

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

FIRST AMENDMENT TO AGREEMENT FOR  
VIDEO PRODUCTION SERVICES PURSUANT TO RFP 16-047

THIS FIRST AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Media Consultants, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Agreement for Video Production Services Pursuant to RFP 16-047 (the "Agreement," attached as Exhibit A) on or about March 22, 2016 ; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

**NOW, THEREFORE,** the parties do mutually agree as follows:

1. The time for performance of the Scope of Services shall be extended to July 31, 2016. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.
2. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this First Amendment and the Agreement for Video Production Services Pursuant to RFP 16-047, the provisions of this First Amendment shall prevail with regard to the conflict.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

MEDIA CONSULTANTS

\_\_\_\_\_  
Robert E. Hebert, County Judge

Charles D. Wolf  
Authorized Agent- Signature

\_\_\_\_\_  
Date

CHARLES D. WOLF  
Authorized Agent- Printed Name

ATTEST:

OWNER  
Title

05/26/2016  
Date

\_\_\_\_\_  
Laura Richard, County Clerk

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

# EXHIBIT A

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR VIDEO PRODUCTION SERVICES  
PURSUANT TO RFP 16-047**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Media Consultants (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide video production services related to pursuant to RFP 16-047; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

**Section 1. Scope of Services**

- A. Contractor shall render Services in accordance with Exhibit A to this Agreement.
- B. Contractor and County intend this Agreement to be a contract for services and each considers the products and results of the services to be rendered by Contractor hereunder (the "Work") to be a work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of County.
  - 1. If for any reason the Work or any part thereof would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign, and transfer to County, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in an to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future

infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

2. If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Contractor hereby waives and appoints County to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for County purposes.
3. Contractor agrees to execute all papers and to perform such other proper acts as County may deem necessary to secure for County or its designee the rights herein assigned.

## **Section 2. Personnel**

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

## **Section 3. Compensation and Payment**

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A shall not exceed \$20,977.96. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30

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calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

**Section 4. Limit of Appropriation**

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$20,977.96, specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$20,977.96.

**Section 5. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and shall be completed to County's satisfaction by June 15, 2016. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

**Section 6. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 7. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.

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**B. Termination for Default**

1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
  - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
  - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.

C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

**Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

**Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work

performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 10 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits: Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- B. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- C. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- D. No cancellation of or changes to the certificates, or the policies, may be made without ten (10) days prior, written notification to Fort Bend County.
- E. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

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## **Section 12. Confidential and Proprietary Information**

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges

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and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

### **Section 13. Independent Contractor**

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

### **Section 14. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

*CPD*

County: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County Office of Emergency Management  
Attn: Emergency Management Coordinator  
307 Fort Street  
Richmond, TX 77469-7728

Contractor: Media Consultants  
Attn: Owner  
4710 Castlewood Street  
Sugarland, TX 77479-3916

C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Performance Warranty**

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

*CPW*

- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor

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release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 22 day of March, 2016.

FORT BEND COUNTY

*Robert E. Hebert*

Robert E. Hebert, County Judge

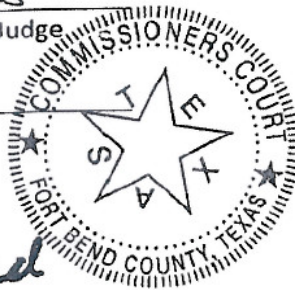
3-22-16

Date

ATTEST:

*Laura Richard*

Laura Richard, County Clerk



MEDIA CONSULTANTS

*Charles D. Wolf*

Authorized Agent- Signature

CHARLES D. WOLF

Authorized Agent- Printed Name

OWNER & VICE PRESIDENT

Title

03/10/2016

Date

APPROVED:

*Dr. Mary desVignes Kendrick*

Dr. Mary desVignes Kendrick, MD  
Health and Human Services

Exhibit A: Scope of Service

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*edw*

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$20,977<sup>96</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Edward Sturdivant, County Auditor

*Cme*

# Exhibit A

## Scope of Service

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# Media Consultants

## BIOGRAPHY



**Chuck Wolf** is Owner and Vice President of Media Consultants. Chuck has more than 35 years of broadcast news experience, most recently as News Director at KIKK 96 FM Radio in Houston. Chuck co-chaired the Houston/Galveston Regional PIO Network, serves on the Deer Park and Fort Bend County LEPCs, and is the "Voice of the CAER Line" (281-476-2237). He serves as a professional voice narrator for commercials and video projects.

