

**REQUEST FOR QUOTATION  
JURY SERVICE VIDEO**



OFFICE OF THE CIRCUIT EXECUTIVE  
U.S. FEDERAL COURTS OF THE NINTH CIRCUIT  
RFQ: OCE11\_CM\_JURYVIDEO

Cathy Catterson  
Contracting Officer  
U.S. Federal Courts, 9<sup>th</sup> Circuit  
95 Seventh Street, Suite 429  
San Francisco, CA 94103

## REQUEST FOR QUOTATION

RFQ NUMBER: OCE11\_CM\_JURYVIDEO  
REQUEST DATE: September 6, 2011  
**DEADLINE FOR QUOTES: September 19, 2011 by 10:00 A.M. (Pacific Time)**  
TO: All Interested Vendors  
RE: Jury Service Short Video Production

**Special Notes:** This is a request for **Open Market Pricing**.

Quotes may be faxed or e-mailed to the below listed address by **September 19, 2011 no later than 10:00 AM PDT**. Hand carried quotes are to be delivered by the same date and time at 95 Seventh Street Suite 429 San Francisco, CA Attention: Cathy Catterson c/o Katie Russell.

Use the quote sheet that follows for a price quotation broken down by task with any supporting documentation for the price attached (see Section B).

Submit a technical proposal in accordance with the attached statement of work (see Section C).

**A fixed price award from this RFQ will be made based on “best value.”**

Quotes and questions concerning this RFQ should be addressed to the Contracting Officer:

Cathy Catterson  
C/O Katie Russell  
Office of the Circuit Executive  
U.S. Federal Courts, 9<sup>th</sup> Circuit  
95 Seventh Street, Suite 429  
San Francisco, CA 94103  
Email: "Cathy Catterson" <krussell@ce9.uscourts.gov>  
Phone: 415-355-8965; Fax: 415-355-8903

Sincerely,

Cathy Catterson  
Contracting Officer

## **SECTION A: STATEMENT OF WORK**

### **A.1 Background**

The Ninth Circuit plans to produce a 15-18 minute video on jury service in the federal courts. The purpose of the video is to explain to potential jurors why their service is important and what to expect from serving on a federal jury. The video should include juror testimonials with jurors who have served explaining their experience being on a jury from voir dire to verdict.

The video will open with a pre-recorded unedited interview with Justice Sandra Day O'Connor, which provides some history of the jury system, dos and don'ts of jury duty, recent efforts to improve the jury system and the importance of serving on a jury. The video should include footage of the important players in the courtroom (judge, courtroom deputy, parties, jurors, lawyers, courtroom reporter, etc.) and explanations of the jury selection process, trial, deliberation, and the verdict.

Shooting production will be performed at:

U.S. District Court  
450 Golden Gate Avenue  
San Francisco, CA 94102

### **A.2 General Scope of Work**

**Full Service Production-** Manage all aspects of the video project, including script writing, project planning, coordination, directing, editing and post production. All should be done in consultation with the Court.

**Crews/Equipment -**Provide camera operator(s) to shoot on location footage and interviews. Provide and set up professional lighting and audio. Former jurors and other talent will be provided for interviews.

**Graphics -** Create graphics and titles.

**Writing -** Research, write and edit scripts. Present legal concepts in lay language. This should be done in consultation with the Court.

**Editing -** Edit and organize footage and complete any other digital manipulation of the material necessary for project completion.

All rights for the finished product will be in the Public Domain.

### A.3 Project Implementation Requirements

The Offeror will present the final product in High-Definition (HD) video/widescreen format. The deadline for receiving the final product by the Court will be 6 months from the date of the award. Any delays need to be communicated in advance and in a timely manner to the Court. Penalties may be assessed for an extended delay of the final project. Payment for the project will be made once the product is received.

#### A.3.1 Project Management

The Court shall provide a Contracting Officer's Technical Representative (COTR) who shall coordinate with the vendor during the creation of the video. Issues concerning content and overall subject matter will be directed to the COTR. The script will be given to the COTR in the preproduction stage for review. The COTR will review the script and make suggestions for any changes needed for purposes of content, tone of delivery, and general overall effectiveness in light of the overall goal of the production. The COTR will be the liaison with other key Court staff that will provide the COTR their input on the script.

The Contracting Officer's Technical Representative for this Contract is:

Yvette Artiga  
Office of the Circuit Executive  
U.S. Federal Courts, 9<sup>th</sup> Circuit  
95 Seventh Street, Suite 429  
San Francisco, CA 94103  
Email: "Yvette Artiga" <yartiga@ce9.uscourts.gov>  
Phone: 415-355-8983; Fax: 415-355-8901

#### A.3.2 Review of Final Product

The COTR will arrange for the review of the final product with the other key Court staff for overall approval. If the product is not acceptable, the COTR will inform the vendor of the specific areas of dissatisfaction and work with the vendor to adjust the product to the Court's satisfaction.

The finalized product will be delivered to the Court in the form of an electronic version of the raw digital product and four copies of the video on DVD to be delivered to the Court, directed to the Contracting Officer.

