

RESOLUTION NO. 2020 - 359

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT WITH SWAGIT PRODUCTIONS, LLC FOR VIDEO STREAMING, ARCHIVING SOLUTION AND CLOSED CAPTION SERVICES.

RECITALS

WHEREAS, SJC Communications seeks to continue to provide on-demand video streaming of all public meetings, archiving years of public meetings and closed caption for public meetings for citizens of St. Johns County; and

WHEREAS, the Communications Department obtained a proposal from Swagit Productions, LLC for the use of their system that provides on-demand video streaming of all public meetings, archiving years of public meetings and closed caption for public meetings at the cost of forty-eight thousand three hundred dollars (\$48,300.00) per year; and

WHEREAS, a single source notification was posted through DemandStar in accordance with Florida Statutes, and no alternative responses were received; and

WHEREAS, the services shall be funded by Administration; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract; and

WHEREAS, entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute a contract in substantially the same form and format as attached with Swagit Productions, LLC for the services set forth therein.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of September, 2020.

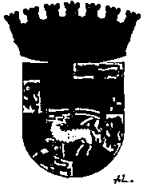
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller
By: Robin L. Platt
Deputy Clerk

RENDITION DATE SEP 17 2020





CONTRACT AGREEMENT

SS NO: 20-79; Video Streaming, Archiving Solution, and Closed Caption Services
Master Contract #: 20-MCC-SWA-12556

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2020, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Swagit Productions, LLC** ("Contractor"), authorized to do business in the State of Florida, with offices located at 12801 N Central Expressway, Suite 900, Dallas, TX 75243; Phone: 214-432-5905; and Email: david@swagit.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, shall remain in effect for an initial term of one (1) calendar year, and shall have four (4) one-year renewal options, available for exercise by the County, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal or extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Documents and any addenda/exhibits thereto incorporated in this contract as Exhibit "A"; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, transportation, materials, and equipment necessary to provide Extensible Automated Streaming Engine (EASE™) solutions which indexes, edits, and time-stamps video content automatically, which includes on-demand archiving, a 24/7 live stream via internet and PEG, streaming to mobile devices, and up to 120 hours of additional generic specialty content each year, Caption Live is real time closed captions, and Social Media eXstream connects meetings and events with live social platforms which as specified in the Scope of Work, proposed in the Contractor's proposal dated August 25, 2020, approved by the County in accordance with SS No: 20-79, and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Communications Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the pricing detailed in Exhibit "A" attached here to an annual amount of **forty-eight thousand three hundred dollars (\$48,300.00)**, as submitted in the proposal and accepted by the County. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the

end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Administration
Attn: Michael Ryan
500 San Sebastian View
St. Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days

in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – E-VERIFY

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for all personnel hired to perform any portion of the work required under this Agreement. Additionally, the Consultant shall specifically require any and all sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for all personnel hired to perform any portion of the work required under this Agreement.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 16 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence,

recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 17 – CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

A. OSHA REQUIREMENTS

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

B. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

C. TRAINING AND EDUCATION

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocution Hazards.

D. TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 19 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 20 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 21 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 22 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 23 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 24 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 25 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 26 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 27 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 28 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written

instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 29 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 30 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 31 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 32 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 33 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 34 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 35 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 36 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Swagit Productions, LLC
Attn: Mr. David Owusu
12801 N. Central Expressway, Suite 900
Dallas, TX 75243

ARTICLE 37 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 38 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor 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 Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor 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 County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 39 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 40- SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 41 - AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Leigh A. Daniels, CPPB
Printed Name of County Representative

Purchasing Manager
Title of County Representative

Signature County Representative

Date of Execution

CONTRACTOR:

Swagit Productions, LLC
Company Name

Signature of Contractor Representative

Printed Name & Title

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF THE CIRCUIT COURT & COMPTROLLER**

