

# QUOTE REGISTRATION

You **MUST** register using this form in order to receive notice of any addenda to these documents. Please email or fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Quote Number & Title: Q 17-671, Internet Streaming Media Hosting

Description: Provide all labor, equipment, materials and supplies necessary to furnish hosting, storage of current archived files and archiving all new files; and distribution of Polk's Government Television (PGTV) signal via internet-based streaming media.

Receiving Period: Wednesday, August 16, 2017, Prior to 10:00 a.m.

Quote Opening: Wednesday, August 16, 2017, 10:00 a.m.

Questions regarding this Quote should be in writing and should reference the above Quote number. Submit all questions to **Michele Sims, Procurement Manager**, via email at [michelesims@polk-county.net](mailto:michelesims@polk-county.net) or via fax at (863) 534-6789 by 4:00 p.m., Thursday, August 10, 2017.

Special Instructions: N/A

This form is for quote registration only. Please scroll down for additional information.

## QUOTE REGISTRATION FAX THIS FORM BACK IMMEDIATELY FAX: (863) 534-6789

Carefully complete this form and email or fax it to the Procurement Division. You must submit one form for each quote that you are registering for.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Cut along the outer border and affix this label to your quote envelope to identify it as a "Quote". Be sure to include the name of the company submitting the quote where requested.

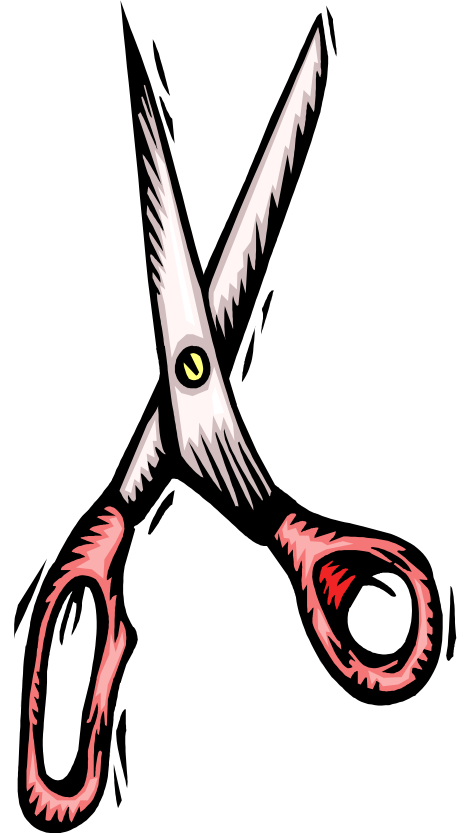
QUOTE NO.: Q 17-671

QUOTE TITLE: Internet Streaming Media Hosting

DUE DATE/TIME: Wednesday, August 16, 2017, prior to 10:00 a.m.

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO:       PROCUREMENT DIVISION  
330 West Church Street, Room 150  
Bartow, Florida 33830



# INSTRUCTIONS

1. Polk County, a political subdivision of the State of Florida, requests the submittal of quotes from vendors that are interested in providing **all** labor, equipment, materials and supplies necessary to furnish hosting, storage of current archived files and archiving all new files during the term of this quote, and distribution of Polk's Government Television (PGTV) signal via Internet-based streaming media. Award of this quote will be based on the overall low quote meeting specifications and qualifications. Vendors must bid on all items on the quote sheet for their quote to be considered responsive. The Procurement Director reserves the right to reject any or all quotes and/or waive any minor irregularities in the quotes received, whichever would be in the best interest of the County.
2. The period of performance for this quote is from November 1, 2017 through October 31, 2018. The quote will automatically renew for two (2) one (1) year periods, unless otherwise terminated in accordance with Instruction Items #35 and #36.
3. **PERFORMANCE OF WORK:** Portions of the work required under this quote may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to quote award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this quote, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or subcontracted out must meet all regulated deadlines.
4. Services will be paid on an annual basis for Polk County's fiscal year of October 1<sup>st</sup> through September 30<sup>th</sup>. The first year of service will begin November 1, 2017, ending October 31, 2018.
5. A Conditional Notice to Proceed will be issued to the Successful vendor after award has been made and a correct Certificate of Insurance is on file with Procurement. After issuance of the conditional notice, vendor will meet with County staff to coordinate all services necessary to begin providing the internet streaming media hosting services on November 1, 2017. This includes, but is not limited to, retrieving archived files from the current vendor EarthChannel Communications, Inc., training County staff, etc. The "One time cost for start up" services will be invoiced as a lump sum.
6. All quote submittals must be completed and submitted to Polk County Procurement. Submittals may be submitted to Polk County Procurement Division via e-mail at [michelesims@polk-county.net](mailto:michelesims@polk-county.net); via fax at (863) 534-6789; via U.S. mail to: P.O. Box 9005, Drawer AS05, Bartow, FL 33831-9005; or in person to: 330 West Church Street, Room 150, Bartow, Florida 33830. **(IF SUBMITTED BY MAIL DO NOT INCLUDE MORE THAN ONE SUBMITTAL PER ENVELOPE. QUOTE SUBMITTAL SHALL INCLUDE ONE (1)**

