



Bidding and Contract Documents

For the Production of a
Nutrient Reduction Facility (NuRF)

Information Video

Bid No. 2010-05

Issued by:

Lake County Water Authority

107 North Lake Avenue

Tavares, FL 32778-3119

Telephone: 352-343-3777

August 2010

Nutrient Reduction Facility (NuRF) Information Video – RFB #2010-05

Bid Due Date: Friday, September 17, 2010 **Bid Due Time:** 3:00 p.m.
Lake County Water Authority, 107 North Lake Ave., Tavares, FL 32778

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours within ten (10) working days after the due date. When counter-signed by an authorized Lake County Water Authority representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFB, and attach all other information requested in this RFB (see Provision 1.11, page 9). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Bid and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Not applicable to this solicitation
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NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County Water Authority's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County Water Authority's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County Water Authority's Vendor's List for this product service.

VENDOR IDENTIFICATION

Company Name _____ Phone Number _____

E-mail Address _____ Contact Person _____

SECTION 1 - SPECIAL TERMS AND CONDITIONS

Section 1.1: Purpose

The purpose of this solicitation is to contract with a vendor to furnish a 9-10 minute information video of the Lake County Water Authority's Nutrient Reduction Facility. The 9-10 minute information video shall cover such topics as, but not be limited to, a brief history of Lake Apopka's & the Harris Chain of Lakes water quality impairment, Lake County Water Authority Board's decision to build the Nutrient Reduction Facility (aka NuRF) on the Apopka-Beauclair Canal, explanation of the facility's infrastructure, and results from the NuRF's operation.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than September 13, 2010, 5:00 p.m. before the due date.

Patricia Burgos, Environmental Program Manager
Lake County Water Authority Water
107 N. Lake Avenue
Tavares, FL 32778

Phone : 352.343.3777, ext. 0
Fax : 352.343.4259
E-mail: patriciab@lcwa.org

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation and posted on the www.lcwa.org website by the Lake County Water Authority.

Section 1.3: Method of Award

Award will be made to the vendor who submits the overall bid that is judged to provide the best value to the Lake County Water Authority. Bids will be evaluated based upon the following criteria:

1. Qualifications of proposed personnel.
2. Proposed materials and plans to accomplish task.
3. Proposed costs.
4. Quality of **samples** to be determined by the evaluation team.
5. Reports from direct and indirect references.
6. Responsiveness and completeness of the written bid to these instructions with regard to the Scope of Services.
7. Other relevant criteria.

Section 1.4: Term of Contract – three (3) months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of Trustees of the Lake County Water Authority and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be three (3) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.5: Method of Payment - Periodic Invoices For Completed Purchases

The vendor shall submit an invoice to the Lake County Water Authority, which shall be approved by an authorized representative. Submittal of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the Lake County Water Authority in advance of the delivery and acceptance of the items.

All invoices shall contain the company name, mailing address, FEIN#, and confirmation of acceptance of the goods or services by the appropriate Lake County Water Authority representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.6: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: (This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to the contract being executed by the Lake County Water Authority.)

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Lake County Water Authority within five (5) working days of such request and must be received and accepted by the Lake County Water Authority prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the Lake County Water Authority, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Lake County Water Authority, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the Lake County Water Authority at the certificate holder address evidencing

conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the Lake County Water Authority responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

The Lake County Water Authority, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the Lake County Water Authority of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFB/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY WATER AUTHORITY
107 N. LAKE AVENUE
TAVARES, FL. 32778

Certificates of insurance shall evidence a waiver of subrogation in favor of the Lake County Water Authority, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the Lake County Water Authority.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the Lake County Water Authority. At the option of the Lake County Water Authority, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The Lake County Water Authority shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the Lake County Water Authority of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.7: Bonding Requirements

Not applicable to this solicitation

Section 1.8: Completion of Work From Date Of Notice to Proceed

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the Lake County Water Authority of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Lake County Water Authority.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the

number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the Lake County Water Authority reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the Lake County Water Authority exercises this authority, the Lake County Water Authority shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the Lake County Water Authority in accordance with the contract specifications. The Lake County Water Authority may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Lake County Water Authority as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the Lake County Water Authority may terminate the contract for default.

