



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Finance Division for Education Division

DATE: August 31, 2005

SUBJECT/PURPOSE OF MEMO: ADDENDUM NO. 2 TO REQUEST FOR PROPOSALS
For intermittent, ongoing Video Production Services

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals (“RFP”):

Project Title: Video Production Services
RFP Number: AOC Ed Tech 7

DEADLINE: **Proposals must be received by 5 p.m. on September 12, 2005**

SUBMISSION OF PROPOSAL: **Judicial Council of California**
Administrative Office of the Courts (AOC)
Attn: Nadine McFadden
455 Golden Gate Avenue
San Francisco, CA 94102

CONTACT FOR FURTHER INFORMATION:	NAME:	TEL:	FAX:	E-MAIL:
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CONTRACTING OFFICER:	NAME:	TEL:	FAX:	E-MAIL:
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The AOC hereby revises the solicitation as set forth under Parts I, II, and III, herein. Underlined items are additions to RFP requirements and strike-through items are deletions to RFP requirements.



PART I. Per this Addendum No. 2, RFP No. AOC Ed Tech 7, Video Production Services, is hereby revised as follows:

3.3 General Description of Work

The service provider shall work with the AOC to provide production services for TV Broadcasts and video productions. Since the AOC will contract with the vendor on an as-needed basis, the Fee Proposal (Attachment C) should include fees and/or costs for any of these different types of work, for different tiers of work, and for evening, weekday and weekend hours. The AOC anticipates the majority of potential projects would be in the San Francisco bay area.

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3.4 Specific Services and Deliverables

This information is included to enable bidders to visualize the final form of the requested services and deliverables so that they can better estimate what resources will be required to produce them. *This is not intended to be the complete list for your Fee Proposal. Please ensure that you include all other potential costs in your Fee Proposal. Per Section 5 of this RFP, please note that service costs indicated in the fee proposal must be inclusive of all supplies, personnel, materials, computer support, travel, lodging, per diem, and overhead rates.*

Service provider may be called upon to provide any, some, or all of the following services:

This work/equipment is likely to entail:

- Studio camera rental (may have to match with existing Sony DXC D35s);
- Field camera rental;
- Teleprompter rental;
- Studio and audio equipment rental;
- Field audio equipment rental;
- Studio rental;
- Studio camera operation;
- Teleprompter operation;
- Audio board operation;

- Switcher operation;
- Floor manager duties;
- Engineering duties;
- A guaranteed response time for technicians for various different types of service;
- The assignment of specific staff to the facility/account, so they become acquainted with the systems and equipment;
- ~~Emergency service provided at short notice;~~
- Evening, weekday, weekend, or holiday work;
- Create full scale production including field production, multi-camera studio production, live multi-camera broadcast mix with actors, technicians, producer and director;
- Produce location ENG style production;
- Produce multi-camera live broadcast television production or to tape in the AOC studio using state owned equipment (per section 3.5);
- Ala carte equipment & technicians to work on AOC directed productions; and/or
- Technician only.

We realize that a production is impossible to bid not knowing what the final production is supposed to be, what we are looking for is a “menu” of items (including costs) from which we can choose depending on the specific needs of the moment.

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4.7 Personnel

- 4.7.1 Provide resumes describing the background and experience of key staff, as well as each individual’s ability and experience in conducting the proposed activities. Please provide these in electronic format as well as in writing, preferably MS Word, as they will be incorporated into the Master Agreement.
- 4.7.2 List the total number of employees, by function, who spend at least fifty percent of their time involved with video projects you have on staff (Producers, Directors, Editors, Graphic Artists, etc.).
- 4.7.3 Describe your staff’s training, experience, and background as it relates to the video production process.

- 4.7.4 Indicate which development functions, if any, are outsourced to a third party or off-shore development team? Describe in detail, what parts are outsourced, to whom, the relationship to this group/company, and the process you follow to ensure quality.
- 4.7.5 Do you have dedicated resources or shared resources on projects? If shared, how are your projects prioritized to minimize impact on timelines and deliverables?
- 4.7.6 Explain measures set in place if your organization has personnel crunches.
- 4.7.7 Demonstrate capacity to produce video/broadcast projects in the San Francisco bay area.
- 4.7.8 Indicate capacity to produce video/broadcast projects in California locations other than the San Francisco bay area.

