



Contracts and Procurement Department

1526 East Forrest Avenue, Suite 400

East Point, Georgia 30344

Telephone: 404.270.7138

Fax: 404.270.7824

www.eastpointcity.org

DATE: July 31, 2017
TO: All Prospective Providers
FROM: Dena Y. Ray, Contract Specialist
RE: RFP No. 2018-1650 – Contract for Professional Station Management and Videography Services for the City of East Point

The City is soliciting sealed proposals from experienced and qualified Service Providers who are interested in entering into a Contract to operate a government channel, known as EPTV Channel 22, and the City's TV studio facility to deliver community news and information relevant to the residents of East Point.

The purpose of this Request for Proposals (RFP) is to provide interested Providers with sufficient information to enable them to submit a comprehensive proposal for the City of East Point's review. In addition, it is the City's intent to establish and set forth a systematic method for proposal presentation that will be fair and impartial to all parties concerned, and will facilitate the generation of Provider responses which can be evaluated by the City of East Point objectively, fairly and without undo bias.

Through this solicitation process, the City also desires to gain knowledge of, review, and evaluate the latest best practices and methods being employed in today's broadcast marketplace in regards to Cable Station Management and Videography Services.

The Selected Provider will be required to enter into a Contract with the City to perform specific tasks and to perform certain required services which are outlined herein. In order to fully satisfy the City, the Selected Provider must have the ability and capability and meet all of the City's expectations.

In brief, the City is soliciting sealed proposals from experienced and qualified Service Providers who will provide all of the following services:

- Assume management control of EPTV Channel 22 on the Comcast Cable Television Network which broadcasts within the City of East Point;
- Take full responsibility for the City-owned equipment now housed in the City's current TV Studio Facility

- Recommend facility improvements and provide leadership and direction for ongoing facility and equipment upgrades.

In issuing this solicitation, the City is seeking a Provider who shall be very proactive in their approach and who shall be genuinely committed to assisting the City in the development of the professionalism of City-produced media and the improvement of Channel 22's broadcast content.

The Selected Provider shall have the sole responsibility for any services provided, any and all support provided, and will be solely responsible for the performance of and the quality of the work provided by any third-parties (subcontractors) utilized by them during the term of the Contract to deliver any of the services requested by the City.

The Contract associated with this RFP shall commence upon the date of the formal execution of the Contract by the Selected Provider(s) and shall remain in effect throughout its term without any amendments in prices or terms or conditions. The initial term of this Contract shall be for the remainder of the City's Fiscal Year 2018, all of Fiscal Year 2019, and all of Fiscal Year 2020. The City's Fiscal Years are defined as follows:

- **Remainder of Fiscal Year 2018** – Fiscal Year 2018 commenced at 12:01 A.M. on Saturday, July 1, 2017 and will terminate at 12:00 A.M. midnight on Saturday, June 30, 2018.
- **Fiscal Year 2019** – shall commence at 12:01 A.M. on Sunday, July 1, 2018 and will terminate at 12:00 A.M. midnight on Sunday, June 30, 2019.
- **Fiscal Year 2020** – shall commence at 12:01 A.M. on Monday, July 1, 2019 and will terminate at 12:00 A.M. midnight on Tuesday, June 30, 2020.

This Contract will not have any Optional Contract Terms and will not automatically renew.

In the event the proper appropriations of funds for continuation of the Contract are not available in any Fiscal Year after the first (1st) Fiscal Year, the Contract shall be terminated. In such instance, the City shall, within thirty (30) calendar days following the beginning of the Fiscal Year for which proper appropriation is not available, provide the Selected Provider with a written notification that funding for the continuation of the Contract has not been appropriated by the City.

To participate in this solicitation, each Prospective Provider shall be required to provide the City with a formal Request for Proposal (RFP) response package presented and formatted in the manner stipulated herein. This response package shall contain, but shall not be limited to the following:

- A cover letter containing a statement of interest and expressing the professional experience of the Prospective Provider including their past experience of providing Professional Station Management and Videography Services for other governments and / or governmental entities.
- A list of at least three (3), but no more than six (6) professional references to support the Prospective Provider's experience in providing similar Professional

Station Management and Videography Services to other governments and / or governmental entities.

- An organizational chart identifying the key staff and team members who will be assigned to provide services to the City. Include information regarding each individual's training, past and currently held certifications or affiliations, and individual professional experience in performing services on comparable contracts within the past five (5) years.
- A listing of your organization's current and past contracts that identifies all potential staff or team members' current responsibilities in regard to those contracts and your firm's current workload, commitments, and / or obligations to other entities. You must provide a clearly stated written validation that the City's contract will be a top priority for you / your firm.
- A formalized cost proposal must be submitted for the requested services. **All cost proposals submitted to the City of East Point, Georgia, must represent and provide a full explanation of the TOTAL PRICE the City will be expected to pay for the services if you / your firm is chosen as the Selected Provider.**

This RFP is complex in nature, requires your immediate attention to generate a timely response, and will require your careful attention to the requirements in order to be in full compliance. The City's minimum requirements for this Project and the City's expectations are detailed herein.

Completed, notarized **E-Verify Affidavits** for the Provider, their proposed Subcontractors (if any) and proposed Sub-subcontractors (if any) must be submitted with your RFP response in order to participate in this solicitation.

The Provider recommended by the Requesting Department for Contract award shall also be required to submit a complete, notarized **S.A.V.E. Affidavit** prior to receiving official and formal Contract award from the City.

Any and all goods, and / or Work, and / or Services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with any and all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s).

Sealed proposals shall be received on behalf of the City until **3:00 P.M. on Friday, September 1, 2017**, in the Contracts and Procurement Office, Suite 400, 1526 East Forrest Avenue, East Point, Georgia 30344.

******* END OF INVITATION TO PARTICIPATE *******

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RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

NOTICE

From the date of issue to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through **Dena Y. Ray, Contract Specialist**, in the **Contracts and Procurement Department, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344**, email: dray@eastpointcity.org. If it is deemed necessary for contact to be made with other parties within the City, the Contracts and Procurement Department shall make that determination, and arrangements for that contact to take place shall be made. **Providers who attempt to make direct contact with other City personnel, or elected, or appointed City officials to inquire about or discuss this solicitation before this solicitation has been officially awarded by the City Council will be immediately disqualified from participation and consideration for award.**

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

1.0 EXAMINATION OF RFP DOCUMENTATION

1.1 Prospective Providers must carefully review the Request for Proposal (RFP) documents and shall promptly notify the City of East Point's Contracts and Procurement Department, in writing, of any and all ambiguities, inconsistencies, unduly restrictive specifications, or errors that may be discovered upon examination of the documents. The City's Contracts and Procurement Department may be contacted via email through **Dena Y. Ray, Contract Specialist**, at dray@eastpointcity.org or via fax at 404.270.7824. All correspondence must reference the applicable solicitation number and / or title and be as specific as possible in describing the page number, location, and manner of the suspected ambiguity, inconsistency, restrictive specification, or error. If communication with the City is achieved via facsimile, please include a cover sheet to ensure proper receipt of correspondence by the correct individual in the Contracts and Procurement Department.

2.0 CONTRACT TERM

2.1 The Contract associated with this RFP shall commence upon the date of the formal execution of the Contract by the Selected Provider(s) and shall remain in effect throughout its term without an amendment in prices or terms or conditions. The initial term of this Contract shall be for the remainder of the City's Fiscal Year 2018, all of Fiscal Year 2019, and all of Fiscal Year 2020. The City's Fiscal Years are defined as follows:

- **Remainder of Fiscal Year 2018** – Fiscal Year 2018 commenced at 12:01 A.M. on Saturday, July 1, 2017 and will terminate at 12:00 A.M. midnight on Saturday, June 30, 2018.
- **Fiscal Year 2019** – shall commence at 12:01 A.M. on Sunday, July 1, 2018 and will terminate at 12:00 A.M. midnight on Sunday, June 30, 2019.
- **Fiscal Year 2020** – shall commence at 12:01 A.M. on Monday, July 1, 2019 and will terminate at 12:00 A.M. midnight on Tuesday, June 30, 2020.

2.2 This Contract will not have any Optional Contract Terms and will not automatically renew under any circumstances.

2.3 In the event the proper appropriations of funds for continuation of the Contract are not available in any Fiscal Year after the first (1st) Fiscal Year, the Contract shall be terminated. In such instance, the City shall, within thirty (30) calendar days following the beginning of the Fiscal Year for which proper appropriation is not available, provide the Selected Provider with a written notification that funding for the continuation of the Contract has not been appropriated by the City.

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

3.0 E-VERIFY AFFIDAVITS / S.A.V.E. AFFIDAVITS

3.1 E-Verify Affidavits - This solicitation is subject to the **Georgia Security and Immigration Compliance Act**. Pursuant to the **Georgia Security and Immigration Compliance Act of 2006**, as amended by **2011 House Bill 67**, Prospective Providers are hereby notified that all solicitations for services or work that are to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider's registration, the registration of their proposed Subcontractor(s) and the registration of their proposed Sub-subcontractor(s) with the **E-Verify Program**, as well as attestation to each party's continuing and future participation in the **E-Verify Program** as established by the **United States Department of Homeland Security**.

3.1.1 In order to ensure complete compliance with the new laws / regulations, the City has made a determination to require proof of participation in the **E-Verify Program** from all Prospective Providers, all of a Provider's proposed Subcontractor(s) and all of a Provider's proposed Sub-subcontractor(s) at the time the Prospective Provider's solicitation response is submitted to the City. **Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response and shall be included in the Provider's response proposal submittal package. Providers who are unable to provide such documentation when requested to do so will be eliminated from participation in award consideration.**

3.1.2 The forms are to be submitted to the City and placed within the Prospective Provider's response proposal submittal package as instructed in **Part II** of this solicitation. Prospective Providers must attest to compliance with the requirements of **O.C.G.A. §13-10-91** and the **Georgia Department of Labor Rule 300-10-01-.02** by executing the **Contractor's Affidavit**. **Under Georgia law, the City of East Point cannot provide award consideration to any Prospective Provider who cannot provide a completed E-Verify Affidavit.**

3.1.3 Solicitation responses that are received without the inclusion of such documentation in the response proposal submittal package may be considered "non-compliant" and / or "non-responsive" and may be eliminated from Contract award by the City.

3.1.4 An **E-Verify Contractor's (Prime Offeror's) Form**, an **E-Verify Subcontractor's Form** and an **E-Verify Sub-subcontractor's Form** have been

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

included on the City's web site for your convenience.

3.2 S.A.V.E. Affidavit - The City of East Point is required to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, **O.C.G.A. § 50-36-1**, by Federal statute, **8 U.S.C. §1611** and **8 U.S.C. §1621**, and by the **Office of the Attorney General**. Pursuant to these definitions, the Contract awarded by the City of East Point is considered "Public Benefits." Beginning on January 1st, 2012, any person or persons awarded a Public Benefit must show a secure and verifiable document, and complete the **S.A.V.E. Affidavit**.

3.2.1 Documents which are considered "secure", "verifiable" and therefore "acceptable" have been identified by the **Office of the Attorney General**. A list of those documents may be obtained directly from the State of Georgia (<http://law.ga.gov/immigration-reports>) or the Federal Government.

3.2.2 The Selected Provider(s) shall be required to execute the **S.A.V.E. Affidavit** verifying their status and show a secure and verifiable document prior to the final award of any Contract by the City.

3.2.3 A S.A.V.E. Form has been included on the City's web site for your convenience.

4.0 MINIMUM PROVIDER QUALIFICATIONS / REQUIREMENTS

4.1 Because of the importance of reliable and expedient support for the services provided by the Selected Provider, it is preferred that the Service Provider be located in the United States, preferably in the Eastern half of the nation, and as adjacent to Georgia and the City of East Point area as is possible.

4.2 The Selected Provider must be able to demonstrate and validate a record of reliability, fiscal responsibility, and a minimum of eight (8) years' worth of verifiable experience in providing services of a similar nature to the services requested by the City to other municipalities or government entities and / or agencies and / or institutions. In addition, the Prospective Provider must be able to provide proof of financial stability and known business integrity.

4.3 The Selected Provider must be able to provide the names and contact information for a minimum of three (3) and no more than six (6) government entities and / or agencies and / or institutions, preferably in the local area, that can serve as references. These references must be able to verify that the Selected Provider has responded professionally and in a timely manner to all requests, delivered the services anticipated when requested, on time, and without exceeding established budgetary limitations.

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

4.4 The Selected Provider must not be restricted or prohibited in the State of Georgia by law, regulation, licensing, or certification requirements from providing the services requested herein to the City of East Point.

4.5 The Selected Provider must not have defaulted on any contract within the last five (5) years, or have been found liable in any lawsuit and / or legal claim that would indicate the Provider's inability to safely, professionally, and adequately provide the services requested herein.

4.6 The Selected Provider must be able to provide videography services, Public Service Announcement production, and other government communications at, or above, acceptable industry standards in regards to content and the quality of the pre-production and post-production work.

4.7 The Selected Provider must be able to provide to the City whatever assurances and proof are necessary to clearly confirm and support their organization's abilities and capabilities to efficiently and effectively manage EPTV Station Channel 22 and to produce and provide broadcast materials relevant for East Point residents.