Section 1.8.1: Late Delivery

Time is of the essence for all effort under this contract. The vendor is advised that any late delivery may result in termination of contract. Failure to deliver the product(s) in accordance with the specifications and to the satisfaction of the Lake County Water Authority within the time stated shall cause the vendor to be subject to charges for liquidated damages in the amount of twenty-five dollars (\$25.00) for each and every calendar day that the product or service is not delivered and accepted. As compensation due the Lake County Water Authority for loss of use and for additional costs incurred by the Lake County Water Authority due to such untimely delivery, the Lake County Water Authority shall have the right to deduct the said liquidated damages from any amount due, or that may become due, to the vendor under this agreement, or to invoice the vendor for such damages if the costs incurred exceed the amount due the vendor.

Section 1.9: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the Lake County Water Authority and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the Lake County Water Authority reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the Lake County Water Authority under this clause. The Lake County Water Authority will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the Lake County Water Authority on the open market, and any increase in cost may be charged against the

awarded contractor. Any cost incurred by the Lake County Water Authority in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the Lake County Water Authority for any contract or financial obligation.

Section 1.9.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the Lake County Water Authority's project manager, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the Lake County Water Authority may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the Lake County Water Authority within seven (7) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the Lake County Water Authority shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the Lake County Water Authority may terminate the contract for default.

Section 1.10: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or bids, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the Lake County Water Authority by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.10.1: Materials Shall be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Lake County Water Authority by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the Lake County Water Authority may require the vendor to replace the materials at the vendor's expense.

Section 1.11: Delivery and Completion of Solicitation Response

Section 1.11.1: Delivery of Solicitation Response

To be considered for an award, a bid or bids must be received and accepted the Lake County Water Authority prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable bid number, title, and company name. Ensure that your bid or bids is securely sealed in an opaque envelope/package to provide confidentiality of the bid or bids prior to the due date of the solicitation.

If you plan on submitting your bid, or bids **IN PERSON** or by the **UNITED STATES POSTAL SERVICE (USPS)** or by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please submit or send to:

LAKE COUNTY WATER AUTHORITY
107 N. LAKE AVENUE, TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.11.2: Completion Requirements for Request For Bid (RFB)

The original bid and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Lake County Water Authority no later than the official bid due date and time. Samples shall be submitted with the bid to show the quality and creativity of the proposer(s). The samples shall consist of three (3) different 9-10 minute DVD videos. Any bid received after this time will not be considered. The Lake County Water Authority is not liable or responsible for any costs incurred by any vendor in responding to this RFB including, without limitation, costs for product and/or service demonstrations if requested. When you submit your bid, you are making a binding offer to the Lake County Water Authority.

The vendor's bid will consist of two separately bound sections. The first section will be the vendor's Technical Bid. The second section will be the vendor's price bid. Each bid section will be prepared in accordance with the following information and directions.

A. Economy of Presentation

Each bid shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. The Lake County Water Authority emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Bid Guidelines

To facilitate analysis of its bid, the proposer shall prepare its bid in accordance with the instructions outlined in this section. If the bid deviates from these instructions, such bid may, in the Lake County Water Authority's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the bid should be identified by section tabs, A cover sheet should be bound in each separate bid copy, clearly marked as to RFB title, solicitation number, copy number, and the Proposer's name.

C. Technical Bid Sections: Bids shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

- a. Statement of Interest & Understanding of Video Project
- b. Firm Profile / Firm History
- d. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.
 - Length of and type of service with firm.
 - Education and formal training, including certifications.
- d. Any required licenses or permits.

Tab 2 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 3 - References

Provide at least three (3) recent references where the proposed product /service have been used within the past 3 years. Please use the forms attached.

Tab 4 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 5 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Bid Tab 3 for each subcontractor or joint venture participant.

Tab 6 - Other Information

Provide any information that will provide insight to the Lake County Water Authority about the qualifications, fitness and abilities of the proposer to accomplish this video project. This information should be succinct.

D. Price Bid Section:

The Proposer shall organize its bid into the following major sections.

Tab 1 - Completed solicitation

Include a copy of a fully completed and signed RFB.