**ORIGINAL COPY.)** The Original quote submittal(s) must be submitted on forms provided by Polk County.

**It is the responsibility of the bidder to assure that their quote is delivered at the proper time and place prior to the opening.**

7. If it becomes necessary to revise or amend any part of this quote, an addendum will be issued and will be posted on the County's website at <http://www.polk-county.net/procurement/procurement-bids>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a quote.
8. Receiving date is Wednesday, August 16, 2017 prior to 10:00 a.m.
9. All prices quoted shall remain unchanged during the period of performance, as specified herein.
10. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the Polk County Board of County Commissioners. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the quote will cause the quote to be non-responsive and the quote will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the quote.
12. **AWARD(S):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the quote form; to reject all quotes or waive any minor irregularities or technicalities in quotes received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
  - Vendor's evaluation – quality of performance on previous projects.
  - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
  - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
  - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
  - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
  - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
  - The ability of the bidder to provide future maintenance and service, as required or needed.
  - The number and scope of conditions attached to the quote.

13. **CONE OF SILENCE:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Quote with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Quote and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this quote and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.
14. The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this quote will be assigned during the term of this quote. Further, the successful vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.
15. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
16. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this quote.
17. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for quote evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
18. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, quote prices and all instructions pertaining to the requirements of this quote. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any quote entry must be initialed by the person who signs the quote.
19. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the County at the prices quoted. **An original invoice shall be submitted to the appropriate User Division.** The vendor shall include the quote number and/or the purchase order number on all invoices. The vendor's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Vendors performance of the Service or the County's acceptance of any work.

20. **CONFLICT OF INTEREST:** All bidders must disclose, with their quote, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this quote shall be subject to the provisions of Chapter 112, Florida Statutes.
21. **ADDENDUM:** Any changes in the quote shall be made in the form of a written addendum by the Procurement Director or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your quote submittal.
22. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this quote shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this quote.
23. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this quote and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
24. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this quote. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quote prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
25. **INDEMNIFICATION:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the

County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

26. **PUBLIC ENTITY:** 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 quote on a contract to provide any goods or services to a public entity, may not submit a quote on a contract with a public entity for construction or repair of a public building or public work, may not submit quotes 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this quote, the bidder hereby certifies that they have complied with said statute.
27. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more quotes, which are equal with respect to price, quality and service, are received, preference shall be given to a quote received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be provided upon request by the Procurement Division.
28. **CODE OF ETHICS:** If any vendor violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this quote, such vendor may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from quoting on any future quotes for work, goods, or services for the County.
29. **LOCAL PREFERENCE:** It is the policy of the Board of County Commissioners to afford local preference to Polk County owned entities in the award of quotes. Preference shall be administered in accordance with the following:  
When written quotations are received, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the quote if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this quote qualifies as a Sheltered Market quote.

- 30. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women and minority owned entities in the award of quotes. Preference shall be administered in accordance with the following:

When written quotations (less than \$50,000.00) are received, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the quote if the women or minority owned entity is otherwise fully qualified and meets all county requirements.

The term “Women or Minority Owned Entity” means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this quote qualifies as a Sheltered Market quote.

- 31. **NON-CONFORMANCE TO QUOTE CONDITIONS:** Services not delivered as per delivery date in quote and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to quote conditions may result in immediate cancellation of the purchase order.
- 32. **ASSIGNMENT:** Any purchase order issued pursuant to this quote and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.
- 33. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the Procurement Director shall be final and binding on both parties.
- 34. **FACILITIES:** The County reserves the right to inspect the bidder’s facilities at any time, with prior notice.