4.8 The Selected Provider must ensure that East Point TV's programming and operations meet or exceed the current established broadcast industry standards for the production and dissemination of broadcast materials. In addition, current established broadcast industry standards for ethical, professional, and technical conduct must be met or exceeded at all times.

4.9 The Selected Provider must possess comprehensive knowledge of the Federal Communications Commission (FCC) rules, regulations, and laws pertaining to television licensees (e.g. cable stations), and the various rules and regulations relating to cable station programming and cable station operations.

4.10 In order to provide complete satisfaction to the City, a Provider must possess the capabilities, expertise, and service commitments necessary to excel in providing all of the services stipulated herein.

4.11 To participate in this solicitation, each Prospective Provider shall be required to provide the City with a formal Request for Proposal (RFP) response package presented and formatted in the manner stipulated herein.

4.12 The Selected Provider must ensure the services they propose in their response submittal represents the highest service quality and professionalism, and employs media and broadcast methods that fully comply with, or exceed, the most recently established broadcast industry standards.

4.13 The Selected Provider shall act as an **Independent Contractor** and under no circumstances shall be considered as an employee of the City of East Point, Georgia. This is NOT

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

a full-time City of East Point staff position, and must not be confused with an employee position. The party / parties awarded the Contract will not be considered East Point employees, nor shall they be eligible for benefits or any other concessions or incentives normally or routinely provided to employees by the City.

4.14 This Contract requires the performance of tasks outside of the usual 8:00 A.M. to 5:00 P.M. timeframe as a majority of the meetings and events that must be videotaped occur during evening hours, usually on a weekday, with occasional events scheduled on the weekends. Overtime or after hours compensation will not be paid or reimbursed by the City of East Point neither to the Selected Provider nor to any of their staff members assigned to perform tasks under this Contract.

4.15 Once a Contract is entered into or a Purchase Order is issued by the City for the services listed herein, the services stipulated and the pricing quoted in the Provider's submittal package shall be the pricing invoiced and the services rendered by the Selected Provider to the City. **NO ALTERNATES, NO EXCEPTIONS, NO DEVIATIONS.**

4.16 Any physical item(s) furnished under this solicitation **MUST be in a new and unused condition**, and **MUST meet the City's specifications, unless otherwise noted in the solicitation response package**. No remanufactured item(s), used item(s), returned item(s), refurbished item(s), demonstrator(s), loaner(s), or prototype(s) shall be accepted by the City as part of this solicitation. The Prospective Provider's product(s) must incorporate the best practices known for design integrity, quality of materials and quality of workmanship. The item(s) furnished must meet or exceed any and all Federal, State and local standards applicable to such items, and shall not violate any Federal, State or local laws governing such items.

4.17 The Selected Provider and the members of their staff / team and / or any subcontractors' staffing (if any) must have reliable and immediate access to any and all supplies and / or materials that may be necessary to safely, competently and professionally deliver the services stipulated herein to the City in full compliance with any and all applicable local, State or Federal regulations and / or laws.

5.0 SERVICE(S) / WORK TO BE PROVIDED

5.1 The services proposed by Prospective Providers must meet or exceed the City's minimum requirements as stated herein. **Any and all deviations and / or exclusions and / or additions in the Provider's services must be listed and explained in detail in the Prospective Provider's solicitation response.**

5.2 The Selected Provider must ensure the services they propose in their proposal response represents the highest service quality and professionalism, and employs media and broadcasting

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

methods that fully comply with, or exceed, the most recently established broadcast industry standards.

5.3 The services shall not be considered accepted, and payment shall not be made by the City of East Point until the following documentation has been received by the City of East Point:

5.3.1 A properly completed invoice for the services actually rendered to the City has been prepared and issued to the City. **Please note:** The City will not pay for services that have not been requested and / or accepted by the City as part of the original proposal. The City shall not pay nor reimburse **separate** delivery charges and / or shipping costs and / or handling fees and / or taxes of any type to the Selected Provider.

5.3.2 Any and all deliverables required as part of the services such as instruction manuals, audio / visual content and materials, pre-production and post-production content and materials, etc., **must** be provided to the City in the form of both a "hard copy" format and on CD's in a pdf file format for future reference.

6.0 PRE-PROPOSAL CONFERENCE

6.1 A Pre-Proposal Conference for this solicitation has not been scheduled by the City and the City does not anticipate conducting one. The City has made a determination that a Pre-Proposal Conference is not required in order for a Prospective Provider to submit a valid, knowledgeable response.

6.2 If it is felt necessary, Prospective Providers are welcomed to visit the City at their leisure and on their own time; however, tours of buildings, and / or meetings and / or discussions with City personnel and / or elected or appointed officials shall not be scheduled and shall not take place and, therefore, must not be anticipated by any Prospective Service Provider.

7.0 INQUIRIES, CLARIFICATIONS, AND REQUESTS

7.1 From the date of issue to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact through **Dena Y. Ray, Contract Specialist**, in the Contracts and Procurement Department, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: dray@eastpointcity.org. If it is deemed necessary for contact to be made with other parties within the City, the Contracts and Procurement Department shall make arrangements for that contact to take place. **Providers who attempt to make direct contact with other City personnel, or elected, or appointed City officials to inquire about or discuss this solicitation before this solicitation has been officially awarded by the City Council will be immediately disqualified from participation and**

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

consideration for award.

7.2 Requests for additional information, specific RFI's, amendment of the solicitation specifications or requirements, or for an extension of the RFP Due Date **must be submitted in writing** to **Ms. Dena Y. Ray, Contract Specialist, Contracts and Procurement Department, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, or via email at dray@eastpointcity.org**. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "**Inquiry Enclosed**" to differentiate such parcels from those containing final RFP submittals. **The deadline for receipt of any and all such inquiries is twelve o'clock noon (12:00 P.M.) on Monday, August 14, 2017.** (Please note: this is NOT the RFP Due Date.) Electronically submitted (faxed and / or emailed) requests for changes and / or time extensions shall be given consideration if they are concise, clearly worded and submitted to the City in a timely manner. If communication with the City is achieved via facsimile, please include a cover sheet to ensure receipt of correspondence by the Contracts and Procurement Department.

7.3 Any written inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Provider, the solicitation process or the award of the Contract and are received by the City in a timely manner shall be answered in numbered addenda issued by the City of East Point, Georgia. **The City of East Point, its employees and / or elected officials and / or representatives will not respond to verbal inquiries. In addition, the City of East Point reserves the right to not respond to written inquiries that are received after the established inquiry deadline, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature and / or to limit the number of inquiries from any or all Prospective Providers if such inquiries appear, in the City's opinion, to be designed to impede or disrupt the solicitation process.**

7.4 The City may post addendums to the Public on the City's website no later than **seventy-two (72)** hours prior to the established or amended RFP Due Date. For this reason, haste in submitting your response to the City is not encouraged. **For this solicitation, the City anticipates posting public addenda on the City's website no later than Close of Business (5:00 P.M.) on Friday, August 18, 2017.**

8.0 VERBAL COMMUNICATION

8.1 From the date of issuance to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through the **Contracts and Procurement Department, 1526 East Forrest Avenue, Suite 400, East**

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

Point, Georgia 30344, email: dray@eastpointcity.org. If it is deemed necessary for contact to be made with another party within the City, the Contracts and Procurement Department shall make arrangements for that contact to take place. **Providers who attempt to make direct contact with other City personnel, or elected, or appointed City officials to inquire about or discuss this solicitation before this solicitation has been officially awarded by the City Council will be immediately disqualified from participation and consideration for award.**

8.2 The City, its agents, representatives and / or employees shall not be responsible for any information given by way of verbal communication at any time, or under any circumstances. **Valid interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum ONLY.** Interpretations, corrections, additions or deletions of the content of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

8.3 Any written inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Provider, the solicitation process or the award of the Contract and are received by the City in a timely manner shall be answered in numbered addenda issued by the City of East Point, Georgia. The City of East Point reserves the right to not respond to verbal inquiries. In addition the City of East Point reserves the right to not respond to written inquiries that are received after the established inquiry deadline, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature and / or to limit the number of inquiries from any or all Prospective Providers if such inquiries appear, in the City's opinion, to be designed to impede or disrupt the solicitation process.

9.0 ALL-INCLUSIVE PRICING

9.1 Unless **otherwise stipulated herein**, the Cost Proposal provided by the Prospective Provider must be all-inclusive, and is to include the total prices to be paid by the City of East Point for the item(s) and / or service(s) specified herein. The Selected Provider shall be solely responsible for any and all of the costs associated with obtaining and maintaining licenses, certificates, certifications, fees, permits, bonds, and / or insurance required in order to manufacture / distribute / provide / install / integrate the items and / or services and / or perform the work specified herein, and any and all of the costs associated with labor, personnel, supervision and / or administration necessary to manufacture / distribute / provide / install / integrate the items and / or services and / or perform the work specified herein; and any and all of the costs associated with lodging, meals, per diem charges, honorariums and / or incidental

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

expenditures incurred by the required and / or requested personnel necessary to manufacture / distribute / provide / install / integrate the items and / or services and / or perform the work specified herein; any and all of the costs associated with shipping, transportation, delivery and / or mailing charges incurred in order to manufacture / distribute / provide / install / integrate the items and / or services and / or perform the work specified herein; and any and all of the costs associated with any and all machinery, equipment, tools, materials, goods and / or supplies necessary to manufacture / distribute / provide / install / integrate the items and / or services and / or perform the work specified herein; and any and all of the costs associated with advertising, customer service and / or customer support necessary to manufacture / distribute / provide the items and / or services and / or perform the work specified herein in an efficient, lawful and professional manner of the highest standards incorporating the best practices in the Provider's industry.

9.2 All price proposals submitted to the City must be F.O.B. East Point, Georgia and must exclude printing, mailing, shipping, or delivery costs, freight or transportation charges, and taxes of any type.

10.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE

10.1 Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. **Responses submitted using forms or formats not included herein shall be considered "non-conforming" and "non-responsive" in nature and may be disqualified from award competition.**

10.2 PLEASE NOTE: A valid solicitation response shall consist of one (1) signed, unbound original that is conspicuously marked "ORIGINAL" and six (6) permanently bound photocopies that are identical to the original and conspicuously marked "COPY". Failure to submit the RFP response in the manner specified herein or failure to enclose identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

10.3 The response must be placed in a sealed, opaque envelope/package and clearly marked as follows on the outside:

"RFP No. 2018-1650
Professional Station Management and Videography Services
RFP Due Date: 3:00 P.M., Friday, September 1, 2017"

10.4 The outside of the envelope / package must contain the **name, address and a valid contact telephone number** for the Prospective Provider. All such markings must be affixed in

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

a legible and indelible manner. If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated "**RFP Response Enclosed**" on the outside to differentiate these parcels from those containing questions or inquiries.

10.5 All solicitation responses must be addressed / delivered to the following:

Dena Y. Ray, Contract Specialist
Contract and Procurement Division
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344
Telephone: 404.270.7138

10.6 This is a sealed Request for Proposals (RFP) solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall not be given award consideration. Any and all responses received in such a manner shall be destroyed in an unread condition by the City upon receipt. Quotations received for the services stated herein that are not supported by a formal prepared response package as stipulated herein shall not be accepted nor given award consideration by the City. Any such responses shall be destroyed, in an unread condition upon receipt.

11.0 TIMELY RECEIPT OF PROPOSALS AND DELIVERY RESPONSIBILITY

11.1 Time is of the essence; therefore, sealed solicitation responses must be received by the City **no later than 3:00 P.M., Friday, September 1, 2017, hereafter referred to as the RFP Due Date or the Solicitation Due Date or the Proposal Due Date.**

11.2 Each Prospective Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to nor delivered to another person, department or location within the City. Solicitation responses delivered to the Contracts and Procurement Department after the time and / or date specified herein shall not be opened nor given award consideration and shall be destroyed, in an unopened, unread condition by the City.

12.0 ADDENDA

12.1 Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum **ONLY**. Interpretations, corrections, additions or deletions

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Providers are very strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

12.2 If required, addenda shall be issued to all Prospective Providers who are on record as having received the solicitation documents. Distribution of public addenda shall be accomplished in the same manner as the distribution of the solicitation documents, and shall also be made available, free of charge, to all Prospective Providers on the City's web site located at <http://www.eastpointcity.org>.

12.3 Before submitting a solicitation response, Prospective Providers must ascertain that all addenda issued by the City have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Provider to assure they have received any and all addenda, and the City shall not be held responsible for any oversight and / or omission on the part of the Prospective Provider.

12.4 Prospective Providers are discouraged from contacting the City for information regarding the schedule for the issuance of numbered addenda, addenda content, addenda requirements, or whether or not addenda will be issued by the City, etc. **The City shall not be able to entertain any such inquiries (submitted verbally or otherwise) or to provide any additional information of any type after the deadline for inquiries has expired.** All numbered public addenda, in their entirety, shall be made available, free of charge, to all Prospective Providers on the City's web site located at <http://www.eastpointcity.org>.