A certified NIMS Instructor, Chuck is a graduate of the "Advanced Public Information Officer" course at FEMA's Emergency Management Institute, and teaches Basic and Advanced PIO/JIC courses at Sam Houston State University.

Chuck has written, produced and directed dozens of safety training videos for both corporate and government agency clients, such as AkzoNobel, BASF, Cyanco, City of Deer Park LEPC, Fort Bend County, Kaneka, Linde, Noltex, SETRAC, Shell Oil, Sunoco, and Valero – including a doxycycline pill-crushing video for Fort Bend County Health and Human Services (HHS).

Media Consultants is certified by both the Metropolitan Transit Authority of Harris County and the Port of Houston Authority as a "Small Business Enterprise".

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# Media Consultants

## BIOGRAPHY



**Dale Samuelson** is a Videographer/Editor and Media Relations Specialist for Media Consultants. He has worked with Media Consultants as a videographer and media role player on more than 70 client projects since 2008. He has also provided live webinar feeds of our training seminars and international video conferencing during drills and exercises.

Dale has more than 15 years of video production experience and has owned his own video production firm, Sweetwater Video Productions, since 2001. Prior to that, he worked at Baylor College of Medicine for 10 years. As Director of Baylor's Computing Resource Center, he had significant roles in several video projects, including setting up telemedicine links for Dr. Michael DeBakey. As the Executive Producer of Baylor's "The Health Channel", Dale helped develop the interactive video tool "MAC Transplant" to teach gastro-intestinal surgery residents how to deal with post-operative liver transplant patients.

Dale has produced videos for a variety of clients including Advance Polybag, Akzo Nobel, City of Houston, Baylor College of Medicine, Pacific Drilling, Texas Children's Hospital, Texas Department of State Health Services, Westlake Chemical Corporation, and many more.

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# Media Consultants

## TAB 1: UNDERSTANDING SCOPE OF WORK

Chuck Wolf and Dale Samuelsen have both reviewed RFP 16-047 to clearly understand the Scope Of Work, terms and conditions. Both provided information for this Proposal.

If selected for negotiations with Fort Bend County, Wolf will negotiate on behalf of Media Consultants as the primary contractor, but Samuelsen will be available upon request.

If awarded the contract by Fort Bend County Commissioners, both Wolf and Samuelsen will be available to meet with representatives from each of the departments whose personnel might be activated before, during or after an emergency response incident or disaster. Because Wolf and Samuelsen both live and work in Fort Bend County, such meetings can be easily scheduled at any department's office in Fort Bend County.

We propose dividing the Scope Of Work into four phases as detailed in our Budget Proposal on page 8:

- **Phase 1: Pre-production** planning, script writing and tours of shooting locations
- **Phase 2: Shooting** in high-definition (HD) format over two (2) days
- **Phase 3: Editing** raw footage over two (2) days; adding music, titles and supers
- **Phase 4: Post-production** creating .MOV and .WMV files; duplicating 75 DVD's

At least two such Pre-Production meetings will be scheduled in March and April 2016 to review and revise the 2007 script then create a new 2016 script, incorporating the changes noted in the Employee Video Project Meeting on December 14, 2015, and adding new contents about High Consequence Infectious Diseases such as Ebola.

The goal is to have a final "ready to shoot" script approved by Fort Bend County's Employee Video Project Team before April 15, 2016.

