

**SPECIFICATIONS**  
**RFQ #1516-01**

**VIDEO RECORDING, EDITING, PRODUCTION & BROADCASTING OF COMMISSION MEETINGS AND OTHER PUBLIC INTEREST ITEMS AS REQUESTED**

The Gulf County Board of County Commissioners is accepting proposals and qualifications inclusive of quotes for video recording, editing, production & airing of Commission meetings and other public interest items as requested.

The following guidelines and specifications apply to this RFQ:

**Technical Specifications**

- The Gulf County Board of County Commissioners desires to secure the services of a qualified vendor for videotaping and the broadcasting of Commission meetings.
- Regularly scheduled commission meetings are once per month at 9:00 a.m., E.T. on the fourth Tuesday of each month. The meetings last from approximately thirty (30) minutes to an indeterminate amount of time, depending on the subject matter being discussed. Meetings may be rescheduled or cancelled due to holidays, election dates, etc. A typical schedule has one (1) meeting a month and may or may not include a meeting in the month of December. The video recording and airing of these meetings is mandatory.
- The commission also holds special meetings and workshops during the fiscal year as well as budget meetings. There are at least three (3) budget meetings per year as well as an indeterminate amount of special meetings and workshops.
- Contractor will need to work closely with Gulf County BOCC and administrative staff to properly record, edit, produce and broadcast designated meetings.
- Must be shot in Full-HD quality Video (1080i and/or 1080p delivered as an NTSC standard).
- Timeline for production airing – recording and editing of commission meetings to be aired no later than forty eight (48) hours following conclusion of each meeting designated by the Commission or Administrator. (if the expiration of time period fall on a weekend, the airing must occur no later than the next business day on the calendar).
- Contractor must be set up and prepared to videotape and air meetings at least fifteen minutes prior to the start of meetings.
- All recorded meetings will air on the cable (PEG) channel dedicated to public access. Upload other recordings to the PEG channel server as provided for airing.
- Video equipment is available in the board room where the meetings take place. Any other equipment needed, will need to be provided by the Contractor, as needed. There are times when a meeting takes place outside the boardroom and the Contractor will need to be prepared to record these meetings as well. A site visit can be set-up, upon request prior to the RFQ submission deadline.
- Videotape and air the Humane Society “Pet of the Week”. This will consist of four (4) individual shots of Humane Society animals on a bi-monthly basis.
- Assist staff in scheduling and maintaining the production for the PEG channel. All video content other than commission meetings, workshops and Pet of the Week announcements must be pre-approved by the County Commission and/or TDC Director or authorized staff members.
- Contractor must have at least two (2) years of multi-camera production experience, as well as an understanding of video production in the set-up of cameras and integration of a switcher, video recording equipment including cameras and video monitors. Please provide references of two (2) recent clients in which you performed like/similar services.

- Contractor shall confirm their ability to commence with these services no later than December 1, 2015.

### **Responsibilities of Contractor:**

- Contractor must have at least two (2) years of multi-camera production experience, as well as a Contractor will be responsible for professional crew and all equipment necessary to shoot meetings.
- Contractor will need videography and editing equipment for the shooting and post production.
- Contractor will need to provide periodical and final editing; and insert any graphic effects and logos as requested by Gulf County BOCC.
- Contractor to provide finalized Images in formats requested by Gulf County BOCC.
- Contractor to provide audio, including voice over and any necessary sound editing for clarity and final production.

### **Effectiveness and Duration**

The agreement(s) resulting from this solicitation will be for recurring services, as needed throughout the term of the contract.

- a) Initial Period: The period of agreement will be three years from contract execution date.
- b) Renewal Period: Terms and conditions may be renewed by the Board of County Commissioners for two (2) additional three (3) year periods.
- c) Either party may cancel this agreement, either in whole or in part, by giving at least 60 days prior notice in writing. However, the contractor will not be authorized to exercise this cancellation option during the first 120 days of the agreement.

### **Evaluation Criteria**

All proposals submitted in the response to this proposal shall be judged according to the following criteria:

- Previous experience with production of government public meetings (provide relevant samples of work not to exceed five (5) samples.)
- Technical Capacity
- Cost of Proposed Services
- Compliance with proposal requirements
- Capability to provide final productions in a timely manner defined above to county residents through either a PEG or public channel

ANY SERVICES RESULTING FROM THIS RFQ AND QUOTE PROCESS WILL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED BELOW

## **GENERAL INFORMATION/INSTRUCTIONS**

### **Contact Information**

If you have any additional questions, please contact Lynn Lanier, Central Services Director at [llanier@gulfcounty-fl.gov](mailto:llanier@gulfcounty-fl.gov) and provide a copy of your correspondence to [lroberts@gulfclerk.com](mailto:lroberts@gulfclerk.com).

### **Reserved Rights**

The County reserves the right to accept and award or reject any or all quotes, with or without cause, to waive technicalities, or to accept the quote which, in its judgment, best serves the interest of the County.

### **Public Records**

Florida law provides that municipal records shall at all times be open for personal inspection by any person. (Section 119.01, F.S., the Public Records Law.) Information and materials received by County in connection with an RFQ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after due date, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder, must in his or her response, specifically identify the material, which is deemed to be exempt and cite the legal authority for the exemption. The County's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the County and the County's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.

### **Indemnity**

The Vendor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, or any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the Vendor its agents, servants, employees or others, or because of or due to the mere existence of this Agreement between the parties.

