

REQUEST FOR PROPOSAL

TO PROVIDE THE DEVELOPMENT OF FILM AND VIDEO  
SOUNDSTAGES/PRODUCTION OFFICES ON PARISH OWNED PROPERTY



RFP No.: 0169

Proposal Receipt Date: May 7, 2008

Proposal Receipt Time: 4:00 PM

Jefferson Parish  
Department of Purchasing  
P. O. Box 9  
Gretna, Louisiana 70053

(504)364-2678

# REQUEST FOR PROPOSAL

TO

## PROVIDE THE DEVELOPMENT OF FILM AND VIDEO SOUNDSTAGES/PRODUCTION OFFICES ON PARISH OWNED PROPERTY

### 1.1 Background

Jefferson Parish is seeking specific proposals from person(s) or legal entities (hereinafter referred to as "Firm") interested in providing assistance in the development of Film and Video Soundstages and Production Offices on Parish owned property.

#### 1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified proposers who are interested in providing the development of Film and Video Soundstages and Production Offices on Parish owned property through the construction of film and video soundstages and production offices and attract users for said facilities.

#### 1.1.2 Goals and Objectives

The PARISH is interested in having a private sector entity to construct, on Parish property via a Lease and Development Agreement, state of the art film/video soundstages and production offices as a destination for the production of major motion pictures and/or television productions, thus providing new economic development impacts as well as fulfilling the mission to provide internships, to develop crew bases and various jobs related to the film production industry. And further to provide the experience and expertise to attract users for said facilities. The successful Firm will show demonstrated ability in the following areas:

1. Knowledge in the area of request for proposals as stated above.
2. Proof of financial capabilities to build a soundstage/production office complex to Parish specifications.
3. Evidence of experience in having working relationships with major film and/or television production companies that could be leveraged to attract users to said facilities
4. The willingness to negotiate a lease, use and compensation agreement with the Parish that will provide a revenue stream to the Parish in consideration of the use of Parish property to build said soundstage/production office complex.

The most qualified Firm will be selected to develop Film and Video Soundstages and production offices on Parish owned property, as determined by the Jefferson Parish Council.

Firm Qualifications: Firm must be experienced in developing structures and providing services similar in nature and complexity to the project, as stated in (2) and (3) alone.

Proposers must provide a minimum of three (3) references, with current contact information, for projects of similar scope and size and providing services to the movie/television/video industry.

### 1.1.3 Attachments

1. A generic model of a two studio pod, as used by 20<sup>th</sup> Century Fox in Vancouver, Canada, with attached production offices that give a general goal of what this RFP is attempting to have constructed on Parish property. The actual structure is negotiable to accommodate the existing marketplace in Louisiana.
2. An estimate provided to the Parish, at no cost, by Gibbs Construction Company to help inform the Parish as to the likely cost of construction of the generic model shown in 1) above, supplied for the purpose of giving Proposers approximate square foot cost in the present post-Katrina conditions in the area.

### 1.2 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. Advertise Request for Proposals	4/3, 4/10 & 4/17	Advertise for 30 days time. Proposals will be accepted during said 30 days. No proposals shall be accepted after 30 days from the first date of advertisement.
2. Deadline to receive written inquiries	4/24/2008	
3. Deadline to answer written inquiries	4/30/2008	
4. Proposal Receipt Date	5/7/2008	4:00 PM
5. Oral discussions with proposers, if applicable		To be scheduled

- |    |  |                               |
|----|--|-------------------------------|
| 6. | Council Selection via resolution                               | To be scheduled appropriately |
| 7. | Lease and Development Agreement Ratification<br>Via resolution | To be scheduled appropriately |

**NOTE: The Parish of Jefferson reserves the right to deviate from these dates.**

### **1.3 Proposal Submittal**

All proposals shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events.**

**Important – Clearly mark outside of envelope, box or package with the following information and format:**

- Proposal Name: Provide the Development of Film and Video Soundstages/Production Offices on Parish Owned Property
- Proposal No. 0169
- Proposal Receipt Date: May 7, 2008

Proposals will be received at:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer’s chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD.**

### **1.4 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer’s ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a Lease and Development Agreement with the Parish. The letter shall be signed by a person having

authority to commit the Proposer to a Lease and Development Agreement. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to the Film, Video, and Television Industries evidencing customer satisfaction and demonstrated experience working with the Film, Video, and Television Industries, etc.
- 1) Firm Name, Business Address, City, State, County, Zip Code
  - 2) Names and Titles of two contact people
  - 3) Submittal is for:  
Parent Company  
Division  
Subsidiary  
Branch Office  
Name of Entity, Address
  - 4) Date Prepared
  - 5) Type of Firm (Corporation, Partnership, Joint Venture)
  - 6) What is your Firm's core business? (As outlined in annual reports, Described in Business Journals, Etc)
  - 7) Federal Employee Identification Number
  - 8) Year Company was established.
  - 9) Former Firm Name(s), if applicable
  - 10) Please provide a detailed organizational chart of your Firm and a detailed resume for all key Personnel.

