



**CITY OF SAN GABRIEL**

**NOTICE OF REQUEST FOR PROPOSALS**

**Video Production, Recording, Editing and Support Services**

**RFP No. 2016-06**

**CITY OF SAN GABRIEL  
NOTICE OF REQUEST FOR PROPOSALS  
Video Production, Recording, Editing and Support Services**

**NOTICE IS HEREBY GIVEN** the City of San Gabriel (City) will receive proposals for providing video production, recording, editing, programming services for City Council meeting videos and programming and support services for slides on City's cable channel.

Proposals will be received at the City Hall City Clerk's Department, 425 S. Mission Drive, San Gabriel, California, 91776 until 5:00 p.m. on Tuesday, July 5, 2016. All proposals must be clearly marked, "**CITY OF SAN GABRIEL VIDEO PRODUCTION, RECORDING, EDITING AND SUPPORT SERVICES PROPOSAL,**" and shall be delivered to the City Clerk's Department Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m., except holidays and days which City Hall is closed. **POSTMARKS WILL NOT BE ACCEPTED.**

Submit three (3) copies of your Proposal. It should be understood that the final fee will be negotiated with the City. As part of the Cost Proposal, please provide a breakdown of the hourly rates and any other applicable fees.

All submitted proposals will be reviewed and analyzed by City staff and the proposals which best meet the City's needs will be selected for further analysis and negotiation. The City reserves the right, in its sole discretion during the selection process, to reject any or all proposals or any portion without exception or explanation.

Parties interested in obtaining a Request for Proposals (RFP) Package (at no cost) can email the City Clerk Department at [cityclerk@sgch.org](mailto:cityclerk@sgch.org). For questions regarding this RFP you may contact Gloria Molleda, Chief City Clerk at 626-608-2800, extension 4601, or [gmolleda@sgch.org](mailto:gmolleda@sgch.org).

**MANDATORY WALK-THROUGH**

A walk-through has been scheduled for **Monday, June 13, 2016 at 1:00 p.m.**; any questions will be answered at this time. Proposers will have an opportunity to examine the City's Council Chamber. Attendance of the walk-through is mandatory for parties wishing to submit a proposal.

**SUBMITTAL DEADLINE**

**TO BE CONSIDERED, PROPOSAL MUST BE SUBMITTED NO LATER THAN Tuesday, July 5, 2016, at 5:00 p.m.** at the City Clerk Department, 425 South Mission Drive, San Gabriel, California, 91776. Postmarks will not be accepted. Failure of, or disturbances in any mail service is not a legitimate reason for proposals submitted after the above due date. Electronic mail or facsimiles will not

be accepted. *The City may extend the deadline at its discretion.*

## **1.0 BACKGROUND**

The City of San Gabriel (City) is seeking proposals from qualified Consultants for professional video and programming services to provide a variety of video production, recording, editing, and support related tasks assigned by the City Clerk's Department in support of various departments, events, and projects throughout the City. The successful Consultant must have the knowledge, expertise, staff, and availability to perform all the work as specified within this RFP; and, have the resources to conduct a full service turnkey video recording and production operation. City does not commit to a specific number of projects or hours that video services and support may be needed.

## **2.0 SCOPE OF SERVICES**

### **2.1 PUBLIC ACCESS CABLE OPERATIONS**

The Consultant will maintain the necessary equipment and provide services necessary to program the City's public access television channel, this may include but is not limited to scheduling prepared slides, public service announcements videos and previously recorded public meetings for broadcast on the channel using provided equipment. Consultant may be asked to upload new message slides onto City's cable channel as specified by the City.

The Consultant will be required to maintain all onsite equipment necessary to operate the cable channel including trouble shooting equipment problems and interfacing with Charter Cable representatives to identify and resolve problems.

Consultant will work with City of San Gabriel to craft channel policies and will manage the city PEG (Public, Education and Government) channel programming.

Consultant will have the relevant knowledge and experience in PEG television policy and law to consult the city on upcoming trends and issues. Consultant expertise in PEG programming and policy is a must.