Tab 2 - Completed Pricing Back-up Section

- Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.
- Provide any required bond.

Tab 3 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by Lake County Water Authority. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be

accepted. The Lake County Water Authority reserves the right to use a third-party company to verify financial information provided in each bid. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the bid.

Tab 4 - Other Information

Provide any information that will provide insight to the Lake County Water Authority about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.12: Key Contractor Personnel

In submitting a bid, the Proposer is representing that each person listed or referenced in the bid shall be available to perform the services described for the Lake County Water Authority, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written Lake County Water Authority approval. In the event the requested substitute person is not satisfactory to the Lake County Water Authority and the matter cannot be resolved to the satisfaction of the Lake County Water Authority, the Lake County Water Authority reserves the right to cancel the contract for cause.

Section 1.13: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the Lake County Water Authority's Project Manager.

Section 1.14: Patents and Royalties

- A. The Contractor, without exception, shall indemnify and hold harmless the Lake County Water Authority, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Lake County Water Authority's alteration of the article. The Lake County Water Authority will provide prompt written notification of a claim of copyright or patent infringement.
- B. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Lake County Water Authority the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are

reasonably available, the Lake County Water Authority agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

- C. The Contractor will defend, at its own expense, any action brought against the Lake County Water Authority to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the Lake County Water Authority in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:
- the Contractor will be notified promptly in writing by the Lake County Water Authority of any notice of such claim received by the Lake County Water Authority, and
 - the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

Section 1.15: Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the Lake County Water Authority shall be the property of the Lake County Water Authority and will be turned over to the Lake County Water Authority upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the Lake County Water Authority are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Lake County Water Authority.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the Lake County Water Authority nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the Lake County Water Authority's use which may include publishing in Lake County Water Authority documents and distribution as the Lake County Water Authority deems to be in the Lake County Water Authority's best interests. If anything included in any deliverable limits the rights of the Lake County Water Authority to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.16: Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes

While the Lake County Water Authority has listed all major items within this solicitation which are utilized by Lake County Water Authority departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the Lake County Water Authority during the term of this contract. Under these circumstances, a Lake County Water Authority representative will contact the primary vendor to obtain a price quote for the similar or ancillary items. If there are multiple vendors on the contract, the Lake County Water Authority representative may also obtain price quotes from these vendors. The Lake County Water Authority reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Section 1.17: Samples

Samples shall be submitted with the bid to show the **quality** and **creativity** of the proposer(s). The samples shall consist of three (3) different 9 – 10 minute DVD videos.

SECTION 2: SCOPE OF SERVICES

Each bid shall be made on the basis of and shall meet or exceed each of the requirements contained herein.

To provide recording and post production of a 9 - 10 minute information video of the Lake County Water Authority's Nutrient Reduction Facility (visit www.lcwa.org to learn more about the NuRF); furnish one-hundred (100) copyright free DVDs of the finished product; with copies of broadcast-ready format tapes and digital files provided to Lake County Water Authority and provide unedited footage when requested by Lake County Water Authority.

Contractor shall be aware that the intended audience for this video shall be members of the public, student groups (6th grade – 12th grade), and community groups.

The contractor may not accept work, perform services, or charge for any other client while on assignment for Lake County Water Authority and may not charge any other party for materials shot for Lake County Water Authority.

A Model Release form, provided by contractor and approved by Lake County Water Authority, must be signed by each person in a video or still photograph that is recognizable in the shot. Persons 18 years of age and older must sign the release. A parent or guardian must sign the release for individuals under the age of 18.

The end products and service shall be utilized to reflect in a **positive** way the water quality benefits of the Lake County Water Authority's Nutrient Reduction Facility. Therefore the

creative and technical abilities and experience of the contractor shall be a major consideration in the decision making process.

NuRF Information Video

The Lake County Water Authority will provide the NuRF video on their Web site and on various sites such as YouTube and lcwa.org for visitors to learn about the operation and water quality benefits of the NuRF.

The audio provided, along with any video and/or photos, must be edited for quality and professional presentation. The narration of the introduction and conclusion should be professionally recorded, and any music used should be copyright-free, or licensed for use by the Lake County Water Authority. The contractor is responsible for editing the material together for the NuRF video, which will be between 9 – 10 minutes in finished length. The finished video should be provided in Flash (FLV), M4V, WMV, DV.avi and MP3.