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

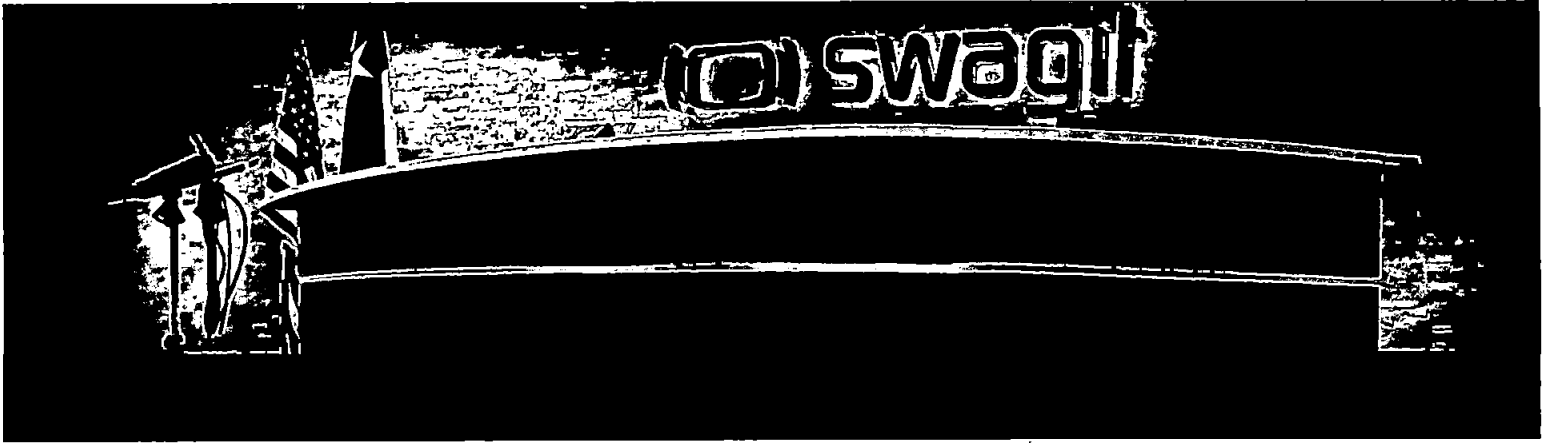
Date of Execution

**SS NO: 20-79; Video Streaming, Archiving Solution, and Closed Caption Services
MASTER CONTRACT #: 20-MCC-SWA-12556**

EXHIBIT "A"

COST PROPOSAL

Basis of compensation shall be made in accordance with the Prices as submitted by the Contractor, and approved by the County and attached hereto as Exhibit A. The approved prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and shall be added to the applicable Amendment.



12801 N. Central Expressway
Suite 900
Dallas, TX 75243
214-432-5905
swagit.com

COST PROPOSAL

ST. JOHNS COUNTY

August 25, 2020



Swagit Productions, LLC
12801 N. Central Expressway, Suite 900
Dallas, TX 75243

August 25, 2020

St. Johns County
ATTN: Leigh A. Daniels, CPPB | Purchasing Manager
P: 904-209-0154
E: ldaniels@sjcfl.us

Swagit Productions, LLC would like to thank you for your time and the opportunity to earn St. Johns County's business. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and **hands-free** solution that offers the most current advancements in video streaming technology.

As you know, Swagit provides an easy solution for improved transparency to your constituents — without the additional workload. Initially specializing in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list that includes cities, counties, states, school districts, newspapers, television stations, specialty districts, and health providers.

Swagit proposes to provide hardware and monthly services for your meeting video streaming and archiving needs, using EASE™ and Avior™, our proprietary hands-free video streaming and archiving solutions.

The unique advantages of Swagit's sole-source EASE™ solution include:

- Completely **hands-free** recording, uploading, and archiving
- **Hands-free** indexing, time-stamping and cross-linking
- An open API, which allows for seamless integration with agenda management solutions
- Agenda also integrated into video player
- Latest software upgrades, no upgrade fees
- High Definition (HD)
- 99.99% uptime
- No training needed
- Unlimited storage
- On-demand video search by metadata text and Sound Search™
- Captioning options for live and on-demand
- 24/7 support and customer service

The distinctive advantages of Swagit's sole-source Avior™ HD solution include:

- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Real-time captioning support
- Free software updates
- Free 24/7 support and customer service
- Integrates and works with existing A/V equipment
- Small footprint — equipment is self-contained on its own rack

Sincerely,

David Alex Owusu
Director of Streaming Media
Swagit Productions, LLC
214-432-5905
david@swagit.com
www.Swagit.com

TABLE OF CONTENTS

| | |
|---|------------------------|
| Cover Page..... | Swagit Proposal p1 |
| Cover Letter..... | Swagit Proposal p2 |
| Table of Contents | Swagit Proposal p3 |
| Firm Background – Executive Summary | Swagit Proposal p4 |
| Overview of Proposed Solution | Swagit Proposal p5 -15 |
| Proposed Work Plan | Swagit Proposal p16 |
| Implementation and Training | |
| Project Schedule / Timeline | |
| Warranties, Terms & Support | Swagit Proposal p17 |
| Cost Proposal | Swagit Proposal p18 |

EXECUTIVE SUMMARY

Company History and Information

Swagit Productions, LLC, founded in 2003, is a privately held company headquartered in Dallas, Texas. Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Avior™ HD solutions, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states, school districts, and health providers. In addition, Swagit is a complete video production entity, providing services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. From its beginnings as a company specializing in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with most Agenda/Document Management and Voting Solutions.

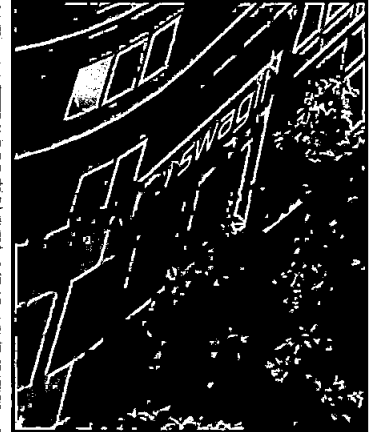
With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computers, smart phones or tablets. Archived meetings are indexed and broken up into clips by agenda item for a superior end-user experience.

Avior™ HD is Swagit's hands-free broadcast solution: a complete package of 3+ HD cameras, professional video switching equipment, and associated components that allows either Swagit's video department to remotely control the cameras or on-site camera control by government staff. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ HD can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and streaming of an event or meeting.

