



## OSWEGO COUNTY PURCHASING DEPARTMENT

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County Office Building • 46 East Bridge Street • Oswego, NY 13126  
315-349-8234 Fax 315-349-8308 [www.oswegocounty.com/admin-purchasing.shtml](http://www.oswegocounty.com/admin-purchasing.shtml)  
Philip R. Church, Director

January 30, 2007

### LEGAL NOTICE

Sealed proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Wednesday, February 21, 2007** for:

### **Videotaping the Oswego County Legislature Meetings**

Specifications are available at the Purchasing Department at the above address Monday through Friday, 9:00 am to 5:00 pm or online at [www.oswegocounty.com](http://www.oswegocounty.com).

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Philip Church  
Purchasing Director

## **PURPOSE**

The County of Oswego is seeking proposals from qualified and experienced video production professionals to videotape meetings of the Oswego County Legislature and provide videotape copies to the County government.

## **EXAMINATION OF DOCUMENTS AND SITE**

It is the responsibility of each proposer, before submitting a proposal, to:

- Examine the specifications thoroughly.
- Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work. A site visit can be arranged by contacting Mr. Ted Jerrett, Clerk of the Legislature, at 349-8230 weekdays between 9:00 a.m. and 5:00 p.m.
- Consider federal, state and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.
- Study and carefully correlate proposer's observations with the specifications.

This proposal shall be regarded as having been made with full knowledge of the conditions under which the proposer will have to operate, and the difficulties likely to be encountered in the performance of this contract by inspection or prior knowledge of the building. No pleas of ignorance of existing conditions, or of any difficulties that may be encountered in the execution of the contract work as a result of failure to make the necessary examination and investigation, will be accepted as an excuse for any failure or omission on the part of the proposer to fulfill all requirements and specifications of the contract, nor will the same be accepted as a basis for any claims for extra compensation.

## **QUALIFICATIONS OF CONTRACTOR**

Proposers must furnish a minimum list of three (3) customers for whom they have provided videotaping or video production services. No proposal will be accepted from any individual, partnership, or firm that cannot show that they have engaged in this type of endeavor for at least six (6) months prior. Proposers are encouraged to submit samples of their work.

The proposer must employ service personnel who are trained, qualified, and experienced in video production and the use of video equipment.

## **EXCEPTIONS**

Partial proposals shall not be accepted. Any deviations from the proposal specifications must be explained in detail. Failure to list said deviations will be considered sufficient to render the proposal invalid.

## **RECEIPT AND OPENING OF PROPOSALS**

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof, and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement

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thereof. Any proposal received after the time and date specified will not be considered, and will be returned unopened.

Proposals will be accepted by mail or hand delivery **no later than Wednesday, February 21, 2007 at 2 p.m.**, at the following address:

Oswego County Purchasing Department  
Philip Church, Purchasing Director  
46 East Bridge Street (3<sup>rd</sup> Floor)  
Oswego, NY 13126

### **AWARD**

The proposal will be awarded on an all or nothing basis, based on an analysis of the following criteria: technical and aesthetic qualities of the proposal, reliability, proposer's ability and facilities to provide the equipment and services called for, performance on similar contracts, evaluation of the proposer's proper understanding of the County's needs, and proposal price. The contract shall be awarded to the responsible proposer who best meets the above criteria. The decision made by the County is final.

The proposer may be asked to make an oral presentation of their qualifications and proposal. The County reserves the right to incorporate reasonable contractual provisions in the final contract as may be deemed necessary. No modifications will be made during the operating period of the contract without mutual consent of both parties.

### **REJECTION OR ACCEPTANCE**

The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-quote for proposals if desired, and to accept the proposal which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful proposer, or his/her refusal to enter into a contract with the County, the County reserves the right to accept the proposal of any other applicant without the necessity to re-quote.

### **DEFAULT**

The County will review the proposer's performance. If it is found that the contractor is not meeting contract conditions, he/she will be formally notified. If the condition is not corrected within five (5) working days, then this will be cause for contract termination.

This contract may be cancelled by either party during the term of the contract upon thirty (30) days written notice. Any such notice must be sent by registered mail or given personally to an officer of the respective parties.

Upon termination, the county shall pay all amounts due and owing up to the effective date of termination. The contractor shall not be entitled to any moneys for portions of work remaining in the uncompleted contract agreement. The contractor shall turn over and deliver to the County all information and materials relating to the terminated services which are within the contractor's possession and control.

### **MATERIALS QUALITY**

All materials delivered by the successful proposer are to be new, unused, and first quality. No rejects, seconds or low quality material will be acceptable.

### **METHOD OF PAYMENT**

Payment shall be made at the contract price upon completion and acceptance by the County. An invoice shall be sent monthly by the contractor to the Clerk of the Legislature, 46 East Bridge Street, Oswego, NY 13126. The proposal should itemize all proposed costs, including hourly rates, per meeting rates, and cost per tape.

