

ADVERTISEMENT FOR BIDS: VIDEOGRAPHER SERVICES FOR DOUGLAS COUNTY PUBLIC MEETINGS

1 Overview

Douglas County, Nevada (the "County") is requesting bids from qualified Videographers to provide Services for the County in accordance with the terms, conditions and specifications set forth in the Bid Documents.

2 Advertisement for Bids

Bid Title & Objective Videographer, Countywide

Provide monthly videographer services for the Douglas

County Board of Commissioners and Planning

Commission as scheduled and all services detailed in EXHIBIT "A" made part of this Request For Proposal.

Bid End Date November 22, 2019 at 2:00 PM

Bid Submission Sealed bids for Videographer, Countywide, will be

received by Douglas County Manager's Office at 1594 Esmeralda Avenue, Minden, Nevada 89423 until November 22, 2019 at 2:00 PM, at which time the Bids

received will be opened publicly. Bids received after November 22, 2019 at 2:00 PM will not be opened or

considered.

Pre-Bid Conference November 8, 2019 at 2:00 PM

Douglas County Board Chambers

1616 Eighth Street, Minden, Nevada 89423

Attendance at the pre-bid conference is encouraged, but

not mandatory.

Bid Contact Attn: Natalie Wood

County Manager's Office

P.O. Box 218

Minden, Nevada 89423 nwood@douglasnv.us

775-782-9821

Plans and Specifications: Bid Documents, including plans and specifications, can

be obtained from the Douglas County Website

(https://www.douglascountynv.gov/r_f_p__bid), Bid ID

Number 2019TS0906.

2.1 Site Visit

Bidders are free to visit any publically accessible site where services are to be performed. Tours of the following facilities may be arranged by appointment, by contacting Natalie Wood:

- Board Chambers (Valley) 1616 Eighth Street, Minden, NV
- Tahoe Transportation Building (Lake) 150 Hwy 150, 2nd Fl, Stateline, NV
- Community Center (Valley) 1329 Waterloo Lane, Gardnerville, NV
- Community Center (Lake) 236 Kingsbury Grade, Stateline, NV
- C.V.I.C. Hall 1604 Esmeralda Ave. Minden, NV 89423

2.2 Bid Documents

Bid documents may be examined and obtained electronically via the Douglas County website (https://www.douglascountynv.gov/r f p bid) and will be marked with project number 2019CM0906. The Bid Documents include:

- This Advertisement for Bids, including Exhibits A, B, and C and all subsequently posted Addenda
- The sample Contract Document (See Section 3.9, below)

2.3 Point of Contact

For information concerning clarification or procedures to submit proposals, bidders may contact Natalie Wood at 775-782-9821 or nwood@douglasnv.us. Questions received less than two (2) business days prior to the Bid End Date may not be answered.

3 Special Terms and Conditions

3.1 Addenda, Changes, and Interpretations

Any individual or entity submitting a bid in response to this Advertisement is responsible to ensure that it has clarified any ambiguity, conflict, discrepancy, omission or other discovered error in this solicitation. Requests for such clarification must be received at least three (3) business days prior to Bid Opening. Questions received after this date may not be addressed. By submitting a bid, the Bidder agrees and warrants that its questions have been answered or that it is otherwise satisfied that the documents are clear and unambiguous.

Answers to questions that do not materially affect the scope of services or solicitation process may be provided at the Pre-bid conference or via email. Responses to questions and requests for information that may have a material impact on the scope of services or the solicitation process will only be provided in the form of a written Addendum, which will be posted on the website (https://www.douglascountynv.gov/r_f_p__bid) with the other bid documents. Other than as specifically set forth herein, no oral explanation giving by a County employee or representative shall be binding upon the County and such explanations should be disregarded. Each Bidder is responsible for reviewing the website on a regular and ongoing basis to ensure that it is apprised of any and all addenda. All addenda are part of the solicitation documents and each bidder will be bound by the addenda.