In order to keep the 2016 video under 12 minutes in length and under the County's budget of \$23,000 as defined in RFP 16-047, we will collaborate with the Employee Video Project Team to identify those tasks that they can perform internally (such as recruiting Cast members and scouting potential shooting sites) to reduce billable hour time performed by us. We will only charge for our actual time and mileage required.

We recommend shooting all principal videography (including any A-roll on-mike scenes and B-roll off-mike scenes with County employees) first, then shooting B-roll of County landmarks (such as the opening scenes 2-7 and closing montage scenes 49) last, so the most critical scenes in the video are completed, in case shooting B-roll of County landmarks must be reduced to stay under budget and under the 12-minute video length.

*CW*

# Media Consultants

Unlike the 2007 video that used the County Judge as both an on-camera Spokesperson and an off-camera Narrator, we recommend using Chuck Wolf (or another broadcast professional hired by Fort Bend County) as the off-camera Narrator to "voice-over" most of the audio contents. The County Judge may only be on-camera to open and close the video. Should Judge Hebert retire in the future, we could easily replace his scenes with new footage shot with the new County Judge or another Fort Bend County official.

The goal is to have our 3-person crew (Director Chuck Wolf, Videographer Dale Samuelsen, and an Audio/Lighting Tech and Grip) complete two (2) days of on-location A-roll and B-roll shooting before April 30, 2016. Members of the Employee Video Project Team are encouraged to attend the shooting, coordinate with County employees serving as Cast members, and approve the best takes of each scene that are shot.

All of the raw footage will be saved on a USB jump drive and given to the Employee Video Project Team Leader, so the County will have access to this raw footage for any future videos that the County needs to produce.

Editing of the raw footage will be scheduled over two (2) consecutive days at Sweetwater Video Productions in Sugar Land. A representative of the Employee Video Project Team is encouraged to attend the editing, help select the best takes, and approve recommendations of music, titling, supers or any changes for the video.

After the editing is completed, we will email a link to a downloadable time-coded window version of a QuickTime .MOV file of the video to all members of the Employee Video Project Team for their approval. Since Team members previously approved the script, attended the shooting, and approved editing recommendations, any additional changes should be minor. Additional shooting or editing work will be performed on a billable hour and mileage basis (budget permitting).

The goal is to complete the editing of the video and have an approved video "ready to duplicate" before May 15, 2016.

Samuelsen will convert the approved video master into digital QuickTime .MOV and Windows Media Video .WMV files that can be posted on Fort Bend County's intranet site for new and current County employees to view at anytime. Samuelsen will also provide 75 copies of the approved video on DVD in MPEG-2 (ICD-9) format that will play in a computer with a compatible DVD player or in a stand-alone DVD player.

The goal is to complete duplications of the approved video before May 31, 2016, which is two weeks ahead of the County's project deadline of June 15, 2016.

# Media Consultants

TAB 2: COST

Media Consultants submits the following itemized Cost Proposal as PROPRIETARY INFORMATION for use by Fort Bend County officials and its representatives solely for the purpose of evaluating this proposal and conducting contract negotiations.