12.5 The City may post addendums to the Public no later than **seventy-two (72) hours** prior to the established or amended RFP Due Date. For this reason, haste in submitting your response to the City is not encouraged. **For this solicitation, the City anticipates posting public addenda on the City's website no later than Close of Business (5:00 P.M.) on Friday, August 18, 2017.**

12.6 Responses that are prepared and submitted by Prospective Providers without benefit of the data and / or information contained in any and all issued addenda shall be considered "non-conforming" and / or "non-compliant" and / or "non-responsive" in nature and may not be given award consideration by the City.

13.0 VALIDITY OF RESPONSES

13.1 All RFP responses submitted must be **valid for a minimum of one hundred and eighty (180) calendar days from the RFP Due Date.** All responses shall be irrevocable for this

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

period of time, until the City officially awards this solicitation, enters into a Contract for the goods / work / services, issues a Purchase Order for the goods / work / services, officially rejects your company's response or rejects all responses, or officially cancels this solicitation, whichever shall first occur. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference **Section 15.0** for further details regarding the circumstances.

13.2 If the solicitation involves or is based upon a Contract for Services, the Provider's terms, the deliverables and the submitted price(s) must be valid, at a minimum, for the entire initial term of the Contract, unless otherwise stated herein.

14.0 WITHDRAWAL, MODIFICATION, AND CANCELLATION OF RESPONSES

14.1 By submitting a response to this solicitation, the Prospective Provider agrees to and attests to the understanding that a sealed response cannot be modified, withdrawn nor cancelled by the Prospective Provider after the time and date designated for receipt of responses has passed. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference **Section 15.0** for further details regarding the circumstances.

14.2 Before the time and date designated for receipt of responses has passed, responses submitted early may be withdrawn or cancelled by the Prospective Provider by providing notice to the Contracts and Procurement Department. Such notice shall be in writing over the signature of the Prospective Provider, or as otherwise determined satisfactory by the Contracts and Procurement Department. The requesting Prospective Provider may designate that the withdrawn or cancelled response be destroyed in an unopened condition by the Contracts and Procurement Department, or returned, unopened, to the Prospective Provider. If the Prospective Provider designates to have the response returned, unopened, the Prospective Provider must arrange to pick up the unopened solicitation response. Under no circumstances shall withdrawn or cancelled responses be returned to the Prospective Provider at the City's effort or expense.

14.3 Sealed responses that are withdrawn or cancelled shall not be opened on City property or in the presence of competing Prospective Providers, nor shall the contents of withdrawn or cancelled responses be discussed with competing Prospective Providers. **Violation of this condition shall result in the immediate disqualification of all Prospective Providers who participate in such actions. Based upon the severity of the offense, the City may make a determination to bar the offending Providers not only from this solicitation but also from participation in future solicitations for a period of time to be determined and specified by the City.**

14.4 Withdrawn or cancelled responses may be resubmitted, with or without modification, by a

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

Prospective Provider up until the time and date designated as the RFP Due Date.

15.0 CORRECTION OF CLERICAL OR UNINTENTIONAL ERRORS

15.1 After the opening of the solicitation, mistakes or errors that are discovered by the City, Participating Providers or other interested parties may be corrected or a withdrawal of the solicitation response may be allowed in accordance with the provisions set forth in this section.

15.2 Any obvious clerical mistakes, included but not limited to an error in the calculation of a price extension or percentage, the placement of a decimal point, the unintentional reversal of prices or percentages, incorrect Freight on Board (FOB) destination, or incorrect Freight on Board (FOB) point of originality may be corrected by the City in the Prospective Provider's original solicitation response after written verification that a clerical mistake did occur is received by the City from the Prospective Provider.

15.3 Corrections of other errors may be allowed following a written determination by the City that the following conditions have been adequately met:

- Evidence of the mistake and the correct solicitation response intended is clear and convincing on the face of the response; and
- The solicitation response **both as received and as actually intended** is the lowest priced response received.

15.4 If, in the City's opinion, there is a significant and obvious disparity between the price of the lowest priced Provider and all of the other Prospective Providers, the lowest priced Provider may be permitted to withdraw their submittal without prejudice upon submission of written evidence and testimony that a non-intentional error did occur in the preparation of the solicitation response. Under these circumstances, the award of the Contract shall go to the next lowest priced, responsive, responsible Provider.

15.5 If there is no clear and convincing evidence that a mistake or error has occurred, the Prospective Provider shall not be permitted to correct the error or to withdraw their solicitation response regardless of the perceived hardship; and upon failure to enter into a legally-binding contract with the City, such a Prospective Provider shall forfeit their bid security and / or be barred from participating in future solicitations conducted by the City.

16.0 NON-REIMBURSEMENT OF EXPENSES

16.1 The City shall not be held liable or responsible for the reimbursement or payment of any cost(s) incurred by Prospective Providers in the preparation or provision of responses to this solicitation or any other solicitation issued by the City of East Point, Georgia, regardless of reason.

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

17.0 LOCAL VENDOR PREFERENCE

17.1 Policy: The City has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the City. As a purchaser of goods and services, the City will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by its activities. It is in the interest of the City and its residents to give preference on eligible local projects to those eligible Prospective Providers who have direct physical and economic relationships with the City.

17.2 Definition: A "Local Vendor" or "Local Business" means any corporation, partnership, sole proprietorship, franchise, or other business form which:

17.2.1 Has its headquarters, distribution point, retail location, locally-owned franchise, or place of business within the territorial limits of the City, where work and business is and has been regularly conducted for at least six (6) months immediately prior to the issuance of the request for competitive proposals by the City; and

17.2.2 Holds all business or professional licenses required by State law, county ordinance, and City ordinance at the location within the City for at least six (6) months immediately prior to the issuance of the request for competitive proposals by the City.

17.3 Application of Local Preference to Specific Procurement Activity: In an effort to nurture small and large businesses, create jobs, boost local economic activity, and tax revenues, the City will grant **the lesser** of a five percent (5%) or five (5) point local preference to all otherwise responsive and responsible vendors who have an actual physical presence and direct economic relationship within the City. This provision is applicable only to the City's acquisition of materials, equipment, or services through the Request for Proposals (RFP) or Request for Qualifications (RFQ) processes as defined in the City's Municipal Code.

17.4 Method of Granting Local Preference:

17.4.1 Each corporation, partnership, sole proprietorship, franchise, or other business form seeking Local Preference Points under this section shall certify under oath that it is eligible to receive the Local Preference Points as set forth above as a part of the submission of its proposal or bid to the City and, in the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable Contract by the Director of Contracts and Procurement.

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

17.4.2 Any local vendor who has been determined by the Director of Contracts and Procurement to be otherwise responsive and responsible, which also provides proof of its local status under oath will receive **the lesser** of a five percent (5%) or five (5) point preference added onto its final total evaluation score.

17.5 Local preference shall **not** apply to any of the following:

17.5.1 Procurement methods other than a Request for Proposals (RFP) or Request for Qualifications (RFQ) process as provided in the City's Municipal Code; or

17.5.2 Procurements for which State or Federal law, Federal Grant provisions, or other funding sources prohibit granting a Local Vendor Preference; or

17.5.3 Goods and services provided under Cooperative Purchasing Agreements or Piggyback Contracts; or

17.5.4 Emergency, and Single Source, and Sole Source Procurements."

18.0 PUBLIC OPENING AND DISCLOSURE

18.1 Properly identified responses received on time shall be publicly opened and the Prospective Providers' names read aloud in public. An **RFP Responder's Listing** shall be prepared by the Contracts and Procurement Department and made available via email to Prospective Providers and others who submit an emailed request for the information **after** the RFP Due Date. Contents of submitted responses may not be examined by or divulged to competing Prospective Providers, other interested parties, or the general public until **after** a Provider has been selected by the City and a legally binding Contract has been negotiated and entered into or a Purchase Order for the goods / work and / or service(s) has been issued by the City.

18.2 After the Solicitation Due Date, any and all responses, other than portions thereof subject to patent or copyright protection, shall become the property of the City of East Point and shall not be returned, and the City reserves the right to utilize any and all such information contained in the responses without further notification to the Provider and without any cost to the City.

18.3 After the Solicitation Due Date, any and all responses and supportive / accompanying materials shall become the property of the City of East Point, Georgia, unless submitted as proprietary material and **so marked as such by the submitting party in a clear and unmistakable manner. Proposals that contain a majority of material marked as proprietary shall not be accepted by the City nor given award considered.**

18.4 All responses shall be handled in a confidential nature, but submitted materials may be

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

subject to disclosure under various Freedom of Information and Public Disclosure acts. Review of responses shall be made available to competing Prospective Providers, other interested parties, and the general public after a Selected Provider has been chosen by the City and a legally binding contract has been negotiated and entered into and / or a Purchase Order for the goods, work or services has been issued and accepted. All such requests shall be handled pursuant to the terms and conditions of applicable Federal and State Freedom of Information Acts and the City's Municipal Code. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

18.5 Inquiries regarding previously existing contracts, solicitations previously issued to the Public, current or active City contracts and / or current Purchase Order procurements or other Open Records Requests should be directed to the City Clerk's Office by telephoning 404.270.7100. Due to City policy, these inquiries cannot be addressed directly by the City's Contracts and Procurement Department.

19.0 RESERVATION OF RIGHTS

19.1 This solicitation constitutes an invitation to submit prepared proposals for consideration to the City of East Point, Georgia. Without limitation or penalty, the City of East Point, Georgia, reserves and holds at its sole discretion, the reservation of any and all rights contained herein.

19.2 By responding to this solicitation, the Prospective Provider acknowledges and consents to the terms and conditions set forth herein.

20.0 RIGHT TO AMEND SOLICITATION

20.1 The City reserves the right, without prior notice of any kind, to supplement, amend, or otherwise modify this solicitation in any manner that is deemed in the best interest of the City.

20.2 The City reserves the right to change and / or alter the schedule for any events associated with this solicitation and / or any dates contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the City. Such notification shall be in compliance with the City's Municipal Code and any applicable Federal or State laws and / or regulations regarding the issuance of such amendments to the Public.

20.3 The City reserves the right to add to and / or delete from the Scope of Work and / or Scope of Service(s) and / or Line Item(s) and / or requirement(s) and / or specification(s) set forth and contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the City. Such notification shall be in compliance with the City's Municipal Code and any applicable Federal or State laws and / or regulations regarding the issuance of such amendments to the Public.

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

20.4 A Prospective Provider by submitting a response to this solicitation agrees to be bound by any modifications made by the City.

21.0 RIGHT TO WAIVE TECHNICALITIES / INFORMALITIES

21.1 The City reserves the right to waive any and all technicalities and / or minor informalities contained in the solicitation that it deems are not in the best interest of the City.

21.2 The City reserves the right to waive any and all technicalities, minor informalities and / or irregularities contained in the prepared responses to this solicitation.

22.0 RIGHT TO REQUEST ADDITIONAL INFORMATION / PRESENTATIONS

22.1 The City reserves the right to request Prospective Providers to submit additional information and / or to send representatives for interviews and / or presentations.

23.0 RIGHT TO CONDUCT INVESTIGATIONS AND / OR VISITATIONS

23.1 The City reserves the right to conduct investigations of the Prospective Providers and their responses to this solicitation, including the verification of any and all references or documentation provided therein, and to request additional evidence to support the information included in any such response.

23.2 The City, including its representatives and consultants, reserve the right to visit and / or examine any and all of the facilities referenced in any response and to observe and / or investigate the operations of any such facilities.

24.0 RIGHT TO ENTER INTO NEGOTIATIONS

24.1 To the extent deemed appropriate by the City, **and to the extent allowable in the City's Municipal Code**, the City may select and enter into discussions and negotiations with Prospective Providers who have submitted responses which are found to be reasonably susceptible for award.

24.2 The City reserves the right to discontinue negotiations with any selected Prospective Provider at any time, with or without providing notice, with or without stating cause.

25.0 RIGHT TO REJECT RESPONSES / PROVIDERS

25.1 The City reserves the right to accept or reject any or all responses, or any portions or components thereof, or to eliminate any or all Prospective Providers responding to this solicitation from further consideration for this procurement, and to duly notify any and all such Prospective

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

Providers of the City's determination in the manner the City's deems the most convenient. Such notification shall be in compliance with the City's Municipal Code and any applicable Federal or State laws and / or regulations regarding the issuance of such notice to Prospective Providers.

25.2 The City reserves the right to reject any Prospective Provider responses that are submitted by the Prospective Provider using a form and / or format other than the form and / or format stipulated herein and / or provided in the solicitation package, or a response that is in any way or manner incomplete, illegible, irregular or non-conforming in nature.

26.0 RIGHT TO ELIMINATE NON-RESPONSIVE PROVIDERS

26.1 The City reserves the right to eliminate from consideration any or all Prospective Providers who submit an incomplete and / or inadequate response or who are not responsive to any and / or all of the requirements of this solicitation.

27.0 RIGHT TO CANCEL SOLICITATION

27.1 This solicitation does not obligate the City to select, procure and / or contract for any goods and / or services whatsoever.

27.2 The City reserves the right to cancel this solicitation, with or without the substitution of another solicitation, and, if so desired, to terminate this procurement in its entirety at any time. Cancellation of this solicitation may occur with or without cause and with or without prior notification. Cancellation of this solicitation, with or without substitution, shall not result in the City's liability to any Prospective Provider for any reason whatsoever.