### **ASSIGNMENT AND SUB-LETTING**

The contractor shall not assign, transfer, sub-lease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

### **REQUIREMENTS FOR CONTRACT**

The contract requirements as well as the statements and specifications that accompany the proposals and which are accepted by the County, shall be in such for and contain such terms and conditions as approved by the County Attorney.

### **CONTRACT PERIOD**

This proposal may be accepted and work authorized by the County for one (1) year, effective March 1, 2007, and may be extended for three (3) additional one (1) year periods by mutual agreement between both parties.

### **HOURS OF SERVICE**

The successful proposer agrees to videotape all meetings of the Oswego County Legislature, including regular monthly meetings, reconvened meetings, special meetings, budget sessions and public hearings. **Proposers should factor into their proposals that said meetings average two hours in length, but sometimes continue much longer.** Regular meetings of the Oswego County Legislature occur the first Thursday after the second Wednesday of each month. All meetings begin at 2:00 p.m., except in the months of April, June and September, when meetings begin at 7:00 p.m. NOTE: Proposers should plan for at least two budget sessions during the month of November or December.

All but one meetings are held in the Legislative Chambers, located on the fourth floor of the County Building, 46 East Bridge Street, Oswego. The August meeting is held at the H. Douglas Barclay Courthouse in Pulaski, NY.

### **CARE AND ALTERATIONS**

The successful contractor will not mark, paint, drill into, or in any way or manner deface the walls, doors, ceilings, floors, or other facilities of the Oswego County Legislative Chambers and the surrounding halls and rooms, and shall not make any alterations, additions, or improvements in the surrounding halls and rooms without prior written permission by the County.

### **COUNTY FURNISHED UTILITIES**

The County shall furnish all electrical services as may be required for existing equipment and furnishings, including standard room lights.

## **COMMENCEMENT OF WORK**

Upon execution and delivery of the contract and the required certificates of insurance by the successful proposer to the County, and approval by the County Attorney, the contractor will be notified to proceed with the work described herein. Such notification will be in the form of a letter from the County's Purchasing Department to proceed.

## **DISTRIBUTION**

The successful proposer agrees to provide five (5) first generation copies of each videotaped meeting to the Clerk of the Legislature within five (5) working days of each meeting. The contractor shall factor into his/her proposal the costs of copying and delivering the videotapes.

The contractor may sell copies of the videotape to the public at a reasonable price. **That price is to be stated in the proposal.**

## **EQUIPMENT**

All video and audio equipment must be portable. No permanent audio-visual equipment is to be installed in the Oswego County Legislative Chambers or the surrounding halls and rooms. The technician may plug into the Chamber sound system for improved audio. The proposal should include possible locations within the Legislative Chambers for the placement of portable AV equipment.

## **GUIDELINES**

The purpose of these guidelines is to ensure that the residents of Oswego County have access to an unedited, clear, and objective audio-video recording of the monthly meetings, special meetings, public hearings and budget sessions of the Oswego County Legislature.

The successful proposer agrees to abide by the following guidelines:

### Picture and Sound Quality/Professionalism

1. Image and audio quality must be very good to excellent so that every speaker can be seen and heard clearly. The master tape(s) are to be made on S-VHS or superior tape or digital format. All copies will be recorded from the master onto standard VHS tape.
2. Only persons employed by the contractor may operate the audio-video equipment and handle the videotapes prior to distribution.
3. The video equipment and the contractor's staff must not interfere with the progress of the meeting.

### Integrity of the Videotape

1. Prior to each meeting, the contractor will record title images on to the beginning of the tape. Such title images will identify the videotape as a meeting of the Oswego County Legislature, include the date, an image of the County seal, and a written warning against unauthorized commercial use of the videotape.
2. The entire meeting, from opening to adjournment, must be recorded. No part may be excluded, with the exception of executive sessions.
3. During executive sessions, all audio-video equipment must be turned off and unplugged.

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4. The recorded image must always be of the person speaking and show that person from a forward angle to the extent possible. The camera may pan to a visual aid used by the person speaking. "Reaction shots" of listeners are prohibited.
5. Only the voice of the person speaking may be recorded. To the extent possible, incidental conversations should be inaudible.
6. Master videotapes are required to have safety tabs, which will be broken in the presence of the Clerk of the Legislature immediately upon the close of the meeting.
7. All copies are to be made from the master tape(s), and must be complete and unedited.
8. The safety tabs of all copies must be broken.
9. The County of Oswego retains ownership and rights to all copies.
10. Unauthorized commercial use of all or part of the videotape is prohibited.

**INSURANCE REQUIREMENTS**

**HOLD HARMLESS**

Regarding the operations and responsibilities concerning this agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Contractor and the County, their officers, agents or employees in connection with this agreement.