| ITEM     | SCOPE OF WORK   | UNITS     | RATE    | EXTENDED   | TOTAL              |
|----------|---|-----------|---------|------------|--------------------|
| <b>1</b> | <b>PHASE 1: PRE-PRODUCTION</b>  |           |         |            |                    |
|          | Meetings at FBC EOC at 307 Fort Street in Richmond or FBC HHS at 4520 Reading Road in Rosenberg   |           |         |            |                    |
| a.       | Wolf, Samuelson: Meeting #1 with Client to review Scope of Work, Script changes/additions and Production Schedule   | 1.5 hours | \$300   | \$450.00   |                    |
| b.       | Wolf, Samuelson: Auto mileage to/from Client location   | 36 miles  | \$0.54  | \$19.44    |                    |
| c.       | Wolf: Develop Script #1 and Project Schedule  | 8 hours   | \$150   | \$1,200.00 |                    |
| d.       | Samuelson reviews Script #1 and Production Schedule   | 1 hour    | \$150   | \$150.00   |                    |
| e.       | Wolf, Samuelson: Meeting #2 with Client to review and revise Script #1, Production Schedule, and Music Open/Close   | 1.5 hours | \$300   | \$450.00   |                    |
| f.       | Wolf, Samuelson: Auto mileage to/from Client location   | 36 miles  | \$0.54  | \$19.44    |                    |
| g.       | Wolf: Develop Script #2 for Client review and approval  | 4 hours   | \$150   | \$600.00   |                    |
|          | Additional scripts developed as needed at billable hour rate  |           |         |            |                    |
| h.       | Wolf, Samuelson: Tour Shooting sites scouted by Client  | 8 hours   | \$300   | \$2,400.00 |                    |
| i.       | Wolf, Samuelson: Auto mileage to Shooting sites   | 200 miles | \$0.54  | \$108.00   |                    |
| j.       | Client recruits and schedules Cast for each location  | 0 hours   | \$0     | \$0.00     |                    |
| k.       | Wolf: Add Cast names and Locations to Script and finalize Production Schedule   | 1 hour    | \$150   | \$150.00   |                    |
| l.       | Wolf: Project management; Client emails & phone calls   | 8 hours   | \$150   | \$1,200.00 |                    |
|          | <b>SUB-TOTAL:</b>   |           |         |            | <b>\$6,746.88</b>  |
| <b>2</b> | <b>PHASE 2: SHOOTING AND ON-LOCATION PRODUCTION</b>   |           |         |            |                    |
| a.       | Wolf, Samuelson: Direct & shoot raw footage (8-hour day)<br>Day 1 - A-roll shoot with Judge and EMC in EOC<br>Day 1 - B-roll with County employees in EOC or field<br>Day 2 - B-roll of County landmarks and make-goods | 2 days    | \$2,400 | \$4,800.00 |                    |
| b.       | Samuelson: Audio/Lighting Technician and Grip (TBD)   | 2 days    | \$600   | \$1,200.00 |                    |
| c.       | Samuelson: Rental of additional lighting for interior shoots  | 1 fee     | \$500   | \$500.00   |                    |
| d.       | Wolf: 128GB USB drive to save Masters of all raw footage  | 2 drives  | \$65    | \$130.00   |                    |
| e.       | Samuelson: Auto mileage to/from Shooting sites (2 days)   | 200 miles | \$0.54  | \$108.00   |                    |
| f.       | Wolf: Auto mileage to/from Samuelson (2 days)   | 16 miles  | \$0.54  | \$8.64     |                    |
| g.       | Wolf, Samuelson, Grip: Per diem for meals and water   | 3 persons | \$30    | \$90.00    |                    |
|          | <b>SUB-TOTAL:</b>   |           |         |            | <b>\$6,836.64</b>  |
| <b>3</b> | <b>PHASE 3: EDITING AND STUDIO PRODUCTION</b>   |           |         |            |                    |
| a.       | Wolf or other Narrator records voice-overs  | 1 fee     | \$250   | \$250.00   |                    |
| b.       | Samuelson: Import licensed music open/close   | 1 hour    | \$150   | \$150.00   |                    |
| c.       | Samuelson: Input titles and supers  | 2 hours   | \$150   | \$300.00   |                    |
| d.       | Samuelson: Import raw footage; log into non-linear editor   | 6 hours   | \$150   | \$900.00   |                    |
| e.       | Wolf, Samuelson: Direct, edit and produce Video Master  | 2 days    | \$2,400 | \$4,800.00 |                    |
| f.       | Samuelson: Send .MOV QuickTime file of Video Master to Client for review and final approval before duplication  | 1 file    | \$75    | \$75.00    |                    |
| g.       | Wolf, Samuelson: Meeting #3 with Client to approve Video and DVD label design   | 1 hour    | \$300   | \$300.00   |                    |
| h.       | Wolf, Samuelson: Auto mileage to Client location  | 36 miles  | \$0.54  | \$19.44    |                    |
| i.       | Samuelson: Convert Video Master to .MOV and .WMV files  | 1 fee     | \$75    | \$75.00    |                    |
|          | <b>SUB-TOTAL:</b>   |           |         |            | <b>\$6,869.44</b>  |
| <b>4</b> | <b>PHASE 4: POST-PRODUCTION AND DUPLICATION</b>   |           |         |            |                    |
|          | Client will receive one USB containing all raw footage plus Client-approved video in QuickTime .MOV and Windows Media Video .WMV formats for posting on FBC Intranet for viewing by new and current County Employees.   |           |         |            |                    |
| a.       | Samuelson: Convert Video Master to MPEG-2 (iCD-9) format  | 1 fee     | \$75    | \$75.00    |                    |
| b.       | Samuelson: Duplicate DVDs in MPEG-2 format; design label printed on DVD and stored in paper sleeve  | 75 DVDs   | \$6     | \$450.00   |                    |
|          | <b>SUB-TOTAL:</b>   |           |         |            | <b>\$525.00</b>    |
|          | <b>TOTAL:</b>   |           |         |            | <b>\$20,977.96</b> |
|          | <b>TOTAL - WITHOUT PROFESSIONAL LIABILITY INSURANCE:</b>  |           |         |            | <b>\$19,977.96</b> |
|          | (SEE PAGE 10)   |           |         |            |                    |

