

**PUBLIC NOTICE
REQUEST FOR PROPOSAL**

JOSEPHINE COUNTY, OREGON will accept sealed proposals for Public, Educational, and Government (PEG) Access services until 4:00 p.m. on Friday, September 15, 2006, at Room 154, 500 N.W. 6th Street, Grants Pass, OR 97526. There will be no formal opening of the Proposals.

Josephine County is requesting a Request for Proposal from Provider firms to perform professional and technical assistance in cable casting activities, including training and education, on public access channels beginning November 1, 2006 to June 30, 2007, and for fiscal years 2008, and 2009.

A copy of the Request for Proposal document may be examined or obtained at the Board of County Commission Office, Josephine County, Room 154, 500 N.W. 6th Street, Grants Pass, OR 97526, or by calling (541) 474-5221 or by going to the Josephine County website www.co.josephine.or.us.

Josephine County reserves the right to reject any or all proposals or to waive any specification or requirement when determined to be in the best interest of the County. Josephine County may choose to reject any proposal not in compliance with all prescribed public bidding procedures and requirements, to further negotiate all terms, including prices, and to withdraw this Request for Proposal at any time at the sole discretion of the County.

Proposals complying with the County's RFP should be submitted to the Board of County Commission at the above address.

PUBLISH:
Grants Pass Daily Courier August 23, 2006
Medford Mail Tribune: August 25, 2006

Please return affidavit and billing to:
Josephine County
Finance Division
Room 158
500 N.W. 6th Street
Grants Pass, OR 97526

JOSEPHINE COUNTY
PUBLIC, EDUCATIONAL, AND
GOVERNMENT (PEG) ACCESS
REQUEST FOR PROPOSAL



INTRODUCTION

Josephine County is requesting a Request for Proposal from Provider firms to perform professional and technical assistance in cable casting activities, including training and education, on public access channels beginning November 1, 2006, and for fiscal years 2008, and 2009, as indicated later in this Request for Proposal.

The County receives franchise fees and public, educational, and governmental fees to provide access to citizens of televised programming relevant to the County.

Josephine County is asking for a “Request for Proposal” that meets the objectives and scope of work as listed below:

OBJECTIVES:

- Provide training, education and outreach to residents and organizations from all areas of the County to enable them to use communication tools to effectively convey their messages;
- Cablecast PEG Access Programming over cable channels and interconnect facilities made available to the Provider for its use;
- Allocate resources in a way which addresses County-wide needs and interests, and fosters a diversity of Programming.;
- Maintain policies and procedures to ensure the public will have fair and equitable access to and use of the Public Access facilities and services;
- Produce Programming in partnership with County and other governmental and quasi-governmental units, in order to promote civic dialogue on issues of importance to community members and their governments;
- Produce Programming in partnership with Educational Institutions in order to support local educational goals;
- Pursue new opportunities for Programming distribution on alternative platforms including, but not limited to Internet-based distribution;

- Work with other organizations to build community media capacity throughout the County; and,
- Maintain generally accepted accounting, budgeting, and business systems and practices for the operation, protection, investment, oversight and management of the resources provided by the County to the Provider.

SCOPE OF WORK

1. Develop and maintain a manual setting forth policies and procedures which include non-discriminatory practices for the public to use and have access to resources designated for Public Access purposes;
2. Manage the transmission of Programming on cable channels identified as Public Access channels in the Franchises. The Provider shall schedule Programming on such channels in accordance with the policies and procedures in accordance with applicable law. Provider shall also serve as the point of origination for Public Access channels;
3. Establish and maintain an accessible and available Public Access site for production and training;
4. Produce Programming as directed by the office of the Board of County Commissioners. Programming produced by the Provider for the County shall be of a quality generally consistent with industrial video production in the community, subject to the inherent limitations of the facilities reasonably available to Provider;
5. Manage the transmission of Programming on cable channels identified as Government Access channels in the franchises. Provider shall have scheduling control over Government Access channels. Provider shall also serve as the point of origination for Government Access channels;
6. Cablecast gavel-to-gavel meetings of Board of County Commissioners, Planning Commission, Budget Committee, Land Use Hearings and any other related governmental meetings on the Government Access channel (a maximum of 200 hours per year);
7. Provider shall manage the video production facilities and maintain the equipment at the Anne Basker Auditorium and equipment provided to Rogue Community College for public access;
8. Produce Programming in cooperation with Educational Institutions in a way which supports local educational goals and does not duplicate Programming efforts of other Educational Access providers in the County;
9. Provide Programming production and media literacy instruction on the effective use of Programming to County residents and community organizations which serve the County, taking into account the public's expertise, needs and schedule requirements;