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## 5.0 FEE PROPOSAL

The proposal should include the service provider's proposed fee schedule. Please see Attachment C, Fee Proposal; the items listed in this form must be used to proposed, along with a pricing list for the potential charges ~~the pricing structure~~ of this effort, and submitted as a part of your proposal. All items on this form will be used for evaluation purposes (see section 8.d. below); if awarded a Master Agreement pursuant to this RFP, the pricing proposed in Attachment C, as well as any additional pricing proposed, will become part of the Master Agreement.

It is expected that all service providers responding to this RFP will offer the service provider's government or comparable favorable rates.

The rates included in the fee proposal schedule for these services should be ~~show all~~ costs, inclusive of personnel, materials, computer support, travel, lodging, per diem, indirect and overhead rates and profit, and any subcontractor rate must be provided with identified mark-up rate. The method of payment to the service provider will be by cost reimbursement in most cases, and by firm fixed price in others.

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6.0 RIGHTS

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.

Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery. The service provider may send the AOC an advance copy by facsimile to the Project Manager at the fax number listed in Section 7.0, below.

However, sending an advance copy by fax does not satisfy the submission requirements of paragraph 4.2.

The AOC anticipates awarding multiple, non-exclusive master agreements pursuant to this RFP. The AOC does not guarantee that a contractor will receive a specific volume of work, a specific total contract amount, or a specific order value under any master agreement executed pursuant to this RFP. Additionally, there will be no limit on the number of orders the AOC may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

~~In the event that there are multiple awards, Work Orders issued under the Master Agreement will be awarded per the following criteria~~

- ~~1) Availability of vendor within the given timeframe~~
- ~~2) Previous experience with similar projects~~
- ~~3) Evaluation of previous work projects.~~

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## 8.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC using the following criteria, based upon the weighting identified for each criterion:

- a. 30% - Experience on similar video and broadcast TV projects described per RFP sections 4.3 and 4.9, and company organization described per RFP section 4.6.
- b. 20% - Quality of submitted video production methodology, described per RFP section 4.8 and proposal organization per RFP sections 4.1, 4.2, and 4.5.
- c. 20% - Locations and credentials of staff to be assigned to AOC projects, described per RFP section 4.7.
- d. 20% - Reasonableness of Fee Proposal (completion of Attachment C) per RFP section 5.0.
- e. 10% - References, described per RFP section 4.4.

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### **PART II. Per this Addendum No. 2, Attachment A, Master Agreement Terms and Conditions, to RFP No. AOC Ed Tech 7, Video Production Services, is hereby revised as follows:**

Under Special Provisions section, Paragraph 18, Insurance Requirements, is modified as follows:

- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:

- i. In the event Contractor has employees: Workers' Compensation at statutory requirements of the State of residency.
- ii. In the event Contractor has employees: Employers' Liability with limits not less than \$1,000,000.00 for each accident.
- iii. Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, with aggregate limits at \$2,000,000.00.
- iv. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- v. ~~Professional Liability: Errors and Omissions; \$1,000,000.00 single occurrence and \$2,000,000.00 aggregate limit.~~

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Under Payment Provisions section, Paragraph 1, Compensation for Contract Work, is modified as follows:

- ~~E. The Contractor shall not charge nor shall the State pay any overtime rate.~~

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Under Payment Provisions section, new Paragraph 8, Retention on Progress Payments, added as follows:

8. Retention on Progress Payments

Progress payments towards payment of fixed price or lump sum amounts are permitted for Work performed under this Contract. Ten percent (10%) of the invoiced amount of fixed price or lump sum amounts shall be withheld pending receipt and Acceptance of the Work of a Work Order. Such retained amount shall be held by the State and only released to the Contractor upon the State's determination that the Contractor has satisfactorily completed the Work of the Work Order. If it is determined that an amount is withheld, it shall be released pending final completion of the Work Order.

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Under Work Order Administration section, Paragraph 2, General Description of Work, Subparagraph D, is modified as follows:

- i. This Work/equipment is likely to entail:
- Studio camera rental (may have to match with existing Sony DXC D35s);
 - Field camera rental;
 - Teleprompter rental;
 - Studio and audio equipment rental;
 - Field audio equipment rental;
 - Studio rental;
 - Studio camera operation;
 - Teleprompter operation;
 - Audio board operation;
 - Switcher operation;
 - Floor manager duties;
 - Engineering duties;
 - A guaranteed response time for technicians for various different types of service;
 - The assignment of specific staff to the facility/account, so they become acquainted with the systems and equipment;
 - ~~• Emergency service provided at short notice;~~
 - Evening, weekday, weekend, or holiday work;
 - Create full scale production including field production, multi-camera studio production, live multi-camera broadcast mix with actors, technicians, producer and director;
 - Produce location ENG style production;
 - Produce multi-camera live broadcast television production or to tape in the AOC studio using state owned equipment;
 - Ala carte equipment & technicians to work on AOC directed productions; and/or
 - Technician only.