*CPM*

Contractor Initials

contractor agrees that mileage shall not exceed amount established for county employee travel

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-5185

Date Filed:  
01/25/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Media Consultants  
Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

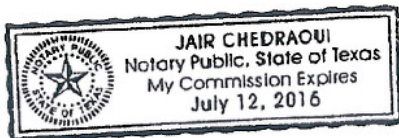
RFP 16-047  
New Employee Orientation Video on Emergency Preparedness and Disaster Response for Fort Bend County

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|----------------------------|--|---------------------------------------|--------------|
|                            |  | Controlling                           | Intermediary |
| Wolf, Chuck                | Sugar Land, TX United States             | X                                     |              |
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5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Charles Wolf*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Charles Wolf, this the 25 day of January, 2016, to certify which, witness my hand and seal of office.

*Jair Chedraoui*  
Signature of officer administering oath  
Printed name of officer administering oath  
Notary Public  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2016-5185

Date Filed:  
 01/25/2016

Date Acknowledged:  
 03/22/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Media Consultants  
 Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

RFP 16-047  
 New Employee Orientation Video on Emergency Preparedness and Disaster Response for Fort Bend County

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|----------------------------|--|---------------------------------------|--------------|
|                            |  | Controlling                           | Intermediary |
| Wolf, Chuck                | Sugar Land, TX United States             | X                                     |              |
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5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Media Consultants  
 Sugar Land, TX United States

Certificate Number:  
 2016-62004

Date Filed:  
 05/25/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 16-047  
 New employee orientation video on emergency preparedness and disaster response

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
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5 Check only if there is NO Interested Party.

ERROR

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath

\_\_\_\_\_  
 Printed name of officer administering oath

\_\_\_\_\_  
 Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2016-62189

Date Filed:  
 05/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Media Consultants  
 Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

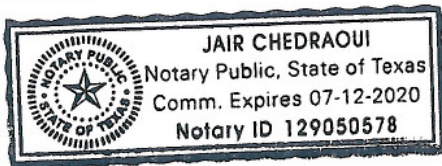
RFP 16-047  
 New employee orientation video on emergency preparedness and disaster response

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Wolf, Chuck              | Sugar Land, TX United States             | X                                     |              |
|   |                          |  |                                       |              |
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5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Charles Wolf*  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Charles D. Wolf, this the 26 day of May, 2016, to certify which, witness my hand and seal of office.

*[Signature]*  
 Signature of officer administering oath

Jair Chedraoui  
 Printed name of officer administering oath

Notary  
 Title of officer administering oath