

## REQUEST FOR PROPOSALS

CITY OF PITTSBURGH  
Commission on Human Relations (CHR)

CHR Information Video & Fair Housing  
Public Service Announcements (PSAs)



Honorable Luke Ravenstahl, Mayor

March 18, 2013  
Commission on Human Relations

## REQUEST FOR PROPOSALS (RFP)

City of Pittsburgh Commission on Human Relations  
Information Video and Public Service Announcements (PSAs)

The City of Pittsburgh Commission on Human Relations is accepting proposals for a contract to perform certain professional services work for the City involving video production for a series of Fair Housing PSAs (approximately four to six, 30-second videos) and an informational video about the Commission on Human Relations between four and seven minutes in length. Attached is information for submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contractual agreement.

**Sealed proposals (three hard copies and one digital copy) must be received no later than noon April 22, 2013. Postmarks are not sufficient. Proposals by fax or email are not acceptable.**

Any questions related to the proposal must be received in writing by April 15, 2012. All questions will be documented; both questions and answers will be available to the public online at [www.pittsburghpa.gov/chr](http://www.pittsburghpa.gov/chr).

Contact person for all queries and for receipt of proposals:

Sarah Kinter, Commission Representative  
Pittsburgh Commission on Human Relations  
908 City-County Building  
414 Grant Street,  
Pittsburgh, PA 15219

412 255-2600  
412 255-2288 (FAX)  
[human.relations@pittsburghpa.gov](mailto:human.relations@pittsburghpa.gov)

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City of Pittsburgh Commission on Human Relations

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NOTE: In this document the term "Consultant" shall mean the person or firm making a proposal based on this RFP. The term "Consultant" and the term "firm" are used interchangeably.

## **SECTION 1. BACKGROUND**

The City of Pittsburgh Commission on Human Relations (CHR) is seeking proposals to provide video production services in order to inform the public about Fair Housing Rights and the work of CHR. The CHR is the official anti-discrimination agency for the City of Pittsburgh and is tasked with investigating complaints of discrimination in housing, employment and public accommodations arising within the territorial limits of the city. The CHR enforces the City of Pittsburgh City Code, Chapters 651-659, which prohibits the refusal to sell, rent to, negotiate or otherwise deal with a person seeking a dwelling because of their protected class (race, ancestry, ethnicity, color, religion, sex, sexual orientation, national origin, familial status, or disability) and is the substantial equivalent to the federal Fair Housing Act.

The production would include the completion of:

1. A *Fair Housing Choice* Public Service Announcement (PSA) series highlighting protected classes. PSAs generally run 15- to 30-seconds in length.
2. A short, 4 to 6-minute video about the Commission on Human Relations, which will be used for outreach purposes.

Consultants are needed to provide:

- Filming in a Studio provided by the Consultant
- On-line editing
- Stocking of tape/disc
- Video compression

## SECTION 2. REQUIREMENTS

### A. General

All proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.

All proposals shall remain effective subject to City review and approval, for a period of ninety (90) days from the deadline for submitting proposals.

If only one proposal is received by the City, the City may initiate negotiations with the firm submitting the proposal or seek additional proposals on an informal or formal basis during the ninety (90) day period that proposals must remain effective.

The proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high quality plan at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed, at minimum, must accomplish the goals and work outlined below.

The City reserves and may exercise the following rights and options with respect to this selection process:

- (1) To reject any and all proposals and reissue the RFP at any time prior to execution of a final contract, if, in the City's opinion, it is in the City's best interest to do so.
- (2) To supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more responders for negotiation and to cancel this RFP with or without issuing another RFP.
- (3) To reject the proposal of any responder who, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable or is otherwise not a responsible responder.
- (4) To reject as informal or non-responsive, any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditional in any way, or deviates from the mandated requirements of the RFP.
- (5) To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal.

### B. Conflict of Interest

Responder, by submission of a proposal to this RFP, agrees that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this RFP.

C. Scope of Services

City hereby engages Consultant as an independent Consultant to solely perform the following described work, and Consultant hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically Consultant will perform the services outlines below.

The following are tasks within the process are required to be completed by the Consultant:

1. **Scripting of the PSA series and informational video** (with input from CHR)
2. **Shooting in a Studio provided by the Consultant**
3. **On-Line Editing** (editing character generation, simple graphics, and mastering to video and DAT tape)
4. **Tape/Disc Stock** (video shooting stock, master stock, DAT back-up)
5. **Video Compression** (compression of video to WMV and MPEG-4/AVG)

One firm will be selected to perform all job categories.

