



**MEDIA UPDATES
TO MUNICIPAL BUILDING COURTROOM
(CONTRACT #FY2014-95)**

REQUEST FOR PROPOSALS

**NOTE: MANDATORY PRE-PROPOSAL MEETING:
February 13, 2014, 2:00 p.m., local time, in the
Municipal Building Courtroom located at 200 S.
Tulane Avenue**

SEALED PROPOSAL DUE DATE

February 28, 2014 at 10:00 a.m., Local Time

**Central Services Complex
Finance Department Conference Room
City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819
Fax: (865) 482-8475
Attn: Lyn Majeski
Email: lmajeski@oakridgetn.gov**

Dated: January 10, 2014

REQUEST FOR PROPOSAL
MEDIA UPDATES TO THE MUNICIPAL BUILDING COURTROOM

SCOPE OF REQUEST – GENERALLY

The City of Oak Ridge is soliciting sealed proposals from interested, qualified vendors for media updates to the Municipal Building Courtroom.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on Thursday, February 13, 2014, at 2:00 p.m., local time, in the Municipal Building Courtroom located at 200 S. Tulane Avenue, Oak Ridge, Tennessee 37830, where the interested parties will tour the Courtroom and review the City's current media equipment and cabinet, as well as provide Respondents the opportunity to ask questions and/or receive clarification of any requirement contained in this RFP. The City will be reviewing three (3) key components to the Courtroom—audio, video, and voting capabilities. Please note that not all three (3) components will necessarily be pursued during the City's current fiscal year, rather the City will choose which package(s) of service to carry out based on proposals received.

All prospective Respondents are required to attend. This meeting is intended to afford Respondents an opportunity to review the layout of the Courtroom. Specifically, Respondents will learn about the City's existing processes for recording meetings and/or streaming multimedia, see first-hand what existing equipment is being utilized for meetings held in the Courtroom, and learn, in more detail, what the goals are from city staff for the upgrades to the Courtroom. Please contact Lyn Majeski at (865) 425-1819 if directions to the Courtroom are needed.

PROPOSAL DUE DATE

All proposals shall be sent in a sealed envelope to the following address:

By mail:

Attn: Lyn Majeski
Finance Department
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831

By express mail or personal delivery:

Attn: Lyn Majeski
Finance Department
City of Oak Ridge
100 Woodbury Lane
Oak Ridge, Tennessee 37830

The outside envelope should be clearly marked in the lower left-hand corner "Media Update RFP due by 10 a.m., local time, on February 28, 2014." It is the Respondent's responsibility to deliver responses to the exact location specified on or before the time indicated above.

No faxed, emailed or telephoned proposals will be accepted. Late proposals are not accepted.

TIMELINE FOR PROJECT COMPLETION

All work associated with the project must be completed by **Monday, June 30, 2014.**

OVERVIEW

The City of Oak Ridge is requesting proposals to help design and employ media equipment to the City's Municipal Building Courtroom for the purpose of enhancing and simplifying the City's multimedia capabilities in video, audio, voting, and presentations.

The Municipal Building Courtroom is the primary location for the governing body's (City Council) voting meetings. During these meetings audio and video is simultaneously broadcasted live to a local television station and streamed on-line. Audio is captured separately for the office's record keeping purposes and projected for the audience, and video is recorded to a local machine to be encoded and published on the City's website at a later date. During these governmental meetings, a presentation of the meeting's agenda is exhibited via a projector, projection screen, and computer for the at-home viewers, the audience, staff, as well as the City Council. The City Council utilizes a hand-made voting machine as a means to assist with Parliamentary Procedures that must be adhered to by the governing body, and is used as a tool for staff and the public to follow along with speaking arrangements and votes. This meeting is produced using a combination of city staff comprised of employees from the City Clerk's Office, Information Services, and the Electric Department, as well as staff from a local broadcasting company, BBB Communications, Channel 12.

Additionally, the Courtroom holds City Court Sessions, traffic camera hearings, additional meetings of City Boards and Commissions, and has served as a location for several important presentations/celebrations of the City.

GOAL

The City has two (2) goals associated with this proposal: (1) simplify the equipment and process, as well as the resources needed to both utilize and maintain the multimedia elements; and (2) advance the City's multimedia capabilities in the Courtroom, including video and sound playback, computer access, cable accessibility, voting/Parliamentary Procedure resources, presentation means, and more.

PROPOSAL GUIDELINES

The City is not providing exact guidelines or specifications as the intent of the proposals is for the interested parties to submit a design based on their experience and analysis of the Courtroom that would yield the best results of achieving the two (2) aforementioned goals.