10. Conduct outreach to the public and segments of the public in a way which encourages a diversity of Programming to meet Community Needs;
11. Manage the transmission of Programming from origination sites provided under the Franchises;
12. Cablecast and maintain government and community bulletin boards when public meetings are not shown on the Access channel, including updating information on a weekly basis;
13. Advertise the programming schedule on the bulletin boards.
14. Provide technical expertise and training to the County to assist with the use of audio visual and power point equipment at Anne Basker Auditorium when meetings are not cablecast.
15. Record and retain one master video copy of each televised County public meeting as a public record, provide two copies to the Josephine County Commissioners' Office for public record and public view and provide copies to the public for a reasonable fee.

REPORTS

- Provide monthly detailed report on televised programming.
- Provide monthly detail of training provided and equipment available for public use.
- Provide quarterly reports of monies expended to provide the "Scope of Work".
- Provide annual report which includes budget, programming provided, public education, and any other indicators of services provided.

REQUEST FOR PROPOSAL CONTENT

The intent of this request is to invite qualified Providers, who have proven and demonstrated qualifications, to submit their proposals to fulfill the Public Access needs of Josephine County.

The "Request for Proposal" shall include experience and qualifications in the following format:

- Describe background, location and size of the Provider and the types of services the Provider is qualified to perform in order to meet the Objectives and Scope of Work as listed.

- Indicate the number of staff available to perform the services and attach a copy of his/her resume describing governmental public access experience, education, certificates and special skills.
- Provide a list of current and recent clients, including services performed, and number of years providing said services.
- Provide a list of three (3) clients who may be contacted for references along with contact names and phone numbers/email addresses.
- Attach a signed “Reference Release Form” (Exhibit A). (One for each reference)
- Provide a list of Facilities and Equipment available for your use as the Provider of Services.
- Include any other information you consider pertinent.

COST PROPOSAL:

- Provide the cost to perform said services beginning November 1, 2006 to June 30, 2007, and estimated cost for fiscal years ending June 30, 2008 and 2009.
- List the “Scope of Work” items by number (1 – 15) that would be provided under the cost proposal.
- Provide a cost proposal based on a flat rate fee for services and as an hourly rate with a “not to exceed” amount based on the “Scope of Work”. Give reasons why the compensation method would be beneficial to the County. List proposed capital costs as a separate cost item.
- Indicate the estimated number of hours to be spent providing services as outlined in the “Scope of Work”.

SELECTION PROCESS

- Proposals submitted by the deadline will be evaluated in accordance with the procedures stated in this section.
- The selection process and contract shall be in accordance with and will be subject to the provisions contained in the Josephine County Contracting Rules and Procedures, and all applicable federal, state, and county laws, ordinances, codes, regulations, administrative

rules, policies and the provisions of this RFP. ORS 279B.100 permits a public contracting agency to cancel or reject any or all bids, proposals or other procurements when it is in the best interests of the public contracting agency to do so. The public contracting agency is not liable to any provider or Provider for any costs incurred by the provider or Provider in the course of preparing the proposal or bid, and will not reimburse any such expenses without regard to whether the proposal or bid is accepted or rejected.