The Swagit network stretches across North America, ensuring fast connect times from the closest point-of-presence (POP) to an end-user's location. Swagit's network is fully redundant, giving clients peace of mind and keeping with the Swagit motto, "Always Connected."

Points of Difference

- Swagit's EASE™ solution is completely **hands-free** and requires no staff time or resources
- Sound Search™ allows residents to search for the spoken word in a meeting which is synced to video
- Swagit's open API allows integrations with agenda management solutions
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty Content and Meetings
- Swagit's unique **hands-free** solutions typically qualify as a sole-source purchase, allowing for quick deployments



OVERVIEW OF PROPOSED SOLUTION

EASE™

Hands-Free Streaming

Swagit's **Extensible Automated Streaming Engine (EASE™)** solution meets all current and future needs for government without creating additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to index, edit, or time-stamp their video content. Each EASE™ package includes on-demand archiving, a 24/7 live stream via internet and PEG, streaming to mobile devices, and up to 120 hours of additional generic specialty content each year. If live streaming is not applicable, clients can upload media via FTP.

Swagit's EASE™ streaming appliances offer broadcasters and other administrators the ability to stream live events to cable television providers, over the internet through a high-speed connection, or to mobile devices. In addition, EASE™ appliances can record and archive all media for on-demand viewing.

Avior™ HD

Broadcast System

Swagit's **Avior™ HD Broadcast System** is a complete package of high-definition PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enables any client to fully outsource the operation and production of a multi-camera broadcast for public meetings. Avior™ also offers video graphics/titles overlay and Real Time Captioning support.

Social Media eXstream

Social Media eXstream connects meetings and events with live social platforms such as Facebook Live and YouTube Live, so jurisdictions can instantly live-stream local events to followers and engage with viewers in real time.

Sound Search™

Sound Search™ is an innovative product which improves the search for specific content in archived videos. A positive search hit for a spoken word or phrase will take the viewer to the exact location that it was spoken within a meeting video.

Captioning Services

CaptionLive is Human Assisted Real-time Transcription (HART); captions are created as an event takes place, utilizing a live transcriber. (A specific captioning appliance is required for this service.)

CaptionPM is human assisted post-meeting captioning for video on demand, completed and aligned with event video within 4 business days of broadcast.

Speech-to-Text Document is a basic text file created from spoken words in a meeting audio. It is not a word-for-word legal transcript, and does not include non-audio information such as speaker identification or graphic presentations.

With **SwagitSync**, your 3rd-party live captioning transcript is synchronized with event video for on-demand viewing; completed within 4 business days of broadcast.

Non-package captioning rates are calculated in full hours only; they are based on total length of meeting or event, which includes breaks, closed sessions, and other non-captioned events during that length of time. Specific captioning appliances are required for some services. Swagit meets FCC-mandated ADA requirements for closed captioning.

Note: Some features listed in this document may be system options or may require options not included in the provided pricing proposal.

EASE™ Streaming Appliance

Video Capture, Encoding, and Streaming

The Extensible Automated Streaming Engine (EASE™) is a software framework consisting of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for your clerks or webmasters.

▪ **Video Capture and Encoding**

EASE™ Streaming Appliance records content according to your broadcast schedule and transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

▪ **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

▪ **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

▪ **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our packages offer unlimited storage.

▪ **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

▪ **Delivery**

In order to deliver on-demand content to end users in a format that is compatible with their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime, Real, and HTML5. With HTML5 streaming, Swagit provides content to mobile devices including iPhones, iPads and Android devices.

■ **Monitoring**

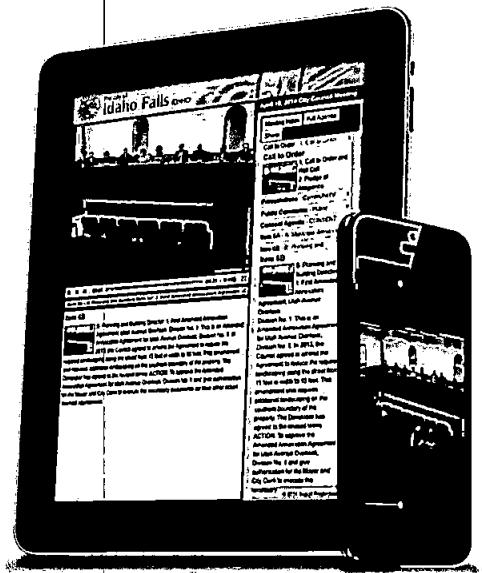
Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ streaming appliances that are deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

■ **Statistics**

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

■ **Support**

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble-free operation of our EASE™ streaming appliances, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

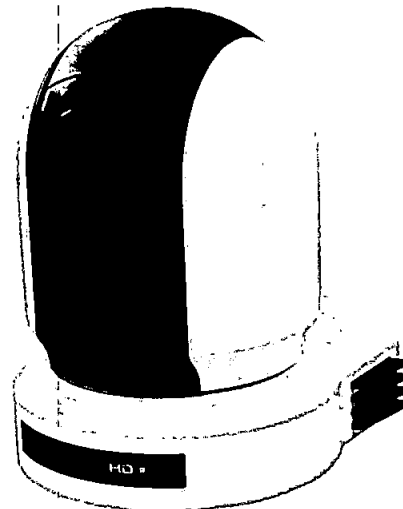


Avior™ Hands-Free Broadcast System

HD Video Capture, Encoding, Broadcast, and Streaming System

Built on years of industry experience and developed to address the growing transparency needs of government, Swagit's Avior™ HD Broadcast System is a complete package of HD PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enable any client to fully outsource the operation and production of a multi-camera broadcast for public meetings.