## SECTION B: PRODUCTS OR SERVICES AND PRICE/COSTS

### B.1 Pricing Overview

The Office of the Circuit Executive, United States Courts for the Ninth Circuit (the Court) is requesting proposals for the full production of a short video about jury service.

Offerors are requested to submit price proposals (as specified in Section C) for the video production as specified herein along with technical information (as specified in Section L). The proposed costs shall include all related expenses, including cost of research and writing, crew and equipment, graphics, editing and final usable product for dissemination. The final product will be in the Public Domain, and will not be the property of the Contractor.

### B.2 Pricing Forms

All required pricing forms are listed below and shall be provided by the Offerors preferably in Microsoft Excel format.

Item #	Short Description	List of Tasks/ Key Personnel	Quantity/ Hours	Price/ Unit	Extended Price
1	Preproduction	Research Writing Producer Director Other			
		<i>Sub-total</i>			
2	Production Equipment Rental	Camera (describe) Tripod Dolly/Jib Field Monitor Lighting Equipment Stands Backdrops Sound Recording Gear Other (describe)			
		<i>Sub-total</i>			
3	Production Crew	Producer Director Director of Photography Lighting Director Sound Mixer Production Assistant			

		Other (describe)
		<i>Sub-total</i>
4	Post-Production	Picture Editing Sound Editing Graphics Licensing Director Music Composition Voice Over Narration Motion Graphics Titling Other (describe)
		<i>Sub-total</i>
5	Misc.	Other (describe)
6	Contingency Fees	Percentage

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**Total Proposed Price**

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The proposed cost in the pricing forms shall include all related travel and shipping. Applicable taxes shall be clearly identified in the pricing forms.

**SECTION C: TECHNICAL PROPOSAL**

The Offeror should provide background of their company and its experience providing video production services requested in the RFQ. If a firm intends to have services provided by other contractors or consultants, the firm submitting the proposal will be required to act as the prime contractor for all service delivery as specified in the RFQ. The Offeror should include the following information:

Total number of years in business (minimum of 3 years), years supplying this type of services, general scope of services provided and general areas of expertise.

Samples of similar work that was created by the firm or by the principals.

References from prior clients.

Any other information that the firm believes make their work superior to that of other firms or information about Offeror's specialty or particular skill to complete requested tasks.

The selected Contractor must have high proficiency in:

- visual storytelling
- documentary video production
- scripting
- storyboarding
- field and studio camera operation
- sound, engineering and editing
- non-linear editing
- field and studio lighting
- camera operation and sound
- dubbing
- graphic design
- voice-over scanning
- scanning
- photo manipulation

#### **SECTION D: DELIVERIES OR PERFORMANCE**

The Court desires delivery to be made according to the following schedule:

##### **Desired Delivery Schedule – 160 calendar days after contract award**

If the Offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However the Offeror's proposed delivery schedule shall not extend the delivery period beyond the time for delivery in the Court's required delivery schedule as follows:

##### **Required Delivery Schedule – 180 calendar days after contract award**

If the Offeror proposes no other delivery schedule, the desired delivery schedule above will apply. If an alternative schedule is proposed, please describe specifically with either of the following:

Offeror's Proposed Delivery Schedule (Offeror Insert Specific Details):

Within Applicable Specified Time Frame (i.e. number of calendar days after award, after contract start date, etc.)

## **SECTION E: CONTRACT ADMINISTRATION DATA**

### **E.1 Invoice Contact Information**

Contractor shall invoice after the services have been rendered and the product has been received by the Court. Contractor may be asked to split the final invoice and submit to various court units (to be determined later). The main point of contact for billing matters will be the Contracting Officer.

### **E.2 Contact Administration and Contract Modifications**

The Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) for the contract will be the judiciary's primary points of contact during the performance of the contract. The CO is responsible for the administration of this contract.

Upon award, a Contracting Officer's Technical Representative (COTR) will be responsible for coordinating the technical aspects of this contract and inspecting products/services. The COTR will not be authorized to change any terms and conditions of the resultant contract including price.

In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the CO be effective or binding upon the Court. All such actions shall be formalized by a proper contractual document executed by the CO.

## **SECTION F: PROPOSAL SUBMISSION**

### **F.1 Submission Address and Due Data**

Proposals are due no later than 10:00 A.M. Pacific Time, September 19, 2011. Proposals shall be submitted to the Contracting Officer listed on Page 1 of this document.

### **F.2 Inquires**

The individual responsible for supplying additional information and answering questions concerning this solicitation is the Contracting Officer. All questions and clarifications shall be submitted in writing via e-mail or hard copy by 2:00 P.M. Pacific Time, September 16, 2011.



### F.3 Proposal Submission

The Offeror is responsible for any and all expenses related to the preparation and submission of a proposal in response to this solicitation. The Court shall incur no obligation except pursuant to the execution of a contract by the Court and the successful Offeror (Contractor).