3.2 Changes and Withdrawals

Bidders may change or withdraw their bids at any time prior to the Bid Opening, provided, however, that Bidders must make such changes or withdrawals by submitting written notifications in the same manner as required for Bid submission. No oral modifications will be allowed.

3.3 Bid Costs

The County does not intend, and is under no obligation, to pay any costs incurred by any Bidder to prepare and submit a Bid. The County shall not be liable for any costs incurred in responding to this Advertisement for Bids.

3.4 Pricing and Delivery

Bidders shall provide a pricing breakdown per Service, and such pricing shall account for the schedule of services set forth in the Bidding Documents. Pricing shall be provided as a unit cost; Bidders are responsible for ensuring that the monthly cost adequately compensates the Bidder for all services set forth in the contract documents; Bidders shall ensure that all services, including services to be provided less frequently than monthly are accounted for in the price development. Except as specifically set forth in this solicitation, Bidders are expected to provide their own software and equipment to accomplish the Services. Bidders should account for any cost associated with such provision in their pricing. Failure to provide a cost breakdown as requested may result in the bid being deemed unresponsive. All travel costs or other associated costs must be included in the proposal. The County will not accept additional costs.

3.5 Payment for Services

If the County enters into a contract with a Bidder, unless Bidder has received a written exemption from the County, Bidder shall submit monthly requests for payment for services performed under the Contract. The monthly payment requests will be based on actual time worked during the applicable period. The annual cost of the Contract shall not exceed the value provided on the Bid Schedule. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. For requests that are not in dispute, the County will make prompt payments within 30 days of receiving the request. For requests that are in dispute, the County will provide written notice of the disputed amounts and will pay any undisputed amounts. Disputed amounts will be resolved in accordance with the Dispute Resolution section.

3.6 Mistakes

Each bidder is responsible for reviewing all contract and solicitation documents carefully. The submission of a bid shall be construed as the Bidder's acknowledgement that it has full knowledge of the scope, nature and quality of the work to be performed; that the Bidder has a full understanding of the detailed requirements of the specifications, and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

In the event of a discrepancy between pricing set forth in the Bid Schedule, the individual, line-item costs will prevail over any written sums, products, or quotients.

3.7 Modification of Services

The County reserves the right to unilaterally delete any portion of the services to be performed at any time without cause, and if such right is exercised by the County, the total fee for services shall be reduced in the same ratio as the estimated cost of the work deleted to the estimated cost of the work originally planned.

The County may require additional work to be provided or additional service locations to be added to the scope of the Contract. Such modifications may be accomplished by Change Order, provided that the parties agree upon the price and scope of the Change. To the extent that the additional work falls under a Bid Item that bid on a per unit basis, the additional work will be priced as bid.

3.8 No Exclusive Contract

The Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services from other vendors at the County's sole option.

3.9 Sample Contract

A sample of the County's standard contract can be found on the website at (https://www.douglascountynv.gov/r_f_p__bid). The Bidder's execution of a contract similar to the one found on the website may be required prior to beginning any work.

3.10 Responsiveness

In order to be considered responsive to this solicitation, a Bidder's proposal shall fully conform in all material respects to the solicitations and all of its requirements, including form and substance. The County maintains the right to waive minor discrepancies if the County determines that such waiver is in its best interest.

3.11 Minimum Qualifications

To demonstrate Bidder's qualifications to perform the solicited work, the bidder shall submit, at a minimum, the following:

3.11.1 Business License or Qualification

Evidence of Bidder's authority to do business in the State of Nevada.

3.11.2 Completed and fully executed Bid Schedule and accompanying acknowledgements, provided in Exhibit C.

3.11.3 Representations

Each Bidder must, before submitting a bid:

 Examine and carefully review the Bidding Documents and Contract Documents along with any data referenced or identified in those documents

- Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance under the Contract
- Certify in writing, based on the information and observations referred to above, that at the time of submitting its Bid, no further examinations, investigations, or information is necessary for the determination that performance of the obligations under the contract at the price within the bid
- Certify in writing that it has given written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution by the County thereof is acceptable to Bidder
- Certify in writing, that Bidder understands and agrees that any and all submissions will become public records and subject to disclosure upon Bid Opening.
- Certify in writing that the submission of a Bid will
 constitute an incontrovertible representation by the Bidder
 that Bidder has complied with every requirement of this
 Advertisement for Bids, and that without exception the Bid
 and all prices in the Bid are premised upon performing and
 furnishing all work required within the timelines required
 by the Bidding Documents.