Consultant will work with residents and city staff to implement PEG policies and field programming content requests and issues by residents and city staff per the policies developed with the city. Requests for programming and potentially relevant programming for the city channel will be delivered to the Consultant and reviewed by the Consultant on a case by case basis as to whether it pertains to City of San Gabriel PEG policies and is suitable for programming.

Consultant shall consult the city regarding trends and issues affecting PEG (Public Education and Governmental) channels and keep abreast of PEG issues by maintaining ties to relevant local and national PEG organizations.

Consultant is encouraged to provide additional programming content such as Public Service Announcements and other Government and Educational content that may be created elsewhere or by Consultant and applicable and available for playback in city of San Gabriel.

## 2.2 RECORDING AND BROADCASTING CITY MEETINGS

The Consultant will be required to be on site and attend all City Council meetings to record meetings. Meetings must be broadcast live via the internet and a video recording of the meeting must be available for viewing within 24 hours on the internet and the City's public access channel.

The Consultant will provide a cost proposal and timeline to outfit city chambers with television production equipment and give the city the ability to cablecast and online broadcast live and prerecorded material such as meetings, public service announcements and other events that may occur in chambers or be of interest to City. The proposal will include at least 3 cameras, the ability to live switch and cablecast meetings in chambers, as well as provide for the archival of meetings on a locally stored playout/broadcast server and via internet service and on recordable DVD for backup. The playout server used for the purpose of archival and playback of meetings, PSAs and video of interest in the City will have the ability to be preprogrammed and accessed on a regular basis either by city staff or Consultant's staff.

Consultant shall reserve time weekly for the purpose of programming and updating the city's channel with relevant video content as well as the city's bulletin board/calendar of events under the direction of city staff.

The Consultant will provide staff and production support to telecast at City's discretion any and all regular and special, non-study session City meetings throughout the year. The base proposal fee amount should include a minimum of two (2) meetings each month being recorded and telecast. The proposal should include per meeting and/or hourly rate for recording and telecast additional meetings. Additions to the minimum meeting coverage will be requested by the City and agreed to on a case by case basis between Consultant and the City.

Typically, City Council meets on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month and the video service needs will begin at 7:30 p.m. on meeting days, and continue until the meeting has concluded and all video production assigned tasks have been completed; including producing a finalized/playable DVD-R disc for City record and a format as necessary for transmittal to City's local cable channel. The DVD-R disc shall also be labeled with the total running time in hours, minutes and seconds. DVD-R discs for City Council meeting recordation will be provided by Consultant. Special meetings are scheduled on an as needed basis and to accommodate holiday scheduling.

## 2.3 SPECIAL EVENTS AND PROJECTS

Video service projects and tasks are needed on an as-needed basis throughout the year.

Consultant shall have the needed resources (camera equipment, lighting, editing computers, studio space) to film and edit special events, public service announcements and programs of interest to city of San Gabriel. Projects can vary from short promotional videos to full-length event coverage videos. With reasonable notice, the Consultant will be required to attend events or project shoots for video recording, in addition to creating a final video product for distribution through multiple outlets including digital, DVD, social media, etc. Several examples can be found on the City's YouTube channel here:

<https://www.youtube.com/channel/UCniLDPXskawRaAntVyeaqLw>

## 2.4 TRANSLATION SERVICES

The Consultant shall provide pricing on translation services for the recordings of City Council meetings in the following languages: Spanish, Chinese and Vietnamese. This service shall be offered to the City as an optional addition.

## 3.0 SERVICE HOURS AND PROJECT REQUESTS

The Consultant's response time following a request for service from the City shall be within one working day, at no extra charge. The Consultant's responses will include a confirmation of service/project direction and needs, as well as an estimated number of billable hours to be dedicated to the project and the turnaround time of the request. Consultant will maintain a computerized and hard copy record of project requests.

All meetings will be recorded and available for broadcast within 24 hours. Consultant will encode and index City Council meetings for use on the web, provide a live online broadcast of City Council meetings without ads. Consultant is to upload new message slides onto City's cable channel twice a month as specified by the City and upload any public service announcements at the request of the City.

## 4.0 CONSULTANT SELECTION SCHEDULE

The City intends to utilize the following planning chart for the timetable and process of evaluating proposals.

