

**REQUEST FOR PROPOSALS
FOR
VIDEOTAPING MAYOR AND COUNCIL MEETINGS
FOR SUBSEQUENT CABLE TELEVISION BROADCAST**

DATE OF ISSUE: November 5, 2009

The Town of Secaucus requests the submission of proposals from qualified videographers wishing to be retained to videotaping portions of meetings of the Mayor and Council of the Town of Secaucus for subsequent broadcast over the town's cable television channel for a term of one (1), two (2) or five (5) years. The videographer whose proposal is determined to be the most beneficial to the Town in accordance with the specific criteria outlined below shall be awarded a contract to provide such videotaping services. Videographers business operations will be subject to strict adherence to the specifications pertaining to taping which are incorporated by reference, herein annexed and made a part hereof as Exhibit "A".

In order to assure most favorable consideration by the evaluation committee (discussed below), proposals shall contain all of the following:

1. Recitation of the videographer's related business experience evidencing successful videotaping/broadcast of public meetings over the past five (5) years;
2. Sample recordings of public meetings previously videotaped (submitted on a standard DVD format);
3. Intended staffing of the contract including the names and addresses and ages of each employee together with a brief description of their relevant work experience;

4. Prior to commencing videotaping of meetings, videographer will provide copies of insurance coverage declaration pages evidencing the requisite coverage as set forth in the Specifications for Worker's Compensation, Public Liability, Property Damage and Hospitalization (for those persons including videographer not covered by Worker's Compensation);
5. \$500.00 security deposit against damages to the premises by the videographer beyond ordinary wear and tear. Should the contract not be awarded to any videographer submitting a proposal, each security deposit shall be returned within 30 days of appointment of the videographer by resolution of the governing body. However, should the successful proposer fail or refuse to enter a contract with the Town, said deposit shall be forfeited;
6. An aggregate amount that videographer agrees to charge the Town for videotaping pursuant to the specifications;
7. A list of the video recording and storage equipment it will utilize for the contract;
8. A minimum of two (2) letters of recommendation from a governmental entity for whom the videographer has worked in the past five (5) years videotaping/broadcasting.
9. A statement of corporate ownership and of compliance with state laws governing equal employment opportunity and affirmative action, the forms of which are both annexed hereto.

The Town has established a committee of three (3) persons to evaluate each of the proposals. The following criteria and relative importance weighting will be applied in the evaluation of the proposals:

- (1) History and Experience in Performing the videotaping services - 20%;
- (2) Availability of personnel, facilities, equipment and other resources deemed necessary to adequately provide the videotaping services - 15%;
- (3) Quality of sample recordings submitted - 15%;
- (4) Qualifications and experience of employees-20%;
- (5) The strength (or weakness) of the required Letters of Recommendation - 20%;
- (6) Contract price - 10%.

The six (6) proposal criteria outlined above will be independently evaluated by the three (3) committee members who will assign a value of between one (1) and ten (10), with ten (10) being the most favorable. The average of the three (3) scores for each criteria will then be multiplied by the applicable weighting percentage set forth above. The product of the average score times the weighting percentage for each criteria will then be added together to arrive at a total score for the proposal. The total scores for all proposals will then be compared and will be utilized in choosing a videographer.

The foregoing computation is believed to promote an evaluation process that will result in the selection of the proposal that will be most advantageous to the Town and

its residents, price and other relevant factors considered.

An original plus two (2) copies of each proposal shall be forwarded to:

TOWN OF SECAUCUS
Municipal government Center
Secaucus, New Jersey 07094

Attention: Linda Carpenter, Purchasing Agent

Deadline for submission of proposals: **November 19, 2009 at 11:00 am**

The Town of Secaucus retains the right to reject any and all proposals or to award a contract to the videographer whose proposal is deemed to be most advantageous to the Town, taking in to account all of the evaluation factors cited above.

The Town of Secaucus reserves its right after all proposals are received and opened, but prior to completing the evaluation of proposals, to request interviews with or presentations from vendors of its choice. Upon completion of the evaluation process, proposers will be notified of the committee's decision in this matter within thirty (30) days of the deadline set for receipt of proposals.

TOWN OF SECAUCUS

By: _____
LINDA CARPENTER
Purchasing Agent

Dated: November 5, 2009

EXHIBIT "A" **SPECIFICATIONS**

The Town of Secaucus holds its Mayor and Council meetings in the Municipal Government Center located at 1203 Paterson Plank Road, Secaucus, New Jersey 07094-3287. Pursuant to New Jersey's Open Public Meetings Act, a schedule of meetings is published after the Town's annual reorganization meeting. Such schedules are available from the Town Clerk at (201) 330-2017. Meetings are generally scheduled for 7:00 p.m. the second and fourth Tuesdays of each month, with deviation from such schedule for holidays and public business. For the months of June, July and August, one meeting is generally held on the fourth Tuesday of the month.

