

**MOORPARK CITY COUNCIL  
AGENDA REPORT****TO: Honorable City Council****FROM: John Brand, Senior Management Analyst** **DATE: April 30, 2008 (CC Meeting of 05/07/2008)****SUBJECT: Consider Issuance of Request for Proposals for Professional Services to Provide Video Production, Operations and Maintenance Services for the City Government Access Channel MPTV 10****BACKGROUND**

The Council is being asked to approve advertising for competitive proposals for video production and operations services. The primary function is to produce video recordings of City meetings and to operate the City's government access channel, known as "MPTV 10." The incumbent service provider, Videomax Productions, Inc. has been providing the City with video production and operations services since about 1991. In subsequent years, Videomax's Agreement was renewed periodically without competitive bidding. The current two-year agreement for video production services expires on June 30, 2008. Under the current agreement, Videomax is guaranteed \$2,504.00 each month to record a maximum of eight meetings per month, minor maintenance, and liaison with the City. As-needed services such as troubleshooting and repair, and Bulletin Board Services programming are billed at the rate of \$31.50 per hour. Over the past three years, payments averaged \$39,600 per year and are projected to be similar in the current Fiscal Year.

**DISCUSSION**

Historically, the City has issued a single contract that included operations, maintenance, system servicing and repair. The City's current video production equipment and telecasting facility was designed, built, and configured by the incumbent vendor. This time staff recommends separating operations from repair and higher level technical support. The experience and skill sets needed to record live City meetings and support the Bulletin Board Service are quite different than the skills, knowledge, and abilities necessary to configure or repair video equipment. An analogy might be the difference between a school bus driver and a diesel engine mechanic. While some individuals or firms may have both capabilities, it is not necessarily the best approach for the City to be dependant upon one entity for all of its video-related services. However, nothing

precludes a firm with sufficient qualifications and experience to compete for both the video production contract (through the proposed RFQ-RFP) and proposed vendor lists for technical services such as equipment repair or system design services.

The attached RFQ-RFP was designed to meet the current and anticipated needs of the City for video production services. The City's existing Informal Bidding Procedures (MMC §3.08) will be used to establish a vendor list of qualified technical, repair, and design services on an as-needed basis.

### **FISCAL IMPACT**

It is anticipated that approximately \$1,500 in advertising and reproduction fees will be needed for this task. Funds are available within the current Fiscal Year 2007-2008 budget.

### **STAFF RECOMMENDATION**

Approve advertising for a Statement of Qualifications and Proposal for Video Production Services, subject to final language approval by the City Manager and City Attorney.

Attachment: RFQ-RFP



**Request For Statement Of Qualifications  
And Proposal For  
Video Production And Operations Services  
For  
MPTV 10  
MOORPARK GOVERNEMNT ACCESS  
TELEVISION**

**FOR**

**THE CITY OF MOORPARK**

**STEVEN KUENY, CITY MANAGER  
CITY OF MOORPARK  
799 MOORPARK AVENUE  
MOORPARK, CA. 93021  
805-517-6215**

**May 2008**

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### ATTACHMENTS & EXHIBITS

ATTACHMENT 1	Vendor's Affidavit
EXHIBIT A	Draft Agreement
EXHIBIT B	Insurance Requirements
EXHIBIT C	Dispute Resolution Summary
EXHIBIT D	Project Deliverables
EXHIBIT E	Installed Equipment List
EXHIBIT F	Video Flow Diagram
EXHIBIT G	Audio Flow Diagram
EXHIBIT H	Apricot Room Layout
EXHIBIT I	Cost Proposal Form
EXHIBIT J	MPTV 10 Programming Matrix

## I. -- INTRODUCTION

The City of Moorpark ("the City") is seeking Statements of Qualifications and Proposals from qualified persons, firms or organizations ("Vendor") for the video production and operation of MPTV 10, the City's government access television station.

## II. -- CITY'S GOALS

The City's primary goals for the MPTV 10 are:

- I. To continue the operation of the MPTV 10 for live telecasts of public meetings, replays of public meetings, and multiple bulletin board services (BBS) message with graphics.
- II. To improve the quality the MPTV 10 productions during a two-year Agreement.
- III. Acquire necessary equipment and establish procedures to enable immediate and easy updating of the City Government Channel from City Hall, Emergency Operations Center and remote locations, including live emergency telecast capability from City Hall or the EOC.

## III. -- INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed Proposals will be received in City Hall, 799 Moorpark Avenue, Moorpark, CA, until 3:00 p.m. on Tuesday, June 10, 2008. Each Proposal must include an original plus three copies, one electronic PDF copy of the Proposal pages on a CD-ROM, and a work sample DVD submitted to: City Clerk, City of Moorpark, 799 Moorpark Avenue, Moorpark, CA 93021. Proposal package must be in a sealed envelope and clearly marked: "Proposal to Furnish Professional Video Production Services" and DO NOT OPEN WITH REGULAR MAIL

### **Notice of Mandatory Pre-Proposal Meeting:**

The City will conduct a mandatory briefing session and job walk for prospective Vendors.

DATE & TIME: Friday, May 23, 2008, 2:00 p.m.

PLACE: City Hall, 799 Moorpark Avenue, Moorpark, CA 93021

### **Definitions:**

The following meanings are attached to the following defined words when used in these specifications and the attached Professional Services Agreement. The word "City" means the City of Moorpark, California. The word "Vendor" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a Proposal on these specifications or any part thereof.

The abbreviation RFP means "Request for Proposal" and refers to this document in whole and consists of all of the documents contained herein and attached hereto.

The following meanings are attached to the following defined words when used in this RFP and Professional Services agreement. The word "Professional Services Agreement", "contract", "purchase order", "blanket purchase order" means the contractual agreement between the Vendor and the City of Moorpark for the purchase of goods and/or services.

**Proposal Form:**

The Proposal must be made in the format specified herein for that purpose, enclosed in a sealed envelope, and marked "Proposal to Furnish Professional Video Production Services, DO NOT OPEN WITH REGULAR MAIL" and addressed to the City of Moorpark, City Clerk, 799 Moorpark Ave. Moorpark CA. 93021. If the Proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to purchase orders. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic Proposal will be considered.

Any unauthorized conditions, limitations, or provisos attached to a Proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Vendor.

Further information on the content of the Statement of Qualifications may be found in Section VIII of this request.

**Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening Proposals (June 10, 2008). Revisions and amendments, if any, will be announced by an addendum to this Proposal. If the revisions require additional time to enable Vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date. All addenda must be attached to the Proposal. Failure to attach any addendum may render the Proposal non-responsive and cause it to be rejected.

The City reserves the right to reject any and all Proposals received, to take all Proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any Proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective Proposals received. The City reserves the right to reject any Proposal not accompanied with all data or information required.

This Proposal does not commit the City to award a purchase order or to pay any cost incurred in the preparation of a Proposal. All responses to this Proposal become the property of the City of Moorpark. The intent of the descriptions found in this document will govern when any part of the descriptions, specifications, materials, qualities or methods are not completely described, and therefore must be construed to be the same as similar parts that are specified as if fully detailed and set forth in this document.

**Affidavit:**

An affidavit form is enclosed. It must be completed signifying that the Proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the Proposal, that the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a sham Proposal or any other person, firm, or corporation to refrain from proposing, and that the Vendor has not in any manner sought by collusion to secure for itself an advantage over any other Vendor. Any Proposal submitted without an affidavit or in violation of this requirement will be rejected.

**Standards for Evaluation of Proposals:**

The City staff will use the following priorities, as well as pricing, in determining which Proposal best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs.

Proposals will be rated according to their completeness and understanding of the City's needs,

conformance to the requirements of the specifications, prior experience with comparable Proposals, delivery, and cost (if applicable based on estimated annual usage).

- Quality of the material (personnel, experience, expertise, equipment, etc.) or services offered.
- The ability, capacity and skill of the Vendor to perform the required duties or provide the materials and services.
- The capacity of the Vendor to perform or provide the service promptly, within the time specified, and without delay or interference.
- The ability of the Vendor to produce all required or requested services to the complete satisfaction of the City in a timely manner.
- The ability of the Vendor to provide future diagnostics, maintenance, or repair services as may be required.
- The City will have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above.

