant to the Village that the Proposer is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Proposer possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Proposer acknowledges that due to the nature of this contract, that Proposer must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Proposer shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4      Payment and/or Fees

The Proposer shall submit invoices detailing the good and services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Office of the Deputy Manager, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

Article 5      Reports

A. Prior to commencement of operations under this Agreement, the Proposer shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Proposer under this Agreement.

---

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6      Termination

**A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Proposer of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Proposer's performance). Termination or cancellation of the contract will not relieve the Proposer of any obligations or liabilities resulting from any acts committed by the Proposer prior to the termination of the contract.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Proposer of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Proposer agrees that in the event this Contract is terminated for the Village's breach, the damages that Proposer may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

---

Article 8      Term of Goods and Services

The term relating to the goods that will be installed as described in Exhibit 1 and Exhibit 2 will terminate once installation has been completed, inspection of Village personnel has approved and the commencement of the manufacturer's warranty for the new equipment will commence.

Term relating to maintenance and training shall commence upon the date of execution hereof and shall remain in effect for a period of three (3) years with an option to renew at the Villages request, every year after contract expires but will not exceed more than three (2) extra years, or until terminated by the Village as herein set forth. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this this agreement, an updated insurance certificate will be needed annually.

Article 9      Audit

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Goods and Services by the Proposer under this Agreement, audit, or cause to be audited, those books and records of Proposer which are related to Proposer's performance under this Agreement. Proposer agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

Article 10      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Proposer. The Proposer shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Proposer authorized to use the Village's Tax Exemption Number in securing such materials.

The Proposer shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11      Indemnification

Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Proposer or its employees, agents, servants, partners, principals or sub-Proposers. Proposer shall pay all claims and losses in

---

connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

#### Article 12      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Proposer. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- errors and omissions or Proposer liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer shall be verbally notified of such

deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

#### Article 13      Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 14      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

---

Article 15      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Proposer of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Proposer requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Proposer, whether or not similar to the act so consented to or approved.

Article 17      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Proposer:

Edward Silva, Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 18      Independent Proposer

Proposer is and shall remain an independent Proposer and is not an employee or agent of the Village. Services provided by Proposer shall be by employees of Proposer and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Proposer shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of

their employment with Proposer. The rights granted to Proposer hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Proposers to perform services including those hereunder.

Article 19      Assignment

The Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Proposer shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Proposer from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Proposer to the Village. None of the work or services under this Contract shall be subcontracted unless the Proposer obtains prior written consent from the Village. Approved Sub-Contractor shall be subject to each provision of this Contract and the Proposer shall be responsible and indemnify the Village for all Sub-Contractor's acts, errors or omissions.

Article 20      Prohibition Against Contingent Fees

Proposer warrants that it has no employees or retained any Contractor or person, other than a bona fide employee working solely for Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Proposer, corporation, individual or Proposer, other than a bond fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Proposer all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22      Conflict of Interest

Proposer agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23      Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29      Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30      Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31      Permits, Licenses and Filing Fees

The Proposer shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Proposer's work.

Article 32      Safety Provisions

The Proposer shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33      Public and Employee Safety

Whenever the Proposer's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34      Preservation of Village Property

The Proposer shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Proposer's operations, it shall be replaced or restored at the Proposer's expense. The facilities shall be replaced or restored to a condition as good as when the Proposer began work.

Article 35      Immigration Act of 1986

The Proposer warrants on behalf of itself and all sub-Proposers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 36      Proposer Non-Discrimination

In the award of subcontracts or in performance of this work, the Proposer agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Proposers are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Proposer and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Proposer to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Proposer. An ambiguity or defect shall be considered patent if it is of such a nature that the Proposer, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Proposer or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Proposer to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Proposer shall immediately notify the Village in writing, and the Proposer and all sub-Proposers shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Proposer's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 38      Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued on next page.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

PROPOSER

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Edward Silva  
Print Name

\_\_\_\_\_  
Print Name

Village Manager  
Title

\_\_\_\_\_  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Village Attorney