3.11.4 Requests for Information

Nothing contained in this section will limit or prejudice the right of the County to seek additional pertinent information regarding Bidder's qualifications.

3.12 Subcontractors and Assignments

If awarded a contract for services, no Bidder or Contractor is permitted to subcontract or assign any obligation or right without the County's prior written consent to such an assignment.

3.13 Insurance Requirements

3.13.1 Insurance Requirements

If awarded a Contract, Contractor shall maintain Comprehensive General Liability Insurance in an amount of not less than \$2,000,000 Combined Single Limit (Bodily Injury and Property Damage) and Automobile Liability Insurance in an amount of not less than \$500,000 that will protect it from claims for damages and personal injury, including death, which may arise from or are related to Contractors' responsibilities under this contract. The

insurance policies must name Douglas County, the Douglas County Board of Commissioners, and the County's officers, agents, and employees as additional insureds. Certificates of Insurance must be delivered to the Douglas County Manager's Office. The County Manager must be notified in writing at least 30 days in advance of the cancellation of any required insurance policy. Douglas County reserves the right, in its sole discretion, to require insurance limits in an amount greater than that specified above. The issuing insurance company is subject to approval by the County.

3.13.2 Worker's Compensation

The Contractor must provide worker's compensation insurance issued by the State Industrial Insurance System, or adequate proof of self-insurance, for employees working in the State of Nevada. The Contractor shall require the same worker's compensation insurance of a subcontractor when the work is to be performed by a subcontractor. Certificates of worker's compensation insurance are to be filed with the Douglas County Manager prior to commencing work

3.14 Force Majeure

In the event Contractor is delayed in performance of services by any act or neglect of the County or by Acts of God, lockouts, or other events beyond the control of Contractor (collectively or individually "Force Majeure"), then Contractor's nonperformance during the Force Majeure shall be excused, provided that: the excused nonperformance is of no greater scope and of no longer duration than is required by the Force Majeure; no obligation of either party that arose before the Force majeure shall be excused as a result of the Force Majeure; Contractor shall not be entitled to any compensation for work that was excused and not performed.

3.15 Contract Period and Service Test Period

The initial contract term shall commence on the date on which the Contract is executed by both parties, and shall expire two (2) years thereafter, provided however that the Contract will automatically renew for successive two-year periods unless either party provides the other with written notice of its intent not to renew the Contract at least 60 days in advance of the anniversary date of the Contract.

3.16 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two (2) years. No cost increases shall be accepted in the initial term. Bidders should consider this when providing pricing upon their bids.

After the initial term, costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustments shall be based upon the latest yearly percentage increase in the West Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) per year.

The yearly increase or decrease in the CPI shall be the latest index published and available for the calendar year ending December 31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one year prior.

Any requested adjustment shall be fully documented and submitted to the County at least 90 days in advance of the anniversary date of the Contract. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. If the Contractor declines or otherwise fails to submit a request for cost adjustment as set forth in this section, then pricing for the forthcoming extension shall not increase.

4 Bidder Selection Process

4.1 Submittal requirements

Each Bidder is responsible for ensuring that it has provided documentation and information sufficient to establish that it is qualified to perform the Work set forth herein. It is the Bidder's responsibility to ensure that it has followed all of the instructions and made all of the necessary representations in accordance with the Bidding Documents. Each Bidder is also responsible for ensuring that its bid arrives within the time prescribed and at the place indicated in the advertisement or invitation. Any bids received after the date and time prescribed for opening, or not submitted to the correct location or in the manner designated herein, will not be accepted.