**Partial Proposal:**

Vendors may submit a Proposal on all or any part of these requirements. However, the City may award one or more purchase orders for these items to the lowest responsible Vendor of each item or groups of like items. The City may award to one Vendor if doing so is in the best interest of the City.

**Firm Price:**

Prices for the services specified are to remain firm for the term of the agreement. The City reserves the right to reject any or all Proposals with pricing of less than two years.

**Errors and Omissions:**

The Vendor will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Vendor's specifications submitted with its Proposal. Full instruction will always be given when errors or omissions are discovered.

**Vendors Examination of Requirements:**

The Vendor is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, and the quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Vendor has made such examination.

**The Professional Services Agreement:**

The Vendor to whom the award is made will be required to enter into a written Professional Services Agreement with the City of Moorpark. By reference, a copy of the notice inviting Proposals, these specifications and the terms and conditions, will be part of the agreement. All materials or services supplied by the Vendor will conform to the applicable requirements of the City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the Vendor, the City reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

All prospective VENDORS are advised to review the terms and conditions contained herein and in the draft agreement (Exhibit "A"). Any exceptions or alternatives to the requirements, terms, or conditions in this RFQ\_RFP or the draft Agreement (Exhibit "A") must be identified by the VENDOR in the PROPSAL.

**Payment Schedule:**

See Draft Agreement (Exhibit "A") and Cost Proposal Form (Exhibit "I").

**Patent Rights:**

The VENDOR agrees to save, keep, hold harmless, defend and fully indemnify the City and any of its officers or agency from all damages, costs, or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights of any person or persons in consequence of the use by the City, or by any of its officers or agent, or articles supplied under this contract any of which the Vendor is not the patentee or assignee, or which the Vendor is not lawfully entitled to sell.

**Contract Extension to Other Cities/Agencies:**

Other Cities/Agencies may be interested in purchasing against an awarded contract, subject to the same price, terms and conditions offered to the City of Moorpark. The City of Moorpark does not warrant any additional use of the contract by such agencies. Other agencies utilizing the contract will place orders with, and make payments directly to, the successful Vendor.

**Notice:**

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY:	City Manager City of Moorpark 799 Moorpark Avenue Moorpark, CA 93021
VENDOR:	<Will be determined upon award of contract>

**IV -- SPECIFICATION OF SERVICES**

**The Cable TV Channel and Current Content:**

The City of Moorpark's Cable TV Channel 10 ("MPTV 10") is currently on the Moorpark Time Warner Cable TV system. Current programming consists of multiple bulletin board graphics messages and "live" City Council meetings, Planning Commission meetings, Parks & Recreation Commission meetings, Arts Commission meetings, and Teen Council meetings. All meetings are also programmed to be replayed using an automated playback system (see attached Exhibit E "Installed Equipment List", and Exhibit F "Video Flow Diagram" and Exhibit G "Audio Flow Diagram"). Currently there is little or no local origination or in-house produced programming beyond the abovementioned civic meetings.

**Primary Video Production Facilities and Equipment:**

Most of the production facility's infrastructure used for both "live" televised meetings and programmed playback are contained within the Video Control Room which is immediately adjacent

to and within the perimeter walls of the City Council Chambers or Apricot Room (see attached Exhibit H "Apricot Room Layout"). The two main systems in the Video Control Room are the Production Control System and the Automated Playback System

**Production Control System:**

The primary **video** equipment deployed in the Production Control System for "live" production recordings and required for operation consists of:

- (4) ceiling-mounted, remote robotic-controlled video cameras
- Multiple Keno Flow Soft Bank lighting instruments and dimmers
- a Ross digital video switcher
- a Leitch Video Router
- an Inscrubber Character Generator
- a Nexus Server for recording
- (2) Pioneer PRV-LX1 DVD Recorders
- (2) SVHS Recorder/Players
- a NEC NP 2150 digital video projector
- and various other video support equipment

The primary **audio** equipment for live production includes:

- over 20 microphone/line inputs feeding
- a TAO Automatic Microphone-Mixing system,
- a feedback suppressor
- Crown Amplifiers
- a Mackie Mixer (for sub-mixing to record)
- and a Leitch Audio Router (linked with video router)

Please see attached Exhibit E "Installed Equipment List", and Exhibit F "Video Flow Diagram" and Exhibit G "Audio Flow Diagram" for a complete list of equipment installed in the Video Production Facilities.

**Automated Playback System:**

The primary video and audio equipment used in the Automated Playback System consists of:

- the Leightonix Nexus Server/Playback system
- an Infocaster Automated Graphic Playback system

**Scope of Services:** The successful bidder (Vendor) will furnish the labor requirements for all televised meetings and the necessary personnel for programming the 24 hour playback of MPTV 10. It is estimated that at least 2 crew members will be required for each "live" televised meeting.

The successful Vendor will provide the following services on a monthly basis (or more frequently as indicated):

- Video production and related support of all City public meetings as designated by the CITY, using at least (2) crewmembers at each meeting.

Typical Meeting Schedule:

Park and Rec. Commission, 1st Monday, 7 p.m.  
Teen Council, 1st Tuesday, 5 p.m.

Moorpark City Council, 1st and 3rd Wednesdays, 7 p.m.  
Arts Commission, 3rd Tuesday (Quarterly), 7 p.m.  
Planning Commission, 4th Tuesday, 7 p.m.

In any given year there are a number of Special Meetings that must be recorded and telecast, as well as a number of Regular Meetings that may be cancelled. Vendor normally receives at least 24-hour notice of meeting schedule changes.

- Automated playback programming and related duties of all public meetings and/or events as required and directed by the City.
- General setup, configuration and testing of the equipment prior to each meeting
- Periodic maintenance and general cleaning and upkeep of all video production facilities (see "Periodic Maintenance" below)
- Creating, maintaining and updating of Bulletin Board System (BBS) content messages and graphic pages as requested by the City. Typically there are three to ten minutes of slide messages (25 – 75 slides) in rotation at any given time, with an average replacement rate of about 15% of content per week. Averaging 5 - 10 slides per week.
- Cleaning and inspection of all robotic cameras and related systems in the Apricot Room (Council Chambers).
- Basic system engineering to maintain quality signals throughout the system including color balance, phase adjustment and timing of signals through all signal paths
- Maintenance of microphones, related cabling and replacement of faulty connectors as necessary
- Programming and configuration of all video levels of recording and processing devices for optimum performance
- Adjust signal levels of all audio processing, mixing and recording devices for optimum performance
- Liaison with necessary cable companies to maintain maximum on-air signal quality
- Technical consulting as necessary to inform or report on any functionality or technology that may improve the workflow and efficiency of maintaining and operating the City of Moorpark's Production Facilities.
- Telephone consultation with City staff concerning on-going replacement of necessary supplies, any public meeting's technical operation issues or potential problems that may arise before, during or after the public meetings.
- Interface with City staff and report on all matters related to the operation and maintenance of the video production facilities.

- Manage and make recommendations regarding inventory of supplies, including consumables (blank DVDs, etc.), as well as minor durable goods (foam microphone windscreens, replacement bulbs, etc.)
- Minor replacement and installation of ancillary devices such as malfunctioning microphones, microphone cabling, light bulbs, light fixtures, etc.
- Managing telecast scheduling for MPTV 10, including meeting re-broadcasts.

**Periodic Maintenance:**

Periodic Maintenance is defined as regular setup, configuration, adjustment and programming of necessary equipment in support of the meetings and are to be construed as “user-level” operations. Any major changes to the video production system or sub-systems are not considered “periodic maintenance” and are beyond the scope of services as set forth in the “Scope of Services” section. No cabling, wiring or re-wiring of equipment or integration changes to the overall configuration or functionality of any equipment within the Video Production Facilities shall be done without prior written consent by the City.

**As Needed Services:**

Upon request the City may require additional services on an as-needed basis that are beyond the scope of services specified herein. Services such as major system configuration changes, additions of major devices or components, or depot services are considered “**As-Needed Services**”.