## Attachment 1

### Proposal of Goods and Services

**Total Price for Equipment to Include:**

- a) equipment
- b) installation
- c) permits
- d) plans (if needed)

\$ \_\_\_\_\_

**Total Price for Maintenance and Training  
Per year:**

\$ \_\_\_\_\_

## **Attachment 2**

### **.pdf Current Equipment List and Layout Diagram**



**Village of Palmetto Bay  
MEMORANDUM**

To: Mayor, Vice Mayor & Councilmembers

Date: July 16, 2018

From: Edward Silva, Village Manager

Re: Addendum to AV System Agenda Item

In response to the questions and comments posed by the Village Council regarding the new AV system item for the Municipal Center, more specifically for the Council Chambers, below is additional information as requested:

**A. RFP COST PROPOSAL BREAKDOWN**

DESCRIPTION*	COST	LINE ITEM DETAIL
General Audiovisual Equipment Needs (AV Room)- <i>No Surge Protectors</i>	\$70,817.99	Attachment 1A
Council Chambers Needs (w/TVs)	\$56,605	Attachment 1B
Lectern/ Podium Needs	\$5,612	Attachment 1C
Village Clerk Station Needs	\$7,132	Attachment 1D
Specialty Lighting	\$20,393	Attachment 1E
TOTAL	\$160,559.99	

*\* Scope of Work detailed on pages 14-16 of RFP No. 1718-43-001*

The scope of work encompassed within the original RFP submittal is consistent with the basic items that the Village requested from the proposers. As read into the public record during the Council meeting, the RFP specifically encouraged proposers to provide solutions that make the viewing experience better for the residents watching Council meetings and other Chambers events from home as well as live attendees. The breakdown provided in Section 4.0 of the RFP was intended to be the basic elements to meet the current needs of the Village.

**B. ADDITIONAL ITEMS TO CONSIDER**

DESCRIPTION	COST	LINE ITEM DETAIL
General Audiovisual Equipment Needs (AV Room)- <i>2 Surge Protectors</i>	\$75,017.99	Attachment 2A
Council Chambers Needs (w/ video wall)	\$73,887	Attachment 2B
Lectern/ Podium Needs	\$5,612	No Change
Village Clerk Station Needs	\$7,132	No Change
Specialty Lighting	\$20,393	No Change
TOTAL	\$182,041.99	

The additional items to consider were requested from the vendor and have been included as options for the Village Council's consideration because questions were raised concerning the visibility of the initially proposed television system for presentations shown in the Council Chambers. The video wall offers an additional option

for a much larger viewing screen, composed of four 55" television monitors (as shown on Attachment 2B) to be installed on each side of the dais.

C. SIDE BY SIDE COMPARISON

DESCRIPTION	As proposed on RFP	Additional Considerations	Cost Difference
AV Room	\$70,817.99	\$75,017.99	\$4,200
Council Chambers	\$56,605	\$73,887	\$17,282
Lectern/ Podium	\$5,612	\$5,612	\$0
Village Clerk Station	\$7,132	\$7,132	\$0
Specialty Lighting	\$20,393	\$20,393	\$0
TOTAL	\$160,559.99	\$182,041.99	\$21,482

D. REFERENCES: In addition to the reference forms included with the RFP submittal, the vendor has also provided the references listed below. These references have been verified by the Village's procurement staff.