#### F.3.1 Pricing Forms

Offerors are required to complete the pricing table in Section B.2 and provide separate pricing for each line item on that table. The pricing forms may be submitted in the Offeror's own format but shall include all information specified herein.

#### F.3.2 Technical Response

Technical Response shall be used to determine the technical acceptability of the Offeror/contractor with regards to its understanding, acceptance, and compliance with the requirements and specifications set forth in the Statement of Work. This response will also be used to evaluate Technical Excellence of the proposed solution.

Every effort has been made to use industry standard terminology throughout the solicitation. It is the responsibility of the Offeror to define the terminology used in its proposal if the Offeror believes a question may occur as to its meaning.

## **SECTION G: EVALUATION FACTORS FOR AWARD**

### G.1 Evaluation - General

The Court reserves the right to award the contract based on the initial proposal submission, without discussions or negotiations of such proposals. The contract award will be made to the Offeror whose proposal is determined to be most advantageous to the Court, price and other factors considered, in accordance with the requirements stated below.

The evaluation will be conducted using the evaluation criteria set forth in this section. The Court reserves the right to request proposal clarifications or revisions at any time as may be determined to be in the Court's best interest. Each initial offer should contain the Offeror's best terms from a price and technical standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the solicitation as may be deemed necessary by the Contracting Officer, to fully explore and evaluate the merits of proposals submitted. The Court reserves the right to conduct discussions, if later determined to be necessary, with Offerors making the competitive range (i.e., the most highly rated proposals, unless the range is further reduced for the purposes of efficiency).

## G.2 Technical Excellence

The Technical Excellence of each Offeror's proposal will be evaluated to determine which proposal offers the best technical value to the Court. The Court will evaluate each Offeror's response to the technical requirements. The Court will also evaluate Technical Documentation submitted by the Offeror, if any. The evaluation will consist of an assessment of the degree to which the facilities and services offered in the proposal provide added value, added capability, and/or reduced risk.

Technical Excellence will be evaluated to determine the Offeror's capability to perform the requirements of this solicitation. As part of this assessment, the Court will consider the Offeror's abilities for successful performance of the contract, abilities to meet contractual schedules within proposed prices, abilities to fulfill and deliver customer requirements, the actual performance of systems and services provided, and the level of customer satisfaction.

## G.3 Evaluation Classifications

The evaluation assessment will be depicted by narrative and an overall score for each Offeror's proposal based on the following:

Excellent -- Enhanced value and/or capability that is of significant benefit to the Court and/or is of very low risk.

Very Good -- High value and/or capability that are of benefit to the Court and/or are of low risk.

Acceptable -- Satisfactory value and/or capability to the Court and/or is of moderate risk

Marginal -- Marginal value and/or capability to the Court and/or is of high risk.

Poor -- Reduced value and/or capability to the Court and/or is of unacceptably high risk.

## G.4 Evaluation of Information from Other Sources

The Court reserves the right to utilize all information available at the time of evaluations. The Court may rely on information made available through reference checks, information available through commercial sources (such as Dunn and Bradstreet reports), and information publicly available (such as articles contained in periodicals). If information obtained through sources outside of the Offeror substantially disagrees with the Offeror's response, the Offeror will be given an opportunity to address the inconsistencies during discussions and negotiations. Recent

and current customers of the Offeror may be contacted to determine satisfaction with the Offeror's capabilities and performance.

#### G.5 Price Evaluation

Offeror's proposed prices from the Pricing Forms in Section B will be evaluated for reasonableness. Proposals containing unrealistic prices will not be considered for award.

### **SECTION H: AWARD OF THE CONTRACT**

#### H.1 Contract Award

The Court intends to award a single contract resulting from this solicitation. Contract award will be made to the responsible Offeror whose proposal represents the best overall value to the Court, given the outcome of the Court's evaluation of each Offeror's technical excellence and proposed price. In selecting the best overall value, the Court will consider the quality offered for the evaluated price. The relative quality of offers will be based upon the Court's assessment of the tradeoffs between the technical excellence offered in the Offeror's proposal and whether it provides added value.

#### H.2 Technical Excellence and Price Evaluation

**Technical excellence is considered to be more important than price.** Although price/cost is considered secondary, it will be a significant criterion for award as part of an integrated assessment with the technical excellence factors. The importance of price will increase as the technical merits of the Offerors' proposals become more equal. Among proposals that are substantially equal in technical merit, price may become the determinative factor for award.

The proposal offering the Court the "best value" with technical excellence and price factors considered, will be recommended for contract award. The contract may be awarded to another contractor other than the Offeror with the lowest price or the highest technical and management rating.

#### H.3 Court Option

The Court reserves the right to make no award pursuant to this solicitation.

## REQUIRED PROVISIONS AND CLAUSES FOR ALL OPEN MARKET SMALL PURCHASES

### Clause B-5 Clauses Incorporated by Reference (OCT 2006)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be found on the judiciary's public website:

<http://www.uscourts.gov/Viewer.aspx?doc=/uscourts/FederalCourts/Procurement/Guide/Vol14-Ch01-Appx1B.pdf?page=1>