**Extended Maintenance Services:**

Services for diagnosing, repairing and returning the system to normal operation are considered “Extended Maintenance Services”. The vendor will provide a cost to diagnose, repair and perform extended service maintenance to the Video Production Facilities beyond the basic requirements as set forth in the “Scope of Services” section herein.

When called upon at anytime during the contract agreement period the vendor will agree to charge the City the agreed upon fees for these additional services as submitted on the attached Exhibit I “Cost Proposal Form”.

**Terms and Conditions**

**Conduct and Relationship with City:**

The City of Moorpark expects the full cooperation and support of the successful vendor in the performance and execution of the services as specified. The City has sole discretion over what it deems to be satisfactory performance and in the best interest of the City.

The City's intent is to provide all of the necessary equipment technologies and tools to provide quality television production recordings. All equipment to be utilized as a part of the Video Production Facilities is the sole property of the City of Moorpark. With prior consent from the City the vendor may make use of or operate their own equipment in the performance of services set forth in this RFP when to do so is in the best interests of the City.

**Acceptance:**

Submission of a response to this Proposal will constitute acknowledgment and acceptance that the primary goals of this RFP as set forth in the “Scope of Services” section will be met and fully agreed upon by the successful vendor.

**Duration of Services:**

The successful Vendor's services will continue under a probationary period of 3 months, after which a successful evaluation and assessment of the Vendors performance as qualified by the agreement will be conducted. Upon approval the duration of service will continue for an additional 21 months and/or until a further evaluation of the Vendors performance can be approved.

**Staff Reassignments:**

The City must approve any changes in the production personnel's individual assignments or their levels of involvement with the facilities including but not limited to senior crew positions and their supervisors.

**V -- PROPOSAL CONTENT/FORMAT**

**Statement of Qualifications Content**

The Statement of Qualifications (Under Section VIII "Proposal Form") must be completely filled out and contain the following information:

1. Name and address of person, firm or corporation submitting the proposal.
2. Primary contact person for your firm, and the person(s) who would be responsible for scope of services described herein, and professional resumes of key executive staff and operations staff.
3. Experience of the person, firm or corporation in providing requested scope of services, specifically referencing the operation of similar MPTV 10s, performing arts centers, management of personnel both contract and directly employed, management of concessions or concessionaires, knowledge of MPTV 10 equipment
4. A listing of references that the proposing party believes would further support their qualifications for selection.

**VI. -- PROPOSAL EVALUATION AND SELECTION**

All proposals properly received before the aforementioned date and time will be evaluated by the MPTV 10 Ad Hoc Committee and staff. The proposals will be ranked and an interview will be scheduled with the Vendor. The Vendor selected as the most qualified to provide the requested services will be invited to negotiate an Agreement based on the City's Standard Agreement, which is attached. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified Vendor. The City reserves the right to conduct additional interviews as necessary

The City reserves the right to negotiate the specific requirements and costs using the selected proposal as a basis. The City reserves the right to reject any or all proposals at its sole discretion.

The City is not liable for any costs incurred by the submitting parties or their Vendors in preparing the proposal.

**VII. -- GENERAL PROPOSAL TERMS AND CONDITIONS**

Agreement Requirement - The selected Vendor shall execute a written Agreement with the City within

ten (10) calendar days after notice of selection has been provided to the Vendor at the address given in the proposal. The Agreement shall be made in the form adopted by the City. The Vendor warrants that he/she/it possesses, or has arranged through subcontracts, other equipment, labor and materials necessary to carry out and complete the scope of services hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes and regulations.

Agreement Assignment - The Vendor shall not assign, transfer, convey or otherwise dispose of the Agreement, or its right, title or interest, or its power to execute such an Agreement, to any individual or business entity of any kind without prior written consent of the City.

Non-Discrimination - In the performance of the terms of the Agreement, the Vendor agrees that it will not engage in, nor permit such concessionaires or subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

Communications Regarding RFQ & RFP - If there is doubt as to the meaning or intent of any part of this RFQ-RFP, or if discrepancies or omissions in the RFQ-RFP are discovered, a written request for an interpretation or correction thereof may be submitted to John Brand, Senior Management Analyst, City of Moorpark. Interpretation or correction of the Request for Qualifications shall be made only by addendum duly issued by the City. A copy of any such addendum will be mailed or delivered to each person receiving the RFQ-RFP, and such addendum shall be considered a part of the RFQ-RFP and shall be incorporated therein. All timely requests for information submitted in writing will receive a written response from the City.

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the proposing party. To be considered, however, the modified proposal must be received by the time and date originally specified.

Property Rights - Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

Confidentiality - Prior to selection of a Vendor, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After selection and award of the operating contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Qualifications - The City reserves the right to amend the Request for Qualifications /Proposals by addendum prior to the final proposal submittal date.

Non-Exclusive Contract - The City reserves the right to contract with other firms or individuals during the License term or to issue multiple contracts for individual aspects of the project as may deemed in the best interests of the City.

Insurance - The Vendor shall meet the following provisions and as further specified in Exhibit "B" to insurance coverages.

1. General Conditions - Without limiting the Vendor's indemnification of the City, Vendor shall provide and maintain at its own expense, the insurance listed herein and as further specified in Exhibit "B" covering its operations

2. Worker's Compensation - The Vendor shall procure and maintain, during the life of the Agreement contract, workers' compensation insurance as specified herein and in Exhibit "B".
3. Failure to Procure Insurance- The Vendor's failure to procure or maintain the required insurance shall constitute a material breach of contract under which the City may immediately terminate the Agreement or, at its discretion, procure or renew such insurance to protect the City's interests. Should the City, in its sole discretion, be required to pay any and all premiums in connection with the exercise of this clause, the City shall recover all monies so paid from the Vendor, or deduct all monies so paid from payment(s) due to the Vendor.
4. Underlying Insurance - The Vendor shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, Vendors, agents, and subcontractors, if any, to protect the Vendor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes.
5. Evidence of Coverage - Evidence of coverage herein and as further specified in Exhibit "B", having as a minimum the limits shown, must be submitted and approved prior to commencement of work or any tenancy.

Non-Commitment of City - This Request for Qualifications/Proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the Request for Qualifications/Proposal, if it is in the best interest of the City to do so.

Public Domain - All products used or developed in the execution of any contract resulting from this Request for Qualifications/Proposal will remain in the public domain at the completion of the contract.

Conflict Of Interest - Neither Vendor nor any employees, agents, or subcontractors of Vendor who will be assigned to this project, to the best of Vendor's knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict City may terminate the agreement immediately. (See Exhibit A Section 7).

Conflict of Interest Disclosure - In accordance with California Government Code, the Vendor awarded an Agreement contract **may** be required to file a Conflict of Interest Statement, Form 700. If such a requirement is made, the filing must be no later than thirty (30) days after the execution of the Agreement, annually thereafter prior to April 1st of each year for the duration of the contract, and within thirty (30) days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

Waiver of Conflict of Interest Disclosure - The City Manager may determine in writing that the Vendor, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of the City's Conflict of Interest policy. Such written determination shall include a description of the Vendor's duties and, based upon that description, a statement of the extent of disclosure requirements.

**VIII -- PROPOSAL FORM  
Statement of Qualifications**

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Invitation to Proposal", the following Proposal is submitted to the City of Moorpark.

**Proposal Submitted By:**

\_\_\_\_\_  
Name of Company Website

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Telephone Number/Fax Number

**Form of Business Organization:**

Please indicate the following (check one);

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Other: \_\_\_\_\_

**Business History:**

How long have you been in business under your current name and form of business organization?

\_\_\_\_\_ Years

If less than three (3) years and your company was in business under a different name, what was that name?

\_\_\_\_\_  
\_\_\_\_\_

**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Telephone Number/Fax Number

**Addenda Received:**

Please indicate addenda information you have received regarding this Proposal:

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_ No Addenda received regarding this Proposal.

