



**REQUEST FOR PROPOSAL**

**FOR**

**VIDEO PRODUCTION**



**CEO Department**

**CITY OF COSTA MESA**

# **PROJECT CHRONOLOGY**

# **CHRONOLOGY OF THE RFP FOR VIDEO PRODUCTION**

- 7/5/11- Started working on RFP for Video Production
- 7/28/11- Released 1st RFP for Video Production with due date of Sept. 1, 2011
- 8/12/11- Notice of Cancellation for Video Production RFP
- 8/23/11- First meeting for Video Production Contracting Committee on Council Policy 100-6.
- 9/26/11- Released 2nd RFP for Video Production with a due date of Oct. 21, 2011
- 10/3/11- Mandatory walk-through of City facilities.
- 10/13/11- Posted questions & answers on the web
- 10/21/11- Received 3 proposals
- 11/14/11- Obtained outside evaluator for Video Production
- 11/29/11- Meet with outside evaluator for instructions
- 12/8/11- Provided evaluators with materials and proposals.
- 12/13/11- Requested D&B's reports
- 12/14/11- Sent out reference checks
- 1/11/12- Video Production Evaluation Committee meeting
- 1/19/12- Confirmed interview schedule with proposers
- 1/30/12- Proposal Interviews were held
- 1/31/13- Sent out final scores to evaluation committee.

# **RFP NOTICE**

**City of Costa Mesa**  
**Request for Proposals for**  
***Video Production***

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Costa Mesa to wit: The City of Costa Mesa, Attorney's Office, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **4:00 p.m. on Friday, October 21, 2011**. It shall be the responsibility of the offeror to deliver his proposal to the City Attorney by the announced time. Delivery Location: City of Costa Mesa, City Attorney's Office, 77 Fair Drive, 5<sup>th</sup> Floor , Costa Mesa, California 92626

Proposal shall be returned to the attention of the City Attorney, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Identify—RFP for Video Production and the due date. There will be no public opening

77 Fair Drive,  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

**City of Costa Mesa**

***Video Production***

Phone: 714-754-5227

Fax: 714-754-5040

E-mail: [rick.amadril@costamesaca.gov](mailto:rick.amadril@costamesaca.gov)

The Request for Proposal may be downloaded from the website at <http://www.ci.costa-mesa.ca.us/departments/CMPurchasing.htm>. If you have addition question, please contact Richard Amadril, via e-mail at: [rick.amadril@costamesaca.gov](mailto:rick.amadril@costamesaca.gov)

**City of Costa Mesa**

09/21/11

4:00PM



## City of Costa Mesa

*Video Production*

09/20/2011

4:00PM

# *Request for Proposal*

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Costa Mesa to wit: The City of Costa Mesa, City Clerk's Office, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **4:00 p.m. on Friday, October 21, 2011**. It shall be the responsibility of the offeror to deliver his proposal to the City Clerk by the announced time. Delivery Location: City of Costa Mesa, City Clerk's Office, 77 Fair Drive, Room 101, Costa Mesa, California 92626

Proposal shall be returned to the attention of the City Clerk, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Identify—RFP for Video Production and the due date. There will be no public opening



# Costa Mesa

The Request for Proposal may be downloaded from the website at <http://www.ci.costa-mesa.ca.us/departments/CMPurchasing.htm>. If you have addition question, please contact Richard Amadril, via e-mail at: [ramadril@ci.costa-mesa.ca.us](mailto:ramadril@ci.costa-mesa.ca.us)

### City of Costa Mesa

77 Fair Drive,  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

Phone: 714-754-5227  
Fax: 714-754-5040  
E-mail: [ramadril@ci.costa-mesa.ca.us](mailto:ramadril@ci.costa-mesa.ca.us)

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Costa Mesa to wit: The City of Costa Mesa, City Clerk's Office, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **4:00 p.m. on Friday, October 21, 2011**. It shall be the responsibility of the offeror to deliver his proposal to the City Clerk by the announced time. Delivery Location: City of Costa Mesa, City Clerk's Office, 77 Fair Drive, Room 101, Costa Mesa, California 92626

Proposal shall be returned to the attention of the City Clerk, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Identify—RFP for Video Production and the due date. There will be no public opening

77 Fair Drive,  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

## **City of Costa Mesa**

### ***Video Production***

Phone: 714-754-5227

Fax: 714-754-5040

E-mail: ramadril@ci.costa-mesa.ca.us

The Request for Proposal may be downloaded from the website at <http://www.ci.costa-mesa.ca.us/departments/CMPurchasing.htm>. If you have addition question, please contact [REDACTED], via e-mail at: [REDACTED]

**City of Costa Mesa**

09/21/11  
4:00PM

**RFP**





**REQUEST FOR PROPOSAL**

**FOR**

**VIDEO PRODUCTION**



**CEO Department**

**CITY OF COSTA MESA**

**Released on September 26, 2011**

**VIDEO PRODUCTION**  
**REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting proposals from a qualified public entity or private firm, to establish a contract for Video Production services. The term is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the Proposer’s submission regarding use of City facilities and equipment.