- CRESTRON-AUTHORIZED DEALER IN GOOD STANDING SINCE 2010 (see letter included as Attachment 3)
- Company: **CONSTRUCTIVE CONSULTING SERVICES, LLC**
  - Job: High-End Residential Crestron Automation in Key Biscayne.
  - Cost: USD\$148,793
  - Contact: Jose Matos
  - Position: Owner / GC
  - Email: [jmatos@ccsgcontractors.com](mailto:jmatos@ccsgcontractors.com)
  - Phone: (305) 300-5238
  - *Comments: Vendor has been working as a sub-contractor for this firm for over 3 years. Stage Advisors has completed 8 projects with this company. Vendor is reliable. The project cost of \$148,793.00 provided by the vendor was confirmed.*
- Company: **WHITE FEATHER MANAGEMENT, LLC**
  - Job: Profesional Audio and Video Installation, and Maintenance for El Patio, Punch and La Poderosa Night Clubs in Wynwood.
  - Cost: USD\$155,098
  - Contact: Nicolas Hoyos
  - Position: CEO
  - Email: [nicolas@whitefeathermgt.com](mailto:nicolas@whitefeathermgt.com)
  - Phone: (786) 399-9580
  - *Comments: Vendor has completed 3 projects and is currently completing one more for this company. The Company has high regards for the vendor. The project cost of \$155,098 was confirmed.*
- Company: **IMAGESOUND AMERICAS LLC**
  - Job: A/V system, Background Music and Conference System Installation, and Maintenance for Betsy / Carlton Hotel in Miami Beach.
  - Cost: USD\$161,098
  - Contact: Damian Pratt
  - Position: MANAGING DIRECTOR

- Email: [damian.pratt@imagesound-americas.com](mailto:damian.pratt@imagesound-americas.com)
- Phone: (954) 551-5222
- *Comments: Vendor has provided services to this company for longer than 8 years. They have completed various projects and were highly recommended. The cost of the project was verified. They are currently under a maintenance contract with the hotel.*

In addition, staff verified with the vendor that the company has ten employees and does not hire sub-consultants for the installation work.

End of memo.

**Addendum to AV System Agenda Item  
July 16, 2018**

**ATTACHMENT 2A**



## STAGE DIGITAL ADVISORS

Address: 2355 NW 70th Ave. Unit D-1

Office: 7862876191

Miami, 11.07.2018

**Client**  
**Phone**  
**Email**  
**Proposal**

Litsy C. Pittser, Village of Palmetto Bay  
3052591234  
lpittser@palmettobay-fl.com  
47236 - AV ROOM - Audiovisual System  
for the Village of Palmetto Bay  
(Municipal Building)

Dear Litsy C. Pittser according to your request, we are pleased to present our proposal of labor, and equipments needed for your house/unit.

### Scope of work

Below you will find a detailed proposal of all the labor and equipment needed, based on your requirements with the most cost-effective desing.

### Period of performance

Once the client accept the proposal, the design team wil meet the Client, GC, Designers, Architects involve in the project, to reevaluate the location of the equipments and start the new drawing of the project (if needed).

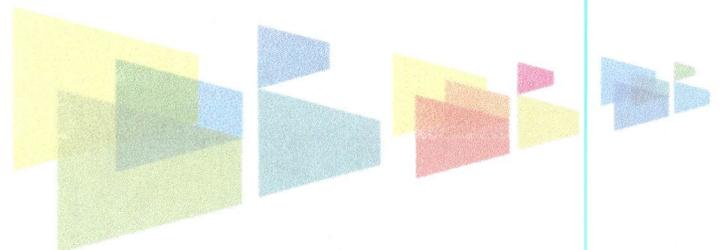
Sincerly,

**Camilo A. Herrera A.**

Sales & Marketing Manager

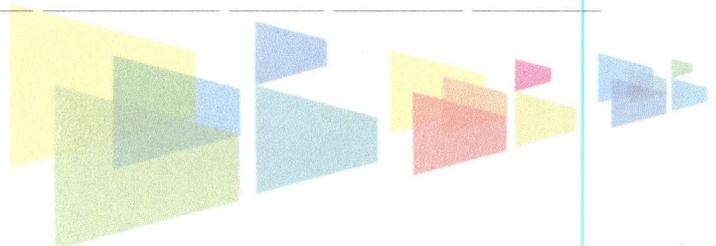
**Email:** camilo@stagedigitaladvisors.com