The vendor must be able to deliver the finished product within three (3) months after execution of the agreement. A proof needs to be made available for review and approval by the Lake County Water Authority before the final video is provided.

High Definition Digital Video and High Resolution Digital Photography

The vendor will be required to take high resolution digital photos and high definition film of the NuRF, the Apopka-Beauclair Canal, and Lake Apopka. Still photos will be captured at a minimum size of 5,184 x 3,456 pixels. Photos will be provided in both jpeg and raw format files. The raw files must be either Canon or Nikon raw files. Videos must be captured in Full HD 1020P video at 30p (29.97 fps), 24p (23.9976 fps), and 25p. Lake County Water Authority will specify which of these rates based on the planned use for the video. In all cases, the video must be recorded native at 1980X1020P. Under no circumstances will up-converting to the above standards be allowed. Edited videos will need to be provided in industry standard formats of Standard Definition DVDs, HD Blu-ray Disks, HD QuickTime files, DV.avi, Flash and H.264 files.

One Hundred (100) copyright free DVD disks of the NuRF video, as well as any CD/DVD of all video and photographs should be provided to the Lake County Water Authority, along with any post process exposures, and catalogs. Model Release forms will be retained by the contractor and kept on file, per Terms and Conditions. Imagery will be used for promoting the Lake County Water Authority on various outlets, which includes, but not be limited to, advertisements, web, podcasts, PSAs, videos, and any other purpose that the Lake County Water Authority deems necessary. Both horizontal and vertical photographs are needed.

CD-ROM/DVD Disk Production and Duplication

All graphics for the disk duplication will be supplied by the Lake County Water Authority along with a printed sample of what the finished graphic should look like for color matching. Graphics must be printed on the face of the disk (no stick-on face labels are permitted) and match in color the sample graphic supplied by the Lake County Water Authority. Typically, the face

print will be a mixture of graphics, text, and photos.

A minimum print quality of 2400 dpi will be required. The Lake County Water Authority will review a production proof of the disk prior to running the duplication job and may reject the proof if the Lake County Water Authority determines the proof does not meet its professional standards, even if it is printed at 2400 dpi.

The CD-ROM/DVDs shall be a 5" diameter quality non-branded media with a minimum 2400 DPI full color, full surface print from Lake County Water Authority supplied artwork. The playback shall be of standard commercial quality. The video shall have the appearance and feel of a DVD movie.

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SECTION 3 - GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

Lake County Water Authority: Shall refer to Lake County Water Authority, Florida.

Modification: A written change to a contract.

Bid: Shall refer to any offer(s) submitted in response to a Request for Bid.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Bid.

Request for Bid (RFB): Shall mean this solicitation documentation, including any and all addenda. An RFB involves evaluation of bids, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or bids from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Lake County Water Authority has established for purposes of this Request for Bid (RFB) that the words "shall", "must", or "will" are equivalent in this RFB and indicate an essential requirement or condition, the material deviation from which may not be waived by the Lake County Water Authority. A deviation is material if, in the Lake County Water Authority's sole discretion, the deficient response is not in substantial accord with this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions or requirements, but are permissive in nature.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the Lake County Water Authority to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the Lake County Water Authority requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms - The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number - The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest.
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws - By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for 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 contractor, supplier, subcontractor, or consultant 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than four (4) working days prior to the bid due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder's facsimile number.

Procurement Services may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The proposer is required to submit with its bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the Lake County Water Authority, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final Lake County Water Authority action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the Lake County Water Authority except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Bids

Changes to Bid - Prior to the scheduled bid due date, a proposer may change its bid by submitting a new bid specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid.

Withdrawal of Bid - A bid shall be irrevocable unless the bid is withdrawn as provided herein. A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A bid may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative for the solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price

Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid due date.