Avior™ HD cameras are installed by Swagit personnel in one or multiple positions within a meeting room. As a meeting is being recorded, Swagit's video department controls the Avior™ system from their Dallas, Texas headquarters — switching between cameras (for views of the podium, presentation slides, and dais), while also directing and controlling those cameras through selective panning, close-ups, and wide shots. The Avior™ HD broadcast-quality robotic cameras are able to tilt and pan through wide angles of motion and can zoom through large ranges.



Avior™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior™ communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

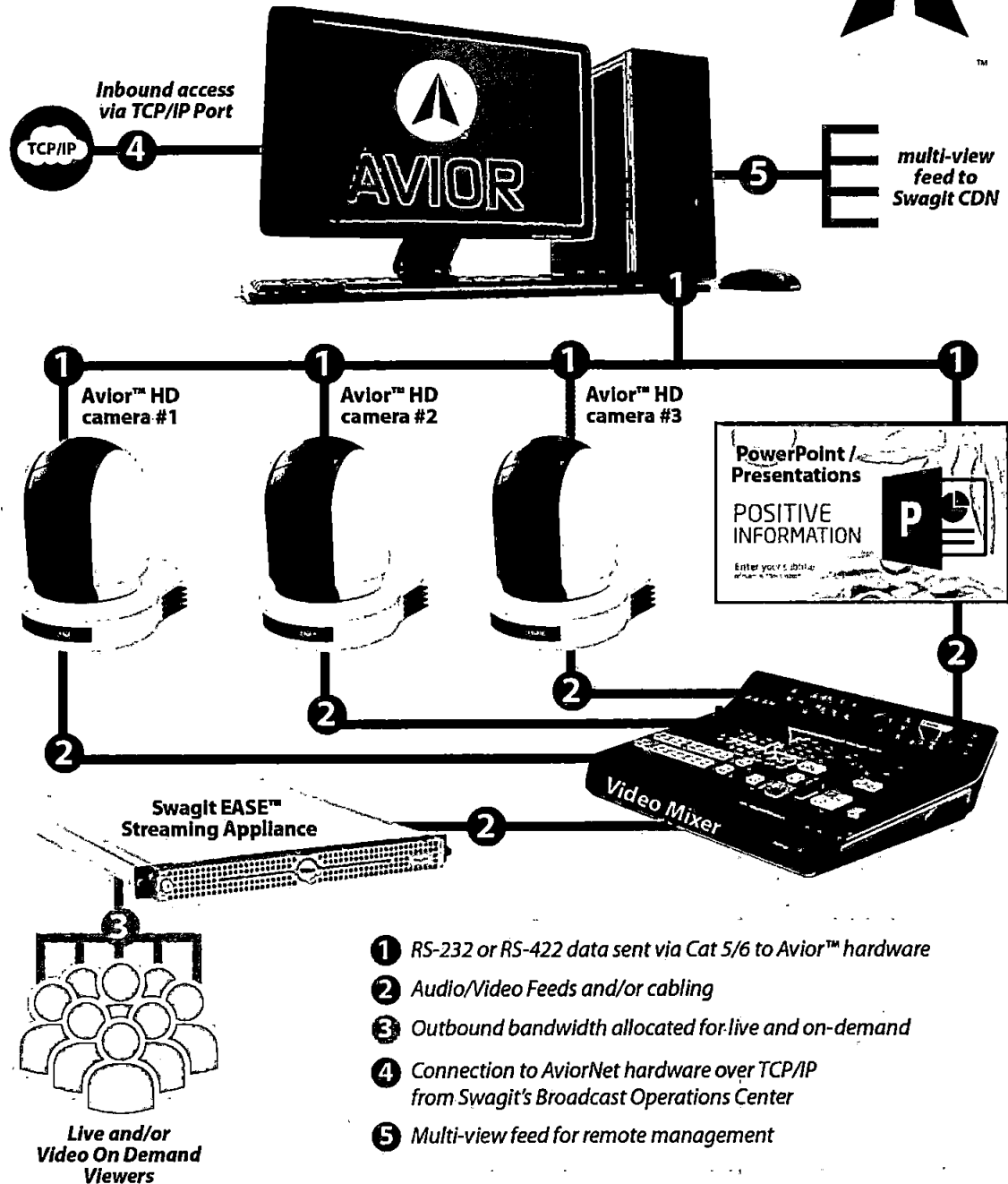
Avior™ includes 3+ robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance, with the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition, the cameras can be mounted either "up" or "hanging upside down" for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

Avior™ HD is a remotely operated one-of-a-kind hands-free transparency suite that will save your jurisdiction time and money. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and/or streaming of an event or meeting.

- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Real-time captioning support
- Free software updates
- Free 24/7 support and customer service
- Integrates and works with all existing A/V equipment
- Small footprint — equipment is self-contained on its own rack

Avior™ Broadcast System Diagram

swagit is Avior™



Captioning for Compliance Streaming Video Enhancement



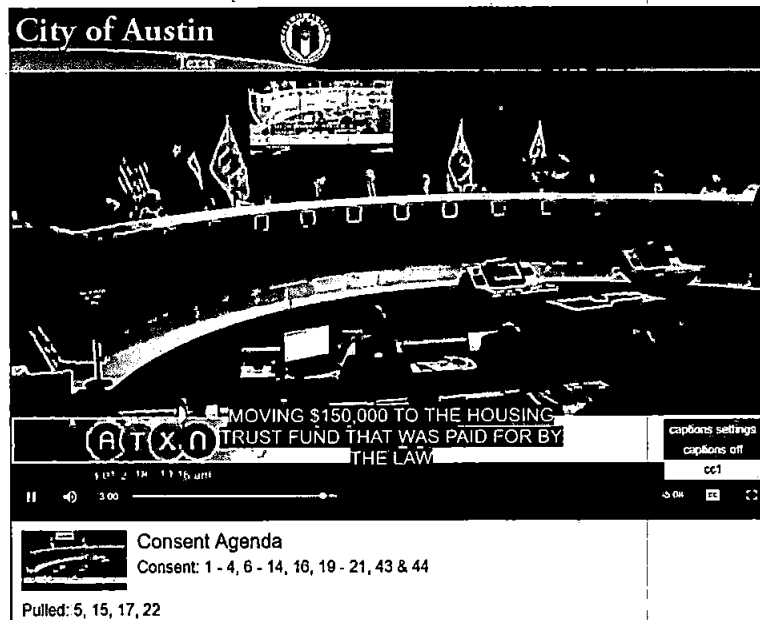
Captioning for streaming media is the method of displaying a text version overlay for the spoken words within a video. It helps viewers who may be deaf or who have reduced hearing.

Federal agencies, contractors and employers should be acutely aware that their live streaming and broadcast events must now be captioned for accessibility, as mandated by recent updates to Section 508 of the Rehabilitation Act, plus changes to state laws that now require accessibility for federally-funded organizations such as colleges, universities, and research facilities. Even when Section 508 doesn't apply, many non-federal websites and their video content must still be accessible under other laws such as Section 504 of the Rehabilitation Act of 1973.

Swagit can help meet your accessibility obligations with captioning for live streaming and broadcast events. Whether for your one-off events or longer-term fixed placements, Swagit can provide hands-free support with compliant turnkey live video services.

FEATURES

- ▶ Meets FCC mandated ADA requirements for closed captioning
- ▶ Hands-free captioning service
- ▶ Live and/or on-demand
- ▶ Multiple captioning options
- ▶ Visible on mobile devices
- ▶ Captioning for TV broadcast
- ▶ Captioning of archival video
- ▶ Dedicated staff to exceed expectations



Captioning Services

Streaming Video Enhancement



Real-Time (Live) Captioning

Swagit can provide real-time captioning for live programming, as well as sync those captions for on-demand usage after the event has come to its completion. Captioning through Swagit can be distributed to both TV and the Web simultaneously, if needed.

- **CaptionLive**

Human Assisted Real-time Transcription (HART); captions are created as an event takes place, utilizing a live transcriber. (Specific captioning appliance required for this service.)

Post-Event (On Demand) Captioning

- **CaptionPM**

Human assisted post-meeting captioning for video on demand, completed and aligned with event video within 4 business days of broadcast.

Additional Captioning Services

- **Speech-to-Text Document**

A basic text file created from spoken words in a meeting audio; does not include non-audio information such as speaker identification or graphic presentations. It is not a word-for-word legal transcript.

- **SwagitSync**

Swagit synchronizes your 3rd-party live captioning transcript with event video for on-demand viewing; completed within 4 business days of broadcast.

Captioning rates are calculated in full hours only, and are based on total length of meeting or event, which includes breaks, closed sessions, and other non-captioned events during that length of time.

Swagit meets FCC mandated ADA requirements for closed captioning.

Specific captioning appliance may be required for these packages and services.

CaptionPrime Streaming Appliance **plus Advanced Caption Encoder/Decoder**

Video Capture, Encoding, Streaming, and Captioning Support

Swagit's **CaptionPrime Streaming Appliance plus Advanced Caption Encoder/Decoder** offers the ability to provide both Live and On-Demand captioning.

▪ **CaptionPrime Streaming Appliance**

- ▶ HD/SD Baseband or IP Encode/Transcode single-channel license
- ▶ Enables encoding/transcoding of a single HD/SD channel
- ▶ Web based Caption GUI
- ▶ Multi-encoder management
- ▶ Closed captioning support for video on demand
- ▶ Includes Swagit's EASE™ Remote Video Indexing Kit (with Scheduler).

