

**REQUEST FOR PROPOSALS FOR
TELECAST SERVICES**

MINNESOTA LEGISLATURE

For Calendar Years 2018-2019

The Legislative Coordinating Commission (“LCC”), on behalf of the Minnesota State Legislature, is requesting proposals to contract for telecast services of the 2018 and 2019 legislative sessions. This contract may be extended to include the 2020 and 2021 sessions by mutual agreement of contracting parties. The Minnesota State Legislature consists of the House of Representatives, Senate, and Legislative Coordinating Commission.

It is anticipated that the Minnesota State Legislature will meet in session from February 20, 2018 through approximately May 21, 2018, and will reconvene January 8, 2019 through approximately May 20, 2019. In previous years, the programming was telecast weekdays between 8:00 AM and 6:00 PM (CT), with about 15 evening and two weekend telecasts each year. Approximately 1,600 hours were telecast in total over the last two years. The coverage is jointly produced by Senate Media Services (“Senate”) and House Public Information Services (“House”). The LCC serves as the contract and fiscal agent.

Upon receipt and evaluation of qualified proposals, the LCC will negotiate the specific terms of the contract including the anticipated telecast dates, times, and preemption and/or interruption terms the agreement is intended to cover. For the purposes of this document, preemption is defined as telecast services being provided outside of the negotiated telecast schedule. The services are to be performed in accordance with the enclosed specifications and general conditions.

The LCC is seeking to contract with an individual(s) or organization (s) to provide live daily telecast services of the 2018 and 2019 Minnesota state legislative sessions (i.e. floor coverage, committee hearings, press conferences, special sessions and “Capitol Report”). Proposals must address the following criteria:

1. The responder must describe the geographic area that will be covered by the telecast.
2. The contract for services will be effective January 1, 2018 through December 31, 2019, with a possible extension through December 31, 2021. Terms will be established for telecasting of legislative sessions, committee hearings, press conferences, and other legislative events during times when the legislature may not be in session, and for special sessions and preemption coverage as needed. Terms for program interruptions by the responder will also be established. The Senate and the House will provide the television programming that is to be telecast.
3. Dates and times of the programming will be determined by the Senate and the House. Legislative staff will provide a schedule of when programming should be telecasted or, if there is no legislative activity on a particular day, when telecast services are not needed. It is anticipated that telecast services will be needed Monday through Friday from 8:00 AM to 6:00 PM (CT) weekly during the legislative sessions; however, telecast of Monday through Friday evenings and weekends is occasionally necessary.
4. The responder may submit a proposal for telecast on a single channel of combined Senate and House programming; and/or two separate channels that would permit simultaneous House and Senate programming. If the responder is proposing to offer separate Senate

and House programming channels, the responder's proposal must include a description of issues and costs related to providing a second channel that would permit two separate, simultaneous telecasts.

5. The responder may submit a proposal for telecast during the evening hours. This programming would consist of re-broadcasts of daytime programming and/or live telecasts of evening programming. If the responder is proposing to offer telecast services during evening hours, the responder's proposal must include a description of issues and costs related to re-broadcasting during evening hours.
6. Telecast of "Capitol Report", a 30-minute program to be aired weekly. The Senate agrees to deliver 52 weeks of programming fully closed-captioned via FTP or fiber that will not interrupt legislative session telecasts. The program will be delivered directly to the contractor in time for telecasts.
7. The contractor will provide the Senate and the House with an encoder to deliver a usable, telecast quality signal to the contractor's intended coverage network. Programming will be delivered by the Senate and the House to the contractor via a mutually acceptable connection.
8. The Senate and the House will provide closed-captioned programming. The LCC will contract for providing the closed-captioning with a separate vendor. The contractor of the telecast services will provide the location for the Senate and the House data bridge hardware. Alternatively, the responder may propose to provide captioning for the content provided by the House and Senate. If the responder proposes to provide this service, the associated costs must be separately identified in the proposal.
9. Daily editorial decisions involving the Senate and the House coverage will be made by a team consisting of the director of the Senate Media Services and the director of the House Public Information Services. Editorial decisions involving "Capitol Report" will be made by the director of the Senate Media Services.
10. The contractor agrees to provide broadcast services that are compliant with Federal Communications Commission regulations and requirements. It is understood that the contractor may need to provide a brief, FCC-mandated station ID message hourly during on-going programs.
11. The responder must have the means and ability to provide telecast services of the sessions, hearings, press conferences, "Capitol Report" and any other program produced by the Senate and the House for telecast.
12. The contractor will invoice for services provided at periodic intervals and in an agreed format and at a contract amount as negotiated.
13. The contractor agrees to issue a written report to the LCC by July 1 of each year of the contract that describes any problems that occurred, and any recommendations that the