28.0 CONTRACT AWARD

28.1 It is the intent of the City to award a Contract to the Provider deemed to represent the Best Over-All Value to the City and who can professionally provide the product(s) and / or perform the services and / or work specified herein, provided the response submitted by the Selected Provider is both responsive and responsible, and the Selected Provider has submitted their response in accordance with the requirements and / or other criteria stipulated in the solicitation package. Only after consideration of any and all determining factors shall the best overall-valued, responsive, and responsible Provider be determined. At its discretion, the City may award a Contract to one (1) or more than one (1) Provider(s), as is deemed in the best interest of the City.

28.2 The City may request or require additional information from and / or a meeting with Prospective Providers before making a final determination of award. Any Prospective Provider

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

who refuses to and / or fails to provide such requested information and / or to meet with the City within the time period stipulated by the City shall be eliminated from further award consideration. The expenses incurred in responding to the City's request(s) shall be borne solely by the Prospective Provider and shall not be refunded and / or reimbursed by the City in any amount or in any form.

28.3 Prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) shall be required to enter into a legally binding written **Agreement** or **Contract** with the City of East Point, Georgia, based upon the requirements, terms and / or conditions contained herein and / or stipulated by the City. In addition, prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) must submit proof to the City of any and all required insurance, licenses, certifications, permits, bonds, affidavits, etc. necessary and / or stipulated herein.

29.0 VENDOR / PROVIDER PROTESTS

29.1 Any actual or Prospective Provider, Bidder, Offer, Contractor, or Subcontractor who is aggrieved in connection with the prequalification, solicitation, or award of a Contract shall protest to the Contract Specialist, via email at dray@astpointcity.org or via fax at **404.270.7824**. A protest with respect to this Request for Proposals (RFP) must be submitted to the Contracts and Procurement Department in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but under no circumstances after five (5) calendar days of notification of award of the contract. The City's Municipal Code shall govern all such matters. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

30.0 SILENCE OF REQUIREMENTS / SCOPE OF SERVICES / SCOPE OF WORK

30.1 The apparent silence of the City's stated requirements and / or the City's **Scope of Services** and / or the City's **Scope of Work** contained herein and any supplemental materials concerning any point or detail of a requirement and / or service to be provided and / or work to be performed shall be regarded as meaning that only the best and highest quality of the usual and customary professional practices are to prevail. Only services and / or work of the highest standards of professionalism and are of the correct type are to be provided by the Selected Provider in the performance of the services and / or work and / or the delivery of the deliverables associated with this solicitation.

30.2 All interpretations of the City's stated requirements and / or the **Scope of Services** and / or the **Scope of Work** contained herein shall be made upon the basis of this section, with the

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

City's interpretation to prevail.

31.0 INSURANCE REQUIREMENTS

31.1 The Selected Provider shall maintain general liability, automobile bodily injury liability and professional liability insurance, issued by not less than an "A" insurance carrier, as determined by the rating firm A.M. Best, who is licensed to issue such coverage in the State of Georgia, in the amount of not less than one million dollars (\$1,000,000.00) per person, per occurrence, insuring the Selected Provider and its employees, representatives and agents against liability for negligent, willful or otherwise tortuous acts of omissions by the Selective Provider, its agents, representatives or employees in connection with the Selected Provider's provision of work and / or service(s) and obligations contemplated by this solicitation. That policy of insurance shall list the City of East Point, Georgia, and its employees, appointed officials, contractors or other designees, as additional insured, (with the exception of Workers' Compensation and Professional Liability Insurance which shall be exempt from this requirement) and the Selected Provider shall provide to East Point's Contracts and Procurement Office a **Certificate of Insurance** reflecting such coverage prior to the commencement of work and / or services contemplated in this solicitation.

31.2 **The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a thirty (30) calendar day notice to the City of East Point, Georgia.**

31.3 **All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.**

31.4 **All Insurance Certificates issued in regard to this solicitation must clearly reference the City's solicitation number and the official title of the awarded Contract.**

32.0 HOLD HARMLESS REQUIREMENT

32.1 Neither the City, its staff, its representatives, nor any of its consultants and / or attorneys shall be liable for any claims and / or damages resulting from the invitation, advertisement, collection, review, evaluation and / or tabulation of responses to this solicitation.

32.2 The Selected Provider shall indemnify and hold harmless the City of East Point, Georgia, and any and all elected officials, employees, contractors, representatives or agents of the City of East Point, Georgia, from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Provider of any of the agreements, representations, trademarks or warranties of the Selected Provider contained in this solicitation or their response thereto, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Provider, its agents, representatives or employees in connection with the Selected Provider's provision of work and / or services and obligations contemplated by this solicitation, response thereto, or Contract resulting there from. The indemnity obligation of the Selected Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute(s) of limitation(s).

33.0 NONDISCRIMINATORY REQUIREMENTS

33.1 The Selected Provider agrees that in connection with the performance of providing the work and / or service(s) under this solicitation or any resulting contract, the Provider and / or their Subcontractor(s) and / or Supplier(s) agree(s) not to discriminate against any employee or applicant for employment, either through the Provider or a direct applicant to the City, because of race, color, religion, creed, gender, gender identity, sexual preference, sexual identity, national origin and / or disability. The aforesaid provision shall include, but shall not be limited to, the following: employment, promotion, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, overtime or compensatory time consideration and / or any other forms of compensation, and / or selection for training, including apprenticeship. The Provider and their Subcontractor(s) and Supplier(s) agree(s) to post statements of non-discrimination practices in conspicuous places, available for employees and applicants for employment to see that clearly sets forth the provisions of this nondiscrimination practices clause.

34.0 ETHICS REQUIREMENTS

34.1 Prospective Providers shall not offer any gratuities, favors, gifts, honorariums or anything of **any monetary value whatsoever** to any official, employee, representative and / or agent of the City of East Point for the purpose of influencing consideration and / or award of this solicitation and / or for the purpose of being viewed more favorably and / or more agreeably than others who may also be competing for award. Violation of this clause shall result in the immediate elimination of the Provider's response from award consideration and may also result in criminal actions and / or criminal penalties against the Provider, the Provider's representative(s) and the City employee(s), if found to be compliant or in complicity and / or collusion therewith.

34.2 No Public Official, employee, representative and / or agent of the City shall gain any form or type of personal or financial benefit from a decision relating to the award of this contract.

34.3 No public official, employee, representative and / or agent of the City of East

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART I - SOLICITATIONS TERMS AND CONDITIONS

Point shall engage in any discussions with Prospective Providers or others that may influence, in any manner, pro or con, the award of this contract. Discussions or conversations for the legitimate purpose of investigating the soundness or qualifications of a potential Selected Provider to perform as required under the terms and conditions of a proposed City's contract shall, by their nature, be exempt.

34.4 Any and all Selected Providers, by entering into a service and / or contractual agreement with the City of East Point, agree to be bound by and comply with all applicable provisions of **Part 2, Chapter 4, and Ethics Policy** of the **Municipal Code** of the City of East Point, Georgia. Full text of this ordinance may be obtained from the City Clerk's Office by telephoning 404.270.7100 or on-line by visiting <http://www.municode.com/>. The City's **Municode** may also be found on the City's web site located at <http://www.eastpointcity.org>.

******* END OF PART I - SOLICITATION TERMS AND CONDITIONS *******

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RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

1.0 INTRODUCTION / PURPOSE FOR SOLICITATION

1.1 The City of East Point, Georgia (hereafter referred to as the “City”) is hereby soliciting sealed proposals from financially stable, experienced, qualified firms or individuals who are willing to enter into a multi-year Contract to provide the City with **professional station management and videography services**. Services under this Contract will require the operation of the City’s government channel, known as EPTV Channel 22, and management of the City’s studio facility in order to deliver community news and information relevant to the residents of East Point

1.2 The purpose of this Request for Proposals (RFP) is to provide interested Providers with sufficient information to enable them to submit a comprehensive proposal for the City of East Point’s review. In addition, it is the City’s intent to establish and set forth a systematic method for proposal presentation that will be fair and impartial to all parties concerned, and will facilitate the generation of Provider responses which can be evaluated by the City of East Point’s Evaluation Committee objectively, fairly, and without undo bias.

1.3 Through this solicitation process, the City also desires to gain knowledge of, review, and evaluate the latest best practices and methods being employed in today’s broadcast marketplace in regards to Cable Station Management and Videography Services.

1.4 . The Selected Provider will be required to enter into a Contract with the City to perform specific tasks and to perform certain required services which are outlined herein. In order to fully satisfy the City, the Selected Provider must have the ability and capability and meet all of the City’s expectations.

1.5 More specifically, the City is soliciting sealed proposals from experienced and qualified Service Providers who will be responsible for providing all of the following services:

1.5.1 Assuming management control of EPTV Channel 22 on the Comcast cable television network which broadcasts within the City of East Point.

1.5.2 Assuming full responsibility for the safety and the security of City-owned equipment which is housed in the TV Studio facility when the equipment is not in use. In addition, ensuring that the equipment is used for its intended purpose and in the correct manner when it is placed in use. **Loss, damage or misuse of City-owned equipment while in the Selected Provider’s care shall be the full responsibility of the Selected Provider and the Selected Provider will be held fully responsible for the cost of repairs to damaged equipment or the cost of replacement for lost equipment.**

1.5.3 Recommending facility improvements and providing recommendations and technical specifications for equipment upgrades and replacements based upon the

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

availability of funding assigned to the facility.

1.6 This Contract requires the performance of tasks outside of the usual 8:00 A.M. to 5:00 P.M. timeframe as a majority of the meetings and events that must be videotaped occur during evening hours, usually on a weekday, with occasional events scheduled on the weekends. Overtime or after hours compensation will not be paid or reimbursed by the City of East Point neither to the Selected Provider nor to any of their staff members assigned to perform tasks under this Contract.

1.7 In issuing this solicitation, the City is seeking a Provider who shall be very proactive in their approach and who shall be genuinely committed to assisting the City in the development of the professionalism of City-produced media and the improvement of Channel 22's broadcast content.

1.8 This RFP is complex in nature, requires your immediate attention to generate a timely response, and will require your careful attention to the requirements in order to be in full compliance. The City's minimum requirements for this Project and the City's expectations are detailed herein.

2.0 CONTRACT TERM

2.1 The Contract associated with this RFP shall commence upon the date of the formal execution of the Contract by the Selected Provider(s) and shall remain in effect throughout its term without an amendment in prices or terms or conditions. The initial term of this Contract shall be for the remainder of the City's Fiscal Year 2018, all of Fiscal Year 2019, and all of Fiscal Year 2020. The City's Fiscal Years are defined as follows:

- **Remainder of Fiscal Year 2018** – Fiscal Year 2018 commenced at 12:01 A.M. on Saturday, July 1, 2017 and will terminate at 12:00 A.M. midnight on Saturday, June 30, 2018.
- **Fiscal Year 2019** – shall commence at 12:01 A.M. on Sunday, July 1, 2018 and will terminate at 12:00 A.M. midnight on Sunday, June 30, 2019.
- **Fiscal Year 2020** – shall commence at 12:01 A.M. on Monday, July 1, 2019 and will terminate at 12:00 A.M. midnight on Tuesday, June 30, 2020.

2.2 This Contract will not have any Optional Contract Terms and will not automatically renew under any circumstances.

2.3 In the event the proper appropriations of funds for continuation of the Contract are not available in any Fiscal Year after the first (1st) Fiscal Year, the Contract shall be terminated. In such instance, the City shall, within thirty (30) calendar days following the beginning of the Fiscal Year for which proper appropriation is not available, provide the Selected Provider with a written

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

notification that funding for the continuation of the Contract has not been appropriated by the City.

3.0 GENERAL CONDITIONS REGARDING CONTRACT AWARD

3.1 The services proposed by any Prospective Provider in their response submittal **must** be in accordance with the services requested herein in order to obtain consideration for award. **Alternate recommendations / proposals for alternate services will not be given award consideration.**

3.2 Prospective Providers may only submit **ONE RESPONSE** to this solicitation. Providers who submit more than one (1) response or who are listed as a partner on more than one (1) response will be eliminated from award consideration.

3.3 Each response submitted in accordance with the stated terms and conditions of the solicitation shall be fairly and impartially evaluated by an Evaluation Committee selected and appointed by the City.

3.4 Each response will be evaluated on a combination of factors that will be defined and clearly stated within this solicitation package.

3.5 The City, at its sole discretion, will determine the criteria and the process whereby responses will be evaluated and an award determination rendered. The City's determination of award will be binding and final. No damages of any type will be recoverable by any Challenger as a result of these determinations or decisions by the City.

3.6 The Provider who is deemed by the City to represent the overall best-valued, responsive, and responsible Provider based upon the City's Evaluation Scoring System will be expected to enter into a contractual arrangement with the City of East Point, Georgia.

3.7 The services / work assigned to this Contract shall be understood by all parties to include, without exception, any and all actions / work / services necessary to provide Professional Station Management and Videography Services to the City of East Point, Georgia as defined by the **Scope of Services** herein..