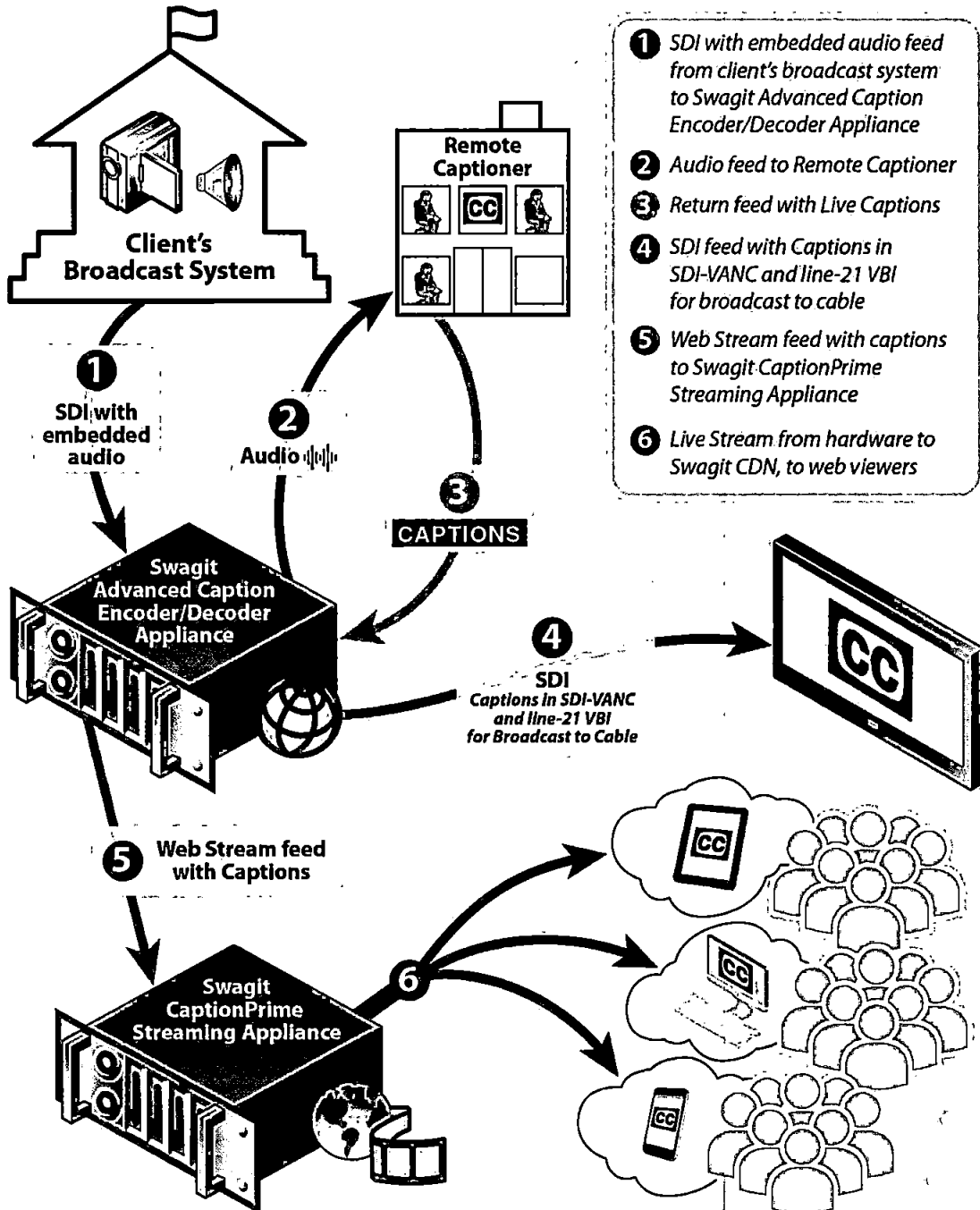
▪ **Advanced Caption Encoder/Decoder**

- ▶ Audio and captions over IP, eliminating the need for outdated telephone lines
- ▶ Ideal for security conscious environments, firewall friendly with no inbound port forwards needed
- ▶ Supports automated speech recognition service
- ▶ Capable of delivering over 90% accuracy
- ▶ Required for Live (Real Time) Captioning implementation

** Price and hardware model are subject to change after 60 days without prior notice.*

Captioning Signal Flow Diagram

swagit is Live Captioning



- 1** SDI with embedded audio feed from client's broadcast system to Swagit Advanced Caption Encoder/Decoder Appliance
- 2** Audio feed to Remote Captioner
- 3** Return feed with Live Captions
- 4** SDI feed with Captions in SDI-VANC and line-21 VBI for broadcast to cable
- 5** Web Stream feed with captions to Swagit-CaptionPrime Streaming Appliance
- 6** Live Stream from hardware to Swagit CDN, to web viewers

© 2018 SWAGIT PRODUCTIONS, LLC. PROPRIETARY AND CONFIDENTIAL. INTENDED FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE WITHOUT WRITTEN PERMISSION. 0804

Sound Search™

On-Demand Streaming Video Search Enhancement

Swagit’s innovative Sound Search™ dramatically improves the search for specific content in archived videos. A positive search hit for a specific spoken word will take the viewer to the exact location within any meeting that the word or phrase was spoken.

Sound Search™ results are displayed by the date and second mark, and provide a direct “jump-to” link for each instance a searched word or phrase was spoken during meetings. When a search result is selected, the audio/video clip will begin playing several seconds prior to the search result, giving greater context to the result.