Proposals should, at a minimum, provide a detailed description of the following:

- Equipment to be used, including quantity, name, model number, and manufacturer's warranty, if any
- Purpose
- Benefit
- Price per equipment
- Installation charge
- Maintenance charge/rate(if the Respondent provides a guarantee of work for service, please outline that as well)
- Additional warranty options available as part of a service plan through a vendor, equipment manufacturer, or Respondent, if any

Please note that because the City will be compiling its own package of services, so the equipment used for each of the three (3) components must be independent of one another, i.e. should not be dependent upon one of the other component equipment(s) being present or utilized.

SELECTION PROCESS

Cost shall be considered, but will not be the sole determining factor. The City will select the Respondent, which, in its opinion, has made the best proposal for the project.

If needed in order for the City to make a determination after proposals are submitted and opened, interviews and/or presentations may be scheduled with Respondents.

Interested bidders may submit proposals for only one (1) of the three (3) components being pursued; however, it is the City's preference to select a bidder that can accommodate most, if not all, of the three (3) components for compatibility, economics, and efficiency.

EXPECTATIONS – SCOPE OF WORK

Proposals submitted must be self-sufficient in that the company can design, purchase, install, configure, test, and troubleshoot any new or existing equipment without the guaranteed aid of the City of Oak Ridge, although City assistance can and will be available on a limited basis to ensure compliance with the City's existing infrastructure.

The company must be available, if necessary, for service calls, maintenance, and troubleshooting assistance. This particular type of assistance will be compensated on an as-needed basis and at a rate provided in the quote(s).

QUALIFICATIONS

In order to better assist with determining quality of work and the company's capabilities, the City is requesting the following qualifications:

- At least five (5) years of related experience
- Three (3) letters of references
- Branch/Office facility located within approximately 2 hours driving distance
- Resume

ADDITIONAL RESOURCES

Visit the City's website at www.oakridgetn.gov to view video of past City Council meetings and the City Council meeting agendas to gain a better understanding of the City's meeting structure and current capabilities.

QUESTIONS – DISCREPANCIES AND CLARIFICATIONS

For questions, discrepancies in or omission from this RFP Package, or should the Respondent be in doubt as to meaning, please contact Lyn Majeski by email at lmajeski@oakridgetn.gov. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to known respondents. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. Only questions submitted prior to or at the pre-proposal meeting are assured a response.

NOTE: The City's Project Manager for this project is the City Clerk and this person will be the contractor's point of contact once a contract is in place. However, the City Clerk is not to be contacted regarding the RFP. All questions must go to Lyn Majeski as noted above.

SELECTION PROCESS

Cost shall be considered, but will not be the sole determining factor. The City will select the Respondent, which, in its opinion, has made the best proposal for the project.

If needed in order for the City to make a determination, interviews and/or presentations may be conducted with Respondents.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn upon written or telegraphic request received from Respondents *prior to* the submittal deadline.

REJECTION OF PROPOSALS

The City reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in the City's judgment, such award and/or rejection is in the best interest of the City of Oak Ridge.

COMPLIANCE WITH ALL LAWS, ORDINANCES, STATUTES AND REGULATIONS

All federal, state, county and local laws, ordinances, statutes and regulations shall be complied with.

ANTI-DISCRIMINATION

Upon award of the contract, the Contractor must agree to not discriminate against any person because of race, color, creed, national origin, age, sex, sexual orientation, religion, disability or any other legally protected status in performance of the work or service of this project. The City of Oak Ridge encourages the utilization of minority- and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform any of its vendors and subcontractors that are used in conjunction with this project of this provision and shall ensure compliance therewith.

INSURANCE

Upon award of the contract, the contractor shall at all times during the contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance and submit the required certificates of insurance. The City shall be named as an additional insured on the policy(ies).

COLLUSION

By responding, the Respondent implicitly states that the proposal is not made in connection with any competing Respondent submitting a separate response, and is in all respects fair and without collusion or fraud. It is further implied that the Respondent did not directly or indirectly induce any Respondent to submit a false or sham proposal or to refrain from participating in this process.

CITY OFFICERS AND EMPLOYEES NOT TO HAVE CONFLICT OF INTEREST

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has a conflict of interest.

GENERAL REQUIREMENTS

Cost Liability. The City assumes no responsibility and no liability for any costs incurred by respondents responding to this RFP or prior to the issuance of an agreement.

Respondent's Responsibility. Each respondent should be familiar with the specifications and the work to be performed before submitting a response. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this RFP unless an exception is specifically noted by the respondent. The City reserves the right to reject any proposal that takes exception to the terms and conditions set forth in this RFP.

Validity. All proposals/statements of qualifications are to remain valid for ninety (90) days from the date of submission.

Addenda: All changes in connection with this proposal will be issued in the form of a written addendum and sent to all known Respondents not less than three (3) days prior to the proposal due date. Signed acknowledgement of receipt of each addendum must be submitted with each proposal. Oral instructions, clarifications, and additional information supplied by the City representatives are not binding

Late Proposals and modification or withdrawals: Proposals received after the designated deadline shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal opening. Modifications must be submitted in writing and received prior to the proposal opening. Withdrawn proposals may be by written or telegraphic request prior to the proposal opening.