**Mobile:** (786) 6138553



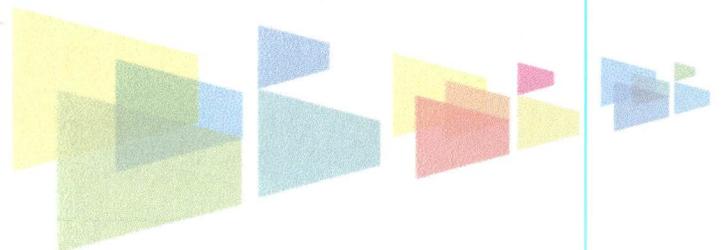
## AV ROOM - Audiovisual System for the Village of Palmetto Bay (Municipal Building)

Mfg.	Description	Image	Qty	Price	Sum
<b>Control Systems</b>					
Crestron	(AV3) 3-Series Control System®		1	5,220.00	5,220.00
Crestron	(CEN-UPS1250) Uninterruptible Power Supply, 1250W, 120V. Includes CEN-UPS1250-BTP Internal Battery Pack.		2	2,100.00	4,200.00
<b>User Interfaces</b>					
Crestron	(TSW-1060-B-S) 10.1" Touch Screen, Black Smooth ** 8 For DIAS, 1 For Clerk & 1 For Control Room		1	2,160.00	2,160.00
Crestron	(TSW-1060-TTK-B-S) Tabletop Kit for TSW-1060, Black Smooth		1	225.00	225.00
<b>Audio Distribution</b>					
Crestron	(DSP-1283) Avia™ 12x8 Digital Signal Processor w/Dante™, USB Audio, AEC, & Audio Conferencing Interface		2	3,600.00	7,200.00
<b>Professional Audio</b>					
Shure, Inc	(DIS-CCU) Central Control Unit For Digital Discussion System DDS 5900		1	1,075.00	1,075.00
Shure, Inc	(ULXD4Q) Quad Channel Digital Wireless Receiver		1	5,015.00	5,015.00
Bose Professional	(PM4500) PowerMatch power amplifier		1	3,998.00	3,998.00



Mfg.	Description	Image	Qty	Price	Sum
Video Distribution					
Crestron	(DM-MD16X16) 16x16 DigitalMedia™ Switcher with: 2, HDBaseT® Certified 4K DigitalMedia Input Card; 10, 4K HDMI® Input Card; 6, 2Channel HDBaseT® Certified 4K DigitalMedia Output Card; 8, 4K DigitalMedia Receiver & Room Controller		1	34,226.99	34,226.99
Crestron	(DM-TXRX-100-STR) HD Streaming Transmitter/Receiver		1	1,800.00	1,800.00
Rack And Other Accessories					
Generic	(SDA-RACK-ACC) Rack Accesories		1	2,400.00	2,400.00
Tripp Lite	(B021-000-19) Tripp Lite KVM Rack Console w/ 19" LCD in 1URM Steel Drawer w Cable Kit		1	685.00	685.00
Structural Wiring					
Stage Digital Advisors	(SDA-CAT6V&D-Outlet) Voice & Data Outlet, 2 Cat6 Home Run To Low Voltage Panel		2	299.00	598.00
General Labor					
Stage Digital Advisors	(SDA-PROG) Programming Labor (Hour)		40	160.00	6,400.00
Stage Digital Advisors	(SDA-LAB-I) Labor Rate (Hour) 2 Men's For Low Voltage Installation		40	100.00	4,000.00
Stage Digital Advisors	(SDA-Eng) Engineering Labor (Hour)		16	90.00	1,440.00
Stage Digital Advisors	(SDA-Trade-in) Trade In discount for existing equipment		1	-5,625.00	-5,625.00

Mfg.	Description	Image	Qty	Price	Sum
------	-------------	-------	-----	-------	-----



Mfg.	Description	Image	Qty	Price	Sum
------	-------------	-------	-----	-------	-----

**AV ROOM - Audiovisual System for the Village of Palmetto Bay (Municipal Building)**

**Summary of Costs**

<b>Subtotal</b>	75,017.99
<b>Tax (7%)</b>	0.00
<b>Grand Total</b>	75,017.99

**Payment Terms**

Percentage	Description	Amount
30%	Start Order	22,505.40
50%	Post Wiring	37,509.00
20%	Complete Installation	15,003.60

**Other Notes:**

See attached a detailed scope of work and relevant documentation regarding the proposed equipment and deployment timeline.