4.2 Review of Submittals

The County will review all timely submittals for compliance with this document and other Bid Documents. The County may seek additional pertinent information regarding Bidder's qualifications. The County reserves the right to waive any minor informalities required by the Bidding Documents or other documents.

4.3 Bidder Selection Process

Beginning after the bid opening, the County Manager's Office will evaluate all bidder submittals to the RFP process. The initial review will determine conformance to submission requirements and whether responses meet the established minimum criteria. The County's review will include the bidder's submittal of RFP terms and completeness of the bidder submissions. The evaluation criteria will be based on the following criteria:

- Proposed fees
- Bidder's prior experience, capabilities and proven record of expertise in providing similar services
- The technical approach to the County's presented challenges
- The capacity and comprehensive nature of training during implementation, ongoing training /retraining
- Ability to meet requirements as outlined

The County Manager's Office will rate each of the Bidders based upon the submissions provided and the criteria outlined above. Based upon this rating, the County Manager's office intends to interview, at most, the top three Bidders on Thursday, October 3, 2019. The County may elect to request a demonstration or example of the Bidder's proposed services. Any costs for on-site or web/conference call demonstrations shall be solely the responsibility of the Bidder. Individual interview times will be scheduled at least seven days in advance.

Based upon the submissions, references and performance during the interview process, a winning Bidder will be selected.

4.4 Notice of Intent to Recommend Award

Once the County has selected the winning Bidder, the County will post a Notice of Intent to Recommend Award on the (https://www.douglascountynv.gov/r_f_p__bid). All Bidders are responsible for regularly reviewing the aforementioned website for such postings. A Bidder's failure to timely review the website or inform itself of postings thereon shall not constitute grounds to extend the protest period set forth below.

4.5 Protest Process

Any person who submits a bid in response to this solicitation may, after the bids are opened and within 10 calendar days of the date on which Douglas County issues a notice of intent to recommend award, file with Douglas County a notice of protest in accordance with NRS 332.068.

Any person who files a notice of protest shall be required at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State, in an amount equal to the lesser of: (1) twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or (2) Two hundred, and Fifty Thousand Dollars. The bid protest will be processed in accordance with NRS 332.068.

4.6 Contract Award

A Contract may be awarded by the Douglas County Board of Commissioners at a public hearing. The County reserves the right to dismiss all Bids received.

4.7 Deficiencies

The County Manager, shall decide all questions that may arise as to the quality or acceptability of any work performed under this Contract. If, in the opinion of the County Manager, the Contractor's performance becomes unsatisfactory and deficiencies have occurred, the County shall notify the Contractor. The Contractor shall have a specified time, designated by the Manager, for the correction of the deficiency. The Contractor must initiate corrective action promptly, and in any event prior to the next recording event, after notification.

In the event a deficiency is not corrected within the time provided by the Manager, the County has the immediate right to correct the deficiencies through use of County employees or outside contractors, as deemed necessary by the County, and shall deduct the amount necessary to perform the work from any balances due, or to become due, to the Contractor.

The time specified for taking corrective action begins from the time the County calls the Contractor at the telephone number provided by the Contractor.

If the Contractor receives three (3) deductions within any 30 workday period, or more than a total of nine (9) deductions during the Contract period, the Contract may be terminated at the sole discretion of the County. The Contractor may appeal any decision to deduct monies pursuant to this section but must file the appeal, in writing, with the County Manager within ten (10) days from the date of the County's written notice of a deduction. The decision of the County Manager is binding upon the parties.

4.8 Nonexclusive

By submitting a bid, Bidders understand, acknowledge, and agree that, if selected, the Bidder will <u>not</u> have the exclusive right to perform the scope of work described herein during the term of this Contract, including any extensions or renewals. The County may at any time secure similar or identical services from another vendor, at the County's sole option, or the County may elect to perform similar or identical services itself.