**Payment Terms:** The City of Moorpark Payment terms are Net 30.

Do you offer any discounted invoice terms? \_\_\_\_\_

**Vendor's Information:**

Contractor's License Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

**Subcontractor's Information:**

If subcontractors will be used in the performance of this project, please provide the following information for each subcontractor:

1. Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

2. Company

Name:

\_\_\_\_\_

Address: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

**Delivery of Services:**

What is the lead-time for services to begin from the time of the Purchase Order?  
\_\_\_\_\_ Days/weeks (circle one)

**References:**

Please supply the names of companies/agencies for which you recently supplied comparable goods and services as requested in this proposal.

Name of Company/Agency	Address	Person to contact/Telephone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Contract Extension to Other Cities/Agencies:**

Please state, if requested by the City, if your company would agree to extend the same price, terms and conditions to other Cities/Agencies.

Yes \_\_\_\_\_ We would agree to extend the same price, terms and conditions.

No \_\_\_\_\_ We would not agree to extend the same price, terms and conditions.

**Maintenance/Warranty Service Information:**

**A. Location:**

How many miles is your company's business office located from the requested delivery address?  
\_\_\_\_\_ miles (799 Moorpark Avenue, Moorpark CA 93021.)

**Additional Proposal Information:**

**A. Executive Summary:**

Proposals shall include an Executive Summary or opening statement providing an overview of the vendors understanding of the project, the responsibilities of the Vendor as set forth herein, and the approach your firm would take if your proposal is accepted.

**B. Project Team:**

Describe your firm's background, qualifications, and ability to perform the services required. Provide a list of the personnel proposed to be employed on the project, their relationship to it and your firm, and their qualifications and experience to effectively manage the scope of services. Attach resumes of

all personnel.

**C. Relevant Experience**

Provide a detailed summary of the relevant experience of the firm with emphasis placed on those areas and qualifications showing the capability to effectively develop and manage the scope of services.

**D. Workload**

Provide a detailed outline of the firm's current workload and ability to provide timely services.

**E. Work Samples**

Submit one (1) DVD or VHS videotape of work samples. Must be work product from members of the proposed project team.

**F. Additional Information**

Submit any additional information or recommendations supporting the proposal.

**ATTACHMENT 1**  
**VENDOR'S AFFIDAVIT**

STATE OF CALIFORNIA  
COUNTY OF VENTURA

\_\_\_\_\_ being first duly sworn, deposes and says:

1. That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Title of Office) (Name of Company)  
hereinafter called Vendor", who has submitted to the City of Moorpark a Proposal for

\_\_\_\_\_  
(Title of PROPOSAL)

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;
3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Vendor did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Vendor or of anyone else, or to raise or fix any overhead, profit or cost element of the Vendor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Moorpark, or of any other Vendor, or anyone else interested in the proposed purchase order;
5. That the Vendor has not in any other manner sought by collusion to secure for itself an advantage over any other Vendor or to induce action prejudicial to the interests of the City of Moorpark, or of any other Vendor or of anyone else interested in the proposed purchase order;
6. That the Vendor has not accepted any Proposal from any subpurchase order or materialman through any Proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Vendor from considering any Proposal from any subpurchase order or materialman, which is not processed through that Proposal depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept Proposals from or through such Proposal depository;
7. That the Vendor did not, directly or indirectly, submit the Vendor's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Moorpark, or to any person or persons who have a partnership or other financial interest with said Vendor in its business.
8. That the Vendor has not been debarred from participation in any state, federal or public works project.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Vendor Signature)

## Exhibit A

### AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF MOORPARK AND FOR \_\_\_\_\_

This Agreement is made and entered into in the City of Moorpark on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Moorpark ("City"), a public body, corporate and politic, and \_\_\_\_\_, a California corporation providing video production services ("Vendor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### **I. Term**

This Agreement shall commence on July 1, 2008 and shall remain and continue in effect until June 30, 2010, unless sooner terminated pursuant to the provisions of this Agreement.

The first three (3) months of this Agreement is a probationary period after which a successful evaluation and assessment of the Vendors performance as qualified by the Agreement will be conducted by the City. Upon approval by the City, the duration of service will continue for an additional 21 months and/or until a further evaluation of the Vendors performance can be approved. During the probationary period, the City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, effectively immediately upon written notice to Vendor.

#### **2. Services**

City hereby retains Vendor in a contractual capacity to perform construction management services as set forth in Exhibit A, Proposal, attached hereto and incorporated herein. If the Proposal is modified by this Agreement, or in the event there is a conflict between the provisions of the Proposal and this Agreement, the language contained in this Agreement shall take precedence.

#### **3. Performance**

Vendor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Vendor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Vendor hereunder to meet its obligations under this Agreement.

#### **4. Responsible Individuals**

The individual directly responsible for Vendor's overall performance of the Agreement

provisions herein above set forth and to serve as principal liaison between Vendor and City shall be \_\_\_\_\_, or designee.

The City Manager, or his designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Vendor. The City Manager is authorized to act on City's behalf to execute all necessary documents which increase the scope of services or change Vendor's compensation, subject to Section 5 hereof.

**5. Payment**

a) For providing services as specified in this Agreement, City shall pay and Vendor shall receive as full compensation a total sum based on fees as shown in Proposal, in no event shall total compensation for the herein described work exceed that described in the proposal without prior written authorization from City.

b) In the event that additional work is required of Vendor, beyond the Scope of Work for this Agreement, Vendor may be authorized to undertake and complete such additional work only if such authorization is provided in writing, identifying the exact nature of the additional work required and a "not-to-exceed" fee to be paid by City for such work.

c) Vendor will submit invoices at the completion of each of the tasks. Invoices shall be submitted on or about the first business day of the month, or as soon thereafter as practical, for services provided. Payment shall be made within 30-days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Vendor's fees it shall give written notice to Vendor within 15-days of receipt of an invoice of any disputed fees set forth on the invoice.

**6. Incorporation by Reference**

a) The City's Request for Statement of Qualifications and Proposals (RFQ-RFP) and the Vendor's Proposal Submission are hereby incorporated in and made a part of this Agreement. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Statement of Qualifications and Proposal; (3) Proposal Submission.

b) All exhibits herein referenced are hereby incorporated into and made a part of the Agreement.

**7. Suspension or Termination of Agreement**

a) This Agreement, or portions thereof, may be terminated or canceled in any one of the following manners:

1. By mutual agreement of both parties,
2. Upon ten (10) days written notice by City, with or without cause,

3. Upon thirty (30) days written notice by Contractor, with or without cause,

4. If in the sole subjective judgment of City at any time or times after the commencement of the term of this Agreement, Contractor fails to perform the services required of it or fails to perform such services in accordance with the terms hereof, the City upon at least seventy-two (72) hours written notice to Contractor, and without prejudice to any other remedies the City may have, may terminate this Agreement and Contractor's services and any obligations the City may have under this Agreement. The written notice shall instruct Contractor to cease its services as of a specified date, and City shall have no further obligation to pay for services tendered or otherwise.

b) If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

c) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Vendor the actual value of the work performed up to the time of the termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Vendor will submit an invoice to the City pursuant to Section 5.

## **8. Default of Vendor**

a) The Vendor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Vendor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Vendor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Vendor. If such failure by the Vendor to make progress in the performance of work hereunder arises out of causes beyond the Vendor's control, and without fault or negligence of the Vendor, it shall not be considered a default.

b) If the City Manager or his/her designee determines that the Vendor is in default in the performance of any terms or conditions of this Agreement, the City Manager shall cause to be served upon the Vendor a written notice of the default. The Vendor shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Vendor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **9. Indemnification for Professional Liability**

Vendor agrees to indemnify, protect, defend, and hold harmless the City of Moorpark, and any and all of its officials, employees, and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Vendor, its officers, agents, employees or sub-Vendors in the performance of professional services under this agreement.

## **10. Indemnification for Other than Professional Liability**

Other than in the performance of professional services and to the full extent permitted by law, Vendor shall indemnify, defend, and hold harmless City, and any and all of its officials, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, or are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Vendor or by any individual or entity for which Vendor is legally liable, including but not limited to officers, agents, employees, subvendors, or contractors and subcontractors of Vendor.