11) Provide a detailed description of your local in-house capabilities.

12) References

On separate sheets of 8" x 11" paper briefly list 3 references.

- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of Firm's implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.

#### **1.4.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette as long as data on the disc is formatted in the Word program.

#### **1.4.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

#### **1.5 Confidentiality**

Proposals submitted in response to this RFP may contain trade secrets and/or privileged or confidential commercial or financial information which the Proposer (or his subcontractor) does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of such data may be restricted, provided the Proposer marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

"The data contained in Pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a Lease and Development Agreement is awarded to this Proposer as a result of or in connection with the submission of this

proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the Lease and Development Agreement. This restriction does not limit the Parish of Jefferson's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "**CONFIDENTIAL.**"

It should be noted, however, that data bearing the aforementioned legend shall be subject to release under the provision of the Louisiana Public Records Law, LSA-R.S. 44.1 et. seq. The Parish of Jefferson assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant Lease and Development Agreement will become a matter of public record.

However, the Parish of Jefferson reserves the right to make any proposal, including proprietary information contained therein, available to any other parish agency or organization for the sole purpose of assisting the Parish in its evaluation of the proposal. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

### **1.6 Performance Bond**

The successful proposer may be required to provide a performance (surety) bond to insure the successful performance under the terms and conditions of the Lease and Development Agreement negotiated between the successful proposer and the Parish, at the discretion of the Parish Council.

### **1.7 Changes, Addenda, Withdrawals**

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

### **1.8 Cost of Offer Preparation**

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not

include this cost or any portion thereof in the offered Lease and Development Agreement price and terms.

### **1.9 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.10 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final Lease and Development Agreement.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

### **1.11 Lease and Development Agreement Negotiations**

If for any reason the Proposer whose proposal is most responsive to the Parish's needs and other evaluation factors set forth in the RFP considered, does not agree to a Lease and Development Agreement, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Issues including, but not limited to, Indemnification, Termination, Assignment, Audit of Records, Record Retention, Changes to the Agreement, Governing Law, and Claims or Controversies will be addressed in the Lease and Development Agreement. The Parish of Jefferson must approve the final Lease and Development Agreement form to complete the process.

### **1.12 Cancellation of RFP or Rejection of Proposals**

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.



### **1.13 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall enter into a Lease and Development Agreement.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the Parish of Jefferson and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

### **1.14 Award**

**1.14.1** Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, considering experience and other factors considered.

**1.14.2** The award may be made on the basis of the initial offer.

### **1.15 Notice of Intent to Award**

The evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection.

After the selection of the Jefferson Parish Council the Department will notify all unsuccessful Proposers as to the outcome of the evaluation process.

### **1.16 Insurance Requirements**

To adequately protect the interests of Jefferson Parish, the successful respondent shall procure, and maintain in effect during the life of the agreement, the necessary insurance coverage as negotiated between the parties.

## **PART II SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

#### SCOPE OF WORK

Firm shall provide the development of Film and Video soundstages and production offices appropriate thereto. Firm shall also solicit potential users for said soundstages and production offices. Revenues generated by said users will be shared according to the negotiated terms of the Lease and Development Agreement.

### **2.2 Period of Agreement**

The term of any Lease and Development Agreement resulting from this solicitation shall be negotiated between the Parish and the Proposer selected by the Jefferson Parish Council.

### **2.3 Proposal Elements**

#### **2.3.1 Financial**

Describe any potential costs for proposed project associated with the RFP goal implementation and administration that you wish the Parish to consider.

#### **2.3.2 Technical**

Each proposer should address how the Firm will meet all the requirements of this RFP, with particular attention to:

Firm should have venture capital capabilities to develop, on Parish owned property, a soundstage(s) complex complete with production offices.

The soundstage(s) complex with production offices would consist of dimensions negotiated between the successful Proposer and the Parish that respond to the existing marketplace. However, Firm should submit their proposal for the soundstage(s) complex with production offices for Parish consideration that proposer believes is appropriate for the existing marketplace in this region.

This soundstage complex would be built on approximately 101,193.95 sq. ft. of Parish property, with vehicular and utilities access provided by the Parish.

Plans and/or schedule for implementation, etc.