Request for Proposals issued:	May 26, 2016
Mandatory Walk-Through:	June 13, 2016
Deadline for Questions or Requests for Information:	June 20, 2016
Proposals due and received (by 5:00 PM):	July 5, 2016
City Council Approval of Agreement:	August 2, 2016

## 4.0 PROPOSAL FORMAT GUIDELINES

Interested Consultants are to provide the City with a thorough proposal using the following guidelines:

### 4.1 COVER

The cover should clearly display the title of this RFP, "City of San Gabriel Video Production, Recording, Editing and Support Services Proposal."

Each submittal should have tabs numbered with the following categories:

### 4.2 EXECUTIVE SUMMARY

Provide a cover letter that states the title of the RFP. Include the following information:

- Primary contact for the submittal
- Street address (post office boxes are not acceptable)
- Telephone number
- Fax number
- E-mail address
- Web address, if applicable

### 4.3 INTRODUCTION

Provide general information about your operations, whether you are an individual or a firm, include size, scope of practice, years in business, number of employees, if any, and office location(s). State the legal name, address and legal structure of your firm.

### 4.4 PROGRAM TEAM AND MANAGEMENT

**4.4.1 Organization:** This section should include a listing of the staff and management proposed for the services to be provided, as well as an organization chart.

**4.4.2 Prior Experience:** Indicate the relevant experience in undertaking this work. Provide a description of at least three previous Service Agreements. For each Service Agreement, identify the client and client contact, type of funding, and cost.

**4.4.3 Key Staff:** Indicate the education, background and relevant experience of the individuals principally responsible for the completion of the work. Indicate years with your firm and whether qualifying experience was with your firm. Identify the roles, responsibilities and time commitment of all key staff. Include resumes of key staff.

## 4.5 APPROACH TO REQUESTED SERVICES

State your understanding, approach to the services, proposed methodology and any suggestion for the City. Provide digital copies of sample projects you have worked on for evaluation.

4.5.1 Equipment & software: Provide a list of equipment and software that you will utilize to complete all video production, recording, editing, and support services related to the RFP.

4.5.2 Finished product: Provide a detailed description of the different formats you will be capable of producing final video products into.

4.5.3 ADA Requirements: The consultants must demonstrate how their proposals conforms to the standards of the American with Disabilities Act.

## 4.6 CITY PROVIDED SUPPORT

State any support you will require from the City.

## 4.7 ADMINISTRATIVE REQUIREMENTS

4.7.1 Signature: The Proposal will be signed by company officers authorized to bind the firm and will contain a statement indicating that the proposal is valid for ninety (90) days.

4.7.2 Questions: Please direct any question regarding this RFP in writing to the Chief City Clerk, Gloria Molleda, at [gmolleda@sgch.org](mailto:gmolleda@sgch.org).

## 4.8 FEE PROPOSAL

The City is interested in a fee proposal consisting of flat fee for City Council Meeting video related tasks utilizing City provided equipment, special event and project video related tasks utilizing Consultant's own equipment, and any other fees that may be applicable. Fee proposal should also include programming slides to the local cable channel and posting City meeting/public service announcement videos to the local cable channel and internet.

## 5.0 GENERAL TERMS AND CONDITIONS

### 5.1 AGREEMENTS BETWEEN CONSULTANT AND CITY

The City will prepare an Agreement for Professional Services with the successful Consultant using the template in **Appendix A**. Proposal must state Consultant's willingness to enter into City's agreement as represented in Appendix A, or list any amendments that may be proposed.

## 5.2 LATE SUBMITTALS

It is the Consultant's sole responsibility to ensure proposals are received at the City Hall City Clerk Desk prior to the scheduled closing time specified in this RFP. Submittals will not be accepted after the deadline. Postmarks will not be accepted. Failure of, or disturbances in any mail service is not a legitimate reason for Statements of Proposals to be submitted after the above due date. Proposals submitted by e-mail or facsimile will not be accepted.

## 5.3 REJECTION OF PROPOSALS

The City reserves the right to reject all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

## 5.4 PROPOSAL VALIDITY PERIOD

Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for at least ninety (90) days following the submission of the proposal and will become part of the agreement that is negotiated with the successful Consultant.

