City of Shawned	REQUEST CITY FINANCI	OF SH	AWNEE	
	16 W SHAWI	FINANCE DEPARTMENT 16 WEST NINTH SHAWNEE, OK 74801 PH: 405-878-1610 FX: 405-878-1511		
MAILING DATE	TITLE		NUMBER:	CLOSING DATE & TIME
MAILING DATE	TITLE		NUMBER:	CLOSING DATE & TIME

8/22/2006	Video Production Services	008-06	4:00 PM 9/08/06
	PRE-BID DATE, TIME AND LOCATION:		
	IN/A		

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE This is a RFP and not a Bid.
MAILING ADDRESS	
CITY-STATE-ZIP	
РН:	EMAIL:
FX:	WEB ADDRESS:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Shawnee the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Shawnee all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of OK for price fixing relating to the particular commodities or services purchased or acquired by the City of Shawnee. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE

PLEASE NOTE THE FOLLOWING:

- This page must be completed and returned with your proposal.
- Proposals must be submitted in a sealed envelope, marked with proposal number & closing date.
- Proposals received after the above closing date and time will not be accepted.
- If you do not have an email address and you want a copy of the Proposal Tab, please enclose a stamped, self-addressed envelope with your proposal packet.

City of Shawnee

Request for Proposals

Video Production Services



Date of Issue: August 22, 2006 Proposal Due Date: September 8, 2006

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Introduction

The City of Shawnee invites professional video production firms to submit a written proposal to provide video production services related to topics to be determined at a later date by the City Manager.

General Information

Shawnee is the county seat of Pottawatomie County in Central Oklahoma and home to a population of 30,000 citizens. Pottawatomie County has a population of about 67,111. Incorporated in 1894, Shawnee is territory to four different Indian tribes and possesses the typical pioneer spirit. The International Finals Youth Rodeo brings over 1,000 participants to the community each July. Throughout the year, Shawnee plays host to several thousand visitors each day.

All of Shawnee and much of the county are served by a CATV system which is today owned and operated by Charter Inc. Video programs produced as a result of this contract will be aired on the Public Education and Government (PEG) channels on Charter's system and will be seen by many city and county citizens.

Titles might include, but are not limited to the following; "Welcome to Shawnee", "Water Quality, What Shawnee does to keep our water quality up", "Water Rationing", "Progress on the MacArthur Street Resurfacing Project". Some programs will be of the reference variety and may have a life cycle of many years while others may pertain for only a few months. Some video may need to be shot in City offices or the Commission Chamber, while others may be shot on locations such as the City's facilities at the lake. Other programs may require to a studio provided by the contractor within the Shawnee city limits.

Exhibit A contains a location map.

This written Request for Proposal (RFP) states the scope of the City of Shawnee requirements and specifies the general rules for preparing the proposal. The proposal should clearly demonstrate how the firm can best satisfy the requirements of the City of Shawnee. The City of Shawnee shall reserve the right to enter an agreement with the firm presenting the proposal that is most advantageous to the Shawnee community.

1. Rules of Preparation

The submitted proposal must follow the rules and the format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in rejection of a proposal.

2. Inquiries

The City of Shawnee has prepared this RFP and has designated the Finance Director, Becky Cragin, as project manager. Please direct questions or comments concerning the administration requirements of this RFP to: Rebecca Cragin 16 West Ninth Shawnee, OK 74801 (405) 878-1610 (405) 878-1511 (fax) bcragin@shawneeok.org

3. Submission of Proposals

Please prepare and submit one original and three (3) copies of the proposal. Completed proposals should be sealed and clearly marked "RFP for Video Production Services" and be submitted no later than 5:00 PM August 24, 2006 to the Finance Department.

Proposals received after the above dates and time will be considered late and will not be accepted. Any late proposals will be notified immediately. Responses will be evaluated objectively based on the firm's response to the RFP.

The City of Shawnee will not pay costs incurred in the proposal preparation including the costs for printing, demonstration, negotiation process, etc. All costs for the preparation of the proposal shall be borne by the proposing firm.

4. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn by an authorized representative of the firm or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the City of Shawnee after the proposal submission deadline.

5. Minimum Specifications/Scope of Services

Proposals should address all planning services necessary to complete the project. Services required include, but may not be limited to the Scope of Services detailed in Exhibit B.

List in detail how you propose to provide the services along with the maximum dollar amount to provide such services.

6. Contractual Obligations

The successful firm will be required to enter an Agreement for Services with the City of Shawnee in which the firm will undertake certain obligations. These obligations include, but are not limited to, the following:

Inclusion of Proposal—The proposal submitted in response to the RFP will be incorporated as part of the Agreement for Services.

Indemnification and Insurance—The successful firm(s) shall indemnify and hold the City of Shawnee and its officers, agents, employees, and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act of omission, including strict liability or negligence of firm, or of anyone acting under firm's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract. Successful firm shall maintain the following insurance requirements during the time of performance of these services and contract period. An insurance certificate must be on file with the City Clerk's office within four weeks of the signing of the contract by both parties.

a. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.

- b. Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Worker's Compensation insurance in accordance with statutory requirements and Employer's Liability insurance, with a limit of \$500,000 for each occurrence.
- d. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

The successful firm shall require of its subcontractors to maintain general aggregate insurance with limits of not less than \$1,000,000 per accident.

Costs- Estimated costs are to be stated in exact amounts. All costs must be detailed for each element or phase within the process.

Selection- The final award is subject to the approval of the Shawnee City Commission.

7. Right of the City of Shawnee to Reject Proposals

The City of Shawnee reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as the City of Shawnee may deem necessary in its best interest. The City also reserves the right to negotiate with any firm, all or part of any proposal that is in the best interest of the City.