Rejection of Proposals. In order to be considered for selection, the respondent must submit a complete response to the RFP. The City reserves the right to reject any and all responses, without incurring any liability whatsoever, when such rejection is in the best interest of the City of Oak Ridge; to reject the proposal of a respondent who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the proposal of a respondent who is not, in the opinion of the City in a position to perform the services required; to reject the proposal of a respondent that is in default of any prior contract; to reject the proposal of a respondent for misrepresentation; and to reject the proposal of a respondent not submitted in accordance with this RFP.

Clerical Errors, Technical Defects, Irregularities. The City reserves the right to correct inaccurate awards resulting from its clerical errors. The City reserves the right to waive technical defects, irregularities and omissions if, in the City's judgment, the best interests of the City will be served.

Amending or Canceling Requests. The City reserves the right to amend or cancel this RFP prior to the due date and time if it is in the best interests of the City.

Licenses, permits, and taxes: The successful contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The contractor is liable for any and all taxes due as a result of the contract.

Oral Agreements. Any alleged oral agreement or arrangement made by a respondent with any employee will be superseded by the written agreement.

Respondent Presentation of Supporting Evidence. A respondent, if requested, must be prepared to present additional evidence of experience, ability and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

Debarment. The respondent certifies by submission of a response to this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or local department or agency.

Collusion. The respondent certifies by submission of a response to this RFP that it has not colluded, conspired, connived, or agreed, directly or indirectly, with any other respondent or person/firm to refrain from proposing, and further, that it has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with that of any person, to fix the proposal amount herein or that of any other respondent, or to fix the proposal amount herein or cost element of said proposal amount, or that of any other respondent, or to secure any advantage against the City or any person interested in the proposed contract. In addition, the respondent implies that it did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance.

City Officers or Employees Not to Have Financial Interest. No agreement shall be made with any officer or employee of the City or any respondent or corporation in which any officer or employee of the City has financial interest.

Further Instructions and Conditions. All responses to this RFP must conform to the instructions set forth within the RFP. Failure to conform may be considered appropriate cause for rejection of respondent's proposal.

Disclaimer of liability. The City will not, and cannot, hold harmless or indemnify any respondent for any liability not directly caused by the City.

Responsible firms: Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

Lack of funds clause: The City may cancel or reduce the amount of work/service to be rendered if such action is, in the City's determination, in the City's best interests, or there is a lack of funding available for the service. In such instance, the City will provide thirty (30) days advanced notification to the Contractor.

Contract Execution. The City will make the award as soon as practicable to the best responsible respondent, considering price, timeframe and other factors, provided it is reasonable and in the best interests of the City.

CONTRACT REQUIREMENTS

The following provisions are standard for City contracts and will be a part of any agreement with the selected respondent:

1. Insurance. The successful respondent will be required to maintain comprehensive general liability, property damage, and alcohol liability insurance, naming the City as an additional insured, in the minimum amount of \$1,000,000 for the duration of the agreement.
2. Hold Harmless: The selected respondent will agree to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the consultant, any of the consultant's subcontractors, anyone for whose acts any of them may

be liable, or others whose services are engaged by the consultant or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the contract, except such injury, destruction or death as may be caused by the negligence or fault of the City. When the City submits notice, the respondent shall promptly defend any aforementioned action. The limits of insurance required shall not limit the respondent's hold harmless obligations.

3. Compliance with Laws. The respondent awarded the contract as a result of this RFP shall comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances.
4. Governing Law. The agreement shall be governed by the laws of the State of Tennessee.
5. Anti-Discrimination. No respondent shall in any way, directly or indirectly, in performance of the services under this contract discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status.
6. Equal Opportunity. The respondent will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended.
7. Assignment. The services provided under the agreement may not be assigned in whole or in part without the prior written consent of the City.
8. Independent Contractors. The parties acknowledge that the relationship created under the agreement is that of independent contracting parties and the agreement does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

MEDIA UPDATES FOR MUNICIPAL BUILDING COURTROOM

Request for Proposals
City of Oak Ridge, Tennessee

Proposal Cover Sheet

Due: February 28, 2014, 10:00 a.m., local time

Submitted to:

Attn: Lyn Majeski
Accounting Division Manager
City of Oak Ridge – Finance Department
P.O. Box 1
Oak Ridge, Tennessee 37831-0001

If any additional information is needed by the respondent prior to submittal of proposal, please contact: Lyn Majeski at (865) 425-1819.

RESPONDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

PROPOSAL SUBMITTED BY:

Legal Name
of Respondent: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

Tax ID Number: _____

Signature _____

Printed Name of Signer _____

Printed Title of Signer _____