**1. BACKGROUND**

On March 1, 2011, the City Council agreed to move forward with a comprehensive review and analysis of outsourcing 18 City services, one of which is Video Production, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011.

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$94 million and a total of over \$107 million of fiscal year 2010-2011.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,479 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

The City of Costa Mesa is considering outsourcing the Video Production Section of the CEO’s Office as a cost savings measure. The Video Production Section is currently staffed by two full-time employees and is responsible for all of the audio/video needs of the City, including all aspects of managing a 24-hour municipal access television channel and maintenance and support services of audio/visual presentation systems in numerous City buildings. This involves producing and directing live public meetings in the Council Chambers and City Hall Conference Room 1A, including but not limited to all City Council meetings, Planning Commission meetings, Parks and Recreation Commission meetings, and special meetings and workshops. All

production/direction and audio/video operations for these fixed sites are expected. The City currently uses 3808 of person hours per year to perform all video production services.

The successful Proposer will also be required to provide services for producing/directing/programming of CMTV 24, the City's municipal access channel. This includes community event coverage, talk shows, magazine format shows and any special programming as requested. All other video production services for the City will also be required. This may include training videos for staff, promotional videos for the City and video documentation services for City departments. CMTV programs have won numerous Diamond Awards, NATOA Programming Awards, STAR Awards, and Videographer Awards over the past 17 years including 2011 STAR Awards for 1st Place in Talk Show, Magazine Show and Overall Excellence.

Based on 3-year averages for various types of programming the following are per year workload of actual video production;

<b>Statistics</b>	<b>Total Number</b>
Live Meeting (City Council, Council Study Session, Planning Commission, Parks & Recreation Commission & RDA)	70
Community Forum (On-location, multi-camera)	3
Community-based/Original Programs (City Talk, Community Report & Discovering Costa Mesa)	16
High School Sports ( Live to tape, multi-cam)	2
Promotional and/or Training Videos	5
Estimated hours for A/V support per month	10-20 hours

The regularly scheduled televised meetings are as follows:

- City Council: Twice monthly (1<sup>st</sup> & 3<sup>rd</sup> Tuesdays)
- City Council Study Session: Once monthly (2<sup>nd</sup> Tuesday)
- Redevelopment Agency: Once monthly (2<sup>nd</sup> Tuesday)
- Planning Commission: Once monthly (2<sup>nd</sup> Monday)
- Parks and Recreation Commission: Bi-monthly (4<sup>th</sup> Wednesday, every other month)

- Additional non-scheduled meeting occur 6-12 times per year.

The average hours per meeting are as follows: City Council 4 hours, City Council Study Session 2.5 hours, Planning Commission 3.5 hours, Parks and Recreation Commission 2.5 hours, Redevelopment Agency 20 minutes. Total average hours per month for regular scheduled meetings is 15.5 hours.

The successful bidder must have requisite knowledge of linear and non-linear editing systems, Apple Final Cut Pro, multiple audio/video formats, audio/video engineering, audio mixers, television lighting, computer graphics, scheduling and playback systems, and web streaming.

## 2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	September 26, 2011
Mandatory walk-through of City Facilities (Meet at the City Hall Lobby at 10:00AM)	October 3, 2011
Deadline for Written Questions	October 6, 2011
Responses to Questions Posted on Web	October 13, 2011
Proposals are Due	October 21, 2011
Interview (if held)	November 2, 2011
Approval of Contract	(TBD)

All dates are subject to change at the discretion of the City

## 3. SCOPE OF WORK

**Proposers are expected to propose all of the following special services:**

### **Production/Technical Tasks:**

Advise, develop and produce videotape productions for City departments, events, City Council and Commissions, including format design, writing of scripts and interview questions, editing, preparation of storyboards, lighting, audio levels, designing sets, camera operation and creation of special effects. A schedule of current meetings of City Council and commissions whose meetings are currently videotaped and broadcast is attached.

Provide video documentation services to other City departments and City Council.

Repair/maintain and adjust a variety of production equipment, including video cameras, tape machines, microphones, television monitors, character generators, modulators, computer hardware/software and other accessories.

Perform video equipment engineering, equipment networking, and system installation, manage assigned video/cable related projects, and develop audio/video equipment specifications.

Manage and maintain computer hardware/software systems and keep current with software updates.

Manage and maintain music and special effects libraries.

Coordinate proper file conversion for broadcast systems, computer systems and web-based systems.

Anchor/Presenters introduce and host programs, read the news, interview people and report on issues and events in the community.

Work extensive and unusual hours when necessary, including evenings and weekends. This includes being able to respond to Costa Mesa to film events and meetings on short notice. On-call time availability should be specified in responses.

#### **Administrative Tasks:**

Coordinate the production of televised video programs for the City's municipal access channel (CMTV 24), including scheduling and monitoring of playback quality.

Coordinate and monitor public, education, and government channels with cable company representatives.

Prepare production schedules.

Specify and request equipment and supplies for Video Production Section.