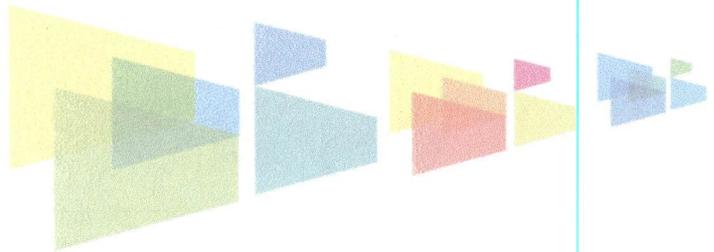
**In Acceptance:**

---

**Litsy C. Pittser**

---

**STAGE DIGITAL ADVISORS**



**Addendum to AV System Agenda Item  
July 16, 2018**

**ATTACHMENT 1B**



## STAGE DIGITAL ADVISORS

Address: 2355 NW 70th Ave. Unit D-1

Office: 7862876191

Miami, 11.07.2018

**Client**  
**Phone**  
**Email**  
**Proposal**

Litsy C. Pittser, Village of Palmetto Bay  
3052591234  
lpittser@palmettobay-fl.com  
47237 - COUNCIL CHAMBERS W/TVs  
- Audiovisual System for the Village of  
Palmetto Bay (Municipal Building)

Dear Litsy C. Pittser according to your request, we are pleased to present our proposal of labor, and equipments needed for your house/unit.

### Scope of work

Below you will find a detailed proposal of all the labor and equipment needed, based on your requirements with the most cost-effective desing.

### Period of performance

Once the client accept the proposal, the design team wil meet the Client, GC, Designers, Architects involve in the project, to reevaluate the location of the equipments and start the new drawing of the project (if needed).

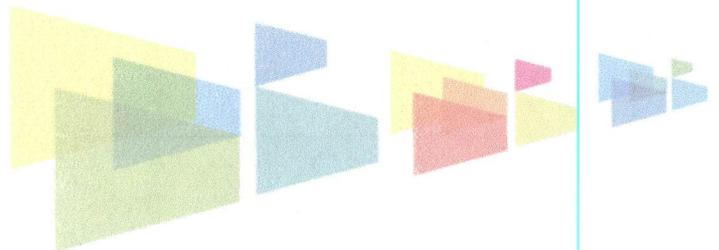
Sincerly,

**Camilo A. Herrera A.**

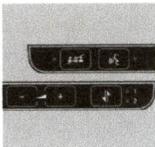
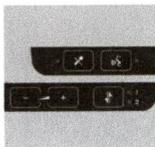
Sales & Marketing Manager

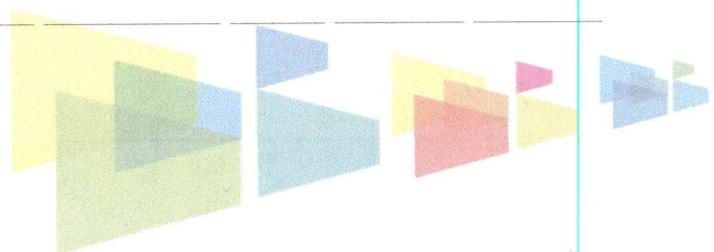
**Email:** camilo@stagedigitaladvisors.com