Swagit’s focus is on emerging technology and pioneering features like Sound Search™ that enable increased resident engagement.

- ▶ Search results are date- and second-marked
- ▶ Direct “jump-to” link by spoken word
- ▶ Increased resident engagement

The screenshot shows the Swagit Sound Search interface. At the top is the Houston Television logo. Below it is a search bar containing the word "water" and a magnifying glass icon. Under the search bar are two buttons: "Text Search" and "Sound Search". Below the buttons is a table with two columns: "Item" and "Date".

| Item | Date |
|--|--------------|
| City Council | Nov 09, 2016 |
| Reading of the Consent Agenda | |
| Ⓞ 242 sec. Ⓞ 251 sec. Ⓞ 255 sec. Ⓞ 263 sec. Ⓞ 501 sec. Ⓞ 577 sec. Ⓞ 596 sec. Ⓞ 605 sec. Ⓞ 611 sec. Ⓞ 623 sec. Ⓞ 665 sec. Ⓞ 670 sec. Ⓞ 713 sec. Ⓞ 734 sec. Ⓞ 779 sec. Ⓞ 821 sec. Ⓞ 1018 sec. Ⓞ 1060 sec. Ⓞ 1090 sec. Ⓞ 1121 sec. Ⓞ 1151 sec. Ⓞ 1159 sec. Ⓞ 1182 sec. Ⓞ 1191 sec. Ⓞ 1211 sec. Ⓞ 1240 sec. Ⓞ 1269 sec. Ⓞ 1278 sec. Ⓞ 1402 sec. | |
| City Council | Apr 19, 2016 |
| Matters Held | |
| Ⓞ 37 sec. Ⓞ 113 sec. Ⓞ 114 sec. Ⓞ 164 sec. | |
| City Council | Nov 16, 2016 |
| Mayor's Report | |
| Ⓞ 241 sec. Ⓞ 250 sec. Ⓞ 251 sec. Ⓞ 267 sec. Ⓞ 270 sec. Ⓞ 282 sec. Ⓞ 286 sec. Ⓞ 295 sec. Ⓞ 320 sec. Ⓞ 351 sec. Ⓞ 364 sec. Ⓞ 391 sec. Ⓞ 409 sec. Ⓞ 420 sec. Ⓞ 576 sec. Ⓞ 702 sec. Ⓞ 718 sec. Ⓞ 727 sec. Ⓞ 796 sec. Ⓞ 798 sec. Ⓞ 889 sec. Ⓞ 921 sec. Ⓞ 935 sec. Ⓞ 1032 sec. Ⓞ 1043 sec. Ⓞ 1055 sec. Ⓞ 1080 sec. Ⓞ 1085 sec. Ⓞ 1079 sec. Ⓞ 1086 sec. Ⓞ 1110 sec. Ⓞ 1122 sec. Ⓞ 1155 sec. Ⓞ 1278 sec. Ⓞ 1302 sec. Ⓞ 1303 sec. Ⓞ 1530 sec. Ⓞ 1532 sec. Ⓞ 1549 sec. | |
| City Council | Oct 25, 2016 |

Social Media eXstream

Social Live Video Streaming

Instantly stream live your jurisdiction's local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package. Live streaming is the future growth of social media and has become a part of culture that government can easily use to reach more residents online. Users can watch live broadcasts, whether on a PC or mobile device, in a matter of seconds. Social Media eXstream connects your meetings and events with live social platforms such as Facebook Live and YouTube Live.

- ▶ Live multi-destination streaming
- ▶ Multi-bitrates
- ▶ Affordable and simple
- ▶ Additional resident accessibility to meetings and events
- ▶ Expanded reach and audience growth
- ▶ Increased distribution channels

Streaming to social media live platforms can immediately expand your audience and increase distribution channels. For example, Facebook engages your viewers by sending a notification alert to your followers before the stream begins. Residents can then easily connect, interact and follow your event in real time.



Implementation & Training

Once Swagit receives two signed original agreements, you'll hear from Swagit's team of deployment experts. We'll also send you a welcome packet, requesting basic information we'll need to complete any additional installation needed (such as your meeting schedule, contact info, IP information, and graphics for your video library/video player).

If your service package includes client-controlled indexing, Swagit will provide remote training to teach your staff how to index meeting videos as well as how to include links to attachments. No additional training is necessary; Swagit's service is hands-free.

Project Schedule / Timeline (for new equipment/services)

| Activity | Start Date | Completion |
|--|--|---|
| Phase 1 - Hardware Provisioning / Development | Immediately upon receipt of signed agreements | 2-4 weeks |
| Phase 2 – Web Element Design | Immediately upon receipt of information requested in welcome packet | |
| Phase 2a – Content Conversion & Migration | Upon receipt of file content | One month per year of content |
| Phase 3 – Deployment & Implementation | Hardware Deployment: Upon Client's receipt of hardware Software Deployment: Dependent upon Client availability for training | Hardware: Upon Client installation of encoder (plug-play installation) Software: Dependent upon Client training completion |
| Phase 4 - Acceptance Testing | Dependent upon previous phases | Dependent upon previous phases |
| Completion of Project | Dependent upon completion of Phases 1-4 | Dependent upon completion of Phases 1-4 |

Audio and Audio Mixing Control

Swagit cannot provide training for the City to control audio locally for their needs. Calibration will then need to be tested by the City's A/V company before sending a signal to Swagit.