3.8 **This Contract requires the performance of tasks outside of the usual 8:00 A.M. to 5:00 P.M. timeframe as a majority of the meetings and events that must be videotaped occur during evening hours, usually on a weekday, with occasional events scheduled on the weekends. Overtime or after hours compensation will not be paid or reimbursed by the City of East Point neither to the Selected Provider nor to any of their staff members assigned to perform tasks under this Contract.**

3.9 Unless otherwise arranged, if the Selected Provider(s) does not execute a Contract with the

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

City within fifteen (15) calendar days following the date of the **Notice of Award** letter from the City, the City reserves the right to award the contract to the next overall best-valued, responsive, and responsible Provider. Delay in the execution of a Contract based upon a delay on the City's part in the preparation or presentation of the Contract / Agreement to the Selected Provider exempts the Selected Provider from the fifteen (15) calendar day limitation, but under no circumstances will a deliberate delay on the part of Provider(s) in the execution of the Contract be tolerated by the City.

3.10 Once a Contract is entered into or a Purchase Order is issued by the City for the item(s) listed herein, the manufacturer(s) / brand(s) / model(s) / part number(s), et cetera, stipulated and priced in the Provider's response package shall be the manufacturer(s) / brand(s) / model(s) / part number(s), et cetera, the Selected Provider shall be required to provide to the City. **NO ALTERNATES, NO EXCEPTIONS, NO DEVIATIONS.**

3.11 It shall be the Selected Provider's responsibility to provide competent, highly trained, and skilled personnel for the performance of the services, and to ensure that all personnel are comprehensively familiar with the City's expectations, specifications, and requirements, and any and all rules, regulations, requirements, and / or laws pertaining to the services provided.

3.12 The Selected Provider shall act as an **Independent Contractor** and under no circumstances shall be considered as an employee of the City of East Point, Georgia. The individual(s) associated with this Contract shall not be eligible for, nor receive, any of the benefits usually and customarily provided to City employees by the City. This shall include compensated leave time for holidays, personal leave, sick leave, vacation leave, or other types of leave that would take the Provider away from the responsibilities associated with this Contract. In addition, the City shall not provide to the Selected Provider access to health insurance, dental insurance, optical insurance, disability insurance, or retirement benefits through the City.

3.13 With the exception of equipment currently owned by the City, **it shall be the full responsibility of the Selected Provider to furnish, without additional charges to the City, any and all equipment, machinery, supplies, materials, etc., that shall be required in order to perform the services requested under this Contract in a professional and competent manner that will be satisfactory to the City.**

3.14 Any item(s) furnished under this solicitation **MUST be in a new and unused condition, and MUST meet the City's requirements and / or specifications, unless otherwise noted in the solicitation response package.** No remanufactured item(s), used item(s), returned item(s), refurbished item(s), demonstrator(s), loaner(s), and / or prototype(s) shall be accepted by the City as part of this solicitation. The Prospective Provider's product(s) must incorporate the best practices known for design integrity, quality of materials and quality of workmanship. The item(s) furnished must meet or exceed any and all Federal, State, and local

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

standards applicable to such items, and shall not violate any Federal, State, or local laws governing such items.

3.15 Before commencing with any services, the Selected Provider must enter into a legally-binding written Contract / Agreement with the City and / or accept the City's Purchase Order for the service to be performed.

3.16 Before commencing with any services, the Selected Provider must provide proof of business license, proof of insurance, any and all necessary bonds, affidavits, permits, licenses or certifications that may be required by City, Federal, State, or local regulations in order to perform the required services or enter into a Contract.

3.17 Upon execution of the Contract or acceptance of the City's Purchase Order and the City's receipt from the Selected Provider of proof of the required and / or necessary bonds, affidavits, permits, licenses, certifications, etc., the City shall issue to the Selected Provider a **Notice to Proceed (NTP)** letter.

3.17.1 Before commencing with any services, the Selected Provider must be in receipt of the dated, written **Notice to Proceed (NTP)** letter from the City.

3.17.2 The **Notice to Proceed (NTP)** letter shall provide the Selected Provider with the designated City Contract Representative / Contract Administrator, if one has not already been designated by the City.

3.17.3 The **Notice to Proceed (NTP)** letter shall establish a date for a Contract Commencement Meeting between the City and the Selected Provider to arrange for the actual commencement of the services.

3.18 The City shall have the right to terminate the Contract without cause by providing the Selected Provider(s) with a written notice of **Intent to Terminate** at least thirty (30) calendar days prior to the City's desired date of termination. In this event, the Provider shall be entitled to just and equitable compensation for any and all services satisfactorily completed prior to the City's desired termination date.

3.19 For the purpose of this solicitation and the resultant Contract, a **calendar day** shall be defined as any day of the week that appears on a standard Western calendar, Sunday through Saturday, including holidays normally observed by the City of East Point, Georgia, the Federal government, or other governmental and / or private and / or religious entities.

3.20 For the purpose of this solicitation and the resultant Contract, a **work day** shall be defined as any day of the week, Monday through Friday, which appears on a standard Western calendar and is commonly understood to be a "normal work day". The meaning of "normal work days" shall exclude holidays observed by the City of East Point, Georgia. Legal holidays, national

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

holidays, religious holidays, or furlough days observed by other governmental or private entities or religious organizations, but not usually observed by the City of East Point, Georgia, shall continue to be classified as “normal work days”

3.21 Any and all services rendered by the Selected Provider pursuant to this Request for Proposal or any resultant contract and / or agreement shall be provided in accordance with any and all applicable federal, state, and local guidelines, laws, and regulations.

3.22 All information, data, analyses, reports, surveys, and records necessary to assist in the performance of the Work / Services shall be furnished to the Provider without charge by the City, and the City shall pledge to cooperate fully with the Provider in every way possible in the Provider’s performance of the Work / Services.

3.23 Any and all analyses, reports, information, surveys, or data provided to or prepared by the Selected Provider under this Contract shall be held in the strictest confidence and shall be treated as confidential information, unless the City deems it otherwise, and provides written support of the non-confidential nature.

3.24 No analyses, reports, information, surveys, or data provided to or prepared by the Selected Provider under this Contract shall be made available to any individual or organization without prior written approval and consent from the City.

3.25 Any and all work performed under this Contract shall be the sole property of the City of East Point, Georgia, and shall not be used by the Selected Provider for the purpose of advertising, references, examples and / or samples of work performed without prior written approval and consent from the City.

3.26 All pricing submitted to the City of East Point, Georgia, **MUST** represent the **TOTAL PRICE** the City will be charged for the services. The Cost Proposal provided by each Prospective Provider **MUST** include any and all applicable charges. The City will **NOT** pay any charges for items that appear on the Provider’s invoice(s) that are not included in the Provider’s **Cost Proposal.**

3.27 The City of East Point will not be responsible for the payment of or reimbursement of any expenses incurred by any Selected Provider in the development of a response to this RFP, including any expenses incurred as a result of interviews, presentations, or supplemental information provided, submitted, or given to the City or its representatives.

4.0 MINIMUM PROVIDER QUALIFICATIONS / REQUIREMENTS

4.1 Because of the importance of reliable and expedient support for the services provided by the Selected Provider, it is preferred that the Service Provider be located in the United States,

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

preferably in the Eastern half of the nation, and as adjacent to Georgia and the City of East Point area as is possible.

4.2 The Selected Provider must be able to demonstrate and validate a record of reliability, fiscal responsibility, and a minimum of eight (8) years' worth of verifiable experience in providing services of a similar nature to the services requested by the City to other municipalities or government entities and / or agencies and / or institutions. In addition, the Prospective Provider must be able to provide proof of financial stability and known business integrity.

4.3 The Selected Provider must be able to provide the names and contact information for a minimum of three (3) and no more than six (6) government entities and / or agencies and / or institutions, preferably in the local area, that can serve as references. These references must be able to verify that the Selected Provider has responded professionally and in a timely manner to all requests, delivered the services anticipated when requested, on time, and without exceeding established budgetary limitations.

4.4 The Selected Provider must not be restricted or prohibited in the State of Georgia by law, regulation, licensing, or certification requirements from providing the services requested herein to the City of East Point.

4.5 The Selected Provider must not have defaulted on any contract within the last five (5) years, or have been found liable in any lawsuit and / or legal claim that would indicate the Provider's inability to safely, professionally, and adequately provide the services requested herein.

4.6 The Selected Provider must be able to provide videography services, Public Service Announcement production, and other government communications at, or above, acceptable industry standards in regards to content and the quality of the pre-production and post-production work.

4.7 The Selected Provider must be able to provide to the City whatever assurances and proof are necessary to clearly confirm and support their organization's abilities and capabilities to efficiently and effectively manage EPTV Station Channel 22 and to produce and provide broadcast materials relevant for East Point residents.

4.8 The Selected Provider must ensure that East Point TV's programming and operations meet or exceed the current established broadcast industry standards for the production and dissemination of broadcast materials. In addition, current established broadcast industry standards for ethical, professional, and technical conduct must be met or exceeded at all times.

4.9 The Selected Provider must possess comprehensive knowledge of the Federal Communications Commission (FCC) rules, regulations, and laws pertaining to television licensees (e.g. cable stations), and the various rules and regulations relating to cable station programming

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

and cable station operations.

4.10 In order to provide complete satisfaction to the City, a Provider must possess the capabilities, expertise, and service commitments necessary to excel in providing all of the services stipulated herein.

4.11 To participate in this solicitation, each Prospective Provider shall be required to provide the City with a formal Request for Proposal (RFP) response package presented and formatted in the manner stipulated herein.

4.12 The Selected Provider must ensure the services they propose in their response submittal represents the highest service quality and professionalism, and employs media and broadcast methods that fully comply with, or exceed, the most recently established broadcast industry standards.

4.13 The Selected Provider shall act as an **Independent Contractor** and under no circumstances shall be considered as an employee of the City of East Point, Georgia. This is NOT a full-time City of East Point staff position, and must not be confused with an employee position. The party / parties awarded the Contract will not be considered East Point employees, nor shall they be eligible for benefits or any other concessions or incentives normally or routinely provided to employees by the City.

4.14 This Contract requires the performance of tasks outside of the usual 8:00 A.M. to 5:00 P.M. timeframe as a majority of the meetings and events that must be videotaped occur during evening hours, usually on a weekday, with occasional events scheduled on the weekends. **Overtime or after hours compensation will not be paid or reimbursed by the City of East Point neither to the Selected Provider nor to any of their staff members assigned to perform tasks under this Contract.**

4.15 Once a Contract is entered into or a Purchase Order is issued by the City for the services listed herein, the services stipulated and the pricing quoted in the Provider's submittal package shall be the pricing invoiced and the services rendered by the Selected Provider to the City. **NO ALTERNATES, NO EXCEPTIONS, NO DEVIATIONS.**

4.16 Any physical item(s) furnished under this solicitation **MUST be in a new and unused condition**, and **MUST meet the City's specifications, unless otherwise noted in the solicitation response package**. No remanufactured item(s), used item(s), returned item(s), refurbished item(s), demonstrator(s), loaner(s), or prototype(s) shall be accepted by the City as part of this solicitation. The Prospective Provider's product(s) must incorporate the best practices known for design integrity, quality of materials and quality of workmanship. The item(s) furnished must meet or exceed any and all Federal, State and local standards applicable to such items, and shall not violate any Federal, State or local laws governing such items.

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

4.17 The Selected Provider and the members of their staff / team and / or any subcontractors' staffing (if any) must have reliable and immediate access to any and all supplies and / or materials that may be necessary to safely, competently and professionally deliver the services stipulated herein to the City in full compliance with any and all applicable local, State or Federal regulations and / or laws.

5.0 SELECTED PROVIDER'S RESPONSIBILITIES

5.1 For award consideration, the Selected Provider(s) shall be required to possess the knowledge and experience necessary to perform the following responsibilities / tasks competently and professionally:

5.1.1 The Selected Provider shall be tasked with shooting, videotaping, live-streaming, and uploading in its entirety gavel-to-gavel coverage of two (2) City Council Meetings per month. The Selected Provider shall be tasked with shooting, videotaping, live-streaming, and uploading in its entirety gavel-to-gavel coverage of any and all Special Call Meetings, and the City's Planning and Zoning Meetings. **For this solicitation, the phrase "gavel-to-gavel" shall be understood to mean and will be defined by the City as "uninterrupted coverage from the commencement of the meeting to the adjournment of the meeting, void of any breaks or editing requirements".**

5.1.2 The Selected Provider will be required to upload the recorded video of the City's various meetings to the City's server / tower for unedited broadcast on East Point's cable channel **no later than twenty-four (24) hours following the adjournment of the meeting.**

5.1.3 The Selected Provider will be tasked with videotaping various City activities and community events, which may include, but may not be limited to, Town Hall Meetings, Special Call Meetings, Planning and Zoning Meetings, the annual Independence Day Celebration, the annual Taste of East Point event, Salute to the Red, White and Blue celebration, East Point Spring Fling, Destination East Point, Police Department's National Night Out, Fire Department's Health Fair as well as a variety of other City Department events, and other non-specified events that may be conducted by the City's Public Information Officer or the City Manager's Office throughout the year.

5.1.4 The Selected Provider will be tasked with creating Bulletin Boards (Community Calendars) to be broadcast on East Point TV between scheduled programming, and at selected pre-scheduled times throughout the day. The Bulletin Boards created by the Selected Provider must provide relevant information of

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

community interest or must be educational in nature (e.g. news items, City department announcements, East Point TV programming schedule information, general health information, notice of community events, community service announcements, etc.).