- Due to limited resources, the County will not completely review or analyze proposals which on their face fail to comply with the requirements of this RFP or which clearly are not the best proposals or are considered to be non-competitive. Therefore, neither the return of a proposal, nor acknowledgment that the selection is complete, shall operate as a representation by the County that an unsuccessful proposal was or was not complete, sufficient, or lawful in any respect.
- Proposals that do not contain all information required by this RFP or are otherwise non-responsive may be rejected. The County reserves the right to waive irregularities or deficiencies in a proposal if the County determines that such waiver is in the best interest of the County.
- The apparent selected provider may be required to review its proposal with the County. The County reserves the right to require any clarifications or alterations it deems necessary in the provider’s proposal that will clarify the provider’s approach to the Scope of Services and the County’s needs and expectations. This review and any changes will be made prior to contract execution and will become part of the final contract.
- The County reserves the right to make any investigation it deems appropriate to determine whether a provider is qualified to provide services. The County may request supplemental written information from a provider concerning the provider’s ability to perform the services. If a provider fails to provide supplemental information within the time stated in the request, the County may refuse to consider the provider’s submittal.
- The Josephine County Board of Commissioners will review the qualifications and evaluate the proposals, which will be weighted as follows:

1.	Overall related experience	25 %
2.	References.	25 %
3.	Working knowledge and experience in public access television & willingness to work on an ongoing basis with County.	25 %
4.	Fee Proposal.	25%
		100 %

- Josephine County reserves the right to negotiate with and/or award a contract to other providers that are sequentially ranked by the Josephine County Board of Commissioners in the event that the County is unable to negotiate a contract with the selected provider.
- The Chief Financial Officer shall review the RFP submissions for completeness and submit all complete RFP's to the Josephine County Board of Commissioners. The Board of County Commissioners will make the final decision on the selection of the best proposal. After that selection, the County Legal Council will negotiate contract terms with the selected provider.
- The County may award a contract to the Provider whose proposal would be most advantageous to the County.
- The provider(s) selected will be invited to enter into a contract with the County, which will include the general conditions and performance and service standards contained in this RFP. A contract may start as soon after the contract document is executed as is agreeable with both parties. The provider(s) selected will be required to provide proof of insurance as required in this RFP.
- The provider may elect to begin work prior to the expiration of the protest period if the provider agrees that the agreement is subject to rescission if a protest is filed and is successful.

CONTRACT TERMS

Contract terms will include the following:

- Insurance Coverage: Prior to commencing work, Contractor shall provide and maintain for the duration of the contract at the contractor's own cost and expense, the following insurance:
- Workers' Compensation Insurance as required by Oregon law.
- General Liability Insurance with minimum limits of liability, per occurrence, of \$1,000,000 for bodily injury and \$1,000,000 for property damage.
- Automobile Liability Insurance with minimum limits of liability, per occurrence, of \$1,000,000 for bodily injury and \$1,000,000 for property damage.
- Professional Liability Insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts of Contractor, of not less than \$1,000,000 per person per incident.
- Insurance Policies: All insurance policies must name Josephine County as an additionally named insured and must be through an insurance company licensed in the State of Oregon. The insurance policy shall provide that "Josephine County" shall

include all authorities, boards, bureaus, commissions, divisions, departments, districts, and offices of Josephine County and the individual members, employees and Providers thereof in their official capacities.

- **Certificates of Insurance:** All insurance policies shall be evidenced by Certificates of Insurance which shall be delivered to County prior to commencing services or work under this Contract. Each certificate or policy shall require that, thirty (30) days prior to cancellation or material change in the policies notice of cancellation or material change must be given to the County by first class mail and/or fax transmission. All such notices shall name the Contractor and identify the contract number.
- **Hold Harmless:** The Provider shall hold harmless, defend and indemnify the County and the County's officers, Providers, and employees against liability that may be imposed upon them by reason of the Provider's failure to provide workers' compensation coverage or liability coverage.
- Notwithstanding any other terms included in the final contract between Josephine County and the Provider(s) in the event that Josephine County finds that insufficient funds are available for allocation to the expenses related to this RFP or any resulting contracts, Josephine County may, in the County's own and sole discretion, terminate any contracts by providing written notice to Provider ten days before the effective date of the termination.
- In the case of any questions or doubts as to the nature or extent of services to be provided to County by Provider, the decision of Josephine County shall be final and binding upon the parties.