35. **PLACING OF ORDERS:** The award of this quote does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
36. **PRECEDENCE:** Any requirement set forth in any section of the quote documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
37. **PLANS AND SPECIFICATIONS:** The specifications and other quote documents upon which the prices in the vendor's quote proposal are based on are hereby made a part of the purchase order by reference thereto.
38. **CANCELLATION:** All annual quote obligations shall prevail for at least one hundred eighty (180) days after effective date of the quote, unless quote conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this quote in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any quote after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any quote cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the quote immediately.
39. **TERMINATION/SUSPENSION:** The County may terminate this Quote at any time, in whole or in part, either for the County's convenience or because of the Bidder's material default of its Quote obligations, by delivering a written notice of termination to the Bidder. Upon receipt of such notice, the Bidder shall:
- Immediately discontinue all work unless the County's notice directs otherwise, and
  - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Bidder may have accumulated or generated in the course of performing the work of the Quote.

If at any time the User Division determines that the Bidder is in material default of its Quote obligations, then the User Division shall complete and deliver a Vendor Complaint Form to the Bidder that specifically states the basis for the Bidder's default. Within ten (10) days after its receipt of the Vendor Complaint Form, the Bidder shall correct all events of default. If, however, the Bidder's material default is such that it cannot be reasonably cured within the ten (10) day time period, then the County will not terminate the Bid for such default if the Bidder commences the necessary curative actions within ten (10) days after its receipt of the Vendor Complaint Form and thereafter diligently pursues the cure to completion.

If the Bidder's default continues beyond the allotted cure period, the Procurement Director: (i) may terminate the Quote, and (ii) may also suspend the Bidder in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual.

40. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1-888-464-4218**.

41. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.
42. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices after the quote has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.
43. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations

and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

44. In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the quote. Should this occur, the next lowest Bidder will be required to provide the quote items at the prices as noted on their quote submittal.

45. **ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

46. **PUBLIC RECORD LAWS**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

47. The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this bid will be assigned during the term of this quote. Further, the successful vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.
48. Any additions, deletions, or modifications similar in cost or material after quote award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the quote will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Quote award will be issued to the successful Bidder.

# ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this quote. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<https://www.polk-county.net/procurement/vendor-registration>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

## QUALIFICATIONS

1. Vendor must have been in business for a minimum of five (5) years under the same name and FEIN number.
2. Provide a minimum of five (5) references that vendor has provided Live, HD video streaming and archived content playback service for previous clients in the past three (3) years. References should be submitted with quote. The County reserves the right to verify all references provided. Include the following information for each project:
  - Company Name
  - Company Contact
  - Contact's Phone Number
  - Contact's Email Address
  - Brief Description of project.
3. Provide a project schedule with quote submittal. The project schedule should indicate the number of days from issuance of the Conditional Notice to Proceed for startup, transfer of current archived content from current vendor to the Successful vendor, training of County staff, and go live.
3. A pre-award meeting will be held with the Successful vendor.

# SCOPE OF SERVICES

## Services, hardware, software and connectivity to be provided by vendor

### 1. Live content

#### **Stream 1:** Full HD- Multi-bitrate stream

- a. 24/7 live streaming video/audio fed from PGTV.
- b. Embeddable, customized video player cross-browser, cross – device compatibility.

#### **Stream 2:** Medium-Frame size single bitrate stream

- a. Occasional use stream to be used for remote location event streaming.

### 2. General Requirements

- a. Vendor must provide instantaneous e-mail notifications of stream breaks and stream restoration to Polk County staff whenever the live streams break. Contact information will be provided to the Successful vendor.
- b. Remote access to video. Vendor must provide access links/pages to allow County staff the ability to “preview” the live stream. A minimum of five (5) staff members will need this capability and must all be able to access at the same time. If there is no additional cost for additional staff to access enter \$0.00 on the quote sheet.
- c. Provide County staff access and ability to perform server-side recording of a live stream, as well as redundant record-follow on local device. Provide documentation with quote submittal of how this will be done.
- d. Provide County staff access and ability to trim the data files (beginning and ending of program to eliminate superfluous video). Provide documentation with quote submittal of how this will be done.
- e. Successful vendor must provide monthly and annual statistics on stream usage, connections counts and disk storage use to the Communications Division staff. Monthly statistics must be emailed to Communications Division on the fifth of every month from the previous month. Annual statistics must be emailed to Communications Division on the fifth day following each 12 month period. A contact email address will be provided to the Successful vendor.
- f. Successful vendor must provide direct linking and thumbnails for social media sites, placed within 1 click of video player. (i.e. Facebook).
- g. Any and all costs for providing the services described within this quote, including but not limited to the equipment, material, supervision, training, etc. must be included in the prices submitted on the Quote Sheet. Invoices submitted with any fees other than those listed on the Quote Sheet will be rejected.