Meetings are held in the first floor Mayor and Council Chambers/Municipal Court. Municipal court sessions are generally held on Tuesdays at 9:30 a.m. and noon and on alternate Tuesday, Wednesday and Thursday evenings at 5:30 p.m. Provision of the instant services shall not interfere with Municipal Court operations.

The Mayor and Council wish to have an electronic recording made of certain public portions of their meetings, limited to: (i) the Salute to the Flag; (ii) Roll Call; (iii) any presentations or awards; (iv) adoption of minutes, if any; (v) first reading of ordinances; (vi) public hearings and votes on ordinances; (vii) and reading, Council discussion, public discussion and vote on resolutions. Public discussion on resolutions will require a prior sign up with the Town Clerk and will be limited to one (1) hour per resolution and five (5) minutes per individual speaker. If an hour has not been expended on public discussion of a resolution and there are no more public speakers on the resolution, a prior speaker on a resolution may be afforded an additional five (5) minutes to speak. The Chair of the meeting (normally the mayor) shall be entitled to stop the recording at his signal if he determines that the public safety or the morals of a potential viewer will be jeopardized or if slanderous comments are made about an individual or entity.

The Mayor and Council envision one camera in the rear of the room focused on the Mayor and Council and Staff on the dais, with an ability to obtain "close up" shots on speakers as they speak. One camera is also envisioned in the front of the room to focus on the public speaker rostrum. Appropriate audio equipment may be required to be utilized in order to provide clear audio of individuals who are permitted to speak at the meeting.

The recording must be subject to editing if the Mayor and Council determine that it includes any inappropriate words or actions by a public speaker. The recording will

be subsequently broadcast over the Town's cable television public channel periodically until the next meeting is available for broadcast. The recording must also be reproducible for copies under the Open Public Records Act.

The Town will rely upon the expertise of the videographer in determining the video and audio set up and provision of a "sample" demonstrating video and audio clarity; wide scan and ability to focus; and general quality of recording for broadcast will be helpful. The Town may provide access to the Mayor and Council Chamber for purposes of producing such a "sample."

TOWN OF SECAUCUS

AMERICAN WITH DISABILITIES ACT OF 1990 **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the TOWN OF SECAUCUS (herein referred to as the "TOWN") does hereby agree that the provisions of Title 11 of the American with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWN pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the TOWN in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWN, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWN'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWN which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWN or if the TOWN incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The TOWN shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the TOWN or any of its agents, servants, and employees, the TOWN shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWN or its representatives.

It is expressly agreed and understood that any approval by the TOWN of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWN pursuant to this paragraph.

It is further agreed and understood that the TOWN assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the TOWN from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

TOWN OF SECAUCUS

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
 : SS.
COUNTY OF :

I, _____ of the
_____ of _____, in the County of _____ and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I _____ am
_____ of _____ the _____ firm of _____

the Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that the Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Town of Secaucus relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

Subscribed and sworn to before me
this _____ day of _____, 2009

Notary Public (Signature of Professional)
State of New Jersey
My Commission Expires _____

(Type or print name of Affiant and Title under signature)

TOWN OF SECAUCUS

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”.

- 1. If the service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
- 2. If the service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
- 3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
- 4. If the service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name:

ADDRESS:

SIGNATURE: _____

_____ ; DATE: _____

II. No Stockholder or Partner owns 10% of more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

TOWN OF SECAUCUS

INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Town Clerk's Office upon award of contract by the Mayor and Council.

The minimum amount of insurance to be carried by the Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement.

(Signature)

(Date)

(Printed Name and Title)

TOWN OF SECAUCUS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful service entity shall submit to the Town of Secaucus, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter):

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

- (c) A photocopy of an Employee Information Report (**Form AA302**) provided by the Division of Contract Compliance and distributed to the Town of Secaucus to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful service entity may obtain the Employee Information Report (AA302) from the Town of Secaucus during normal business hours.

The undersigned service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned service entity further understands that his/her submission shall be rejected as non-responsive if said service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

TOWN OF SECAUCUS
SERVICE ENTITY INFORMATION FORM

If the Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____
E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Service Entity is a **PARTNERSHIP**, give the following information:

Name _____ of _____ Partners: _____

Firm _____ Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____
E-Mail: _____

Social Security No.: _____

Signature _____ of _____ authorized agent: _____

If the Service Entity is **INCORPORATED**, give the following information:

State _____ under _____ whose _____ laws _____ incorporated:

Location _____ of _____ principal _____ office:

Telephone No.: _____ Federal I.D. No.:

Fax No.: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name _____ of _____ Corporation:

Signature: _____ By: _____

Title: _____ Address: _____
