
COUNTY OF SPOTSYLVANIA



MEMORANDUM

October 20, 2017

To: Les Inbody, CBRC Member, Courtland District

From: Jane Reeve, Director, Information Services Department

Re: CBRC Questions – Production/Broadcast/LiveStream of County Meetings

Please find my responses to questions in your email dated 10/16/2017. I hope to have fully responded to your questions, and provided you the information you have requested. I am available to clarify any information, if needed.

Q. If at all possible, I would like to see what information can be provided by your contractor as to the maximum number of streams that have ever been provided for a meeting in real time. I would anticipate this to be the annual budget meeting at the High School.

A. 198, for Spotsylvania County government productions, at the annual budget meeting. See attached spreadsheet for numbers for each meeting.

Q. What is the daily average of live streams?

A. 87 for board meetings and 4 for planning commission meetings, but this is not a daily average; live streams are only available during the actual meeting, so it's the total of live stream viewers / # of actual meetings. Archived meetings are viewable anytime.

Q. If at all possible, I would like to see what requirements the contractor was provided, as that will determine the cost estimate. Very often, inflated requirements are levied during the proposal phase and it artificially inflates the bid across the board from everyone that proposes.

A. This was a cooperative procurement agreement, from a Stafford County agreement. The livestreams and archived broadcasts have been implemented as an included service by the contractor, at no additional contract cost, and was originally initiated to eliminate the timely and costly requirement of burning multiple copies of DVDs after each meeting for dissemination. When the full contract period has expired, and we go back to RFP, we will define requirements

at that point. We will closely monitor requirements and associated costs at that time, as I suspect the “build it and they will buy” approach of offering the service at no cost initially will come to an end during the new contract negotiations.

Q. I also understand that the government owns all of the audio visual equipment and is only responsible to provide onsite assistance to ensure powerpoints are loaded, the camera shifts to the speaker etc, but who provides the maintenance in the event a camera breaks, or for that matter if any government owned property breaks. Is it the responsibility of your office, someone else in the county or the contractor to either provide a repair or a replacement? Same question goes for any of the onsite I.T. hardware as I understand that all of the server infrastructure belongs to the contractor.

A. The county owns all the audio-visual equipment, funded by PEG fees paid by our cable service providers. The production of board and planning meetings are also funded by PEG fees, and paid by our cable service providers, terms of which are in the Verizon, Cox and Comcast franchise agreements. All PEG fees are pass-thru fees from the service provider to the customer. Our contractor maintains, troubleshoots, repairs and replaces equipment as needed; typically, AV equipment is relatively stable with minimal repair/replacement costs. Any replacement equipment that is required is paid for by the county, as needed; depending on the equipment to be replaced, either the county procures the item, or issues the purchase order for the contractor to procure and install.

I’m not quite sure I understand your question about onsite IT hardware for server infrastructure, so I’ll respond as to what I think you’re looking for.

RegionalWebTV is a service provided to the county by our contractor, and is hosted in the cloud. The service is paid for by the vendor. There are no server hardware requirements on our end, and the service is a service that is used by the schools, Fredericksburg, Stafford, and other entities for live streaming and archiving. The vendor does require internet connectivity to allow the livestream broadcast; this is what allows us to move from location to location without significant cost and/or setup to livestream AND broadcast live over cable service provider channels. So there really isn’t any “IT hardware” or “server infrastructure” on our end, other than our county’s internet connectivity.

If I have missed the intent of your question, please let me know.

Q. I also understand that it is the contractors responsibility to ensure the broadcast is on the local public access station on both Comcast and Verizon, are there any other providers that the contractor has to make liaison with?

A. The contractor is responsible for ensuring that the county’s broadcast is actually broadcast on Verizon, Comcast and Cox local channels, and is also responsible for maintaining content during non-live production times. Our contractor has good relationships with the head-end folks from each of these service providers, to expedite issues with the broadcast.

The actual agreements to provide the local channels, and the interconnectivity agreements required between the three service providers, are actually County-negotiated, through our franchise agreements.

Q. Can you provide the CBRC a copy of the current contract?

A. Yes. Attached.

Q. In the event of a contract change, is there a provision to transition the saved records of meetings to the government?

A. No, because there is no retention policy that requires us to keep the recorded meetings, once the minutes are approved by the board/commission.

Q. Are there any other contractual situations that I have not covered? If I have made any assumptions, please correct me.

A. None. I do want to stress that Advanced Media is a highly valued vendor, is the only vendor that provides these full line of services in the area and is locally owned and operated. They've been with us for a number of years. All other vendors would come out of Richmond and/or Northern Virginia, and to date, no other vendors have expressed any interest in taking over this service for Spotsylvania and/or other localities in the area. At your next CBRC meeting, I'd love to give members the grand tour of our AV room, so you can see what goes on behind the scenes.

Q. As I am sure that you are aware from our past conversations, this is not a head hunting expedition. I just want to make sure your office is getting the best service that our citizens require, without excess expenditures due to an oversight (or even worse, an unscrupulous contractor).

A. I always welcome questions and feedback. We do our best to provide services to the county at the most effective costs for the services provided.