### 3. Archived content

- a. The County uses approximately 1000 files, 150GB of disk storage on an annual basis. This is an estimate only; the County cannot guarantee the quantities provided will not be exceeded during the term of this quote. Minimum requirement Please provide a price to increase to the next tier should additional storage be required.

- b. Must include a responsive interface on a mobile application housed on the Vendors server that will allow Polk County citizens the ability to browse through and play archived content from any computer, tablet, phone, etc. Currently we are using an embedded frame on the County's website that displays the EarthChannel application. The application must be compatible with PC, iOS, Android, HTML5 devices and browsers
- c. Archived content must be easily navigated based on meeting/show type and date.
- d. Archived content must include the option for citizens to share links or download (Podcast). Content sharing and download links must be within 1 click of video playback.
- e. A solution for currently archived content (4,000 files) must be provided. Successful vendor will be responsible for working with EarthChannel Communications, Inc., our current vendor; to acquire, transcode (if applicable), and store content for playback.

#### 4. Indexing

- a. Vendors must provide a solution that will allow Polk County staff, in real-time during the meeting or afterward to provide detailed descriptions of agenda items with hyperlinks for each archived meeting. The solution must be included in the price provided on the Quote Sheet. Provide documentation with quote submittal of how this will be done.
- b. Vendors must provide and include the ability for Polk County to upload files, images, documents in various formats (i.e. PDF, MS Office format, jpg, gif...) and links to external sources. Provide documentation with quote submittal of how this will be done.

#### 5. Required Hardware

- a. Successful vendor must provide an encoding server with the ability to support HD encoding in either H.264. or H.265 codec to be located on site in the PGTV master control room.
- b. Hardware and encoding must support PC, Android, iOS and HTML5 devices and browsers.

#### 6. Connectivity

You must provide sufficient bandwidth for a minimum normal load of 200 concurrent users, with possible occasional peaks of 800 concurrent users at medium bitrate HD resolutions. If bandwidth load exceeds 800 concurrent users, vendor may invoice the rate provided on the Quote sheet. Vendor must provide documentation with invoice showing the bandwidth exceeding 800 concurrent users.

#### 7. Training

On-site training for County Information Technology (I.T.) and Communication Division staff in the operation of the encoding software and indexing solution. Training will be invoiced on an hourly basis and will be required during the startup phase and throughout the term of the quote on an as needed basis.

#### 8. Warranty

Vendors should submit a copy of their warranty period for all provided hardware and



software. The Successful vendor must provide a copy prior to the award.

9. Technical/Customer Support

- a. 24/7 – response within 4 hours
- b. Monday-Friday (8 a.m. – 5 p.m. EDT) – response within 1 hour
- c. All Technical/Customer Support provided during the startup prior to November 1, 2017 are included in the “One time cost for startup”.
- d. Cost for Technical/Customer Support should be included in the Annual Fee and begins on November 1, 2017.

10. Assumptions:

- a. Polk County will provide a stable HD video and audio feed.
- b. Polk County I.T. will assist with the installation/connection of any hardware/services to our network.
- c. Network staff will provide a static IP for the encoding PC/appliance.

11. Polk County's current configuration:

The County currently uses the following hardware, software and services for internet streaming media hosting:

- a. EarthChannel provided encoder, standard definition, composite video, analog audio output
- b. 100Mb connection to the internet

Vendors solution must be compatible with the County's HD-SDI with embedded audio or HDMI with embedded audio feed which will be fed to the encoding PC/appliance.

12. Vendor Information:

Must have a full time developer on staff available to work directly with County I.T. staff. Developer must be available at a minimum, Monday thru Friday from 8:00 a.m. to 5:00 p.m. (regular hours) Cost should be included in the Annual Fee. Vendor may invoice an hourly rate for any developer services requested by the County outside of the regular hours or on County recognized holidays.

13. Additional Information

Provide a detailed description of your installation including the following with your quote submittal:

- 1) Server infrastructure
- 2) Redundancy and disaster recovery
- 3) Internet connectivity capacity described in frame sizes (T1, T3, OC-12...) and /or maximum bandwidth in megabits (mb).