5.1.4.1 The Selected Provider will be tasked with developing, planning, coordinating, writing scripts, filing, editing, and producing various program content in the form of New Packages, Voice Overs, Billboards, Calendars and the production of a minimum of ten (10) thirty (30) minute segments showcasing the City.

5.1.4.2 The Selected Provider will be responsible for developing and producing magazine-formatted programming highlighting various aspects of the City Government including the Mayor’s Office, the City Council’s Missions and Goals, and other City-related activities. The purpose of this responsibility will be to ensure and improve the public’s awareness of City Government services, resources, events, programs, policies, procedures, employment opportunities, and to encourage interaction and dialogue between the City’s citizens and City officials.

5.1.5 The Selected Provider will be tasked with creating and maintaining East Point TV’s program schedule, and must creatively foster new and innovative ideas to prevent continuous and often boring repetition of previously aired events.

5.1.6 The Selected Provider will be required to prepare a maintenance schedule for the City’s equipment which is in their care for the City’s approval and, at no additional cost to the City, conduct thorough, comprehensive and periodic checks / examination of all City-owned East Point TV equipment.

5.1.6.1 The periodic checks conducted by the Selected Provider must occur no less than once every three (3) months, unless otherwise stipulated by the City in writing.

5.1.6.2 The City may issue written orders to decrease the number of required checks / examinations conducted per year by the Selected Provider, but will not increase the number of required checks / examinations to be conducted per year.

5.1.7 At no additional cost to the City, the Selected Provider will render scheduled, periodic engineering and / or maintenance services to the City’s equipment in their care to ensure it is maintained in optimum

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

operational condition.

5.1.7.1 The periodic engineering and / or maintenance services must occur no less than once every three (3) months, unless otherwise stipulated by the City in writing.

5.1.7.2 The City may issue written orders to decrease the number of engineering and / or maintenance services conducted per year by the Selected Provider, but will not increase the number of engineering and / or maintenance services to be conducted per year.

5.1.8 When deemed relevant and necessary, the Selected Provider will provide East Point staff members with written information regarding the need for technical updates of vital equipment, extensive repair of equipment, and / or the need for equipment replacement.

5.1.9 On a no less than a once a month basis, on a day and time to be determined by the City, the Selected Provider will provide written programming ideas and concepts to the City.

5.1.10 The Selected Provider shall function, whenever possible, as a resource to quickly and adequately disseminate information from various City departments to the City's citizens in the most expedient manner possible.

5.1.11 The Selected Provider shall be tasked with videotaping and scheduling special programming to disseminate relevant educational information that may be beneficial to the health, safety, and welfare of the City's citizens. Such relevant, educational information may come from the City Manager's Office or other departments throughout the City.

5.1.12 The Selected Provider shall be tasked with the creation of informational briefs for uploading to the City's website, YouTube, and other relevant social media networks.

5.1.13 The Selected Provider shall be tasked with the creation of new and innovative graphics and of utilizing the City's existing computer graphics and special effects for use in video post-production work. Any and all such graphics must be professional in appearance and interesting in design and concept.

5.1.14 The Selected Provider shall be tasked with providing accurate, timely information to the citizens of East Point regarding emergency preparedness and disseminate timely and accurate information during emergency situations.

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

5.1.15 The Selected Provider shall be tasked with ensuring that all EPTV programming meets broadcast-quality technical standards. **Sub-standard or non-professional broadcasting of any type will not be tolerated and may result in termination of the Contract.**

5.1.16 The Selected Provider shall be tasked with assisting City personnel in the completion of quarterly programming reports, and any additional reports that may be required by the Federal Communications Commission (FCC) or other regulatory agencies in association with the City's operation of the cable channel.

5.1.17 The Selected Provider shall be tasked with creating and maintaining a library of City programming for historical purposes.

5.1.18 The Selected Provider shall be tasked with promptly responding to any and all deadlines and / or requests made by the City in regard to their services. The Selected Provider must respond to the City's written requests **no later than twenty-four (24) hours** following receipt of the request unless obvious circumstances dictate a more immediate and timely response.

5.1.19 Should the City desire changes be made to programming, billboards, packages, etc. the Selected Provider shall make the requested changes **no later than twenty-four (24) hours** following the receipt of the City's written request.

5.2 The Selected Provider(s) shall be required to render training support services to the City for adequate and essential operation of the City's television studio and instruction in the use and care of the station's equipment, software, and hardware. The training must include:

5.2.1 Once a year comprehensive training in all aspects of the City's current studio video production procedures and guidelines

5.2.2 Once a year comprehensive training in all aspects of the City's current field video production procedures and guidelines

5.2.3 Once a year comprehensive training in all aspects of the City's current post-production procedures and guidelines

5.3 The Selected Provider shall be expected to work in collaboration with the City and to produce a variety of video products to ensure the production of a high-quality television product that includes, but is not limited to, broadcasting, compression output, DVD distribution, webcasting, and video streaming;

5.3.1 The Selected Provider shall be expected to possess the capabilities /

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

experience associated with managing, planning, and directing studio productions;

5.3.2 The Selected Provider shall be expected to possess the capabilities / experience associated with overseeing the operation of a small multi-camera studio;

5.3.3 The Selected Provider shall be expected to possess the capabilities / experience associated with operating video switching, character generation, and digital video effects equipment, edit controllers, cameras, hard disk video recorders, video distribution switchers, and audio mixers;

5.3.4 The Selected Provider shall be expected to possess the capabilities / experience associated with setting up and adjusting studio lighting equipment including fixed and portable tungsten lights;

5.3.5 The Selected Provider shall be expected to possess the capabilities / experience associated with adjusting audio equipment including assorted lavalier, cardioid, and shotgun microphones;

5.3.6 The Selected Provider shall be expected to possess the capabilities / experience associated with working with a variety of clients, both novice and experienced, to prepare "B-roll" footage for inclusion in live productions;

5.3.7 The Selected Provider shall be expected to possess the capabilities / experience associated with providing basic troubleshooting and repair of video, audio and lighting equipment;

5.3.8 The Selected Provider shall be expected to possess the capabilities / experience associated with performing routine equipment maintenance; making sound and timely recommendations for hardware, software, and equipment replacements / purchases.

5.4 The Selected Provider must be able to operate, maintain, schedule, and electronically program timeslots for Channel 22 EPTV:

5.4.1 To allow for quality transmission of programming on the channel;

5.4.2 To allow for adequate fillers between programming that promotes and positively markets the City of East Point and EPTV, and conveys messages of interest to the community.

5.5 The Selected Provider must render the following **deliverables** to the City on the schedule indicated below.

5.5.1 Once every two (2) weeks – Channel program schedule

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

5.5.2 Once every three (3) months – Equipment report detailing equipment condition changes, performed and scheduled maintenance and repairs.

5.6 Provide any and all bonds, licenses, permits, insurance, memberships, accreditations, affidavits, and certifications, etc., required or stipulated by the City herein.

5.6.1 Any and all bonds, licenses, permits, insurance, memberships, accreditations, certifications, etc., required or necessary to commence and complete the services in a safe, lawful and professional manner as stipulated herein shall be solely provided by and paid for by the Selected Provider, or their assigned Subcontractor(s).

5.6.2 The Selected Provider must be licensed to perform the type of services designated herein, must not be prohibited by the State of Georgia from performing such services, and must have the experience the City deems as suitable and necessary to perform the services. The City reserves the right to require proof of licensing and proof of specific experience from the Selected Provider prior to the commencement of the service or at any time during the performance of the service.

5.6.3 The Selected Provider must provide Workmen’s Compensation Insurance, Comprehensive General Liability insurance and any other types or forms of insurance required by the City in the amounts stipulated by the City. Valid Certificates of Insurance must be furnished to the City’s Contracts and Procurement Department prior to the commencement of any services.

5.6.3.1 The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a thirty (30) calendar day notice to the City of East Point, Georgia.

5.6.3.2 All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.

5.6.3.3 All Insurance Certificates issued in regard to this solicitation must clearly reference the City’s solicitation number and the official title of the awarded Contract. Prior to the performance of any services, the Selected Provider must provide to the City any and all completed affidavits, forms, or other documentation that is applicable or required by any local, State or Federal entity in order to receive a Contract award. Where possible, the City shall provide to the Prospective Providers such blank affidavits and forms to

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

be completed and / or written notification of other documentation requirements for award.

5.7 Provide all supervision, administration, labor, and / or manpower necessary to perform the services in a professional, legal, ethical, comprehensive, and satisfactory manner.

5.7.1 Any and all of the supervision, administration, labor and / or manpower necessary to perform the services specified herein in a professional, legal, ethical, comprehensive and satisfactory manner must be solely provided by and lawfully compensated by the Selected Provider or his designated Subcontractor(s).

5.7.2 Any and all service provided by the Selected Provider, or his designated Subcontractor(s), must be accomplished by a workforce / staff members that are fully trained, experienced and qualified to perform such service. If certification and / or licensing are required to professionally perform the services specified herein, an appropriate number of workforce / staff members must have the required certification and / or licensing. Under no circumstances shall uncertified and / or unlicensed staff members be permitted by the Selected Provider, or his designated Subcontractor(s), to perform service that must be, by code, ordinance, law or tradition performed by certified and / or licensed individuals.

5.7.3 Any and all workforce / staff members shall be paid compensation in accordance with the prevailing wages as designated by the Department of Labor and the State of Georgia. In addition, the Selected Provider shall be required to abide by any and all overtime compensation laws or regulations stipulated by the government and / or any unions utilized.

5.7.4 If certain classifications of the Selected Provider's, or his designated Subcontractor's, workforce / staff members require specialized supervision and / or representation, such as might occur under an apprenticeship or training situation, then the specialized supervision and / or representation must be provided by the Selected Provider, or his designated Subcontractor(s), and must be present when the apprentice or trainee segment of the workforce / staff is utilized by the Selected Provider or his designated Subcontractor(s).

5.7.5 Under no circumstances shall the City be responsible for the payment of overtime compensation to any workforce / staff member assigned to this Contract or services, or for the reimbursement of overtime compensation provided by the Selected Provider or his designated Subcontractor(s) to any workforce / staff member assigned to this Contract or service.

5.8 Perform the Service to the Complete Satisfaction of the City

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

5.8.1 The Selected Provider shall be the sole party responsible for the satisfactory performance of the services and tasks listed herein, and shall be responsible for the quality and quantity of any work assigned to or performed by any Subcontractor(s).

5.8.2 Any and all work performed by the Selected Provider pursuant to this solicitation or any resultant contract and / or agreement shall be provided in accordance with any and all applicable federal, state, and local guidelines, laws, and regulations.

5.8.3 Work or tasks usual, customary and / or necessary to provide and complete the services, but not specifically detailed herein must be included in the work / tasks performed by the Selected Provider and, therefore, must be included in the Prospective Provider's Cost Proposal submittal. The work / tasks provided shall result in the performance of the service in a manner that is professional, legal, ethical, comprehensive, and completely satisfactory to the City.

6.0. CITY'S RESPONSIBILITIES

The City shall be responsible for:

6.1 Issuance of the Notice to Proceed (NTP) letter

6.1.1 Upon execution of the Contract or acceptance of the City's Purchase Order and the City's receipt from the Selected Provider of proof of the required and / or necessary bonds, affidavits, permits, licenses, certifications, etc., the City shall issue to the Selected Provider a **Notice to Proceed (NTP)** letter.

6.1.2 Before commencing with any services, the Selected Provider must be in receipt of the dated, written Notice to Proceed (NTP) letter from the City. The Notice to Proceed (NTP) letter shall provide the Selected Provider with the appropriate contact information for the City Council, and shall designate a City Contract Representative / Contract Administrator, if one has not already been designated by the City.

6.1.3 The **Notice to Proceed (NTP)** letter shall also establish a date for a Contract Commencement Meeting between the City and the Selected Provider to arrange for the actual commencement of the services.

7.0 REQUESTS FOR PROPOSAL (RFP) FORMAT / CONTENT GUIDELINES

7.1 To be given award consideration, Prospective Providers who meet or exceed the minimum qualifications and who can meet or exceed the City's minimum requirements must provide the

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

City of East Point, Georgia, with a **thorough and complete** RFP response package using the following guidelines:

- All response packages shall be typed using no less than a 10-point font size, and shall contain no more than forty (40) pages. Responders may make use of both sides of each sheet of paper, **but each printed page – not each sheet of paper – is to be counted as a numbered page.**
- Page count shall include any introductory letters, transmittal sheets and the résumés of key individuals, but shall **exclude** the front and back covers, **Prospective Provider’s Contact Information Sheet, Table of Contents** pages, index sheets or tabs, tables, charts, or other requested graphic exhibits.
- Information requested by the City **under separate cover** shall **not** be included in the total response package page count.
- Requested brochures, technical data sheets, schematics, drawings, warranties, service agreements, maintenance agreements, sales literature, etc. shall **not** be included in the total response package page count.
- All response packages should be straight forward, concise and provide “layman” explanations of any and all technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete, comprehensive, and clear description of your company’s offering and how it represents the **overall best-value** to the City.
- Response packages that appear unrealistic in the terms of commitment or staffing / personnel needs, or that appear to lack competency or integrity or are indicative of a failure to fully comprehend the complexity and inherent risks of the proposed Contract may be rejected by the City without further consideration.