H. Prompt Payment Terms

It is the policy of the Lake County Water Authority that payment for all purchases by Lake County Water Authority agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the bid. **FAILURE TO SIGN THE BID MAY BE CAUSE TO REJECT THE BID.**
- D. The proposer may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any bid received after the designated receipt date through no fault or error of the Lake County Water Authority will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 CANCELLATION OF SOLICITATION

The Lake County Water Authority reserves the right to cancel, in whole or in part, any Request for Bid when it is in the best interest of the Lake County Water Authority.

3.5 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a bid determined to provide the best value to the Lake County Water Authority with price, technical, and other applicable factors considered. The Lake County Water Authority reserves the right to reject any and all bids, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Lake County Water Authority shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the Lake County Water Authority reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the Lake County Water Authority. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the Lake County Water Authority.
- C. The Lake County Water Authority reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Lake County Water Authority's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with

the Lake County Water Authority. The Lake County Water Authority may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.

- E. The proposer's performance as a prime contractor or subcontractor on previous Lake County Water Authority contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a bid under this solicitation.
- F. The Director of Procurement Services will decide all tie bids with initial preference being given to the entity employing the most personnel residing within the Lake County Water Authority.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

3.6 CONTRACT EXTENSION

The Lake County Water Authority reserves the unilateral right to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the Lake County Water Authority will notify the vendor(s) in writing of such extensions. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the Lake County Water Authority and the vendor(s). Exercise of the above options requires the prior approval of the Executive Director.

3.7 WARRANTY

All warranties express and implied, shall be made available to the Lake County Water Authority for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the Lake County Water Authority, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollar values are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The Lake County Water Authority is not obligated to place any order for a given amount subsequent to the award of this solicitation. The Lake County Water Authority may use these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or nonprofit entities utilizing this contract. In no event shall the Lake County Water Authority be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.9 NON-EXCLUSIVITY

It is the intent of the Lake County Water Authority to enter into an agreement that will satisfy its needs as described within this solicitation. However, the Lake County Water Authority reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the Lake County Water Authority be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Lake County Water Authority and the vendor, continue until completion at the same prices, terms and conditions.

3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the Lake County Water Authority's Resolution 2003-03 LCWA Bid/Quote Proposal Solicitation Award and Protest Procedures. A copy of Resolution 2003-03, and all other relevant Lake County Water Authority policies, procedures and resolutions is available at the Lake County Water Authority office. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws, ordinances, and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may affect the goods and/or services offered.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the Lake County Water Authority. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Lake County Water Authority may result in termination of the contract for default.

3.14 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Lake County Water Authority.

3.15 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Lake County Water Authority or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The Lake County Water Authority may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.17 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the Lake County Water Authority and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Lake County Water Authority 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 the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor 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 Lake County Water Authority, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Lake County Water Authority or its officers, employees, agents and instrumentalities as herein provided.

3.18 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.19 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable Lake County Water Authority procedures.

3.20 TERMINATION FOR CONVENIENCE

The Lake County Water Authority, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The Lake County Water Authority shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The Lake County Water Authority shall be the sole judge of "reasonable costs."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.22 TERMINATION FOR DEFAULT

The Lake County Water Authority reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The Lake County Water Authority further reserves the right to suspend or debar the vendor in accordance with the appropriate Lake County Water Authority resolutions and/or administrative orders. The vendor will be notified by letter of the Lake County Water Authority's intent to terminate. In the event of termination for default, the Lake County Water Authority may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Lake County Water Authority through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The Lake County Water Authority as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 RIGHT TO AUDIT

The Lake County Water Authority reserves the right to require the vendor to submit to an audit by any auditor of the Lake County Water Authority's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the Lake County Water Authority for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Lake County Water Authority to ensure compliance with applicable accounting and financial standards.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittal will be available for public inspection after the bid due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Law"). The proposer shall not submit any information in response to this solicitation, which the proposer considers to be proprietary or confidential. The submission of any information to the Lake County Water Authority in connection with this solicitation shall be deemed conclusively to be a waiver of any protection which would otherwise be available to the proposer unless such information is exempt or confidential under the Public Records Act.