PROTEST OF AWARD

Procedure: Any provider who objects to the award of the contract must file a written protest, specifying the grounds upon which the protest is based, to the Board of County Commissioners within seven (7) days after the provider receives notice of the award. A provider who fails to file a protest within that time will be deemed to waive any claim that the award of the contract violates any provision of federal, state or local procurement laws, rules or regulations or the provisions of this RFP. If practicable, the Board of Commissioners will respond in writing to any timely protest within ten (10) days after the protest is filed. Address all protests to: Josephine County Board of Commissioners, Courthouse, Room 154, Grants Pass, OR 97526.

RESERVATION OF RIGHTS:

Josephine County reserves the right to (a) amend this RFP; (b) to extend the deadline for submitting proposals; (c) to waive minor irregularities, informalities, or failures to conform to the RFP, if the County determines that such waiver is in the best interest of the County, (d) to award one or more contracts, by item or task, or groups of items or tasks, if so provided in this RFP and if multiple awards are determined by Josephine County to be in the public interest; and

(e) to reject, for good cause and without liability therefore, any and all proposals and to cancel this procurement at any time, in accordance with ORS 279B.100, if such cancellation is deemed appropriate.

ADDITIONAL INFORMATION

- Confidentiality of Information: All information and data furnished to the providers by the County, and all other documents to which the Providers' employees have access during the term of the contract, shall be treated as confidential to the County to the extent allowable by law. Any oral or written disclosure to unauthorized individuals other than that required by law is prohibited.
- Nondiscrimination and Affirmative Action Program: The County is an equal opportunity employer and requires all Providers to comply with policies and regulations concerning equal opportunity. The Provider, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, color, national origin, ancestry, sex age, martial status, sexual orientation, source of income, mental or physical disability, or political affiliation.
- Provider shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under the Contract.

MISCELLANEOUS PROVISIONS

- Providers may request, in writing, clarification of the terms of this RFP by submitting the written request for clarification to the County's designated contact person, Rosemary Padgett, Chief Financial Officer no later than fifteen days before the due date for proposals. Clarification will be provided in writing within five days of the receipt by County of the written request.
- No contract resulting from this RFP, nor any of the rights, duties, obligations, or privileges relating to such contract may be assigned, delegated or otherwise transferred by the selected Provider without the express written consent of the County. Consent for such assignment or transfer shall be in the sole discretion of the County.
- By submitting a proposal in response to this RFP, each provider certifies that the provider is acting on its own behalf; that the proposal is made in good faith and without fraud, collusion, or any connection with any other provider; that the provider is competing solely on its own behalf and not on behalf of any other entity; that no officer, employee or Provider of Josephine County has any pecuniary interest in the proposal or in provider's firm, business or affairs.
- Beginning with the date of issuance of this RFP, providers and others acting on behalf or in the interests of providers shall not have any direct or indirect contact with the Josephine County Board of Commissioners, County staff or others with the purpose of promoting their proposal. Violation of this provision is valid ground for disqualification

and rejection of the proposal and may result in debarment from qualification to participate in future County contracts.

- Any publicity regarding this RFP and the resulting proposals, whether in the form of press releases, brochures, public announcements, photographic or video coverage, or any other type, shall be with the specific prior approval of the County.
- In the event that Josephine County finds that insufficient funds are available for allocation to the expenses related to this RFP or any resulting contracts, Josephine County may, in the County's own and sole discretion, terminate any contracts by providing written notice to Provider ten days before the effective date of the termination.
- In the case of any questions or doubts as to the nature or extent of services to be provided to County by Provider, the decision of Josephine County shall be final and binding upon the parties.
- Provider agrees to comply with all state, federal and county laws, rules, and ordinances. This RFP is not a contract, nor does the submission of a proposal create a contractual relationship. County and the selected provider shall negotiate the terms of any contract to be awarded as a result of a proposal submitted in response to this RFP.

