



REQUEST FOR PROPOSALS

PROJECT NAME: DIGITAL BROADCAST AUTOMATION UPGRADE

RFP NUMBER: PIOX-050158-FP

REFER ALL QUESTIONS TO:

FRAN POWELL, SENIOR BUYER
TELEPHONE: (352) 393-8795
FAX: (352) 334-3163
EMAIL: powellfb@cityofgainesville.org

DEADLINE FOR RECEIPT OF PROPOSALS: MAY 13, 2005 AT 3:00 PM

PLEASE SUBMIT ONE (1) ORIGINAL AND THREE COPIES OF YOUR PROPOSAL.

**ALL PROPOSALS MUST BE RECEIVED BY THE CITY OF GAINESVILLE
PURCHASING OFFICE**

**ADDRESS: 200 EAST UNIVERSITY AVENUE,
CITY HALL, ROOM 340,
GAINESVILLE, FL 32601
OR
P.O. BOX 490, STATION 32
GAINESVILLE, FL 32602-0490.**

**HAND-CARRIED AND EXPRESS MAIL PROPOSALS MAY BE DELIVERED TO THE
ABOVE ADDRESS ONLY BETWEEN THE HOURS OF 8:00 A.M. AND 5:00 P.M.,
LOCAL TIME, MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS OBSERVED
BY THE CITY.**

FAX PROPOSALS ARE NOT ACCEPTABLE.

**PROPOSALS RECEIVED AFTER THE AFORESTATED TIME AND DATE WILL BE
RETURNED UNOPENED.**

SECTION I OVERVIEW AND PROCEDURES

A. INTRODUCTION/BACKGROUND

The City of Gainesville and Alachua County are currently operating a government access channel on Cox Communication Cable System (the provisions of an existing franchise agreement) with both the City and the County. This channel broadcasts a minimum of the following live meetings from four locations, satellite feeds, and VHS tape playback programming.

- Bi-weekly meetings of both the City of Gainesville and Alachua County Commission meetings
- Monthly planning, department and advisory board meetings
- Monthly School Board meetings
- Live broadcast from the Alachua County Emergency Management Department during times of emergency.

Note: The broadcast signals from all four (4) sites as well as the satellite feed are all combined and switched from the City of Gainesville to Cox Cable.

Alachua County is located in North Central Florida. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa-St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 216,000 with 66% of the Cox Cable subscribers living within the city limits of Gainesville and the balance in the unincorporated areas of Alachua County.

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	April 22, 2005
Deadline for receipt of questions	May 5, 2005
Deadline for receipt of proposals	May 13, 2005 at 3:00 PM
Evaluation/Selection process	Week of May 15, 2005
Projected Award Date	May 23, 2005

C. PROPOSAL SUBMISSION

One original and five copies (**a total of four**) of the complete proposal must be received by **May 13, 2005 at 3:00 p.m.** local time at which time all proposals will be publicly opened.

D. PROPOSAL ENVELOPES

The original, all copies, and the separate sealed price envelope, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Both the Technical Proposal and the Price Proposal, are required to be submitted in a separate sealed envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, a Notary Public must notarize the Proposals.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

E. CONTACT PERSON

The contact person for this RFP is Fran Powell, Senior Buyer at (352) 334-5021 in Purchasing. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with City personnel related to this RFP is permitted, except as authorized by the contact person. Any such unauthorized contact may result in the disqualification of the proposer's submittal.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet, which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

I. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

J. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

K. PROPRIETARY INFORMATION

Responses to the Request for Proposals upon receipt by the City become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential and/or proprietary, you should clearly assert such exemption and the specific legal authority of the asserted exemption. All material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the proposal number marked on the outside.

Please be aware that any person may challenge the designation of an item as a trade secret by you in court. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim.

L. QUALIFICATIONS OF PROPOSERS

As a part of the Proposal evaluation process, CITY may contact your representative to request clarification as to their proposal detail and allow for any necessary price revisions that may be necessary to the pricing envelope.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to CITY upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is otherwise determined to be irresponsible or unreliable by CITY.

M. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations.

N. RIGHTS OF APPEAL

Participants in this RFP solicitation may protest RFP specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

O. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

P. REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

Q. LOCAL SMALL BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that Local Small Businesses as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City.

Notification is hereby given that Local Small Businesses are strongly encouraged to submit a proposal for the RFP and prime contractors are strongly encouraged to utilize Local Small Business subcontractors and material suppliers.

Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City.

Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy.

SECTION II SCOPE OF SERVICES

A. INTENT

It is the intent of the City of Gainesville to obtain proposals to upgrade our cable channel capabilities. This will be accomplished by making a direct purchase of two (2) 360 Systems Image Servers, with DV Option and 170 hours of storage each, directly from the manufacturer.

The remaining hardware and software to be provided by proposers must include and/or accomplish the following and shall be associated with this Request for Proposals:

- Network managed video system controller with scheduling software
- Sigma 16X8 routing switcher
- Two Pioneer DVD-V7400 players
- Two Sony DSR-45 DVCAM decks
- Two JVC SR-V10 VHS decks
- Marshall Electronics LCD Quad V-R44P monitor unit
- All necessary RS-422 interfaces
- Rack, hardware and wiring

In addition, the proposed system must offer staff

- the ability to encode and record signals into both servers simultaneously from different sources;
- schedule and play programs to a single cable channel, as well as, other devices;
- schedule the recording of satellite or other feeds in advance;
- demonstrate the ability to change the program being sent from our main output to Cox Cable remotely through the internet.

A proposal for this system must reflect all fixed and re-occurring cost, fees, etc., associated with this project. The proposal shall also reflect the type and cost of maintenance service agreements available and their associated costs.