## **11. General Indemnification Provisions**

Vendor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subvendor, contractor, subcontractor, or any other person or entity involved by, for, with, or on behalf of Vendor in the performance of this Agreement. In the event Vendor fails to obtain such indemnity obligations from others as required here, Vendor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Vendor and shall survive the termination of this agreement or this section.

City does not and shall not waive any rights that it may have against Vendor by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in Section 9 and 10 of this Agreement.

## **12. Insurance**

Vendor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

## **13. Independent Contractor**

a) Vendor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees, or agents, except as set forth in this Agreement. Vendor shall not at any time or in any manner represent that it or any of its officers,

employees, or agents are in any manner officers, employees, or agents of the City. Vendor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b) No employee benefits shall be available to Vendor in connection with the performance of this Agreement. Except for the fees paid to Vendor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Vendor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Vendor for injury or sickness arising out of performing services hereunder.

**14. Notices**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

City: City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021  
Attn: City Manager

Vendor:

**15. Assignment**

The Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. It is understood and acknowledged by the parties that Vendor is uniquely qualified to perform the services provided for in this Agreement.

**16. Entire Agreement**

This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral Agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral Agreement, understanding, or representation be binding on the parties hereto. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared. No waiver of any provision of this Agreement shall be deemed or shall constitute, a waiver of any other

provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provisions. No waiver shall be binding, unless executed in writing by the party making the waiver.

**17. Anti-Discrimination**

In the performance of the terms of this Agreement, Vendor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, creed, sex, sexual orientation, national origin, ancestry, religion, physical disability, medical disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.

**18. General Conditions**

a) Vendor agrees not to work for any private firm located within the City limits or its Area of Interest, or for any public agency where its jurisdiction includes all or part of the City without the prior written consent of the City, during the term of this Agreement. Furthermore, Vendor agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated City employees.

b) City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Vendor performing services hereunder for City.

c) At the time of 1) termination of this Agreement or 2) conclusion of all work, all work product or intellectual property, including but not limited to all original reports, documents, calculations, computer files, notes, video, images, and other related materials whether prepared by Vendor or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software. All work product or intellectual property becomes the property of the City as it is developed and may not be used by Vendor without the written consent of the City.

d) Nothing contained in this Agreement shall be deemed, construed or represented by City or Vendor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between City and Vendor.

e) In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f) Cases involving a dispute between City and Vendor may be decided by an

arbitrator if both sides agree in writing on the arbitration and on the arbitrator selected, with costs proportional to the judgment of the arbitrator.

g) The captions and headings of the various Sections and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Sections and Exhibits hereof.

h) If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never-the-less continue in full force without being impaired or invalidated in any way.

i) No officer, employee, director or agent of the City shall participate in any decision relating to this Agreement which affects the individual personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

**19. Governing Law**

The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

**20. Authority to Execute this Agreement**

The person or persons executing this Agreement on behalf of Vendor warrants and represents that this individual has the authority to execute this Agreement on behalf of the Vendor and has the authority to bind Vendor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF MOORPARK:**

**VENDOR:**

\_\_\_\_\_  
Steven Kueny  
City Manager

\_\_\_\_\_

## EXHIBIT B

### **Insurance Requirements**

Prior to the beginning of and throughout the duration of the Work, Vendor will maintain insurance in conformance with the requirements set forth below. Vendor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Vendor agrees to amend, supplement or endorse the existing coverage to do so. Vendor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Vendor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Vendor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Vendor or Vendor employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Worker's Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Vendor. Vendor and City agree to the following with respect to insurance provided by Vendor:

1. Vendor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, servants, agents, and independent Vendors ("Agency indemnities"), using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Vendor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Vendor, or Vendor's employees, or agents, from waiving the right of subrogation prior to a loss. Vendor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractor's to do likewise.
3. All insurance coverage and limits provided by Vendor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Vendor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Vendor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Vendor or deducted from sums due Vendor, at City option.
8. Certificates are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Vendor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Vendor or any subvendor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Vendor agrees to ensure that subcontractors, and any other party involved with the project, who is brought onto or involved in the project by Vendor, provide the same minimum insurance coverage required of Vendor. Vendor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Vendor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Vendor agrees not to self-insure or to use any self-insured retention or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Vendor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Vendor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Vendor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Vendor, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage, only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Vendor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Vendor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Vendor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Vendor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered

shall be submitted prior to expiration. A coverage binder or letter from Vendor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Vendor under this agreement. Vendor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a give coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party of insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Vendor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Vendor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Vendor agrees to provide immediate notice to City of any claim or loss against Vendor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT C  
**DISPUTE RESOLUTION SUMMARY**

STATE OF CALIFORNIA

**AFFIDAVIT**

COUNTY OF VENTURA

\_\_\_\_\_ being first duly sworn deposes and says:

That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Title of Office) (Name of Company)

hereinafter called "Vendor", who has submitted to the City of Moorpark a PROPOSAL to **Furnish Professional Video Production Services.**

Any dispute issue raised during the Contract Agreement Period will be handled by use of the fact-finding method of resolution. The Vendor will agree to resolve properly detailed disputes. An example of a properly detailed dispute is: *equipment will not work as designed, equipment no longer functioning, etc.*

The City suggests the use of the following DISPUTE resolution steps:

1. Define the problem
2. Immediately notify the City of issues
3. Summarize all causes and prioritize
4. Identify all solutions and prioritize them
5. Analyze the potential solution
6. Select the best solution
7. Present solution to City for approval

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Vendor Signature)

\_\_\_\_\_  
(Title)

## EXHIBIT D

### **PROJECT DELIVERABLES**

Strictly as a guide and reminder, not to supersede those specifications herein, project deliverables shall include, but not be limited to the following:

**All responses must include the following components:**

- Vendor's Statement Of Qualifications (Section VIII of this document)
- Vendor's Response (Section III of this document)
- Vendors Affidavit (Attachment 1)
- Signed Professional Services Agreement (Exhibit A)
- Insurance Requirements (Exhibit B)
- Conflict Resolution Summary (Exhibit C)
- Cost Proposal Form (Exhibit I)

Exhibit E  
"Installed Equipment List"

<b>Rack 1 OF 4</b>			<b>RACK LAYOUT (Engineer Position)</b>
<b>Position</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Description of Equipment</b>
1	Motorola		Cable TV Box (interactive digital communications)
2	Panasonic	AG-2560	VHS Recorder/Player
3	Pioneer	PRV-LX1	Dual DVD Recorder/Player #2 of 2
4	Pioneer	PRV-LX1	Dual DVD Recorder/Player #1 of 2
5	Sony	LMD-4420	4 x 1 Source Monitors (labeled VRD-1 thru 4)
6	Sony	LMD-1420	14" LCD Monitor (labeled ENG-SWR)
7	Tascam	CC-222MKII	Bi-directional CD/Tape Cassette Recorder/Dubber
8	Magni Systems	AVM-510A	Automated Vide Monitor with Waveform Vectorscope Display
9	Extron	VSC 200D	Computer to Video Scan Converter (Composite, Component and to SDI)
10A	Extron	SW6 VGAXi	VGA Auto Switcher with front panel manual control (1/2 rack size)
10B	Extron	DVS 150	Digital Video Scaler w/panel control (1/2 rack) (Not being used-not connected)
11A	Extron	P/2 DA 4 PLUS	15-Pin HD Distribution Amplifier (1/2 rack)
11B	Shure	UC4-UB	Wireless Microphone Receiver (1/2 rack)
<b>TABLE TOP</b>			
12	Videotek	VIS-1201	Video Switcher (labeled ENG-SWR)
13	Telemetrics	CP-3A	Robotic Camera Control Panel (4 camera control)
<b>BELOW TABLE TOP</b>			VIS-1201
14	Furman	PL PLUS	Power Conditioner with dimmable front panel light #1 of 3
15	ESE	ES-247E	Quad 1 x 6 Video distribution amplifier #1 of 2 (3? VDA's in 1 rack)
16	ESE	ES-247E	Quad 1 x 6 Video distribution amplifier #2 of 2
17	ESE	ES-246	Quad 1 x 6 Audio distribution amplifier #1 of 2 (4 ADA's in 1 rack)
18	ESE	ES-247	Quad 1 x 6 Audio distribution amplifier #2 of 2
19	Tripp-Lite	2200RMX L2U	SMARTPRO Uninterruptible Power Supply (UPS) #1 of 2