### **SECTION 3. ORGANIZATION AND REQUIRED SUBMITTALS FOR PROPOSAL**

#### A. Letter of Transmittal

This letter should include:

- a statement indicating the Consultant's understanding of the work to be performed;
- an affirmation of the Consultant's qualifications for professionally and expertly conducting the work as understood;
- the Consultant's contact person concerning the proposal and a telephone number where that person can be reached; and,
- a clear statement of the Consultant's, and/or the principals of the Consultant, relationship(s) with, or knowledge of any officials or employees of the City, and the nature of this relationship or knowledge.

Failure to clearly state and fully disclose any of the information required in the letter of transmittal shall be grounds for the City to reject the Consultant's proposal and will be grounds for immediate cancellation of any contract entered into between the City and the Consultant without payment of work completed.

#### B. Profile of Consultant

The Consultant profile should be a brief statement indicating the Consultant's experience in conducting work of the nature sought by this RFP. Advertising brochures of the Consultant may be submitted as a part of this profile as long as the brochures specifically address the experience of the Consultant related to the work to be performed. Additionally, this profile should include:

- the location of the Consultant's office that will provide the proposed services;
- resumes of individual Consultants or employees proposed to conduct the work and the specific duties of each Consultant or employee relative to the proposed work;
- any other information describing the office may be included if it relates to the capabilities and expertise of the firm in doing comparable work.

#### C. Explanation of Work to be Performed

The proposal must include a detailed description of the procedures and methods Consultant propose to use to complete the work requested by the City. This is important because the methods and procedures proposed will receive primary consideration in evaluating each proposal. Examples of similar work will be helpful and may be included.

D. Cost

The proposed hourly rate for billing shall be included for each person who works on the video project(s). The hours of work and cost shall be itemized for each major work element of the proposal. An itemized estimate of reimbursable expenses must be included. The total amount of the full payment must be stated.

The cost shall be based on the hours of work provided and "out-of-pocket expenses" and shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the proper City authority.

*Minority Business Enterprises (MBEs), Women's Business Enterprises (WBEs) & Veteran-Owned Business participation shall be clearly indicated.*

Consultant's method of billing must be indicated. The preferred practice of the City of Pittsburgh is regular invoicing, but not more than once per month. Regardless of the billing method used, ten percent (10%) of the total contract price will be withheld until the final product is approved.

E. Other Submittals

Additionally, documents attached as appendices to this RFP shall be fully executed and returned with the proposal as follows:

- Non-Discrimination Certification (Appendix A)
- MBE, WBE & Veteran-Owned Solicitation and Commitment Form (Appendix B)

## **SECTION 4. EVALUATION CRITERIA**

All proposals will be evaluated based on the technical and professional expertise and the experience of the Consultant, the proposed method and the procedures for completion of the work, location of the offices, past work experience, and the cost of the proposal. The apparent ability of the Consultant to be independent and objective in performing the requested work will also be considered.

### A. Technical Expertise and Experience

The technical expertise and experience of the Consultant will be determined by the following factors:

- The overall experience of the Consultant in conducting similar work that is to be provided to the City of Pittsburgh.
- The expertise and professional level of the individuals proposed to conduct the work for the City of Pittsburgh.
- The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.

### B. Procedures and Methods

The methods and procedures proposed to be utilized to conduct the work requested as they relate to thoroughness and objectiveness will be of primary importance in evaluating proposals. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the work to ensure timely and orderly completion.

### C. Cost

All costs must be taken into account and proposals will be evaluated proportionately to the values proposed. All proposals must give a cost per hour, even if there is a two-hour minimum.

### D. Location

Preference will be given to firms that are located in the City or in the Allegheny County.

### E. Past Work Experience and References

Past work experience with the City of Pittsburgh and references will be considered.

### F. City of Pittsburgh MBE, WBE & Veteran's-Owned Small Business Goals

The City of Pittsburgh goals are 18 % Minority Business Enterprises (MBEs) and 7% Women Business Enterprises (WBEs) participation (Appendix A). The degree to which the proposal meets or otherwise addresses these goals will be considered.

In addition, the City of Pittsburgh has an annual goal of not less than 5% participation by veteran-owned small businesses in all contracts. The participation goal shall apply to the overall dollar amount expended with respect to contracts. The City, therefore, requires that all Proposers demonstrate good faith efforts to obtain the participation of veteran-owned small businesses in work to be performed under the contemplated City contract. In order to demonstrate this good faith commitment, all Proposers are required to complete and submit with their proposals an MBE/WBE/Veteran Owned Solicitation and Commitment Form (Appendix B), which details the efforts made by the Proposer to obtain such participation.