Warranties and Support

Swagit offers onsite installation, configuration, and training.

Swagit's EASE™ streaming appliance has a full 3-year warranty; cameras and other broadcast equipment have a limited 1-year warranty.

Our team is dedicated to providing you with the best answer to any of your questions. Beyond our proactive monitoring and response, Swagit provides ongoing, 24/7 technical support for any issues our clients may encounter.

While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE™ streaming appliances, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed.

Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

Efficient Video Streaming Delivery

The Swagit EASE™ streaming appliance sends a single stream from your network to the Swagit CDN as well as to an internal stream reflector.

External internet users are served from Swagit's Content Delivery Network (CDN) POPs. This way there is no additional burden to your network, no matter how many external users are watching meetings simultaneously.

Internal users are directed to an internal stream reflector to view content and are not dependent on working internet connectivity. Internal users may be served a lower quality stream to further conserve the intranet's network resources.

Terms of Renewal

Contract terms may be extended for one-year periods at the quoted rates herein, if new services are applicable.

Revisions to Standard Agreement, if Applicable

Ownership of materials:

The jurisdiction retains rights and access to its own materials; Swagit retains rights to its proprietary software and solutions.

SERVICE COSTS & OPTIONS

Current Service Plan: EASE™ Hands-Free with Monthly Managed Services

| Yearly Managed Service Package | | | | |
|----------------------------------|----------|--|-------------------------------|----------------------|
| Item # | Quantity | Description of Products / Services | Unit Cost | Extended Price |
| 1 | 12/yr | EASE™ 75 - Meeting Package <ul style="list-style-type: none"> Up to 75 hands-free remote indexing services per year Includes non indexed audio only meetings 24/7 HD Live Stream included Up to 120 hours per year of specialty content | \$ 1,200.00/month | \$ 14,400.00 |
| 2 | 12/yr | CaptionLIVE™ – 75 (English) <ul style="list-style-type: none"> Real Time Closed Captions – Up to 75 meetings. Per year (Figure based on 4-hour event average) Additional fees may apply for overages, which are calculated at the end of the fiscal year | \$ 2,725.00/month | \$ 32,700.00 |
| 3 | 12/yr | Social Media eXstream <ul style="list-style-type: none"> Facebook or You Tube Live Streaming Support | \$ 100/00/month | \$ 1,200.00 |
| 4 | 12/yr | Sound Search™ | Included with upgrade special | \$ 0.00 |
| Total Annual Cost: | | | | \$ 48,300.00 |
| Total Five (5) Year Cost: | | | | \$ 241,500.00 |

ADDITIONAL SERVICE OPTIONS

| Yearly Managed Service Package | | | | |
|--------------------------------|----------|--|---------------------|----------------|
| Item # | Quantity | Description of Products / Services | Unit Cost | Extended Price |
| 1 | 12/yr | PEG PSA Service <ul style="list-style-type: none"> Access to evergreen PSAs created by Swagit in which the jurisdiction can use to fill content on their Public, Education & Government Channel (PEG) Includes up to 60 custom PSAs per year produced specifically for the jurisdiction | Ask Rep for Details | \$ 295.00/mo |
| 2 | 12/yr | HD Community Portal <ul style="list-style-type: none"> Includes 24/7 live stream and up to 2TB of jurisdiction produced content per year Often integrated with YouTube, Facebook or ROKU | Ask Rep for Details | \$ 395.00/mo |



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT

St Johns County, FL
Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Office: (904) 209-0150

Sole/Single Source No: SS No: 20-79

Date Posted: August 25, 2020

Written Response due: September 3, 2020 by or before 4:00 PM

RESPONSES SUBMITTED TO:

Name: Leigh A. Daniels

Email Address: ldaniels@sjcfl.us

Phone Number: (904) 209-0154

This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the vendor indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

PRODUCT/SERVICE REQUIRED:

Video Streaming, Archiving solution and Closed Caption

DESCRIPTION:

12/months EASE™ 75-Meeting Package

- Up to 75 hands-free remote indexing services per year
- Includes non indexed audio only meetings
- 24/7 HD Live Stream included
- Up to 120 hours per year of specialty content

12/months CaptionLIVE™ - 75 (English)

- Real Time Closed Captions – Up to 75 meetings Per year (Figure based on 4-hour event average)
- Additional fees may apply for overages, which are calculated at the end of the fiscal year

12/months **Social Media eXstream**
• Facebook or You Tube Live Streaming Support

12/months **Sound Search™**

INTENDED SOLE/SINGLE SOURCE CONTRACTOR/VENDOR:
Swagit Productions, LLC

PROPOSED BUDGET/COST: \$48,300.00 per year

PROPOSED CONTRACT/PURCHASE TERM:
One Year contract with four one year rewnals

JUSTIFICATION FOR SOLE/SINGLE SOURCE:
The vendor of record; request for continued standardization of service.

RESPONSE TO SOLE/SINGLE SOURCE:
Firms/Vendors who are capable of providing an equivalent product as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service and cost. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.