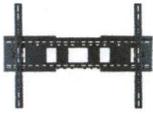
**Mobile:** (786) 6138553

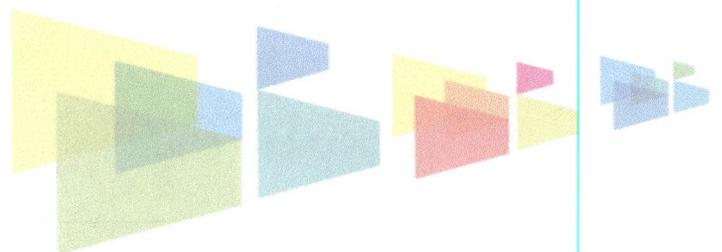


**COUNCIL CHAMBERS W/TVs - Audiovisual System for the Village of Palmetto Bay  
(Municipal Building)**

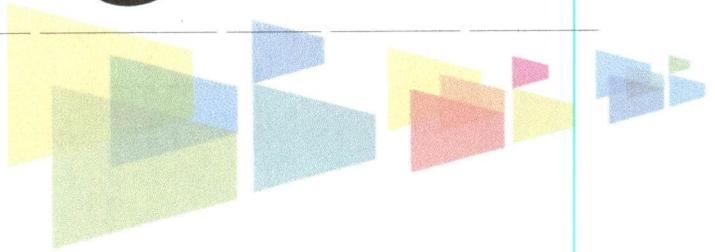
Mfg.	Description	Image	Qty	Price	Sum
<b>User Interfaces</b>					
Crestron	(TSW-1060-B-S) 10.1" Touch Screen, Black Smooth ** 8 For DIAS, 1 For Clerk & 1 For Control Room		7	2,160.00	15,120.00
Crestron	(TSW-1060-TTK-B-S) Tabletop Kit for TSW-1060, Black Smooth		7	225.00	1,575.00
<b>Professional Audio</b>					
Shure, Inc	(GM 5923) Gooseneck Microphones ** 8 For DIAS, 1 For Clerk & 1 For Podium		7	152.00	1,064.00
Shure, Inc	(DC 5900 F) Flush-mounted Discussion Unit ** 8 For DIAS, 1 For Clerk & 1 For Podium		7	272.00	1,904.00
Shure, Inc	(FP 5981) F Frontal Panel ** 8 For DIAS, 1 For Clerk & 1 For Podium		7	87.00	609.00
Shure, Inc	(FP 5981 F OL7) CHAIRMAN OVERLAY WITH SPEAK, DELEGATES OFF, HEADPHONE VOLUME, CHANNEL SELECTION ** For Mayor		1	28.00	28.00
Shure, Inc	(FP 5981 F OL5) DELEGATE OVERLAY WITH SPEAK, MUTE, HEADPHONE VOLUME CONTROL, CHANNEL SELECTION ** 7 For DIAS, 1 For Clerk & 1 For Podium		6	24.00	144.00
Shure, Inc	(UA874XA) Active Directional Antenna		2	374.00	748.00



Mfg.	Description	Image	Qty	Price	Sum
Shure, Inc	(MX150B/C-TQG) Cardioid Subminiature Lavalier Microphone for Shure Bodypack		1	218.00	218.00
Shure, Inc	(ULXD1) Wireless Bodypack Transmitter		1	445.00	445.00
Shure, Inc	(ULXD2/SM58) Handheld Wireless Microphone Transmitter		2	474.00	948.00
Bose Professional	(MA12) Panaray MA12 with Coupling Bracket		2	1,166.00	2,332.00
Video Distribution					
Black Magis Design	(ATEM4K) ATEM Production Studio 4K		1	1,695.00	1,695.00
Sony	(SRG300SE/W) 1080/60P 3-G-SDI AND LIVE IP STREAMING PTZ CAMERA		2	3,849.00	7,698.00
Samsung Professional	(QM-F Series 85") QM85F - Edge-Lit 4K UHD LED Display for Business		2	6,625.00	13,250.00
Rack And Other Accessories					
Sanus	(SANVMPL3B) 27 - 110 Unversal Tilt / 1000x600 ** For New 85" TVs		2	239.00	478.00