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Under Work Order Administration section, Paragraph 3, Contractor’s Responsibilities, is modified as follows:

- ~~D. If assigned Work under this Agreement via any Work Order, the Contractor’s Graphic Artist will have the following responsibilities under this Contract:~~
  - ~~i. Create custom graphics, sketches, illustrations, and photographs.~~
  - ~~ii. Identify existing art resources.~~
  - ~~iii. Digitize, reformat artwork for video.~~
  - ~~iv. Collaborate with producers and directors for creation of most effective video presentation.~~

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Under Work Order Administration section, Paragraph 5, Work Order Process, is modified as follows:

- A. For each individual Work Order, the State’s Project Manager, or a designated State’s Work Order Project Manager, may request the Contractor to provide Key Personnel, other staff, Subcontractors, and/or other items to perform certain Work pursuant to this Agreement. Such a Work request will describe the nature and extent of the proposed project, its scope, preliminary schedule, and rough order of magnitude of individual components, plus identify the evaluation criteria and submittal information necessary for the State to award the selected firm a Work Order for the Project.

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PART III. Per this Addendum No. 2, Attachment C, Fee Proposal, to RFP No. AOC Ed Tech 7, Video Production Services, is hereby revised as follows:

FEE PROPOSAL

The list of potential costs set forth below is not intended to be exhaustive of all possible charges. Please be sure to review carefully the potential work and systems in Section 3.05 of RFP, and to include a pricing list of the all-potential costs that could be incurred by the AOC if it enters into an agreement for your services. Pricing should be inclusive of indirect and overhead rates and profit, and any mark-up rate for subcontractors. ~~If the form below does not leave enough space to describe the costs and services, please include a separate form that clearly references the questions below.~~ From the pricing list submitted in the proposal, however, only the items in this list, below, will be used to evaluate reasonableness of the cost proposal, in accordance with item d of Section 8.0, Evaluation of Proposals.

SAMPLE COST BREAKDOWN*

<i>Item No.</i>	<i>Description</i>	<i>Itemized Rate</i>	<i>Weekend Rate</i>
101	Project Manager	\$xx.xx/hour	\$xx.xx/hour
102	Producer	\$xx.xx/hour	\$xx.xx/hour
103	Director	\$xx.xx/hour	\$xx.xx/hour
104	Scriptwriter	\$xx.xx/hour	\$xx.xx/hour
	Estimated Production Management sub-total:		\$XX.XX
201	Location Production Crew & Equipment Camera operator	\$xx.xx/hour	\$xx.xx/hour
202	Studio Production Crew & Equipment Lighting director	\$xx.xx/hour	\$xx.xx/hour
203	Professional Talent Teleprompter operator	\$xx.xx/hour	\$xx.xx/hour
204	Tape Stock Grip	\$xx.xx/unit/hour	\$xx.xx/hour
205	Expendables	xx.xx/unit	xx.xx
	Estimated Production sub-total:		\$XX.XX
301	Window Dubs	\$xx.xx/hour	\$xx.xx/hour
302	Tape Logging	\$xx.xx/hour	\$xx.xx/hour
303	Rough-Cut Editing	\$xx.xx/hour	\$xx.xx/hour
304	Visual Effects/Graphics/Titles	\$xx.xx/hour	\$xx.xx/hour
305	Music Fee	xx.xx/each	xx.xx/each
306305	Final Editing & Sound Mix	\$xx.xx/hour	\$xx.xx/hour
	Estimated Post Production sub-total:		\$XX.XX
401	Insurance	\$xx.xx	
402	Bonding	xx.xx	
403	Shipping	xx.xx	

<i>Item No.</i>	<i>Description</i>	<i>Itemized Rate</i>	<i>Weekend Rate</i>
404	Duplication	—xx.xx	
	—Estimated Administration sub-total:		\$\$\$XX.XX
	—Total Tax:		\$\$\$XX.XX
	Estimated Grand Total:		\$\$\$XX.XX

~~*Please note: This document is not intended to represent a complete list of potential cost elements. Besides Attachment C, above, include in your cost proposal the breakdown of all other possible cost elements for this project. However, only the items listed above will be used to evaluate the proposal.~~

END OF ADDENDUM