SECTION III PROPOSAL FORMAT

A. FORMAT AND CONTENTS OF PROPOSAL

1. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

2. Management Summary

The offeror shall provide a cover letter indicating the underlying philosophy of the firm providing the service. Offeror shall also provide a comprehensive organizational chart.

3. Proposals

Describe in detail, how the requested services will be provided, and address each of the tasks identified in the Scope of Work. Offeror shall provide proposed timelines for the specified services/deliverables. Proposals will only be considered from those firms demonstrating historical expertise and experience in such procedure development.

4. Price Proposal

The price proposal is a presentation of the proposer's total offering price including the estimated cost for providing each component of the required goods or services. **For this RFP, the price proposal shall be submitted in a separate sealed envelope with the RFP name and number and the proposer's firm name clearly written on the outside of the envelope.** Pricing envelopes will only be opened for firms, who the City has determined that their technical proposals are complete and concise and will meet the project requirements.

Pricing shall include the following information

- a) All direct and indirect costs, including, all out-of-pocket expenses
- b) Certification that the person signing the proposal is entitled to represent the firm and authorized to submit the proposal with pricing data and authorized to sign a contract with the City of Gainesville.
- c) A detailed and comprehensive fee schedule for the services offered
- d) An estimated lump sum total for all tasks outlined in the Scope of Work based of the fee schedule offered above.

B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

Describe in detail the qualifications of your company personnel specifically assigned, and supply a list of current clients for references with names of individuals who can be contacted by the City for discussion of your services to that client. In addition, please include the names of at least two clients with whom you have done business in the past, but who are no longer your clients. A demonstrated track record with a variety of municipalities will be advantageous to the proposer. Proposal format should follow these basic guidelines:

- a) For each numbered (and/or lettered) item in the Scope of Services section, please provide a statement regarding the firm's ability to accomplish the indicated tasks. Describe the qualifications of the firm and the personnel to whom the task would be assigned. If the service can be provided, but with qualifications, state those qualifications specifically.
- b) References with names, addresses, and phone numbers.
- c) Ability to provide a detailed breakdown of cost of services by year.
- d) Any additional remarks/comments the company wishes to make to elaborate their proposal and qualifications.

SECTION IV EVALUATION CRITERIA AND PROCEDURES

A. EVALUATION CRITERIA

Proposal evaluation involves an assessment of both the quality of the proposals and the ability of the proposers to fulfill the requirements of the RFP. The successful proposer will be the one evaluated most favorably the evaluation.

The proposals will be evaluated to ensure that all material requirements for the Request for Proposals are met. Those proposals determined to be responsive will be further evaluated based on the following:

A. Understanding the Scope of Services

1. Effective approach and ability to provide services requested.

B. Firm/Personnel Qualifications

1. Familiarity and years of service to municipal government clients
2. Detail past work performance including size of municipality.
3. Lists of firm's corporate officers.
4. Names of assigned personnel.
5. Experience, education and training of assigned personnel with particular regard to municipal government, utilities and transit.

C. References

1. Government agencies such as municipalities, utilities, public transit or other public agencies.
2. Private agencies.
3. Daily contact via telephone (watts line or collect call service).
4. Flexibility in conducting field visits and attending meetings in Gainesville upon reasonable notice of need.
5. Personnel's ongoing involvement with contacts with other entities.

B. SELECTION PROCESS

The firm(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. An evaluation committee consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals. The evaluation committee will do an initial qualification of the firms based on all the criteria with the exception of cost. **Once an initial short list has been developed, the price envelopes from only those firms will be opened and factored into the evaluation.**

2. Upon review and evaluation, the City may request oral presentations from the top-ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City.
3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked vendor.

Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of insurance brokerage/consultation services. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contact is negotiated.

SECTION V

GENERAL PROVISIONS

A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

The Contract to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or
2. Drug Free Workplace. Preference shall be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the proposals in order to qualify for this preference.
3. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

4. Insurance. Insurance coverage acceptable to the City shall be required: Professional liability including errors and omissions: \$10,000,000; auto \$1,000,000; workers' compensation as required by Florida Statutes; and general liability \$1,000,000 naming the City as an additional insured.

5. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

6. Term. The term of the contract will commence upon final execution and will continue for three years. At the end of the contract period, upon satisfactory performance, the City, may at its option, negotiate and extend the contract for three additional one-year periods.

7. Termination. The contract will provide termination by either party without cause upon 120 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.

8. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida.



CITY OF GAINESVILLE, FLORIDA

INSURANCE COVERAGE

A. SELF-INSURED EXPOSURES

1. Auto/General Liability
2. Workers' Compensation (\$400,000 Self Insured Retention except \$500,000 for Firefighters, Police, Utilities)
3. Airport Authority Public Officials Liability

B. INSURED EXPOSURES

1. Property
2. Boiler & Machinery
3. Police Professional Liability
4. Aviation – Helicopter
5. Pension Trust Fiduciary Liability – Police & Firefighters
6. Pension Trust Fiduciary Liability – General Employee Pension Plan & Employee Dishonesty
7. Public Officials/Employment Practices Liability (\$250K S.I.R.)
8. Auto Physical Damage - Fleet
9. Auto Physical Damage - Transit
10. Lawyers Professional Liability
11. Special Events
12. Accidental Death/Dismemberment – Key Personnel/Police & Fire
13. Thomas Center/Fine Arts
14. Pollution and Remediation Legal Liability
15. Vacant Dwellings
16. Rehab Dwellings
17. Crime

- 18. GRUCom Policies
 - < Business Auto
 - < General Liability
 - < Excess Liability

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date