A. Veteran-owned small business is defined by the City as a business having 100 or fewer full-time employees and not less than 51% of which is owned by one (1) or more veterans, or in the case of any publicly-owned business, not less than 51% of the stock of which is owned by one (1) or more veterans, and the management and daily business operations of which are controlled by one (1) or more veterans.

B. For contracts under one hundred thousand dollars (\$100,000.00), veteran-owned small businesses shall be exempt from all bonding requirements.

All, or selected, Consultants submitting proposals may be invited to interviews explaining their proposal. At this time, Consultants will provide an overview of their proposal to a committee consisting of the Director of CHR, a staff member from CHR, members of the CHR Housing Advisory Committee, and/or a staff member from the Department of City Planning Community Development Block Grant (CDBG) section.

**SECTION 5. CONTRACT**

- A. The selected Consultant will be required to enter into a contract with the City of Pittsburgh ("City"), contingent upon prior authorization of City Council. The contract shall be directed and managed by the Commission on Human Relations.
- B. The City can neither process invoices nor approve payments until the contract has been fully executed by all City signatories. The Commission on Human Relations has no legal authority to authorize commencement of work until the contract is fully executed.
- C. City laws and policies mandate the incorporation of various terms and conditions into all City contracts. For this reason, the City will not sign any standard contract of the respondent.
- D. All photographic, graphic, printed, electronic or other data developed pursuant to this project shall be the property of the City, and the Consultant shall relinquish to the City without further payment all copyrights and other claims to ownership or use of such data.
- E. The City requires all Consultants to indemnify the City by including the following clause in all City contracts:

*The Consultant hereby agrees to indemnify, save and hold harmless, and defend the City, its officers, agents, and employees against liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and legal fees, arising by reason of: the performance by the Consultant or/and services under this Agreement; any act, error or omission of the Consultant or of any agent, employee, licensee, Consultant, or sub-Consultant; or any breach by the Consultant of any of the terms, conditions, or provisions of this Agreement. The Consultant shall indemnify and save harmless the City against and from any and all claims and liabilities whatsoever on account of, or by reason of, or growing out of personal injuries or death to any person, including the Consultant and its employees, whether the same results from the actual or alleged negligence of the City or the City's agents or employees or otherwise, it being the intent of the provision to absolve and protect the City of Pittsburgh from any and all loss by reason of the premises or anything related in any way whatsoever to the contract. The Consultant shall supply evidence of insurance satisfactory to the City covering the liabilities and indemnification required by the contract.*

F. The standard insurance coverage required by the City of Pittsburgh for professional services contracts is as follows:

- All insurance must be on an occurrence basis, not a claims-made basis
- The City must be listed as an additional named insured, not merely as a certificate holder.
- Insurance should provide 30 days cancellation notice.
- The Consultant shall provide an insurance certificate showing that it meets the requirements.
- Worker's Compensation shall meet statutory requirements.
- General liability (including property damage and bodily injury), automobile liability and professional liability shall be provided in the following amounts:

Public liability and property damage

Bodily injury, including death and property	\$500,000.00	per occurrence
Damage combined	\$1,000,000.00	aggregate

Automobile Liability and Property Damage

Bodily injury, including death and property	\$500,000.00	per occurrence
Damage combined	\$1,000,000.00	aggregate

APPENDIX A  
To Request for Proposals for City of Pittsburgh

NON-DISCRIMINATION

**Non-discrimination and equal opportunity are the policy of the Commonwealth and the City of Pittsburgh in all its decisions, programs, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended, (43 P.S. § 951, et. seq.), and (43 P.S. § 153), by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, place of birth, age, sex, or sexual orientation.**

During the term of this contract, the Consultant agrees as follows:

(a) Consultant shall not discriminate against any employee, applicant for employment, independent Consultant or any other person because of race, color, religious creed, ancestry, national origin, age, sexual orientation, sex or disability. Consultant shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, sexual orientation or disability. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Consultant shall post in conspicuous places available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this non-discrimination certification.

(b) Consultant shall state in advertisements or requests for employment placed by it or on its behalf, that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, sex, sexual orientation or disability.

(c) Consultant shall send each labor union or workers' representative with whom it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this non-discrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(d) It shall be no defense to a finding of noncompliance with this non-discrimination certification that Consultant has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Consultant was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

(e) Where the practices of a union, or of any training program or other source of recruitment, will result in the exclusion of minority group persons, so that Consultant will be unable to meet its obligations under this non-discrimination certification, Consultant shall then employ and fill vacancies through other nondiscriminatory employment procedures.