Resumes for key personnel to be assigned to this project, including those of subcontractors, if any.

If available, please provide three (3) references for which similar or larger projects have been or are currently being constructed or managed. Include a contact person and telephone number for each reference.

Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data).

Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

## **PART III EVALUATION**

### **3.1 Selection Criteria**

#### **A) Completeness:**

Each proposal will be reviewed prior to the selection process for completeness and adherence to the prescribed format.

#### **B) Formal Evaluation of RFP Responses:**

##### **Evaluation Process:**

The committee will objectively grade the responses based upon their merit and completeness. Responses will be evaluated in light of the material and substantiating evidence presented in the response. The evaluation process will include verification of references, verification of project team resumes, and confirmation of financial information, etc.

##### **Grading Format:**

Each section or subsection of the RFP response will be considered a separate criterion and will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will then be summed and ranked from highest to lowest.

### **3.2 Grading Criteria**

#### **Experience and Background**

**Total Points – 100**

Past Performance Experience in Projects of a Similar Nature

Quality of References

#### **Ability to Provide Service**

**Total Points – 100**

Experience of Staff

Experience of Firm

Understanding of the Requirements

#### **Proposal – Content and Benefits**

**Total Points – 100**

3.3 Basis for “Grade Percentage”

<b>Grade</b>	<b>Description</b>
0%	Criterion was not addressed in the response or the material presented was totally without merit
20%	Criterion was addressed minimally and/or the response indicated little understanding of the topic, lack of experience, or lack of capabilities
40%	Criterion was addressed minimally, but the response indicated some understanding of the topic, some experience, or some capability
60%	Criterion was addressed adequately and the response indicated a basic understanding of the topic, basic experience, or basic capability
80%	Criterion was addressed and the response indicated some superior features
100%	Criterion was addressed in a superior fashion and the response indicated excellent or outstanding capability

## **INSURANCE REQUIREMENTS**

All insurance requirements shall conform to Jefferson Parish Resolution No. 105529 dated May 17, 2006

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 105529.

### **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

### **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

### **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

### **DEDUCTIBLES**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible be borne by the contractor.

### **UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

### **CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:**

#### **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

#### **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

# RFP 0169

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing the "Development of Film and Video Soundstages/Production Offices on Parish Owned Property", in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

Request for Proposals will be received until 4:00 p.m. Local Time on: Wednesday, May 7, 2008

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(Type Name of Person Authorized to Sign)

---

(Company Name)

---

(Street Address)

---

(City, State, Zip Code)

---

(Area Code) (Phone Number) (Area Code) (Fax Number)

---

(Signature of Person Authorized to Sign)

---

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. RFP package, including instructions and specifications, must be returned in its entirety for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED. THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF  
THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS  
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH  
THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR  
AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS,  
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE  
AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO  
THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY  
RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE  
AND CORRECT COPY OF AN EXCERPT OF THE  
MINUTES OF THE ABOVE DATED MEETING OF  
THE BOARD OF DIRECTORS OF SAID  
CORPORATION, AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

\_\_\_\_\_  
**SECRETARY-TREASURER**

\_\_\_\_\_  
**DATE**



## REQUEST FOR PROPOSAL

### RFP 0169

Jefferson Parish Department of Purchasing is soliciting **Request for Proposals (RFP'S)** from firms interested in providing the “Development of Film and Video Soundstages/Production Offices on Parish Owned Property”

#### EVALUATION OF RFP RESPONSES:

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS RFP IS 300**

1. Experience and Background – Maximum of **100** points
2. Ability to Provide Service – Maximum of **100** points
3. Proposal – Content, Price and Benefits – Maximum of **100** points

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:

JEFFERSON PARISH PURCHASING DEPARTMENT  
GENERAL GOVERNMENT BUILDING  
200 DERBIGNY STREET, STE 4400  
GRETNA, LA 70053

UNTIL **4:00 P.M. LOCAL TIME ON WEDNESDAY, MAY 7, 2008**

The Jefferson Parish Council reserves the right to accept or reject any and all bids, in whole or part and waive informalities, pursuant to the law.

Specifications are available gratis from: [www.jeffparish.net/bids](http://www.jeffparish.net/bids) (click on Bid Downloads) or  
Jefferson Parish Purchasing Department  
General Government Building  
200 Derbigny St., Ste. 4400  
Gretna, LA 70053  
(504) 364-2678

Patricia Lassalle  
Director  
Purchasing Department

Elizabeth Louding, CPPB  
Chief Buyer  
Purchasing Department

**ADV. TIMES PICAYUNE OFFICIAL JOURNAL:  
April 3, 10 & 17, 2008**