7.2 Response packages do not have to be professionally produced nor professionally packaged, but shall be neat and orderly in appearance and well organized. **To be considered substantive, a response package must respond to ALL requirements of the RFP.** Prospective Providers should provide any other information thought to be relevant to the RFP and your company’s / organization’s capability to provide the services requested. **The following sections / content must be included** in the Prospective Provider’s response package in order for the response to be considered “responsive”, and **must appear in the following order to facilitate the ease of perusal and evaluation by the City’s Evaluation Committee:**

- **Front Cover**

May be plain, decorated, opaque, translucent, plastic, cardboard, heavy-weight

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

stock, paper, etc. The only thing the City is interested in is the fact that a front cover has been provided for the proposal response package.

- **Prospective Provider’s Contact Information Sheet**

The **Provider’s Contact Sheet** contained in this RFP packaged shall be completed and signed by an individual authorized by the Prospective Provider to legally bind their company.

The address and other contact information provided on this sheet shall be that of the Provider’s office from which the City’s Contract shall be managed, therefore, it ideally also represents the Provider’s location closest to the City of East Point, Georgia.

The Prospective Provider’s Contact Information Sheet shall be the FIRST sheet of each of the Provider’s response packages. Please do **NOT** cover the **Prospective Provider’s Contact Information Sheet** with a title page, fly leaf, blank sheet of paper, index or tab page, **Letter of Introduction**, **Table of Content**, etc. **When the cover of the response package is opened, this should be the very first page that is seen.**

- **Prospective Provider’s Sworn Statement / Non-Collusive Forms (if provided)**

The Prospective Provider shall prepare and provide a **notarized statement** or a completed and notarized **Non-Collusive Form** (if provided by the City) that certifies the Prospective Provider and their subcontractors (if any) and / or staff members have no conflict of interest pertaining to this RFP and have not, in any manner, entered into a collusive arrangement of any type.

- **Table of Contents or Index of Contents**

Prospective Providers must use dividers of some type to separate sectional content. Dividers may be plain paper, plastic, heavy-weight stock, tabbed or untabbed, but tabbed dividers are preferred by the City as they do facilitate the ease of perusal and content evaluation.

- **Letter of Introduction (or Cover Letter) / Executive Summary (or Project Summary) Section**

The **Letter of Introduction** (or Cover Letter) / **Executive Summary** (or Project Summary) shall not exceed three (3) pages in length. This section shall summarized

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

key elements of the Prospective Provider’s understanding of the City’s needs and the key elements of the Provider’s offering that will directly address those needs and, thus, make the Provider the **overall best-valued** Provider.

If it is necessary for the City to prepare an **Executive Summary** of this proposal, the information contained in this section must be extractable and of such a nature that it shall function as the **Executive Summary**.

An individual authorized by the Prospective Provider to legally bind the Provider shall sign the **Letter of Introduction** (or Cover Letter) / **Executive Summary** (or Project Summary). **The prepared letter / summary shall clearly stipulate that the contents of the response package and the Cost Proposal shall be valid during the entire term of the Contract.** Prices provided by Provider must be firm prices, and must not be subject to any type of increase during the Contract Term, and must not include Federal or State Taxes. The price(s) stated must include any and all costs associated with providing the Professional Station Management and Videography Services as described herein.

Information you must include in this section:

- 1.** Names, business address and telephone number of the respondent organization’s officers, directors and associates and the names and addresses of any parent or subsidiary of your company or organization. Your information should describe the nature of the service and the line of authority of these individuals and / or companies / organizations as they relate to this Contract.
- 2.** Brief overview of your understanding of what the City of East Point is seeking in regards to the Products / Services / Work requested by the City.
- 3.** Provide a brief description of your company’s background, history, and ownership structure, including any parent, affiliated or subsidiary company (ies), and any past or current business partners. Include any notable projects that demonstrate how your company is a good fit for managing EPTV and facility.
- 4.** Provide information regarding your company’s average annual revenue and financial stability.

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

5. Provide a brief description of your company's quality assurance program, if any, and the applicable procedures for assuring a quality product / service.

- **Credentials Section**

The Credentials Section shall contain copies of any and all of the credentials / licenses / certifications / affidavits, etc. that the City requires herein from a Prospective Provider in order to participate in the solicitation.

Any additional information or documentation that substantiates or supports the Prospective Provider's abilities and capabilities to accomplish the tasks associated with this Contract should also be detailed or contained in this section.

Information you must include in this section:

Information you must include in this section:

1. Completed **E-Verify Affidavits** for all tiers of Providers.
2. Completed **S.A.V.E. Affidavit**
3. Proof of a current, valid **Business License**.
4. **Certificates of Insurance**, validating insurance coverage in the amounts stipulated herein by the City, and supportive documentation.
5. Signed **Addenda Acknowledgement Forms**
6. **Proof** of Joint Venture agreement / arrangement (if applicable)
7. **Subcontractor(s) and Sub-subcontractor(s) Listing**, (if any) including the percentage of the work under the Contract each will be assigned to each.

- **Methodology / Approach Section / Detailed Product and Scope of Services**

The Methodology / Approach / Detailed Product and Scope of Services section shall provide a detailed description of the Professional Station Management and Videography Services to be provided, and an outline of the approach and methodology the Prospective Provider shall use to provide the services requested by the City in this RFP.

Information you must include in this section:

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

Your vision for East Point’s Television Channel 22, and the EPTV television studio. Provide and discuss the following:

- A proposed key program format for EPTV broadcasting
- Proposed feature programming concepts
- Proposed Social Branding strategies

Explain how your company or firm will manage EPTV and the EPTV facility.

- Describe, in detail, your methodology and approach to the services requested, and provide a timeline associated with providing the services required. **The timeline should use the number of work days or the number of calendar days as the form of measurement, not actual calendar dates.**
- Describe how the technical quality of the programming on the channel will be maintained. Include in your response (a.) what your programming technical guidelines will be, (b.) how they will be enforced, (c) and how you will encourage content producers to meet them.
- Discuss briefly how EPTV under your management will cultivate, and maintain positive relationships with viewers and others in the community.
- Discuss each of the tasks below in the order you would accomplish them during the initial contract year. Separate the tasks into parts as needed or necessary. In your proposal response first state when you anticipate the initiation of the task (i.e. month three, week two etc.) then briefly discuss.
 - Assign “as needed” staff to support the services proposed
 - Develop Log / Schedule of all programming to air on EPTV
 - Programming the channel. Using an automatic playback system, indicate when a minimum of twelve (12) hours of video programming will fill the channel daily, and

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

what portion will be packages, magazine-formatted programs, mini newscasts, and other types of programming (specifying what the other types will be).

- Conducting video and broadcasting training classes for City personnel
- The Selected Provider is required to provide comprehensive media training and must fully describe in their proposal submittal the media training methods they shall incorporate and the topics the training will cover.
- Describe your policy / ideas for scheduling municipal programming versus programming not produced by EPTV.
- What other features / services can your company offer beyond what the City has requested? Please be specific.
- To the greatest extent possible, please provide a written summary identifying the types of information, data, and assistance that will be expected from the City in order to ensure your company's maximum success in fulfilling the requirements of this Contract.
- Provide a synopsis of your knowledge of the City of East Point and the issues, pro and con, that may play a role in providing the products / services / work requested.

Information you may also wish to include in this section:

- 1.** Does your company have a written Code of Conduct or a set of standards for professional behavior? If so, describe how the code or standards are monitored and enforced, and by whom.
- 2.** Describe how your company's recommendations / services to clients are reviewed and monitored by your organization to ensure they are sound and represent the highest standards, and the best practices possible, and are not recommended solely based upon price or expected revenue advantages.
- 3.** Describe any potential conflict of interest issues your company might have in providing the required products / services / work to the City.

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

4. Describe how your company identifies and manages conflicts of interest when they do arise.

• **Background / Experience / Qualifications Section**

The Background / Experience / Qualifications section must describe the Prospective Provider's familiarity with providing services / work of a similar type and of a similar complexity to businesses or governments with similar needs.

Information you must include in this section:

1. Provide a brief description of your company's history and background and discuss your company's specific experience in the area of providing the requested services / work. Indicate your company's years of business operation and any current or proposed future partnership arrangements.
2. Describe the professional and technical qualifications, experience, and education staff members of your company have that will be beneficial for the successful management of EPTV and its studio facility, including your company's track record in successfully managing and staffing a facility of this size and type. Include in your discussion your / your firm's qualifications, experience, and education in each of the specific following areas:
 - Sales
 - Marketing
 - Professional video production
 - Social Media interaction
 - Business management / Accounting
 - Contact with the public
 - Technical expertise in maintaining equipment, engineering a studio, and maintaining equipment inventory in optimum operational condition
 - Technical expertise in managing a video playback facility
 - Teaching professional video and media production to others
3. Provide information regarding the number and types of similar

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

projects / contracts that your company has participated in within the past five (5) years with emphasis upon projects / contracts involving a similar scope and similar complexity for other municipalities / governments. Please provide specific and comprehensive examples of your work and experience involving the requested work / services. Detail the past projects' scopes and list any on-going projects with appropriate contact information for each.

4. Provide full disclosure of any prior and / or existing legal actions in which your company is connected in any manner as a direct, or indirect, result of providing or participating in any similar projects / contracts. Litigation or potential litigation involving the performance of any similar projects / contracts, or the lack thereof, breach of confidentiality and / or conflict of interest matters must also to be fully disclosed in this section. **NOTE: The failure of any Provider to make full and complete disclosure as requested herein shall result in an immediate termination of any award consideration or the immediate termination of any contract already awarded.**
5. Within the last ten (10) years, has your organization or an officer or principal been involved in litigation or any other legal proceedings related to providing similar products / services / work for customers? If so, please provide an explanation and indicate the current status or disposition of each situation.
6. Has your company ever been censured by any regulatory body or legal entity? If so, please describe the situation and the circumstances. Give complete details regarding the name and address of the censuring or regulating body or legal entity and the exact nature of the censure itself. Failure to disclose information regarding your firm's censure by a regulatory body or legal entity may result in the immediate termination of a contract award if such information is brought to the City's attention after the award of the contract.

Information you may also wish to include in this section:

1. Provide a more comprehensive description of your company's background, history, and ownership structure, including any parent,

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

affiliated or subsidiary company (ies), and any past business partners.

2. Detail any significant developments in your organization such as changes in ownership, restructuring, staff reductions or expansions or personnel reorganizations that might be significant to the award of this contract.

3. Detail any anticipated changes in your organization that may take place in the immediate to near future and may have a direct or indirect bearing on the City's contract or the performance of the services / work by your firm.

• **References Section**

In the References section, the Prospective Provider shall provide relevant information on those for whom they have provided similar services. The references provided must be no more than five (5) years old and shall include a valid contract name, contract contact information, the dates services / work were provided and the scope or nature of the services / work provided.

Information you must include in this section:

1. Provide a list of no less than three (3) and no more than six (6) professional references who have consented to answer questions in regard to your company's performance and qualifications in providing the required services / work. Current, valid contact information including companies / governments names, representatives' names, contract numbers / titles, street addresses, mailing addresses, telephone numbers and email addresses must be provided for each reference included in this section.

2. The proposal shall include the following documents.

- Letters of support and recommendation from a minimum of three (3) and a maximum of six (6) area governments, agencies, organizations and / or businesses that speak to a prior successful working relationship with your firm, or to a current or past successful experience with your firm managing a station or facility similar to the City's for them.

Information you may also wish to include in this section:

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

1. Provide the address of your headquarters / corporate office and the addresses of any offices that may service the City's contract.

2. Provide a listing of any public sector clients who have terminated a business or contractual relationship with your company during the past ten (10) years and provide their reasons for doing so. A valid client name, contact name, address, telephone number and email address must be provided for each client listed.

• **Workload and Commitments / Staffing / Administration / Personnel Qualifications Section**

In this section, Prospective Providers shall provide the City with the existing workload of the personnel / staff that shall be assigned to this Contract and demonstrate their ability to meet or exceed the City's expectations without either a compromise in quality or a delay in providing the services required.

In this section, Prospective Providers shall also provide a list of the individual(s) who shall be assigned to work on the City's contract in the capacity of a Supervisor or greater, and shall indicate the function(s) each person shall perform and the areas of responsibility each shall assume.

Describe how you plan to staff the facility. Provide a summary job description for each position you plan to fill, the education and experience of the individual, or individuals, you plan to staff in that position. Explain which positions will be responsible for the each of the following tasks associated with EPTV, Channel 22:

- Executive Manager
- Professional video production services
- Recordkeeping and inventory
- Equipment maintenance and engineering
- Cablecasting programming
- Social media uploading and promotion
- Teaching video and media production to others

Additional information that Providers wish to have considered such as professional awards, performance recognitions, memberships,

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

specialized training, unique experience, etc. should also be included in this section.

NOTE: Upon award of the Contract and during the term of the Contract, if the Selected Provider chooses to assign different personnel / staff members to the service / work in the capacity of Supervisor or greater, the Provider shall submit their names, qualifications and other information listed herein to the City for approval prior to that person commencing work upon the Contract.