### **Compliance to Laws, Guidelines, Regulations, etc.**

Vendor must comply with all applicable Gulf County Policies enacted as well as all state, federal, and local laws, guidelines and regulations, etc. This includes but is not necessarily limited to DOT, OSHA, EPA and DEP.

## **GULF COUNTY'S TERMS AND/OR CONDITIONS FOR CONTRACTING THESE SERVICES FROM THE DESIGNATED AND SELECTED VENDOR**

### **Important Read Carefully:**

Terms and conditions on County's solicitation documents, contracts and/or awarding of services shall prevail and take precedence. Unless expressly accepted by the County, only terms and conditions contained in these documents shall apply. The County will not consider additional terms and conditions submitted by the vendor. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to the County's purchase of these services if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. The County reserves the right and ability to receive and evaluate all RFQ's and make proper and appropriate evaluations based on the submission of the content by each and all Contractors. Contractors shall agree that the general and/or special conditions in the County documents are the only conditions applicable to services contracted for by the County and that the County will not accept exceptions to the terms and conditions unless expressly agreed to and confirmed in writing within the terms of the final services agreement.

### **COST OF PREPARING BIDS:**

The County is not liable for any costs incurred by the Bidder in responding to this bid, including those for oral presentations.

### **DISPOSAL OF BID:**

All bids become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this bid. Selection or rejection of this bid will not affect this right. Any submitted bid shall remain valid for ninety (90) calendar days after the submission date.

### **RULES FOR WITHDRAWAL:**

A bid may not be withdrawn for a period of ninety (90) calendar days after the date of the Bid Opening.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of the bids.

**VERBAL INSTRUCTIONS:**

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussion with any county employee. Only those communications from Bidders which are signed and in writing will be recognized by the County, as duly authorized expressions on behalf of the Bidder. Oral and other interpretations or clarifications will be without legal effect.

**SALES AND USE TAX:**

The Bidder agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the Bidder are included in the stated bid price for the Bid. The County is tax exempt from federal excise and state sales tax.

**PUBLIC ENTITY CRIMES:**

The Bidder must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

**DRUG FREE WORKPLACE:**

The Bidder must complete the County's Drug Free Workplace Certification form, attached and made a part of the bid. According to Gulf County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more bids, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program.

**ADDENDUMS:**

The County may issue Addendums to modify the bid as deemed appropriate. Addendums and clarification to this Bid along with an Addendum Acknowledgement Form will be mailed or emailed (with required written confirmation of receipt from Vendor to County Administration) to all vendors receiving this Bid. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with bid. Attached is a sample of the Addendum Acknowledgment Form.

**NOTICES:**

Any notices to be given under this Bid shall be given by United States Mail, addressed to Bidder at its address stated herein, and to the County at its address stated herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

**PROTEST:**

Any person or entity whose bid is rejected, in whole or in part, or who submits a bid but is not awarded the contract, may protest such decision. Written notice of intent to file a protest must be submitted with Clerk's office or Central Services Director, Lynn Lanier within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the Clerk's office or Central Services Director, Lynn Lanier within ten (10) calendar days after filing written notice of intent.

**BOND:**

Contractor will be required to furnish a corporate surety bond throughout the term of the contract as security for performance of the contract services. Said surety bond must be in the amount of Twenty Thousand Dollars (\$20,000) and must be furnished within fifteen (15) days of award and prior to execution of the agreement. The bond will be furnished and renewed on an annual basis by the Contractor during the term of this contract.

**Letters of Response should at a minimum, include the following information:**

- a) Project Name: **VIDEO RECORDING, EDITING, PRODUCTION & BROADCASTING**
- b) Bidder's name and address
- c) Contact person, phone number and Internet Email Address
- d) Sub-consultant(s) that may be used for the project
- e) Price quote
- f) The outside of the envelope should be marked with **"RFQ #1516- 01-Sealed Proposal"**

**BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
/s/ WARD MCDANIEL, CHAIRMAN**

**ATTACHEMENT A**

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor, on \_\_\_\_\_, 2015, in accordance with section 287.087, Florida Statutes, certifies that [business] \_\_\_\_\_ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

7. Check one:

As the person authorized to sign this statement; I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement; this firm does not comply fully with the above requirements.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

End of Attachment A

**ATTACHMENT B**

**PUBLIC ENTITY CRIME FORM**

**REQUEST FOR QUALIFICATIONS - RFP # 1516-01**

**VIDEO RECORDING, EDITING, PRODUCTION & BROADCASTING OF COMMISSION MEETINGS AND OTHER PUBLIC INTEREST ITEMS AS REQUESTED**

**SWORN STATEMENT UNDER SECTION 287.133 (3)(A)**

**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

**1. This sworn statement is submitted with Bid, Proposal or Contract**

**2. This sworn statement is submitted whose business address is: \_\_\_\_\_**

**and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:**

**3. My name is and my relationship to the entity named above is: \_\_\_\_\_**

**4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.**

**5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.**

**6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:**

**1. A predecessor or successor of a person convicted of a public entity crime; or**

**2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.**

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7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

\_\_\_\_The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company)

STATE OF FLORIDA

COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_, 2015, and is personally known to me, or has provided \_\_\_\_\_ (driver's license/military id) as identification.

Notary Public

My Commission expires:\_\_\_\_\_