## 5.5 SUBSTITUTION OF PERSONNEL

If one or more of the key personnel represented in the proposal becomes unavailable during the course of the programs, then the Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City will be entitled to terminate the Agreement for Services with the Consultant.

## 5.6 DOCUMENTS TO BE CONSTRUED TOGETHER

The RFP and all documents incorporated by reference in an agreement entered into between the Consultant and the City, and all modifications of said documents, will be construed together as one document.

## 5.7 MINIMUM INSURANCE REQUIREMENTS

The Consultant will maintain, at a minimum, the insurance requirements specified in the Professional Services Agreement.

## 5.8 ADDITIONAL SERVICES

The City will have the right to make alterations, eliminations, and additions to the scope of services. Exercise of such right will in no way void the agreement. The

City and the Consultant will agree upon the value of such additional services or deleted work prior to proceeding with the said additional services.

#### 5.9 SUBMITTALS

Three (3) copies of the proposal must be received by the date and time specified above in this RFP. Hand deliver, express, or mail proposals only to:

**City of San Gabriel  
City Clerk Department  
Attn: Gloria Molleda, Chief City Clerk  
425 S. Mission Drive  
San Gabriel, CA 91776**

Attachment:  
Appendix A: Sample Agreement for Services

**RFP \_\_\_ - \_\_\_ : PROJECT TITLE**  
**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF SAN GABRIEL**

**and**

**CONTRACTOR/CONSULTANT**

**for**

**Description of Service(s) if appropriate**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of San Gabriel, a municipal corporation of the State of California ("CITY") and \_\_\_\_\_, a California corporation ("CONTRACTOR").

**WITNESSETH**

Recitals:

1. Authority of City to Enter Agreement - This Contract is entered into under the authority of Section 53060 of the California Government Code which permits the legislative body of any public or municipal corporation to contract with and employ any person for the furnishing to the corporation of special services such person is specially trained and experienced and competent to perform the special services required.
2. CONTRACTOR represents that it is experienced in providing services requested and has submitted a proposal to work under the general direction of the City of San Gabriel. Said proposal is attached hereto as "Exhibit A" and is incorporated herein by this reference.

**I. CONTRACTOR'S OBLIGATIONS**

- A. CONTRACTOR agrees to provide all services necessary for \_\_\_\_\_ as described in Exhibit "A". and incorporated herein by this reference.
- B. CONTRACTOR agrees to perform the services generally described in the Scope of Work of the proposal herein before described.
- C. CONTRACTOR agrees to comply fully with all applicable Federal, State and local laws and regulations as they pertain to the performance of this Agreement.

## II. CITY'S OBLIGATIONS

CITY shall promptly pay CONTRACTOR as provided for under Section IV, METHOD OF PAYMENT.

## III. TIME OF PERFORMANCE

Said services of CONTRACTOR are to commence when agreement is executed and shall be completed \_\_\_\_\_.

## IV. METHOD OF PAYMENT

CITY shall pay CONTRACTOR for services rendered under this Agreement at the fixed fee of \_\_\_\_\_ as set forth in the Proposal, attached as Exhibit "A" hereto. The fixed rate includes salary, fringe benefits, overhead, profit, and all other expenses incurred by the CONTRACTOR. The total not-to-exceed payment to CONTRACTOR for the services rendered shall be -- *amount to be spelled out here* -- \$ (*amount to be written in numbers here*), inclusive of all costs and services.

CITY shall compensate CONTRACTOR for performance of this Agreement upon receipt of a detailed invoice. Invoice shall be provided as outlined in CONTRACTOR'S proposal.

## V. TERMINATION

- A. Termination of Agreement for Cause - If, through any cause, the CONTRACTOR shall fail to fulfill, in a timely and proper manner, his obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and by specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become its property and the CONTRACTOR shall be entitled to receive actual cost for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by the CONTRACTOR, and the CITY may withhold any payments to



- A. CONTRACTOR shall indemnify and hold harmless CITY, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and hold harmless CITY, its officers and employees, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, Worker's Compensation claims resulting from or arising out of the negligent acts of CONTRACTOR, its employees and/or subcontractors.
- B. CONTRACTOR shall indemnify and hold harmless CITY, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and hold harmless CITY, its officers and employees, from and against any and all claims, demands, suits, actions or proceedings therefore, resulting from or arising out of the negligent, intentional or malicious acts or omissions of CONTRACTOR, its employees and/or subcontractors.

