

REQUEST FOR QUALIFICATIONS TITLE	RELEASE DATE
City of Omaha Cable Television Access Corporation – Public, Education, and Government Access Cable Television Services	Wednesday, December 19, 2012
OPENING DATE AND TIME	PROCUREMENT CONTACT
Wednesday, January 16, 2013, 11:00 AM CST	Thomas Mumgaard – Deputy City Attorney

On behalf of the City of Omaha Cable Television Access Corporation, the Douglas County Purchasing Agent is issuing this Request for Qualifications for Public Access Cable Television Services.

The City has formed this nonprofit corporation to supervise and operate public, educational, and governmental access programming presented on channels 18, 22, and 109 of the Cox Communications cable television system and three channels of the CenturyLink cable television system. The corporation is exploring options to carry out the duties involved in operating the access programming system, particularly the public access programming. This Request for Qualifications (RFQ) outlines the expected services.

The Corporation has control over these three channels. Two of the three channels show educational programs produced by The Knowledge Network and the scope of services subject to this contract DO NOT include any activity associated with those programs.

One of those two channels shows government programming produced by the City of Omaha and Douglas County, Nebraska, and the scope of services subject to this contract includes only operating camera, recording, and other equipment necessary to transmit and record programs currently consisting of government meetings.

The one remaining channel operated by the Corporation shows programs produced by individuals and groups either independent of the Corporation or utilizing production facilities provided by the Corporation. The scope of services subject to this Request includes coordinating these programs, scheduling distribution, supervising production facility, providing training of persons wishing to produce programs, and other tasks as are required to receive, create, and distribute public access programs via the cable television system.

Written questions are due no later than **4:00 p.m. CST, Monday, December 31, 2012**, and should be sent to Thomas Mumgaard via email at tom.mumgaard@ci.omaha.ne.us. Questions should be plainly labeled “Questions for Cable Television Access Services”.

The response to questions or any other clarifications will be provided **solely** through addendum posted on the Douglas County Purchasing Department’s web site www.douglascountypurchasing.org by approximately **Friday, January 4, 2013**.

Contractors should submit one (1) original, four (4) copies and one (1) electronic copy (CD or Flash Drive) of their entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be received by the date and time of the proposal opening indicated above. No late proposals will be accepted. No fax proposals will be accepted. Proposals must be submitted to:

**Office of the City Clerk
1819 Farnam Street, LC 1 Civic Center
Omaha, Nebraska 68183**

2. Proposals must meet all specifications, terms and conditions of this Request for Qualifications (RFQ).
3. The proposal **MUST** be manually signed in ink and returned by the opening date and time with all requirements specified in the RFQ in order to be considered for an award.
4. Proposals must be in a sealed envelope/container and marked “City of Omaha Cable Television Access Corporation – Public, Educational, and Governmental Access Cable Television Services”.
5. A proposal may not be altered after opening. The proposal must stay in effect throughout the term of the engagement.

I. STANDARD CONDITIONS AND TERMS

SCOPE: These standard conditions and terms of the Request for Qualifications (RFQ) and acceptance apply in like force to this inquiry and to any subsequent contract resulting there from.

SPECIFICATIONS: Applicants must submit a proposal in accordance with the terms and conditions in this Request for Qualifications.

ALTERNATE TERMS AND CONDITIONS: Applicants are to submit qualifications and proposals on one or more of three options outlined in this Request. The Corporation, at its sole discretion acting through its Board of Directors, may entertain other alternative proposals, terms, or conditions which deviate from those outlined in this Request. Alternative terms and conditions will be considered only if overall contract performance would be improved but not compromised and if they are in the best interest of the Corporation. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Unless explicitly accepted by the Corporation, submitted alternative terms and conditions are deemed to be rejected.

INSURANCE: If submitting a proposal for services other than just renting a location to the Corporation, the successful Contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation for all persons employed by the Contractor at the location; (2) public liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; and naming the Corporation and the City of Omaha as additional insured.

AWARD: All purchases, leases, or contracts will be awarded according to the provisions in this Request. The Corporation reserves the right to reject any or all proposals, wholly or in part, or to award to multiple Contractors in whole or in part. The Corporation reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the Contractor's competitive position. All awards will be made in a manner deemed in the best interest of the Corporation.

PERFORMANCE AND DEFAULT: The Corporation reserves the right to require a performance bond from the successful Contractor who is to provide services other than just renting a location without expense to the Corporation. In case of default of the Contractor, the Corporation may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: Contractor shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, or disability as recognized under 42 USCS 12101 et. seq. and Omaha Municipal Code 13-89 and 13-90, political or religious opinions, affiliations or national origin.

DRUG POLICY: Contractor certifies that Contractor maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the CORPORATION.