<b>Rack 2 OF 4</b>			<b>RACK LAYOUT (Audio Position)</b>
<b>Position</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Description of Equipment</b>
1	Panasonic	WV-RC550	Camera Remote Control Unit (Cam-1) (for coloring and level control)
2	Panasonic	WV-RC550	Camera Remote Control Unit (Cam-2)
3	Panasonic	AG-DS555	SVHS Video Tape Recorder (labeled VRD-3)
4	Leitch	DTD-5230	Digital Time Display of Timecode
5	Sony	PVM-14M2U	14" CRT Monitor (labeled PREVIEW)
6A	Sony	PVM 97	9" CRT Black and White Source Monitor #1 of 4
6B	Sony	PVM 97	9" CRT Black and White Source Monitor #2 of 4
7	dbx	166XL	2 Channel Compressor/Limiter/Gate Audio processor
8	TOA	D-901	Digital Audio Mixer #1 of 2 (labeled SUB-A)
9	TOA	D-901	Digital Audio Mixer #2 of 2 (labeled SUB-B)
<b>TABLE TOP</b>			
10	Mackie	1604-VLZPro	16 Channel Audio Mixer (main program mixer)
<b>BELOW TABLE TOP</b>			
11	Sabine	FBX 2400	Dual Feedback Exterminator #1 of 3
12	Sabine	FBX 2400	Dual Feedback Exterminator #2 of 3
13	Sabine	FBX 2400	Dual Feedback Exterminator #3 of 3
14	Crown	CTs 600	Audio Amplifier
15	Crown	CTs 1200	Audio Amplifier #1 of 2
16	Crown	CTs 1200	Audio Amplifier #2 of 2
17	Tripp-Lite	2200RMX L2U	SMARTPRO Uninterruptible Power Supply (UPS) #2 of 2

#00102

Exhibit E  
"Installed Equipment List"

<b>Rack 3 OF 4</b>			<b>RACK LAYOUT (Director Position)</b>
<b>Position</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Description of Equipment</b>
1	Panasonic	WV-RC550	Camera Remote Control Unit (Cam-3) (for coloring and level control)
2	Panasonic	WV-RC550	Camera Remote Control Unit (Cam-4)
3	Panasonic	AG-DS550	SVHS Video Tape Recorder (labeled VRD-4)
4	Dorrough	20-A2	2 Channel Loudness monitor LED meters (DUAL MODELS W RACK-MOUNT)
5	Sony	PVM-14M2U	14" CRT Monitor (labeled PREVIEW)
6A	Sony	PVM 97	9" CRT Black and White Source Monitor #3 of 4
6B	Sony	PVM 97	9" CRT Black and White Source Monitor #4 of 4
7	Furman	PL PLUS	Power Conditioner with dimmable front panel light #2 of 3
8	Leitch	RCP-ABA1 XYP	Alphanumeric XY Router Panel
9	Hotronic	AP41	Time Base Corrector (labeled TBC)
10	Ross	S1-052	Single Auxiliary Bus Switching Control Panel
11	Burst	LG-4	Video Logo/Bug Generator
12	Crown	D-75A	2 Channel Audio Amplifier (feeds the JBLs)
13	Videotek	VSG-204D	601 Digital Sync Generator
<b>TABLE TOP</b>			
14	IO Gear	DVI 4	4 Port DVI KVM switch to view various computer outputs on single monitor
15	Ross	Synergy 100blk	Switcher Control Panel
<b>BELOW TABLE TOP</b>			
16	AJA		Video Processing Frame (7-RD5AD cards, 3-R443 cards)
17	Ross	Synergy 1	Switcher Processing Frame (chassis rackmount)
18	Telemetry		Power Supply (1RU)
19	Telemetry		Serializer Control
20	APC		UPS Modules 1 of 2
21	APC		UPS Modules 2 of 2

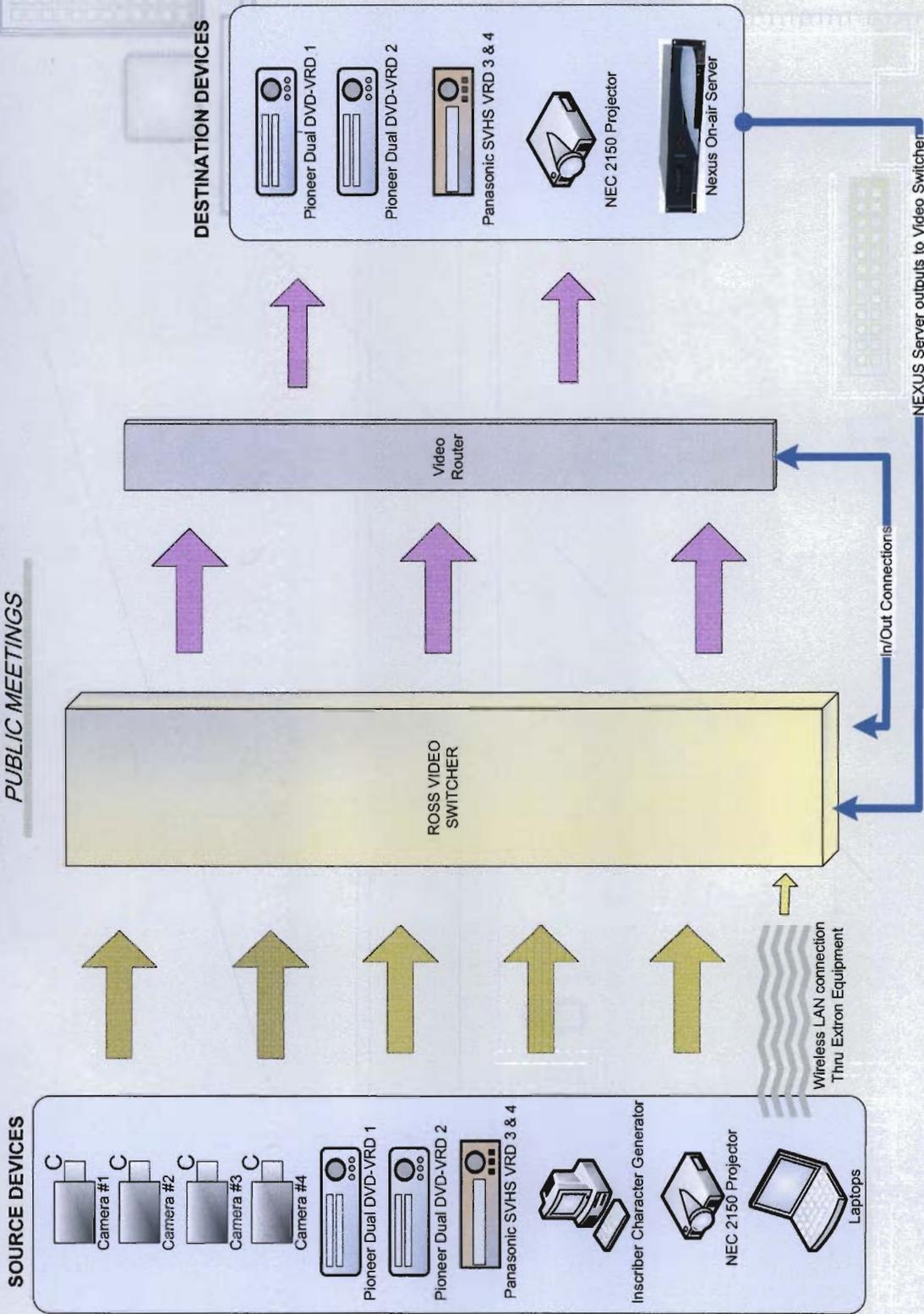
<b>Rack 4 OF 4</b>			<b>RACK LAYOUT (Character Generator Position)</b>
<b>Position</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Description of Equipment</b>
1	Radiant Com. Corp	1310nm	Video and Audio Fiber Transmitter
2	Lacie	1-TeraByte	Harddrive storage for Leightronix Nexus Server
3	Leightronix	Nexus	Network Video System Controller (on-air SERVER playback & automation)
4	Netgear	FS-105	Fast ethernet switch
5	Ocean Matrix	OMX-7016	Video Distribution Amplifier
6	Furman	PL PLUS	Power Conditioner with dimmable front panel light #3 of 3
7	Videotek	DM-141S	Digital Television Tuner
8	Ross	S100-053	Multiple Auxiliary Bus Switching Control Panel
9	Viewsonic	VP201b	20" LCD Monitoring Panel (monitors output of KVM?)
10	Sony	PVM-8040	9" CRT Monitors (labeled ISO)
11	Sony	PVM-8040	9" CRT Monitors (labeled ISO)
12	Harris	Infocaster	Rackmounted CPU and storage for Infocaster Player?
<b>TABLE TOP</b>			
13	(city phone)		
14	Saitek		QWERTY Keyboard with number keys
<b>BELOW TABLE TOP</b>			
15	Harris	Infocaster	CPU Tower for STUDIO CG?
16	Leitch	P32X32VO	Video 32 X 32 Router chassis frame (Panacea)
17	Leitch	P32X32A20	Analog Audio 32 X 32 Router chassis frame (Panacea)