SCHEDULE OF EVENTS:

A.	Date of Advertisement and Issuance of RFP	August 23 & 25, 2006
B.	Deadline for requesting changes in or clarifications of RFP provisions	August 31, 2006
C.	Deadline for submitting proposals.	September 15, 2006
D.	Anticipated period for evaluating proposals.	September 16 – September 25, 2006
E.	Anticipated date for announcing the tentative contract award	September 28, 2006
F.	Deadline for submitting protests of the selection process	October 5, 2006
G.	Anticipated date of contract execution and commencement of contract performance.	November 1, 2006

SUBMITTAL AND DEADLINE

- Each responding Provider must submit five (5) copies of the “Request for Proposal” in a sealed envelope bearing on the outside:

- The name of the Provider;
 - Full address of Provider;
 - “Request for Proposal for Josephine County PEG Access”
- If forwarded by mail, the sealed envelope containing the submittal must be enclosed in another envelope addressed to: PEG RFP, Board of County Commission, Josephine County, Room 154, 500 NW 6th St, Grants Pass OR 97526
 - There will be no formal opening of the “Request for Proposal” and no guarantee that the County will enter into an agreement with any provider of the above. All responses must be received at the above address by 4:00 p.m., Friday, September 15, 2006. Facsimile and electronic (email) submissions will not be accepted. Any and all late responses will be returned to the submitting Provider unopened.

DEFINITIONS:

- “Access” means the availability for use of a cable system by various agencies, institutions, organizations, groups and individuals in the community to acquire, create, and distribute Non-Commercial Programming not under the cable company's editorial control;
- “Public Access” means Access, on a nondiscriminatory basis, for organizations, groups or individual members of the general public to have editorial control over their Programming;
- “Educational Access” means Access where schools are the primary or designated Programmers or users having editorial control over their Programming;
- “Government Access” means Access where governmental institutions are the primary or designated Programmers or users having editorial control over their Programming; and;
- “PEG Access” means Public Access, Educational Access, and Government Access, collectively.
- “Cable Services” shall have the meaning provided under Federal law and regulations.
- “Capital” means the expenditure of funds for products or other resources, whose useful life can be expected to exceed a period of one year or longer and has a value of \$5,000 or more.
- “Educational Institution” means any local educational institution, including primary and secondary schools, community colleges, colleges, universities and extension centers, and

all similarly situated private and parochial educational institutions which have received the appropriate accreditation from the State of Oregon and, where required, from other authorized accrediting agencies.

- “Fiscal Year” means the period consisting of a full year, beginning July 1 and ending June 30.
- “Provider” means the Firm and/or individual that would provide the services as outlined in the “Objectives” and “Scope of Work.”
- “Programming” means the process of causing television programs or other patterns of Signals to be transmitted on a cable system, and includes all programs or patterns of Signals transmitted or capable of being transmitted, on the Cable System.
- “Residential Subscriber” means any Person who is receiving any Cable Services delivered to single or multiple dwelling units provided by any company franchised or contracted by the County to use the public rights of way to provide Cable Services.

**JOSEPHINE COUNTY
PUBLIC, EDUCATIONAL, AND
GOVERNMENT (PEG) ACCESS
REQUEST FOR PROPOSAL**

**Exhibit A
Reference Release Form**

I, the undersigned, authorize the following reference _____
to release information to Josephine County concerning services performed, number of
years of service, timely performance of services, facilities/equipment available to perform
the services, and any other information necessary to demonstrate the ability to provide
services and/or training in the area of public access television.

Provider (as listed on the RFP) Date