4.9 Miscellaneous

4.9.1 Storage Space

The Contractor may store supplies, materials, and equipment in designated storage areas within Douglas County facilities. The Contractor agrees to maintain storage areas in accordance with all applicable fire and other regulations. The use of County storage facilities will be on a space available basis and subject to the approval of the County Manager.

No materials, equipment or supplies shall be stored or accessible to the Public. It is solely the Contractor's responsibility to ensure that all storage

areas are properly secured from the public. County shall not be responsible for loss or theft.

4.9.2 Indemnification

The Contractor shall release and discharge Douglas County, the Douglas County Board of Commissioners, its officers, agents, and employees from liability for, and assume the risk of loss or damage to Contractor's property. Further, the Contractor shall save Douglas County, its agents and employees, and the Douglas County Board of Commissioners harmless from, and defend against, all losses, liabilities, expenses and other detriments of any nature and description, to which Douglas County, its agents and employees, and the Douglas County Board of Commissioners may be subjected to by reason of any intentional, reckless, or negligent act or omission of the Contractor.

Exhibit A Scope of Work

The Parties agree that the Contractor will perform the following tasks. For the purpose of preparing the Bid Schedule, Bidders should ensure that their Bid Price includes all costs associated with the tasks and materials (including software, set up, break down, and profit) required to provide the work. Bidder will have access to County Equipment as set forth in Exhibit "B."

Videographer services (Bid Item 1)

- Videographer services shall include all preparation, video-recording and live-streaming of Board of County Commissioner meetings and Planning Commission Meetings throughout the year, which may include:
 - Working with the County's vendor for meeting and agenda management on behalf of the County for video streaming of live meetings to the Internet when filming at the Board Chambers (Valley) and Tahoe Transportation Building (Lake).
 - Working with the County's vendor on behalf of the County for setup and management of audio and visual equipment used during scheduled public meetings.
 - o Attending, recording and monitoring the video of Board of Commissioners meetings as needed.
 - Public meetings are normally held in Minden, Nevada on the 1st Thursday of every month and at the Tahoe Transportation Center at Stateline, Nevada on the 3rd Thursday of every month.
 - Special budget hearing meetings and other Board of Commissioners meetings as assigned.
 - o Attending, recording and monitoring the video of the Planning Commission meetings held on the 2nd Tuesday of every month.
 - Provide DVD recording of the meeting to the County Manager's office within three days. Suggestions for alternative methods are acceptable.
 - o The Videographer services bid item is bid per hour preferably, suggestions for alternative methods are acceptable. The hours represent the actual meeting hours and shall be deemed to include compensation for any set-up, break-down, or other necessary tasks to accomplish the work set forth above.

Content Development (Bid Item 2)

- Content development shall include the development of programming (production, recording, editing, and publishing) of Douglas County Community Access content
 - o Publication shall be as directed through online social media.
 - o Content may include public service announcements as directed
 - o Content will be developed at the direction and with the consultation of the County Manager's Office.
 - o To the extent required, the County will provide Contractor with access to county facilities for filming purposes.
 - To the extent required, the County Manager's Office will facilitate any interaction and video releases pertaining to County Staff.
 - The Contractor is encouraged to propose new content, which may be explored at the direction of the County Manager's Office.
 - o Contractor shall not publish any content without prior approval from the County Manager's Office.

Consulting Services (Bid Item 3)

- Consulting services shall include the provision of expertise and advice by the Contractor to advance County objectives. Consulting Services may include, without limitation, the following:
 - Collaboration with County IT staff to determine optimum hardware and software upgrades to existing videography infrastructure.
 - o Discussions and recommendations pertaining to video communication content.
 - o Marketing options and ideas to increase viewership
 - [INSERT HERE: ANY TOPIC THAT YOU WOULD LIKE TO DISCUSS WITH AN EXPERT IN THIS FIELD]

Exhibit B

Provided Equipment

The County has purchased and installed existing equipment related to videography. The equipment is located at various sites, as more particularly described below. Bidders are encourage to conduct a site visit to evaluate and/or examine the existing equipment. To the extent that equipment is hardwired or permanently installed, the Bidder will be required to use the County's equipment. Any additional equipment required by Bidder must be provided at Bidder's expense. If Bidder intends to store or temporarily install equipment in County facilities, Bidder must obtain the County's prior written approval. The County's approval may be conditioned to require, among other things, the Bidder to obtain additional insurance.