#### **X. LEGAL AND INSURANCE REQUIREMENTS**

- A. The CONTRACTOR will not assign, transfer, convey or otherwise dispose of its contract or rights, title or interest in or to the same, without prior written consent of the CITY.
- B. The CONTRACTOR agrees to hold the CITY harmless from any and all liability or loss resulting from suits, claims or actions brought against the CITY, which result directly or indirectly from the wrongful or negligent actions of the CONTRACTOR in the performance of the contract.
- C. At the time of execution of the contract, the CONTRACTOR will be required to carry the following insurance:
  - 1) Commercial General Liability: The CONTRACTOR shall obtain, at its sole cost prior to exercising any right of performing any obligation, a policy or policies of general liability insurance, or certificate of such insurance, satisfactory to the City Attorney, which provides coverage not less than that provided against liability for any and all claims and suits for damages or injuries to persons or property resulting from or arising out of operations. Insurance shall provide coverage for both bodily injury and property damage. Total limits shall be not less than one million dollars (\$1,000,000) per occurrence for all coverage and two million dollars (\$2,000,000) general aggregate. Said general liability policy and certificate thereof shall name the City of San Gabriel as additional insured. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Its policy shall be primary to any insurance carried by the CITY

- 2) Workers' Compensation: The CONTRACTOR shall furnish the CITY with an insurance certificate from its Workers' Compensation insurance carrier, certifying that it carried such insurance in accordance with the requirements of state law, and the policy shall not be cancelled nor the coverage reduced during the term of the contract.
  - 3) Business Auto Coverage: Primary coverage shall be written on ISO Business Auto Coverage from CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than one million dollars (\$1,000,000) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - 4) Employer's Liability insurance of at least \$500,000.
  - 5) Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to CITY for injury to employees of CONTRACTOR, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of CITY following receipt of proof of insurance as required herein.
- D. Any deductibles or self-insurance retention must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductible or self-insurance retention as respects the city, its officers, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- E. The general liability policy is to contain, or be endorsed to contain, the following provisions:
- 1) The CITY, its officers, officials, employees, agents and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.
  - 2) For any claims related to the services requested, the contractor's insurance coverage shall be primary insurance as respects the city, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the city, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the city, its officers, officials, employees, agents or volunteers.
  - 4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 5) Each insurance policy required by this Section shall also contain a provision that no termination, cancellation or change of coverage of insured or additional insured shall be effective until thirty (30) days' notice thereof has been given in writing to the CITY. CONTRACTOR shall give the CITY prompt and timely notice of any claim made or suit instituted.
- F. Insurance is to be placed with insurers with a current AM Best's rating of no less than A: VII, unless otherwise acceptable to the CITY.
- G. CONTRACTOR shall provide the CITY complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

#### **XI. COMPLIANCE WITH LOCAL LAWS**

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments.

#### **XII. INTEREST OF CONTRACTOR AND EMPLOYEES**

The CONTRACTOR covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

#### **XIII. EXCLUSIVITY AND AMENDMENT OF AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONTRACTOR by CITY and contains all the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that

no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by CITY and CONTRACTOR

**XIV. LAWS GOVERNING THIS AGREEMENT**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended

**XV. VALIDITY**

The invalidity, in whole or in part, of any provision of this Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF SAN GABRIEL,**  
a Municipal Corporation  
State of California

\_\_\_\_\_  
A CORPORATION

\_\_\_\_\_  
NAME & TITLE OF CITY OFFICIAL

ATTEST:

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
CITY CLERK'S NAME

\_\_\_\_\_  
CITY ATTORNEY

- Exhibit "A": Proposal *(provided by originator)*
- Exhibit "B": Request for Proposal *(provided by originator)*
- Exhibit "C": EEOC Form *(attached)*
- Exhibit "D": Scope of Services/Fee Schedule *(submitted with contractor's proposal)*