Exhibit E  
 "Installed Equipment List"

In Chambers	Equipment LAYOUT (throughout chambers)	
Manufacturer	Model	Description of Equipment
Panasonic	AW-E600	Color Video Camera- 3CCD #1 of 4
Panasonic	AW-E600	Color Video Camera- 3CCD #2 of 4
Panasonic	AW-E600	Color Video Camera- 3CCD #3 of 4
Panasonic	AW-E600	Color Video Camera- 3CCD #4 of 4
Fujinon	S14X73BWMD	Teleconference Lens for Panasonic Cameras #1 of 4
Fujinon	S14X73BWMD	Teleconference Lens for Panasonic Cameras #2 of 4
Fujinon	S14X73BWMD	Teleconference Lens for Panasonic Cameras #3 of 4
Fujinon	S14X73BWMD	Teleconference Lens for Panasonic Cameras #4 of 4
NEC	2150	LCD PROJECTOR w/wireless LAN Capabilities/Picture transmission
Sharp	XG-V10XU	LCD Projector
Sharp	AN-LV26EZ	Motorized Zoom Lens (1.3-1.5 Ratio) for Projector
Sharp	AN-XGCM70	Ceiling Mount afor Projector

# PRODUCTION CONTROL FACILITIES

BASIC VIDEO SIGNAL FLOW  
PUBLIC MEETINGS



VIDEO

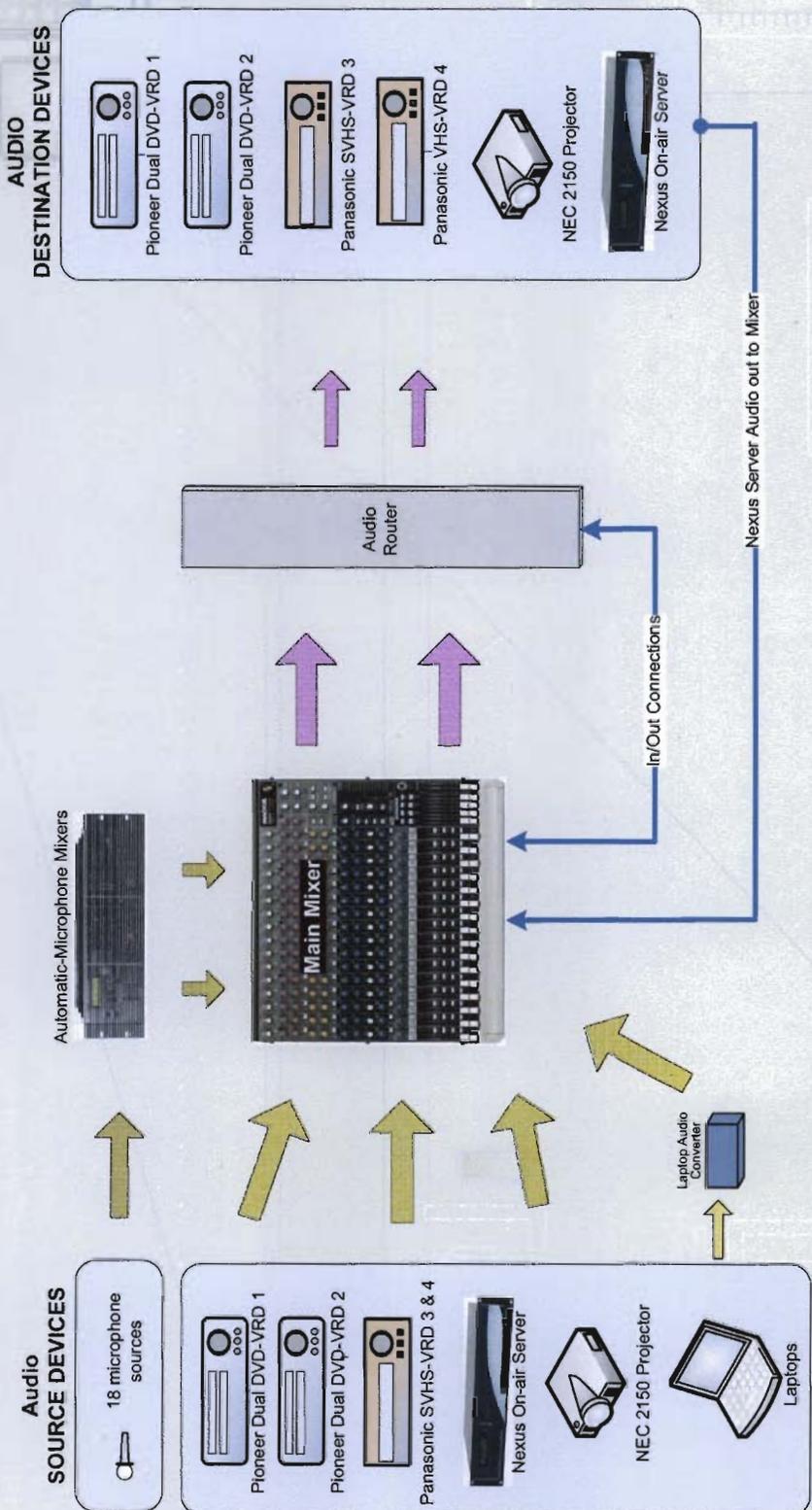
DARREN DOERSCHIEL  
Systems Integrator Columbus, OH  
2/10/2008