# QUOTE SHEET

Item #	Estimated Quantity	UOM	Description	Unit Price	Extended Total
1.	1	Lump Sum	One time cost for start up	\$	\$
2.	3	Year	Annual Fee (October through September)*	\$	\$
3.	40	Hours	Training for County Staff	\$	\$
4.	1	Each	One time cost for transfer, transcoding (if applicable) and hosting archived content.	\$	\$
<b>Grand Total (Basis of Award)</b>					<b>\$</b>
<p><b>The following items are not part of the Basis of Award, however prices must be provided or your quote will be considered non-responsive.</b></p>					
5.	1	Each	Additional licenses for Remote access to video. Per license, per year.	\$	\$
6.	1	Occurrence	Bandwidth exceeded 800 concurrent users.	\$	\$
7.	1	Hour	Developer	\$	\$
8.	1	Each	Increase Storage Tier	\$	\$
			Size of storage tier:		

**\*NOTE: Annual Fee:** The first year of services provided will be prorated for 11 months (November 1, 2017 thru September 30, 2018). The second and third year will be invoiced for 12 months (October 1, 2018 – September 30, 2019 and October 1, 2019 – September 30, 2020), unless otherwise terminated.

\_\_\_\_\_  
Vendor Name

## SIGNATURE ACKNOWLEDGEMENT (SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: \_\_\_\_\_

I certify that this quote is made without prior understanding, agreement or connection with any corporation, firm or person submitting a quote for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this quote and certify that I have read and understand the quoting documents. I have completed and submitted all quote submittal forms, and I am authorized to sign this quote for the vendor. In submitting a quote to the County, the vendor offers and agrees that if the quote is accepted, the vendor will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the vendor.

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
NAME (TYPED OR PRINTED)

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
TITLE (TYPED OR PRINTED)

\_\_\_\_\_  
(AREA CODE) TELEPHONE NUMBER

\_\_\_\_\_  
TOLL FREE NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

This quote may be used by any other Government Agency. [ ] YES [ ] NO [ ] N/A

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL BIDDERS:  
(SUBMITTAL PAGE)**

Company Name: \_\_\_\_\_

DBA/Fictitious Name (if applicable): \_\_\_\_\_

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.  
CURRENT W9 SHOULD BE SUBMITTED WITH QUOTE.**

TIN #: \_\_\_\_\_

\_\_\_\_\_  
(Street No or PO Box Number) (Street Name) (City)

\_\_\_\_\_  
(County) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

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

Type of Organization:

- \_\_\_\_\_ Sole Proprietorship    \_\_\_\_\_ Partnership    \_\_\_\_\_ Non-Profit    \_\_\_\_\_ Sub-Chapter
- \_\_\_\_\_ Joint Venture    \_\_\_\_\_ Corporation    \_\_\_\_\_ LLC    \_\_\_\_\_ LLP
- \_\_\_\_\_ Publicly Traded    \_\_\_\_\_ Employee Owned

State of Incorporation \_\_\_\_\_

The Successful vendor must complete and submit this section prior to award. The Successful vendor must invoice using the company name listed above.

## DRUG-FREE WORKPLACE FORM (SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT OF PRIME VENDOR  
(SUBMITTAL PAGE)**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Vendor that has submitted the attached Quote;
2. He/She is fully informed respecting the preparation and contents of the attached Quote and of all pertinent circumstance respecting such Quote;
3. Such Quote is genuine and is not a collusive or sham Quote;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm or person to submit a collusive or sham Quote in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Vendor, firm or person to fix the price or prices in the attached quote of any other Vendor, or to fix any overhead, profit or cost element of the Quote Price or the Quote Price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Quote are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(Title)

My Commission Expires \_\_\_\_\_

## INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued. Certificate of Insurance shall be renewed with the County upon material change to coverage, renewal, or cancellation. County shall receive 30 days prior written notice of material changes to coverage, non-renewal, or cancellation.

**INSURANCE  
(SUBMITTAL PAGE)**

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the quote will provide all insurance coverage as required in Quote # 17-671.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- Polk County will be named as an additional insured for general and automobile liability
- The General Liability and Worker’s Compensation policies will contain waiver of subrogation in favor of Polk County

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Company Name

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Bidder (signature)



# AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **Q 17-671**

PROJECT NAME: **Internet Streaming Media Hosting**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has produced \_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

### STATEMENT OF NO QUOTE

If submitting a "No Quote", Bidder shall return this form to The Polk County Board of County Commissioners Procurement Division, ATTN: Michele Sims, 330 West Church Street, Room 150, Bartow, Florida 33830; via fax at (863) 534-6789, or via email to [michelesims@polk-county.net](mailto:michelesims@polk-county.net).

We have declined to quote on the above-mentioned quote for the following reasons:

- Specifications too restrictive.
- Do not offer this product/service.
- Unable to meet specifications.
- Specifications unclear.
- Insufficient time to respond.
- Our schedule would not permit us to perform.
- Unable to meet insurance requirements.
- Other (please specify below).

~~~~~  
**Q 17-671**

We understand that if the "No Quote" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address