3.26 CONTRACTING WITH LAKE COUNTY WATER AUTHORITY EMPLOYEES

Any Lake County Water Authority employee or member of his or her immediate family seeking to contract with the Lake County Water Authority shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the Lake County Water Authority. The affected employee shall disclose the employee's assigned function within the Lake County Water Authority and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.27 INCURRED EXPENSES

This RFB does not commit the Lake County Water Authority to make an award nor shall the Lake County Water Authority be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a bid, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a bid, the proposer also agrees that the Lake County Water Authority bears no responsibility for any costs associated with the preparation of the bid and/or any administrative or judicial proceedings resulting from this solicitation process.

3.28 LAKE COUNTY WATER AUTHORITY IS TAX-EXEMPT

The Lake County Water Authority is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The Lake County Water Authority will sign an exemption certificate if submitted by the contractor. Contractors doing business with the Lake County Water Authority are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Lake County Water Authority, nor shall any contractor be authorized to use any of the Lake County Water Authority's Tax Exemptions in securing such materials.

3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this RFB shall be governed by the laws and regulations of the State of Florida, and Lake County Water Authority, Florida. Venue of any court action shall be in Lake County Water Authority, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there

from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFB. All subcontractors will be subject to advance review by the Lake County Water Authority in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the Lake County Water Authority. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the Lake County Water Authority may require the contractor to provide any insurance certificates required by the work to be performed.

3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the Lake County Water Authority because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the Lake County Water Authority. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Lake County Water Authority.

3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain

a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal,

state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the Lake County Water Authority upon request.

RFB TITLE: PHOTO, VIDEO, AUDIO, AND ELECTRONIC MEDIA PRODUCTION

NOTES:

- Lake County Water Authority Water Authority is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your RFB shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.

SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

PRICING SECTION

High Definition Digital Video and High Resolution Still Photography Field Production

To provide recording and post production of a 9 - 10 minute information video of the Lake County Water Authority's Nutrient Reduction Facility (visit www.lcwa.org to learn more about the NuRF); furnish one-hundred (100) copyright free DVDs of the finished product with copies of broadcast-ready format tapes and digital files provided to Lake County Water Authority and provide unedited footage when requested by Lake County Water Authority.

Cost to produce 9-10 minute NuRF video \$ _____

By Signing this Bid the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the Lake County Water Authority.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the Lake County Water Authority that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County Water Authority Water Authority awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

General Vendor Information and Bid Signature:

Firm Name: _____
Street Address: _____
Mailing Address (if different): _____
Telephone No.: _____ Fax No.: _____ E-mail: _____
FEIN No. ____ - _____ Prompt Payment Terms: _____ % _____ days, net
Signature: _____ Date: _____
Print Name: _____ Title: _____

Award of Contract by the Lake County Water Authority: (Official Use Only)

By signature below, the Lake County Water Authority confirms award to the above-identified vendor under the above identified solicitation.

Vendor awarded as: Sole vendor

Signature of authorized Lake County Water Authority official: _____
Printed name: _____ Title: _____
Date: _____

SECTION 5 – ATTACHMENTS

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Vendor Profile Form

Attachment 2: Similar Work Experiences

Attachment 3: Vendor will attach samples with the bid submittal to show the quality and creativity of the proposer(s). The samples shall consist of three (3) different 9-10 minute DVD videos.

(Rest of page is intentionally blank)

VENDOR PROFILE FORM

1. Bidder Name & Address:	1d. Licensed to do business in the State of Florida? Yes No
	1e. Name, Title & Telephone Number of Principal to Contact
1a. FEIN #	1f. Address of office to perform work, if different from Item 1
1 b. Year Firm was established	
1 c. Are you a "Not for Profit" 501 (c)(3) organization? Yes No If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the Lake County Water Authority project and attach a copy of each key person's resume.	
3. The foregoing is a statement of facts. Signature:	
(Typed or Printed Name)	(Title)

REFERENCES OF PREVIOUS SIMILAR WORK EXPERIENCE

The following previous similar experience references are furnished as examples of our capabilities and past performance. They may be freely contacted to confirm the following statements, and any other related information that will confirm our capabilities. (minimum 3 references)

1. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____

Client Contact Person: _____

Address: _____

Telephone: _____ FAX: _____

2. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____

Client Contact Person: _____

Address: _____

Telephone: _____ FAX: _____

3. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____

Client Contact Person: _____

Address: _____

Telephone: _____ FAX: _____