contractor may have regarding services provided. The report must include estimates of the number of viewers, by geographic area and designated market area.

CONTENTS OF PROPOSAL

The proposal must:

- a. Specify the telecast area by county that the responder would serve;
- b. Specify the methodology of telecast (i.e.; analog cable, digital cable, broadcast);
- c. Include an estimated number of Minnesota television households reached by each of the telecast methods;
- d. Include a description of the responder's capabilities in providing telecast services specifying, if applicable, the network of stations that the responder will provide coverage through;
- e. Include the responder's hourly rate and preemption hourly rate, including hour minimum if applicable, and other charges for the services to be provided;
- f. Address all other matters required by the specifications to be in the proposal;
- g. The proposal may include additional services or enhancements that the responder may deem necessary or desirable such as cross-promotional efforts to increase viewer awareness of the telecast of legislative proceedings.

CONSIDERATION OF PROPOSALS

The LCC reserves the right to reject any or all proposals, the right to waive any irregularity, the right to enter into a contract that varies from the specifications or general conditions, and the right to negotiate at any time with those that submit proposals or with any other party. The LCC will not necessarily select the proposals that offer the lowest price; the LCC reserves the right to consider price, quality, reliability, convenience, and any other factors that the LCC deems relevant.

INFORMATIONAL MEETING

Entities interested in submitting a proposal may attend an informational meeting where questions regarding the Request for Proposals may be asked.

The informational meeting will be held:

10:00 AM (CT), Wednesday September 20, 2017
Meeting room: 400 South, State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd
St. Paul, Minnesota 55155

Interested parties may participate in the meeting by conference phone if they are not able to attend in person by calling 651-284-6400

Parties interested in either participating in the informational meeting in person or by phone are asked to RSVP to diane.henry@lcc.leg.mn.

QUESTIONS REGARDING THE PROPOSAL

In order to provide the best information possible, we encourage questions regarding the Request for Proposal to be submitted in advance of the informational meeting. Please submit them by 10:00 AM (CT) Monday, September 18, 2017 to: Diane Henry-Wangenstein at: diane.henry@lcc.leg.mn

A compiled list of questions received and responses will be posted to <http://www.lcc.leg.mn/lcc/RFPs.htm> by 4:00 PM (CT) Friday, September 22, 2017.

PROPOSALS DUE

Proposals must be received by the LCC by 4:00 PM (CT), October 2, 2017. Proposals in electronic format are encouraged, although faxed proposals may also be submitted. Proposals are to be submitted to:

Diane Henry-Wangenstein
Legislative Coordinating Commission
Room 72 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd
St. Paul, MN 55155
(651) 296-1121 (voice)
(651) 297-3697 (fax)
diane.henry@lcc.leg.mn

GENERAL TERMS AND CONDITIONS

A. “LCC” means the Minnesota Legislative Coordinating Commission. In matters arising out of this proposal or out of any resulting contract, the authorized agent for the LCC is the Chair of the Legislative Coordinating Commission or the Director of the Legislative Coordinating Commission.

B. The LCC reserves the right to reject any and all consultant proposals received as a result of this Request for Proposals, or to negotiate separately with any consultant in any manner necessary.

C. Proposals will be received and considered in accordance with Minnesota Statutes Section 13.591, subdivision 3, Business as Vendor, paragraph (b) which provides as follows:

“(b) Data submitted by a business to a government entity in response to a request for proposal, as defined in section 16C.02, subdivision 11, are private or nonpublic until the time and date specified in the solicitation that proposals are due, at which time the name of the responder becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section, "completion of the evaluation process" means that the government entity has completed negotiating the contract with the selected vendor. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in section 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response.