8. Evaluations

Proposals will be evaluated on the basis of direct and concise responses to the items listed under the above proposal contents. The criteria to be used in the evaluation include the following:

- a. Technical content,
- b. Previous background and experience,
- c. Strength of proposed staff,
- d. Video production equipment,
- e. Facilities available,
- f. Adequacy and completeness of the proposal,
- g. Quality of the Demo provided, and
- h. Ability to respond in a timely manner to community issues

9. Non-limitations to RFP

The format of the RFP must be followed and all requested information must be submitted as indicated; however, the City of Shawnee is receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFP terms and conditions must be included in writing in the proposal.

10. Interpretations and Agenda

No interpretation made to any respondent as to the meaning of the RFP shall be binding on the City of Shawnee unless repeated in writing and distributed as an addendum by the City of Shawnee. Interpretations and/or clarification shall be requested in writing from the contact person listed in Section 3.

11. Proposal Response Format

In order to facilitate the analysis of responses to this RFP, firms are required to prepare their proposal in accordance with the instructions outlined in section 3.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. A sample of work in DVD format of proposed production services should be submitted with the written proposal.

Emphasis should be concentrated on creativity, accuracy, completeness, and clarity of content.

The proposal shall be limited to ten (10) pages, not including title page, table of contents, section separators, resumes of staff, and required appendices. The proposal shall include, as a minimum:

- 1. An introduction and executive summary of the proposal.
- 2. The project approach, including comments on schedule, public process, coordination with City, project management, understanding of the work and what work, if any, you would expect the City to perform.
- 3. Discussion and interpretation of the scope of work including those tasks or aspects that you believe require special attention, alternate approaches or suggested revisions based on experience, and descriptions of work elements presented in the proposed scope of work that should be expanded and or modified to address any special considerations or approaches.
- 4.

12. Confidentiality of Documents

All responses to the RFP submitted by firms shall be deemed public documents at the time opened by the City of Shawnee. The RFP is intended to be worded in a manner so as not to elicit proprietary information from the firm. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the City of Shawnee to the submitter. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

13. Legal Notice

The City of Shawnee reserves the right to reject any and all proposals and waive any or all technicalities, as determined by the City Manager of the City of Shawnee.

The City of Shawnee, Oklahoma will not award contracts to nor accept proposals from individuals or entities that attempt to include any of the following in any proposed contract or Request for Proposal:

- 1. Reduce or diminish the common law or statutory standard of care, to limit liability, or reduce responsibility of the contractor for mistake, error, or negligence of any type.
- 2. Attempt to limit liability for breach of contract or negligent of the payment to the contractor by the City.
- 3. Attempt to claim ownership of intellectual property created during the performance of the contract with the City.
- 4. Include binding arbitration agreements.
- 5. Provide for damages for breach by the owner contrary to the common law or statute, including, especially, any attempt to provide for attorney fees or recoverable damage.
- 6. Attempt to select any forum for resolution of disputes other that Pottawatomie County, Oklahoma.
- 7. Attempt in any way to reallocate risk contrary to common law or statute, unless specifically requested as an alternate proposal or bid by the City of Shawnee, Oklahoma.

The City of Shawnee expects a professional job, done commensurate with the standards and practices of the profession/or business.

All persons awarded and/or entering into purchase orders with the City of Shawnee shall be subject to and required to comply with all applicable City, State and Federal provisions.

The City of Shawnee has an affirmative action program. Any firm will be required to include the following statement in any contract with the City of Shawnee.

"Contractors shall not discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, sex, marital status, physical handicap, or medical condition, in violation of any federal or state law. Contractor shall comply with all requirements of the City of Shawnee pertaining to affirmative action with regard to employment while this Agreement is in effect."

The City will reserve the right to complete any aspect of this project with City Personnel preceding, during or after the study is complete. Those items would be deleted from the Consultants scope of services. At any time, the City may elect to abandon the project. At that time, the consultant would be compensated for all items previously completed.

Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of the City of Shawnee.

<u>Exhibit A</u>

Location Map



Exhibit B

SCOPE OF SERVICES

- 1. Respondents will demonstrate knowledge of Video Productions and will supply copies of certifications and resume videos for review by the Evaluation committee.
- 2. Respondent will list and describe equipment (hardware and software) which will be used to complete the scope of work and will indicate clearly if those assets are owned, leased or rented by the respondent.
- 3. Respondent will have access to a video production facility. This facility will be inspected by the evaluation committee and judged on its fitness to produce video and on its convenience to City Officers who will make use of it. If the facility is not in Shawnee, distance to the location may be a major factor in the evaluation.
- 4. During the course of this contract, the City Manager will provide to the contractor, one or more outlines describing "content" to be produced into a TV program.
- 5. Contractor will work with assignees of the City Manager to develop a script for each outline and provide all professional services needed to produce a minimum of fifteen 30 minute TV programs including scripting, lighting, cameras, video recording and post editing equipment.
- 6. The final draft of each program will be submitted to the City Manager's office at least five working days before the scheduled air dates.
- 7. The City may make a facility, office or Council Chamber available for TV production purposes if the City Manager deems it appropriate.
- 8. Finished programs and any unused footage not used in finished programs but recorded during such sessions will be the sole property of the City of Shawnee and may not be copied, used or distributed in any form without the expressed authority of the City Manager. Contractor will be allowed to library such footage for future productions. Once the contract is terminated, the contractor must provide to the city all copies of raw or produced media shot under this contract.
- 9. Contractor will deliver the first production within 3 weeks of the awarding of the contract. Each subsequent show will be determined by a schedule provided by the City Manager but it is anticipated that there will be a production about every two weeks ending June 30, 2007.
- 10. Each finished production will be delivered to the Finance Department in DVD format within 2 working days after showing.