# PRODUCTION CONTROL FACILITIES

## BASIC AUDIO SIGNAL FLOW

### PUBLIC MEETINGS

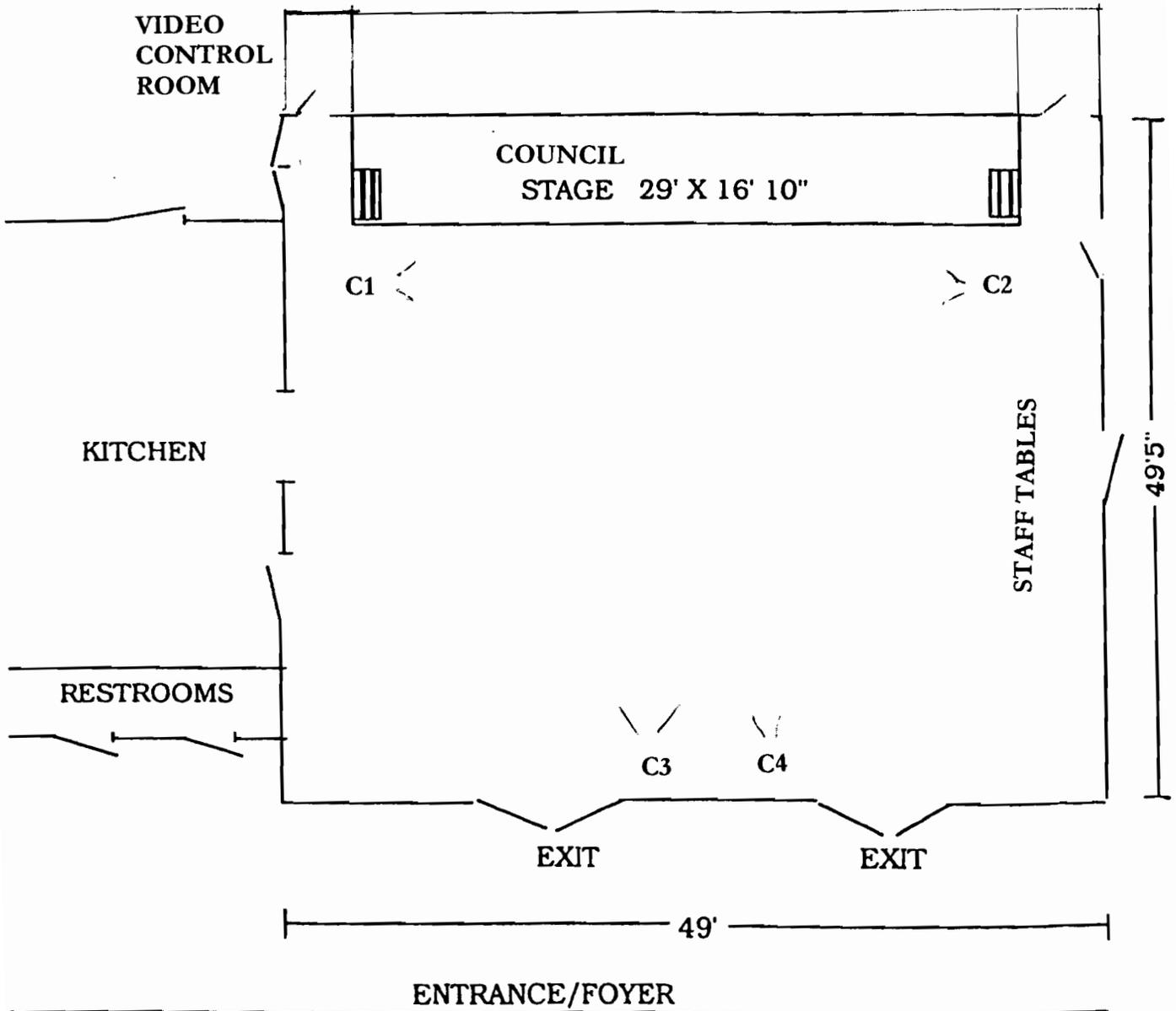
AUDIO



DARREN DCERSCHIEL  
Systems Integrator, Inc. 4/04/08  
21/10/2008

# MOORPARK COMMUNITY CENTER

## APRICOT ROOM FLOOR PLAN



## Exhibit I

### Cost Proposal Form

Item #	Qty	Description	Hourly Rate	Exceptions
<b>REGULAR MONTHLY SERVICES LABOR FEE</b>				
1	1	<b>Hourly Standard Meeting Rate.</b> 3-hour minimum guarantee. The guaranteed 3-hour minimum fee includes 1 hour paid for prep time, and 2-hours paid for standard meeting duration equaling 3 hours total. Vendor to provide all services as necessary and specified in the "Scope of Services." Invoicing to be for actual time worked in 15 minute increments. (Calculate for 2 crewmembers).		
2	1	<b>Extended Meeting Hourly Rate.</b> Hourly rate for each additional meeting hour beyond the standard meeting duration. Invoicing to be for actual time worked in 15 minute increments. (Calculate for 2 crewmembers).		
3		<b>Standard Messages Fee.</b> Creation of up to 5-10 messages per week (see Scope of Services section for more details) Invoicing to be for actual time worked in 15 minute increments.		

Item #	Qty	Description	Hourly Rate	Exceptions
<b>AS-NEEDED SERVICES</b>				
4	1	<b>Standard Crew Services.</b> Hourly Rate for crewmember to perform additional standard services <u>within</u> the "Scope of Services" on an as-needed basis and upon request by the City during normal business hours. Examples: creating additional graphics beyond average-maximum, or assisting City Staff on any aspect of Channel operations outside of normal engagement periods. Invoicing to be for actual time worked in 15 minute increments.		
5	1	<b>Extended Crew Services.</b> Hourly Rate for Video Technician to perform Services beyond the "Scope of Service" including but not limited to delivering equipment to repair site, install and uninstall equipment, building cable/wire as needed, re-configuration of system devices upon request. Invoicing to be for actual time worked in 15 minute increments.		
<b>EXTENDED MAINTENANCE SERVICES</b>				
6	1	<b>Video Engineer Services.</b> Hourly Rate for Troubleshooting and Repairing Equipment beyond the "Scope of Services" and beyond "Periodic Maintenance" as is required and further specified. Invoicing to be for actual time worked in 15 minute increments.		
7	1	Required Hourly Minimums, if any (2,3, 4 hours Minimum?)		

**Channel 10 Programming Schedule (Typical)**

Week 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Week 1						
6:00 AM	BBS	BBS	BBS	BBS	BBS	BBS	BBS							
2:00 PM							City Council (Replay) 2 pm							
5:00 PM							Park & Rec. Com. (Live) 7pm		Planning Commission (Replay) 7 pm * (either 1st or 5th Tues.)	City Council (Live) 7 pm	City Council (Replay) 7 pm	BBS	BBS	
6:00 PM														
7:00 PM							BBS		BBS	BBS	BBS	BBS	BBS	
8:00 PM														
9:00 PM							BBS		BBS	BBS	BBS	BBS	BBS	
10:00 PM														
11:00 PM							BBS		BBS	BBS	BBS	BBS	BBS	
12:00 AM														
Week 2							Sunday		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:00 AM							BBS	BBS	BBS	BBS	BBS	BBS	BBS	
6:00 PM	Park & Rec. Com. (Replay) 7 pm	BBS	BBS	BBS	BBS	BBS								
7:00 PM														
8:00 PM	BBS	BBS	BBS	BBS	BBS	BBS								
9:00 PM														
10:00 PM	BBS	BBS	BBS	BBS	BBS	BBS								
12:00 AM														
Week 3	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday		Saturday						Week 3
6:00 AM	BBS	BBS	BBS	BBS	BBS	BBS	BBS							
2:00 PM							City Council (Replay) 2 pm							
3:00 PM														
4:00 PM							City Council (Live) 7 pm	City Council (Replay) 7 pm	BBS	BBS	BBS	BBS		
5:00 PM														
6:00 PM							BBS	BBS	BBS	BBS	BBS	BBS		
7:00 PM														
8:00 PM							BBS	BBS	BBS	BBS	BBS	BBS		
9:00 PM														
10:00 PM							BBS	BBS	BBS	BBS	BBS	BBS		
11:00 PM														
12:00 AM							BBS	BBS	BBS	BBS	BBS	BBS		
5:00 AM														
Week 4	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Week 4						
6:00 AM	BBS	BBS	BBS	BBS	BBS	BBS	BBS							
12:00 PM			Planning Commission (Live) 7 pm						BBS	BBS	BBS	BBS	BBS	
6:00 PM														
7:00 PM			BBS						BBS	BBS	BBS	BBS	BBS	
8:00 PM														
10:00 PM			BBS						BBS	BBS	BBS	BBS	BBS	
11:00 PM														
12:00 AM			BBS					BBS	BBS	BBS	BBS	BBS		
1:00 AM														
5:00 AM	BBS	BBS	BBS	BBS	BBS	BBS								
Week 5	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Week 5						
6:00 AM	BBS	BBS	BBS	BBS	BBS	BBS	BBS							
12:00 PM			Planning Commission (Replay) 7 pm * (either 1st or 5th Tues.)						BBS	BBS	BBS	BBS	BBS	
6:00 PM														
7:00 PM			BBS						BBS	BBS	BBS	BBS	BBS	
8:00 PM														
10:00 PM			BBS						BBS	BBS	BBS	BBS	BBS	
11:00 PM														
12:00 AM			BBS						BBS	BBS	BBS	BBS	BBS	
1:00 AM														
5:00 AM			BBS					BBS	BBS	BBS	BBS	BBS		