If all responses to a request for proposal are rejected prior to completion of the evaluation process, all data, other than the names of the responders, remain private or nonpublic until a resolicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a resolicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public.”

D. The LCC reserves the right to require a consultant to make an oral presentation of its proposal to the LCC to permit a better understanding of the specifics of a consultant’s proposal.

E. The LCC is not responsible for any cost incurred by the consultant in responding to this Request for Proposals.

F. Payment for any contract entered into as a result of the Request for Proposals will be made on a negotiated periodic basis after receipt of billings accompanied by the appropriate verification of work time and satisfactory completion of tasks to billing date. In accordance with Minnesota Statutes 3.225, subdivision 6, paragraph (b), no more than 90 percent of the amount due under the contract may be paid until the LCC ’s authorized agents have certified that the consultant has satisfactorily fulfilled the terms of the contract.

G. All contractors and subcontractors must conform to the labor laws of the State of Minnesota, and to all other laws, ordinances and legal requirements affecting the work in this state. The consultant must conform with and agree to the provisions of Minnesota Statutes, Section 181.59, which prohibits discrimination in the hiring of labor by reason of race, creed, or color. That statute reads as follows:

181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no contractor, material supplier, or Contractor, shall, in any manner, discriminate against, or intimidate, or present the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color
- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be cancelled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

H. In accordance with Minnesota Statutes, section 176.182, the consultant must provide to the LCC acceptable evidence of compliance with the worker's compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2.

I. If the amount of this contract exceeds \$100,000 and the consultant has employed more than 40 full-time employees in this state or in the state in which the consultant has its primary place of business on a single working day in the 12 months immediately preceding the due date for the proposal, the consultant must comply with the affirmative action plan requirements of Minnesota Statutes, section 363A.36, as follows:

- (a) If the 40 full-time employees were employed in Minnesota, consultant must, prior to submission of the proposal, either have a certificate of compliance issued by Minnesota Commissioner of Human Rights or that commissioner must have received

from the consultant an application for such a certificate. Prior to signing a contract resulting from a successful proposal, the consultant must have the certificate of compliance.

(b) If the consultant did not have more than 40 full-time employees in Minnesota but did have that number in another state in which the consultant has its primary place of business, the consultant must, prior to signing a contract resulting from a successful proposal, either have a certificate of compliance issued by the Minnesota Commissioner of Human Rights or certify that the consultant is in compliance with federal affirmative action requirements.

As required under Minnesota Rules, part 5000.3600, subpart 9: Minnesota Statutes, section 363A.36, and Minnesota Rules, parts 5000.3400 to 5000.3600, are hereby incorporated into this Request for Proposals and will be incorporated into any resulting contract, by reference. A copy of that statute and those rules are available to the consultant from the LCC upon request.

J. As required by Minnesota Statutes, section 270C.65 subdivision 3, a consultant must provide to the LCC either its federal taxpayer identification number, its Social Security number, or its Minnesota tax identification number (if applicable). This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require consultant to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment and audit of state obligations. These numbers will not be made available to any other person without the express written permission of the consultant.

K. The Contractor certifies its compliance with Minnesota Statutes chapter 3, including the non-discrimination provisions of Minnesota Statutes, section 3.226, in the execution and performance of this Contract.

L. The consultant must agree to comply with the Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by the LCC in accordance with this agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this agreement.

All work products and interim and final reports prepared by the consultant in the performance of its obligations under this agreement are the property of the LCC and must be remitted to the LCC upon completion or termination of this agreement. The consultant must not use, willingly allow the use of, or cause to have the materials used for any purpose other than performance of the obligations under this agreement without the prior written consent of the LCC.

M. Work must begin within the timeframe set in the signed contract between the LCC, and the consultant. The signed contract will terminate upon full performance by all parties of the contract agreement.

N. This contract may be terminated by the LCC as permitted under Minnesota Statutes 3.225, subdivision 6, in whole or in part, whenever the LCC determines that termination is in the interest of the LCC. The LCC will pay all reasonable costs associated with this contract that the consultant has incurred up to the termination date of the contract and all reasonable costs associated with termination of the contract.