Board Chambers at 1616 Eighth Street, Minden, NV (Valley):

• Existing hard, fixed equipment may be used by contractor.

Tahoe Transportation Building (Lake) at 175 Hwy 50, Stateline, NV (Lake):

• Existing hard, fixed equipment may be used by contractor

Remote site locations of public meetings:

Portable equipment provided by Douglas County Manager's Office

- Panasonic HD video cameras
- Misc microphones and cables
- Portable Encoder
- Portable audio mixer

Exhibit C

Bid Schedule

Bid Item	Item	Quantity (Annually)	Unit	Unit Price	Total Price (Annual)
1	Videographer Services (For Meetings)	210	1 hour		
2	Content Development	60	1 hour		
3	Consulting Services		1 hour		
Total:	I		1		

Consistent with the Advertisement for Bids, the determination of the winning Bidder will be based on the materials submitted by Bidder, performance during the interview, pricing, and those factors set forth in the Bid Documents (especially Section 4.3)

This Bid is submitted to Douglas County, Nevada, C/O Douglas County Manager for Videographer Services, County wide.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Douglas County in the form included in the Bid Documents to perform all videographer services as specified or indicated in the Bid Documents for the prices indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents. Bidder further acknowledges and agrees that the term of the contract will begin upon acceptance of the bid, and that services must commence by January 1, 2019, unless otherwise indicated in the final Contract.

By submitting this Bid, Bidder acknowledges, represents, warrants and agrees that it:

Examined and carefully reviewed the Bid Documents along with any data referenced or identified in those documents, the following Addenda, receipt o which is hereby acknowledged:					
Addendum No.	Addendum Date				
Has become familiar with and satisfie may affect cost, progress, and perform	ed itself as to all Laws and Regulations that nance under the Contract				
·	ation and observations referred to above, that arther examinations, investigations, or				

	information are necessary for the determination that performance of the obligations under the contract at the price within the bid
	Hereby certifies that it has given written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bid Documents and confirm that the written resolution by the County thereof is acceptable to Bidder
	Hereby certifies in writing that the submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of the Advertisement for Bids, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing all work required within the timelines required by the Bid Documents
	Hereby certifies and agrees that all submissions will become public records subject to disclosure upon Bid Opening.
	Acknowledges and accepts all of the terms and conditions of the Bid Documents, including the Advertisement for Bids and all Exhibits and Addenda. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
	Has made a genuine Bid and not made in the interest or on behalf any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; Bidder has not engaged in any deceptive, fraudulent, corrupt or collusive practice in the preparation or submission of this bid.
	That the prices and terms referenced in the proposal will remain valid and open to acceptance for a period of no less than 90 days after bid opening.
This B	id is submitted by:
An Inc	<u>lividual</u>
	Name (typed or printed):
	By:
	(Individual's signature)
	Doing business as:

A Partnership

	By:
	(Signature of general partner attach evidence of authority to sign)
	Name (typed or printed):
)	oration oration
	Corporation Name:(SEAI
	State of Incorporation:
	Type (General Business, Professional, Service, Limited Liability):
	By:
	(Signature attach evidence of authority to sign)
	Name (typed or printed):
	Title:
	(CORPORATE SEAL)
	Attest
	Date of Qualification to do business in <u>Nevada</u> is/
	A Joint Venture
	Name of Joint Venture:
	First Joint Venturer Name:(SEAL
	By:

Name (typed or printed):
Title:
Second Joint Venturer Name:(SEAL)
By: (Signature of second joint venture partner attach evidence of authority to sign)
Name (typed or printed):
Title:
(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)