CC: Mark Taylor, County Administrator
Ed Petrovitch, Deputy County Administrator
Mark Cole, Deputy County Administrator
David Ross, Courtland District Supervisor
Jeremiah Hansen, CBRC Chairman
Mary Sorrell, Director, Finance

Board of Supervisors

Paul V. Milde, III Chairman
Meg Bohmke, Vice Chairman
Jack Cavalier
Wendy E. Maurer
Laura A. Sellers
Gary F. Snellings
Robert "Bob" Thomas, Jr.

Thomas C. Foley
County Administrator

CONTRACT AMENDMENT

The undersigned parties do hereby agree to amend the Contract between Advanced Media Solutions of Virginia, LLC, and the County of Stafford by extending the contract period from July 1, 2017 through June 30, 2018 for 24/7 broadcasting and maintenance of the Stafford County's government channel. The cost for the service remains at Eight Thousand Three Hundred Dollars (\$8,300) for a total annual Contract of Ninety-Nine Thousand Six Hundred Dollars (\$99,600).

All other terms and conditions of RFP #724124 and contract dated, October 30, 2012 shall continue to apply and to extend the services stated in 3a.

July 1, 2017
Date

Thomas C. Foley
County Representative

County Administrator
Title

8/21/2017
Date

[Signature]
Contractor or Duly Authorized
Representative

OWNER
Title



STAFFORD COUNTY
STANDARD CONTRACT FOR SERVICES

This Contract is entered into this 30th day of OCTOBER, 2012, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. **Definitions.**

(a) As used in this Contract, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the "County" shall mean _____ . (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term "Contractor" shall mean:

Advanced Media Solutions of Virginia, LLC
310 Central Road
Suite 11
Fredericksburg, VA 22401
Attn: Chris Chandler
Telephone: 540.656.2050

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. **Provision of Services.**

(a) The contractor hereby agrees to provide the following services to the

County: The labor and equipment necessary for the broadcasting services of the Board of Supervisors meetings and the Planning Commission meetings through June 2013 in accordance with the terms and specifications of RFP #724124, as if reprinted here in their entirety, the Contractor's response (attached), and the Contractor's Revised Pricing dated October 4, 2012 (attached).

(b) The time, manner and place for performance of such services shall be: **In accordance with the terms and specifications of RFP #724124, as if reprinted here in their entirety and the Contractor's response (attached).**

4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the

Contractor the following amounts: Total Contract not to exceed Ninety Nine Thousand Six Hundred Dollars (\$99,600) in accordance with the terms and specifications of RFP #724124, as if reprinted here in their entirety, Contractor's response (attached), and the Contractor's Revised Pricing dated October 4, 2012 (attached).

[] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such

termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County;
and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or

completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Officer shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Supervisors in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of

this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase

orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

10. **Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be: **Pursuant to attached Certificate of Insurance.**

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the

Contractor to any other party without the express written permission of the County Administrator.

12. Modifications or Changes to this Contract.

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. **Warranties.**

14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. **Disputes.**

Disputes with respect to this Contract shall be decided in the first instance by the Purchasing Officer, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Purchasing Officer with a written appeal addressed to the County Administrator. The decision by the County Administrator shall be final and binding unless within ten (10) days from the date of receipt of the decision of the County Administrator, an appeal is made to the Board of Supervisors in accordance with Section 15.2-1245, et seq., of the Code of Virginia, (1950), as amended. The decision of the Board of Supervisors shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith, or not to be supported by any evidence. Pending the final determination of a properly appealed decision of the Purchasing Officer the Contractor shall proceed

diligently with the performance of the Contract in accordance with that decision.

16. Nondiscrimination.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

[X] 17. Additional Terms and Conditions.

The terms and specifications of RFP #724124, as if reprinted here in their entirety, the Contractor's response (attached), and the Contractor's Revised Pricing dated October 4, 2012 (attached) shall be a part of this Stafford County Standard Contract for Services.

18. Integration Clause.

This Contract shall constitute the whole agreement between the parties.

There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. Legal Status

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. Faith-Based Clause.

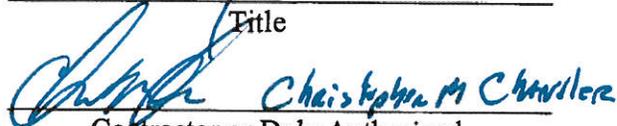
This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



County Representative



Title



Contractor or Duly Authorized Representative (Print Name)



Title

Spotsylvania Board of Supervisors

	Live	Archived	
January 10th	117		22
January 24th	72		25
February 14th	91		78
February 21st	55		15
February 28th	98		31
March 7th	74		25
March 16th	143		37
Budget Public Hearing	198		118
March 30th	14		9
April 4th	28		52
April 11th	109		24
April 25th	106		31
May 9th	113		32
May 23rd	53		25
June 15th	72		43
June 27th	103		17
July 11th	45		35
August 8th	106		36
September 12th	54		32
September 26th	75		29
October 10th	102		14
Total	1828		730
			2558

Average Live Stream Viewership 87

Spotsylvania Planning Commission

	Live	Archived	
January 4th	4	6	
January 18th	2	10	
February 1st	1	7	
March 1st	7	6	
April 5th	3	8	
May 3rd	4	10	
May 17th	7	30	
June 7th	10	12	
July 5th	2	18	
August 2nd	1	9	
August 16th	4	12	
September 6th	2	14	
September 20th	5	18	
October 18th	2	1	
Total	54	161	215

Average Live Stream Viewership 4