Mfg.	Description	Image	Qty	Price	Sum
Sanus	(SANVLF515B1) 51 - 70 Univ Motion/ 700x400 / 15.01 ** For Existing TVs to be relocated.		2	399.00	798.00
<b>Structural Wiring</b>					
Stage Digital Advisors	(SDA-CAT6V&D-Outlet) Voice & Data Outlet, 2 Cat6 Home Run To Low Voltage Panel		8	299.00	2,392.00
Stage Digital Advisors	(SDA-TV-Outlet) TV Outlet 1 Cat5e 1 Cat6e + 1 Coax RG6 Home Run To Low Voltage Panel		2	299.00	598.00
Stage Digital Advisors	(SDA-16x4-SP-Outlet) Speaker Outlet, 1 16x4 Speaker Wire Home Run To Low Voltage Panel		4	199.00	796.00
<b>General Labor</b>					
Stage Digital Advisors	(SDA-PROG) Programming Labor (Hour)		20	160.00	3,200.00
Stage Digital Advisors	(SDA-LAB-I) Labor Rate (Hour) 2 Men's For Low Voltage Installation		20	100.00	2,000.00
Stage Digital Advisors	(SDA-Eng) Engineering Labor (Hour)		8	90.00	720.00
Stage Digital Advisors	(SDA-Trade-in) Trade In discount for existing equipment.		1	-2,155.00	-2,155.00



Mfg.	Description	Image	Qty	Price	Sum
------	-------------	-------	-----	-------	-----

**COUNCIL CHAMBERS W/TVs - Audiovisual System for the Village of Palmetto Bay  
(Municipal Building)**

**Summary of Costs**

<b>Subtotal</b>	56,605.00
<b>Tax (7%)</b>	0.00
<b>Grand Total</b>	56,605.00

**Payment Terms**

Percentage	Description	Amount
30%	Start Order	16,981.50
50%	Post Wiring	28,302.50
20%	Complete Installation	11,321.00

**Other Notes:**

See attached a detailed scope of work and relevant documentation regarding the proposed equipment and deployment timeline.

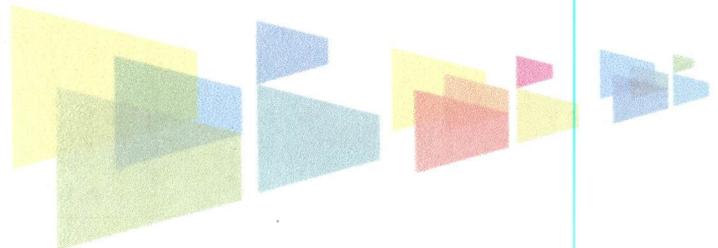
**In Acceptance:**

---

Litsy C. Pittser

---

STAGE DIGITAL ADVISORS



**Addendum to AV System Agenda Item  
July 16, 2018**

**ATTACHMENT 1D**



**STAGE DIGITAL ADVISORS**

Address: 2355 NW 70th Ave. Unit D-1

Office: 7862876191

Miami, 11.07.2018

**Client**  
**Phone**  
**Email**  
**Proposal**

Litsy C. Pittser, Village of Palmetto Bay  
3052591234  
lpittser@palmettobay-fl.com  
47240 - CLERK STATION - Audiovisual  
System for the Village of Palmetto Bay  
(Municipal Building)

Dear Litsy C. Pittser according to your request, we are pleased to present our proposal of labor, and equipments needed for your house/unit.

**Scope of work**

Below you will find a detailed proposal of all the labor and equipment needed, based on your requirements with the most cost-effective desing.

**Period of performance**

Once the client accept the proposal, the design team wil meet the Client, GC, Designers, Architects involve in the project, to reevaluate the location of the equipments and start the new drawing of the project (if needed).

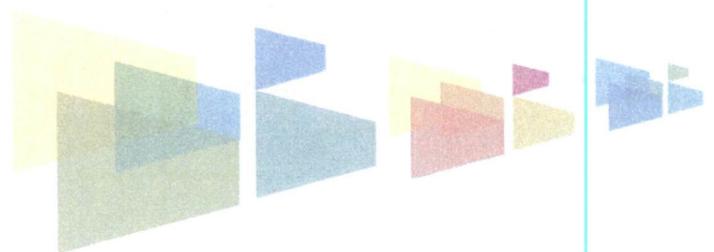
Sincerly,

**Camilo A. Herrera A.**

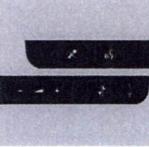
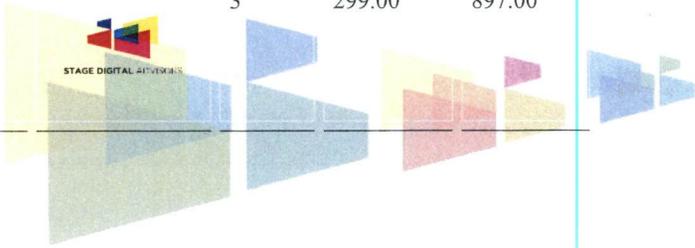
Sales & Marketing Manager