(f) Consultant shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Consultant's noncompliance with the non-discrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and Consultant may be declared temporarily ineligible for further City of Pittsburgh contracts, and other sanctions may be imposed and remedies invoked.

(g) Consultant shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the City of Pittsburgh for purposes of investigation to ascertain compliance with the provisions of this certification. If Consultant does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Pittsburgh.

(h) Consultant shall actively recruit minority and women sub-Consultants or sub-Consultants with substantial minority representation among their employees.

(i) Consultant shall include the provisions of this non-discrimination certification in every sub-contract, so that such provisions will be binding upon each sub-Consultant.

(j) Consultant's obligations under this clause are limited to the Consultant's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(NAME OF CONSULTANT)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

CITY OF PITTSBURGH MBE / WBE / VETERAN OWNED SOLICITATION AND COMMITMENT FORM						
	SPECIFICATION NO.	DATE:			IS YOUR OWN BUSINESS ANY OF THE FOLLOWING?	
COMPANY NAME:					<input type="checkbox"/> MINORITY OWNED	
ADDRESS:					<input type="checkbox"/> WOMAN OWNED	
CITY, STATE AND ZIP CODE:					<input type="checkbox"/> VETERAN OWNED	
FAX NUMBER AND E-MAIL ADDRESS:					(CHECK ALL THAT APPLY)	
<b>FOR ASSISTANCE REGARDING MBE / WBE BUSINESSES, CALL THE OFFICE OF BUSINESS AND EMPLOYMENT OPPORTUNITIES AT 412-255-8804. FOR ASSISTANCE REGARDING VETERAN OWNED BUSINESSES, CALL THE BUREAU OF PROCUREMENT FLEET AND ASSET SERVICES AT 412-255-2485</b>					<b>FAILURE TO COMPLETE FORM MAY BE SUFFICIENT CAUSE FOR BID REJECTION</b>	
PLEASE LIST ALL MBE / WBE / VETERAN OWNED BUSINESSES SOLICITED FOR PARTICIPATION						
SOLICITED COMPANY'S NAME AND ADDRESS	PHONE	FAX NO.	E-MAIL	MBE OR WBE	OR VETERAN	
1.				<input type="checkbox"/> EST \$ _____ <input type="checkbox"/> EST % _____	<input type="checkbox"/> EST % _____	
2.				<input type="checkbox"/> EST \$ _____ <input type="checkbox"/> EST % _____	<input type="checkbox"/> EST % _____	
3.				<input type="checkbox"/> EST \$ _____ <input type="checkbox"/> EST % _____	<input type="checkbox"/> EST % _____	
4.				<input type="checkbox"/> EST \$ _____ <input type="checkbox"/> EST % _____	<input type="checkbox"/> EST % _____	
MBE / WBE/ VETERAN HISTORY	CONTRACT NO.	DESCRIPTION	MBE USED	WBE USED	VETERAN OWNED USED	

Appendix B

CITY OF PITTSBURGH MBE/WBE SOLICITATION AND COMMITMENT FORM-WAIVER REQUEST

COMPANY NAME:	_____
ADDRESS:	_____
CITY AND STATE:	_____
TELEPHONE FAX NUMBER E-MAIL ADDRESS	_____

PLEASE EXPLAIN IN DETAIL WHY A WAIVER IS REQUESTED.

CITY OF PITTSBURGH MBE / WBE / VETERAN SOLICITATION AND COMMITMENT FORM - TRADES

NAME AND ADDRESS	PHONE	FAX	CIRCLE: MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____
NAME AND ADDRESS	PHONE	FAX	CIRCLE: MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____
NAME AND ADDRESS	PHONE	FAX	CIRCLE: MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____
NAME AND ADDRESS	PHONE	FAX	CIRCLE: MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____

I HEREBY ATTEST THAT ALL THE ABOVE FORMS HAVE BEEN FILLED OUT TO THE BEST OF MY KNOWLEDGE AND I ACKNOWLEDGE THAT THE DOCUMENTS SUBMITTED ARE THE MBE / WBE / VETERAN PARTICIPATION PLAN AS REQUIRED BY THE CITY OF PITTSBURGH.  
(TYPE NAME AND SS NO.):

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

## Appendix C

### Anticipated Project Schedule

- March 18, 2013 RFP Issued
- April 15, 2013 Deadline for applying firms to submit questions to the Commission on Human Relations (CHR)
- April 19, 2013 Deadline for the CHR to respond to questions
- April 22, 2013 Proposals due
- May 3, 2013 Consultant Notified

/S.D.K.