**INSURANCE BROAD FORM PROPERTY DAMAGE**

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Contractual, Independent Contractors and Personal Injury, with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury, including wrongful death, and property damage.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

THE CONTRACTOR SHALL PROVIDE TO THE COUNTY A CERTIFICATE OF INSURANCE EVIDENCING THE ABOVE INSURANCE REQUIREMENTS AND SHALL NAME THE COUNTY OF OSWEGO AS AN ADDITIONAL INSURED. THE CERTIFICATE SHALL CONTAIN A PROVISION THAT THE ISSUING COMPANY WILL NOTIFY THE OSWEGO COUNTY PURCHASING DEPARTMENT BY CERTIFIED MAIL THIRTY (30) DAYS PRIOR TO ANY CHANGE IN OR CANCELLATION OF THE POLICY.

**STATUTORY COMPLIANCE**

In acceptance of this agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and Human Rights.

**MAILING INSTRUCTIONS**

The Certificate of Insurance shall be mailed to:

Oswego County Purchasing Department  
46 East Bridge Street  
Oswego, NY 13126

**CERTIFICATE OF INSURANCE**

THIS CERTIFIES to the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY 13126 that the following described policies have been issued to, and are in force now for:

NAME & ADDRESS \_\_\_\_\_  
 OF INSURED: \_\_\_\_\_  
 COVERING: \_\_\_\_\_  
 \_\_\_\_\_

<b>KIND OF INSURANCE</b>	<b>COMPANY &amp; POLICY NO.</b>	<b>EXPIRATION DATE</b>	<b>LIMITS OF LIABILITY</b>
( X ) Workers' Compensation (form C-105.2)			Statutory
( X ) Disability Benefits Law			Statutory
( X ) Comprehensive General Liability			CSL of \$1,000,000 OCC/ \$1,000,000 Agg in the Primary Policy
( ) Comprehensive Auto Liability			CSL of \$1,000,000 per OCC Primary Policy

The above described policies provide the following features or contain the following provisions, by endorsement for this project:

1. The above policies will not expire and/or non-renew by canceled, for any reason or restricted in coverage until at least thirty (30) days prior to written notice has been given, by certified mail, to the Oswego County Purchasing Department.
2. The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad form contractual, and independent contractors liability coverage.
3. Personal injury liability coverage is provided under bodily injury liability insurance.
4. Broad form property damage coverage is provided.
5. The exclusion for actions on a contract by a third party beneficiary arising out of a project for a public authority is deleted from the contractor's and the owner's contractual liability policies.
6. The above described policies have been endorsed as necessary to provide the limits of liability indicated.
7. Automobile liability coverage applies to owned, non-owned and hired vehicles.
8. A cross liability endorsement is provided in the CGL and auto policies.
9. The CGL and auto policies have been endorsed to include the County of Oswego as an additional insured.

\_\_\_\_\_  
 Name of Insurance Agency

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Address of Insurance Agency

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Date



**VENDOR INFORMATION REQUIREMENTS**

IN ADDITION TO THE INFORMATION SUPPLIED ON THE BID SHEET, PLEASE COMPLETE THE FOLLOWING, WHICH WILL BE USED IF YOU ARE AWARDED A CONTRACT.

PAYMENT TERMS: \_\_\_\_\_ FEDERAL ID NUMBER: \_\_\_\_\_

DELIVERY WILL BE MADE \_\_\_\_\_ DAYS A.R.O.

SEND ORDERS TO:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

INVOICES WILL BE FROM:

Address: \_\_\_\_\_  
\_\_\_\_\_

PERSON TO CONTACT IN  
REFERENCE TO CONTRACT:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

WARRANTY SERVICE WILL BE PROVIDED BY:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

SALES REPRESENTATIVES WHO WILL  
SERVE OSWEGO COUNTY AREA:

Name: _____	Phone: _____
Website: _____	E-Mail: _____
Name: _____	Phone: _____
Website: _____	E-Mail: _____

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

**NO PROPOSAL SURVEY**

The Oswego County Purchasing Department is interested in the reasons why firms fail to submit proposals. Failure to submit a proposal without explanation may result in removal of your firm from our vendor list. If you are NOT submitting a proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the above address.

- \_\_\_\_\_ 1. Unable to propose at this time, but would like to receive future requests.
- \_\_\_\_\_ 2. Items or material not \_\_\_\_\_ manufactured, \_\_\_\_\_ distributed, \_\_\_\_\_ stocked, \_\_\_\_\_ furnished.
- \_\_\_\_\_ 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- \_\_\_\_\_ 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.) \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 5. We cannot meet the time of delivery of items or materials specified.
- \_\_\_\_\_ 6. Insufficient time allowed for preparation and submission of bid.
- \_\_\_\_\_ 7. Other reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You may remove our name from the list for:

\_\_\_\_\_ This Commodity Group    \_\_\_\_\_ This Item or Material or Service    \_\_\_\_\_ All RFPs

_____	_____
Type or Print Name	Company
_____	_____
Title	Address
_____	_____
Authorized Signature	( _____ )
_____	_____
Date	Telephone Number