**Email:** camilo@stagedigitaladvisors.com

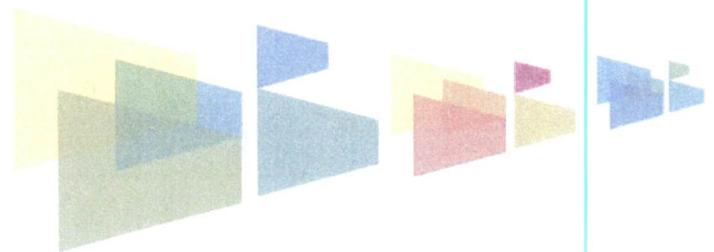
**Mobile:** (786) 6138553



**CLERK STATION - Audiovisual System for the Village of Palmetto Bay (Municipal Building)**

Mfg.	Description	Image	Qty	Price	Sum
<b>User Interfaces</b>					
Crestron	(TSW-1060-B-S) 10.1" Touch Screen, Black Smooth ** 8 For DIAS, 1 For Clerk & 1 For Control Room		1	2,160.00	2,160.00
Crestron	(TSW-1060-TTK-B-S) Tabletop Kit for TSW-1060, Black Smooth		1	225.00	225.00
<b>Professional Audio</b>					
Shure, Inc	(GM 5923) Gooseneck Microphones ** 8 For DIAS, 1 For Clerk & 1 For Podium		1	152.00	152.00
Shure, Inc	(DC 5900 F) Flush-mounted Discussion Unit ** 8 For DIAS, 1 For Clerk & 1 For Podium		1	272.00	272.00
Shure, Inc	(FP 5981) F Frontal Panel ** 8 For DIAS, 1 For Clerk & 1 For Podium		1	87.00	87.00
Shure, Inc	(FP 5981 F OL5) DELEGATE OVERLAY WITH SPEAK, MUTE, HEADPHONE VOLUME CONTROL, CHANNEL SELECTION ** 7 For DIAS, 1 For Clerk & 1 For Podium		1	24.00	24.00
<b>Video Distribution</b>					
Crestron	(DM-TX-200-C-2G-W-T) Wall Plate DigitalMedia 8G+® Transmitter 200, White Textured		1	1,260.00	1,260.00
<b>Structural Wiring</b>					
Stage Digital Advisors	(SDA-CAT6V&D-Outlet) Voice & Data Outlet, 2 Cat6 Home Run To Low Voltage Panel		3	299.00	897.00

Mfg.	Description	Image	Qty	Price	Sum
General Labor					
Stage Digital Advisors	(SDA-PROG) Programming Labor (Hour)		10	160.00	1,600.00
Stage Digital Advisors	(SDA-LAB-I) Labor Rate (Hour) 2 Men's For Low Voltage Installation		5	100.00	500.00
Stage Digital Advisors	(SDA-Eng) Engineering Labor (Hour)		4	90.00	360.00
Stage Digital Advisors	(SDA-Trade-in) Trade In discount for existing equipment		1	-405.00	-405.00



**CLERK STATION - Audiovisual System for the Village of Palmetto Bay (Municipal Building)**

**Summary of Costs**

Subtotal	7,132.00
Tax (7%)	0.00
Grand Total	7,132.00

**Payment Terms**

Percentage	Description	Amount
30%	Start Order	2,139.60
50%	Post Wiring	3,566.00
20%	Complete Installation	1,426.40

**Other Notes:**

See attached a detailed scope of work and relevant documentation regarding the proposed equipment and deployment timeline.

**In Acceptance:**

---

Litsy C. Pittser

---

STAGE DIGITAL ADVISORS