Products / Work / Services provided under this Contract shall NOT be performed by nor delegated to any person or entity other than the Provider without the expressed written consent and authorization from the City, unless otherwise stipulated herein. Under no circumstances shall the City of East Point allow or permit the Work / Services described herein to be subcontracted or assigned without prior written consent.

Information you must include in this section:

- 1.** Submit a brief listing of other projects / contracts, major and minor, to which the Provider's personnel / staff members who are assigned to the City's Contract shall also be assigned. Detail the division of time the personnel are anticipated to devote to each of the projects / contracts to which they are assigned.
- 2.** Submit a comprehensive summary of the experience and qualifications of the individual who shall be selected to serve as the Provider's Lead / Station Manager / Project Manager / Contract Administrator for this Contract.
- 3.** Submit brief résumés for all other key personnel / staff members (Supervisors or greater) who shall have work assigned to them under the Project / Contract or have an involvement with the Project / Contract in a supervisory capacity or greater.
- 5.** Provide an organizational chart of your firm.
- 6.** Provide details regarding the size of your staff and the current availability of staff members to immediately begin working on the City's Project / Contract and devote a majority of their time to the

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

Contract / Project until it is completed.

7. Provide the names and qualifications of any outside consultants and / or associates that shall be employed or subcontracted to assist on this project in any capacity, and the approximate percentage of assistance your company anticipates them to provide in regard to this Contract.

Information you may also wish to include in this section:

1. Provide the number of supervisors / team leaders / work force members employed / staff members with your firm and the average length of time the majority of the consultants / Providers / staff members have been employed by your firm.

2. Provide more detailed educational and career information for each of the employees / staff members that shall be assigned to work on the City's contract.

3. Provide a description of the role and responsibilities each employee / staff member assigned to the project / contract shall assume.

4. Provide your specific team's experience with performing services / work for other commercial businesses or public sector entities.

5. State whether the individuals who shall be assigned to the City's project / contract have any responsibilities or areas of expertise other than those necessary to provide the services / work requested, and if so, specify those responsibilities or areas of expertise.

6. Describe your company's backup procedures in the event key personnel / staff members assigned to the City's contract should leave your firm, or be unable, for whatever reason, to perform their duties for a period of time, or be transferred or promoted to another department or division, or express a desire to be assigned to another project / contract.

• **Detailed Proposed Costs / Fee Section**

Include in your Cost Proposal any and all cost associated with providing the services requested herein. The costs provided should be the **TOTAL COST the City should anticipate paying for the services requested if your organization is the Selected Provider.**

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

Any and all costs expected to be covered by the City of East Point, Georgia, should be clearly identified by the Provider in their Cost Proposal.

- **Any and all costs for equipment and / or labor and / or materials not identified as being the responsibility of the City will be accepted by the City of East Point as part of the Provider's proposal and, as such, will be the Provider's responsibility.**

The Provider is expected to be familiar with all conditions germane to this solicitation and to have factored in any and all circumstances in their Cost Proposal calculations.

The City requests that any and all optional pricing must be separate from the main Cost Proposal and easily identifiable as Optional Pricing.

NOTE: The City shall reserve the right to enter into negotiations (to the extent allowable by the City's Municipal Code) regarding fees / costs before accepting a Provider's final offer. The City shall reserve the right to decline full acceptance of any Prospective Provider's Cost Proposal and / or the completion of all tasks outlined in any Cost Proposal, and reserves the right to accept only those elements of any Cost Proposal that the City feels are necessary to meet the City's primary objectives.

Information you must include in this section:

1. Description of and explanation of the Cost for the service requested: Prices shall include all costs associated performing the required Work / Services requested by the City as specified in this solicitation.
2. Prospective Providers must include a listing of any direct and / or indirect cost benefits to the City of East Point in the selection of their organization as the Provider for the services stipulated herein.

Information you may also wish to include in this section:

1. Describe your firm's pro-active measures in controlling the costs of Work / Services rendered for a customer and the steps your company shall take to ensure accurate billing and invoicing of any services / work performed.
- **Sample Legal Agreement or Contract**
Each Prospective Provider must provide a sample legal agreement that may be considered by the City if a determination is made to award your company the

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

Contract.

Pursuant to the **City's Municipal Code (Ord. No. 1111-95, § 1, 7-3-95)**, all City contracts for equipment, supplies, services, construction, and professional and consultant services must include provisions necessary to define the responsibilities and rights of the parties to the contract.

At the very minimum, your **Sample Legal Agreement or Contract** must contain the following clauses or include language that address the following probabilities:

- 1.** Provisions necessary to clearly define the Scope of the Work / Services and the responsibilities and rights of each of the parties to the Contract.
- 2.** The unilateral right of the City to order in writing changes in work within the Scope of the Contract;
- 3.** The unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the Scope of the Contract;
- 4.** Variations occurring between estimated quantities of work in a Contract and actual quantities of work to be performed;
- 5.** Defective pricing;
- 6.** Liquidated damages (if applicable);
- 7.** Specified excuses of delay or nonperformance;
- 8.** Termination of the Contract for default;
- 9.** Termination of the Contract, in whole or in part, for the convenience of the City;
- 10.** Suspension of work ordered by the City; and
- 11.** The requirement of the Selected Provider to submit cost or pricing justification data if any adjustment in Contract price occurs or becomes necessary during the initial term of the Contract.

Information you must include in this section:

- 1.** Sample Legal Agreement with inclusions as listed above.

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

- **Back Cover**

May be plain, decorated, opaque, translucent, plastic, cardboard, heavy-weight stock, paper, etc. The only thing the City is interested in is the fact that a back cover has been provided for the qualification.

- **Response Package Binding**

The ORIGINAL response package shall NOT be bound and should be provided to the City in an unbound, signed condition and shall be conspicuously marked "ORIGINAL". All COPIES of the response package SHALL BE IDENTICAL TO THE ORIGINAL AND SHALL BE BOUND IN A PERMANENT MANNER and shall be conspicuously marked "COPY".

The binding employed may be as complex as a glued binding or simple as a spiral binding, but it must be secure and permanent in nature.

Three-ring binders, duo-tangs, paper clips, binding clips, and staples are NOT considered permanent binding materials by the City and should NOT be employed by Prospective Providers for this purpose.

10.0 EVALUATION CRITERIA / BASIS OF AWARD

10.1 The City's evaluation and selection process shall be a qualifications-based selection process for the professional Work / Services to be rendered. Response packages shall be objectively evaluated to determine the overall best RFP conformance and the overall best-valued offering to the City for the Product / Work / Services proposed by the most responsive, responsible Provider. The City shall use some or all of the following criteria for evaluating and comparing the response packages submitted. The specific criteria listed are not necessarily all-inclusive and the order in which they appear is not intended to indicate their relative importance to one another.

Evaluation of the qualification response packages shall initially be based upon a one hundred (100) point scoring system. The scoring range for each criterion is provided below:

- The Prospective Provider's methodology and approach to the service, including their understanding of the services desired, potential for compliance with the City's requirements, responsiveness to the RFP; the thoroughness of the procedures, methods, and techniques to be utilized in the Provider's proposed process; the timeline for the Deliverables, and the willingness of the Provider to tailor their processes based upon the City's needs and input. **Total Value: 0 to 35 points**

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

- The Prospective Provider’s past performance with other municipalities. Ability and capability to perform the work; recent experience in conducting similar scope, complexity, and magnitude of services for others; the qualifications and experience of the Prospective Provider and their staff, length of time in business, and other matters related to relevant qualifications and experience. **Total Value: 0 to 35 points**
- The financial soundness of the Provider and the appropriateness and flexibility of the Prospective Provider’s pricing arrangements. **Total Value: 0 to 30 points**

10.2 In addition to the evaluation and scoring of the response packages, the City may also wish to conduct Provider interviews or to have the Providers demonstrate their capabilities through a prepared presentation. If either is employed in the evaluation process, a separate scoring system shall be assigned to this segment of the Provider’s evaluation, in which case each Provider’s overall score shall exceed the one hundred (100) points stated herein.

11.0 PRESENTATIONS AND DEMONSTRATIONS

11.1 If, in the opinion of the City of East Point, Georgia, interviews and / or presentations by Prospective Providers are desired as part of the evaluation process, the City of East Point, Georgia, shall notify the Selected Providers and shall make arrangements for such interviews and / or presentations. The Providers selected to be interviewed and / or make a presentation shall be given equal notification and shall be provided with an equal amount of time for their interview and / or presentation. The City reserves the right to present questions and / or make other inquiries of the Providers as a part of the process. All such interviews and / or presentations shall be conducted at the convenience of the City. The interviews and / or presentations shall be scored by the Evaluation Committee in a manner similar to that of the RFP response package, and the score obtained from the interviews / presentations shall be added to that of the RFP response package resulting in a possible total high score of **two hundred (200) points**.

12.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE

12.1 Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. **Responses submitted using forms or formats not included herein shall be considered “non-conforming” and “non-responsive” in nature and may be disqualified from award competition.**

12.2 PLEASE NOTE: A valid solicitation response shall consist of one (1) signed,

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

unbound original that is conspicuously marked "ORIGINAL" and six (6) permanently bound photocopies that are identical to the original and conspicuously marked "COPY". Failure to submit the RFP response in the manner specified herein or failure to enclosed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

12.3 The response must be placed in a sealed, opaque envelope/package and clearly marked as follows on the outside:

"RFP No. 2018-1650
Professional Station Management and Videography Services
RFP Due Date: 3:00 P.M., Friday, September 1, 2017"

12.4 The outside of the envelope / package must contain the **name, address and a valid contact telephone number** for the Prospective Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated "**RFP Response Enclosed**" on the outside to differentiate these parcels from those containing questions or inquiries.

12.5 All solicitation responses must be addressed / delivered to the following:

Dena Y. Ray, Contract Specialist
Contract and Procurement Division
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344
Telephone: 404.270.7138

12.6 This is a sealed Request for Proposals (RFP) solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall not be given award consideration. Any and all responses received in such a manner shall be destroyed in an unread condition by the City upon receipt. Quotations received for the services stated herein that are not supported by a formal prepared response package as stipulated herein shall not be accepted nor given award consideration by the City. Any such responses shall be destroyed, in an unread condition upon receipt.

12.7 Time is of the essence; therefore, sealed solicitation responses must be received by the City **no later than 3:00 P.M., Friday, September 1, 2017, hereafter referred to as the RFP Due Date or the Solicitation Due Date or the Proposal Due Date.**

RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART II – PROVIDER REQUIREMENTS / SCOPE OF SERVICES / PROPOSAL FORMAT

12.8 Each Prospective Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to nor delivered to another person, department or location within the City. Solicitation responses delivered to the Contracts and Procurement Department after the time and / or date specified herein shall not be opened nor given award consideration and shall be destroyed, in an unopened, unread condition by the City.

12.9 Before submitting an RFP response, Prospective Providers must ascertain that all addenda issued by the City have been received by them, and must acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Provider to assure they have received any and all addenda, and the City shall not be held responsible for any oversight and / or omission. Responses that are prepared and submitted by Prospective Providers without benefit of the data contained in any and all issued addenda shall be considered “non-conforming” and / or “non-responsive” and shall not be given award consideration.

12.10 Please refer to the City’s Invitation to Participate and the City’s Solicitation Terms and Conditions for other information relevant to the submittal of an RFP response.

END OF PART II – REQUIRED PROPOSAL FORMAT / HOW TO SUBMIT A RESPONSE

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RFP No. 2018-1650
CONTRACT FOR PROFESSIONAL STATION MANAGEMENT AND VIDEOGRAPHY
SERVICES FOR THE CITY OF EAST POINT

PART III – PROVIDER’S CONTACT SHEET

I certify that I am an officer / authorized representative of the firm listed hereon and that the information and offerings provided in this solicitation response accurately represent the capabilities of my firm in regards to providing the services and / or goods indicated. The City of East Point, Georgia, is hereby authorized to request any officer and / or reference identified in this response package to furnish any information that may be deemed pertinent or necessary to verify and / or confirm information provided by me or in regard to the reputation and / or capabilities of my firm to perform the services requested. I hereby bind my firm and on their behalf agree to furnish the services and / or goods as specified herein for the term and at the prices agreed upon in negotiations with the City. I hereby attest I have read the solicitation documents, including all attachments, and believe I fully understand the City’s requirements and needs.

My / Our company is a: Sole Proprietor Corporation Partnership Joint Venture

Company Name: _____

Address: _____

Address: _____

City / Federal / Zip: _____

Federal ID Number: _____

Telephone Number: _____

Fax Number: _____

Web Address, if any: _____

Name: _____

Title: _____

Email Address: _____

Cell Phone Number: _____

Signature: _____

Date: _____

This page must be completed and should be the first page of each and every response included in a submittal. A valid submittal shall consist of one (1) signed, unbound original conspicuously marked "ORIGINAL" and six (6) permanently bound photocopies that are identical to the original and are conspicuously marked "COPY".

Failure to submit the Request for Proposal (RFP) response in the manner detailed stated herein or failure to enclose additional requested documentation, if any, may result in the disqualification of your submission.