NEW EMPLOYEE WORK ELIGIBILITY STATUS (Neb. Rev. Stat. §4-108-114): The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Douglas County. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us .
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

INTEREST OF THE CORPORATION: The Corporation will abide by the dictates of Section 8.05 of the home Rule Charter. No elected official or any officer or employee of the Corporation or the City of Omaha shall have a financial interest, direct or indirect, in any lease or contract awarded pursuant to this Request. Any violation of this section with the knowledge of the person or corporation contracting with the Corporation shall render the contract voidable by the Board of Directors.

LICENSES AND PERMITS: The respondent must have all necessary permits and licenses.

II. REQUIRED SERVICES

The selected Contractor will be responsible for assisting the Corporation and providing consultation as request by the Corporation with its public, educational, and governmental access programming in the manner outlined below. Respondents should present a proposal for one or more of these services:

1. Full video production studio. A location with sufficient size to house 2 video production sets, one editing booth, and equipment needed for public to produce cable television programs and distribute them into the two cable systems through a fiber line provided by the cable companies. Contractor will provide all equipment for production, editing, and distribution. Off-street parking must be available and a location near a bus line is preferred. The studio will be staffed by one employee of the corporation. Specify the hours of operation, which must include one weekend day and two weekday nights until at least 8:00 p.m. Specify whether live programming can be distributed from the location.
2. Video production studio available on a lump sum or time-used basis. Same as option no. 1, except the location must be staffed by the contractor during reserved hours with at least one person qualified to assist persons in creating and editing public access programs which will usually be delivered in recorded format to the Corporation for distribution but may include live distribution from the location. Users would reserve time for production and payment will be made based on the amount of use. The proposal should be submitted with either an hourly payment rate or a lump sum rate for a block of time.
3. Location for a video production and distribution facility operated by the Corporation. Lease to the Corporation a location with sufficient size to house 2 video production sets, one editing booth, and equipment needed for public to produce cable television programs and distribute them into the two cable systems through a fiber line provided by the cable companies. Corporation will provide all equipment for production, editing, and distribution and staff to operate the location. Off-street parking must be available and a location near a bus line is preferred.

III. TERM OF ENGAGEMENT

Any contract resulting from this RFQ will become effective upon selection by the Corporation Board of Directors. The successful applicant will be notified when the evaluation process is completed. The expected start date is March 1, 2013. Any lease or contract shall run for three years from the date of award.

IV. TERMINATION OF CONTRACT

This agreement may be terminated by the Corporation with thirty (30) days written notice regardless of reason. Any violation of the agreement shall constitute a breach and default of this agreement. Upon such breach, the Corporation shall have the right to immediately terminate the agreement and withhold any further payments. Termination will not relieve the Contractor of any liability to the Corporation for damages sustained by virtue of a breach.

V. SUBMITTAL REQUIREMENTS

All costs incurred in preparation of this RFQ will be wholly the responsibility of the Respondent. All copies and contents of the qualification, attachments and explanations thereto submitted in response to this RFQ, except copyrighted material, shall become the property of the Corporation regardless of the Respondent selected. Any materials submitted in response to this RFQ will not be returned. Response to this solicitation does not constitute an agreement between the Respondent and the Corporation.

Contractor must submit one (1) original, four (4) copies, and one (1) electronic copy (CD or Flash Drive) of the entire qualification proposal. The proposal must include:

1. **TITLE PAGE.** Contractors must (a) identify the subject of your proposal: Request for Qualifications –Public, Education, and Government Access Cable Television Services; (b) show the name of your responding firm, organization or individual; (c) show the local address of the office that will be performing the work; (d) show the name of the designated contact person; and (e) show the preparation date. .
2. **TABLE OF CONTENTS.** Contractor must present a clear and comprehensive identification of the contents of your proposal by section and by page number.
3. **LETTER OF TRANSMITTAL.** A brief letter of transmittal is required. Within this letter include: (a) a statement of your understanding of the work to be accomplished; (b) affirmation that upon receiving the notice of selection your firm will make a positive commitment to provide the requested services; (c) the name of the individuals who will be authorized to make representations for you, their titles, addresses, and telephone numbers; (d) affirmation that the signatory of the transmittal letter has the authority to bind you.
4. **COMPANY PROFILE.** A profile of your firm is required. Within the profile statement, at a minimum, present the following information: (a) whether your firm is local, regional, national or international; (b) the location of the office from which the selected service is to be performed and a brief narration of the number of professional staff (i.e. partners, managers, supervisors, etc.) employed at that office, if any; (c) a listing of any other similar governmental entities that are provided similar services by your firm; (d) the experience of key personnel involved with the services; (e) how the responder firm organized to assist the Corporation; (f) all compensation methods and requirements; and (g) a summary of your qualifications and qualifications of any provided personnel.

VI. EVALUATION METHOD

The Corporation Executive Committee will review the proposals submitted in response to the Request and form a non-binding consensus rating of all proposals received. A proposal will then be selected by vote of the Corporation Board of Directors. Corporation reserves the right to accept or reject any or all proposals in whole or in part.