Audio/video systems research and design.

Develop policies and procedures for municipal cable access programs and write goals and objectives for public programming.

Respond to public requests for information regarding CMTV programs and schedule.

Work with legal staff to provide and maintain video and audio archives.

Attend and participate in professional groups and organizations, attend and participate in industry-related seminars to stay abreast of changing communications technologies and cable-related regulatory issues.

**SUPPORT SERVICES:**

Provide audio/visual support to all City-owned facilities, including Police Department Emergency Operations Center (EOC), City Council Chambers and City Hall conference rooms.

Provide special event audio/visual set-up to other City departments and staff.

Provide digital file conversion for other City departments and staff.

Assist in the development and production of promotional materials

Provide video duplication services to the public, staff and City Council. Be familiar with the requirements of the California Public Records Act and be able to coordinate with staff to comply.

Organize and maintain video library and digital archives of multiple formats, including the organization of public recorded meetings, show archives, and historical footage.

Maintain historical video and photo archive.

**Channel/Web Coordination:**

Maintain and monitor web streaming of municipal access channel, including maintenance of public meetings.

Create and maintain Community Bulletin Board on CMTV 24.

Develop and maintain social media efforts for CMTV 24, including general announcements for City business.

Work with other departments to promote City programs and events on television and the web.

The approximate percentage of time occupied by each major task category for existing staff is as follows: Production/Technical Tasks: 60%; Administrative Tasks: 10%; Support Services: 20%; Channel/Web Coordination: 10%.

The following is a Video Production equipment list. This does not include any of the a/v equipment that are in the Chambers, EOC (Emergency Operation Center), Conference Rooms, Community Center, etc. Proposers will be required to ensure that any equipment provided by the Proposer shall be capable of interfacing with the a/v equipment installed in City facilities.

**Video Acquisition:**

1 Panasonic AG-HPX500P P2 video camera

1 Ikegami HC-390 w/ Sony PVV-3 Beta Camera

- 1 Canon XL-1 Mini DV camcorder
- 2 Sony ECM44B lavalier microphones
- 1 Sony ECM55B lavalier microphones
- 1 Sony ECM77B lavalier microphones
- 1 Audio Technica ATW-T1802 Wireless microphone system
- 1 Sennheiser SKP500 Wireless microphone system

### **Video Editing:**

- 2 MacPro Final Cut Pro editing stations w/FCP Studio
- 1 iMac Final Cut Pro editing station w/FCP Studio
- 1 Apace Systems V-Stor NAS

### **Live Meetings in Council Chambers:**

- 3 Sony DVX3000 video cameras w/CCUs
- 3 Canon TCR-10 zoom/focus controls
- 3 Vicon V113APT pan/tilt controls
- 1 Echolab MVS-5 video switcher
- 1 Pinnacle DEKO character generator
- 2 UYW1800 Betacam VCRs
- 1 PVW2650 Betacam VCR
- 1 Pioneer PRV LX1 DVD recorder
- 1 Grass Valley AMX170-S Audio mixer
- 1 Numark MP102 cd player
- 1 For-A FA-125 time base corrector
- 1 Symetrix 501 compressor/limiter

### **Live Meetings in Conference Room 1A:**

- 3 Panasonic AW-E800A convertible cameras
- 3 Panasonic AW-PH300AP pan/tilt controllers
- 1 Panasonic AW-RP505 Multi hybrid control panel
- 1 Echolab MVS-5 video switcher
- 1 Mackie 160VLZ Pro audio mixer
- 2 Sony UYW1800 Betacam VCRs
- 1 Samsung R155 DVD recorder
- 1 Tascam CD-160 cd player
- 1 Leitch DPS-235 transcoding TBC/Synchronizer
- 1 Extron SWC CVMX Composite Video Switcher

### **CMTV24 Playback:**

- 1 Tightrope Media Systems Cablecast/Carousel
- 1 360 Systems Image Server 2000 Playback server
- 1 Dell Power Edge 750 running Granicus Media Manager software for web-streaming

#### **4. PROPOSAL FORMAT GUIDELINES**

Interested contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the Proposer’s response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.



2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
  4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
  5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
  6. Firms and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.
  7. Proposers are also requested to identify any City owned facilities or property, including existing video, programming and broadcasting equipment which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.
- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.<sup>1</sup> Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are

---

<sup>1</sup> Hourly rates for the proposed personnel shall be set forth on Appendix D.

similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

For all proposers, please provide a DVD or links to samples of your video productions and a video of your key staff that will be performing Costa Mesa's Anchor/Host broadcasting. Samples should be provided of a Council/Commission/Board Meeting, talk show production, sports broadcast, and training or informational video.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, **but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendix to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

## 5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

*Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on October 21, 2011 to the address below. Proposals*

*will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.*

City of Costa Mesa  
City Attorney – 5<sup>th</sup> Floor  
Attn: Kimberly Hall Barlow  
77 Fair Drive  
Costa Mesa, CA 92626  
RE: VIDEO PRODUCTION

- **Inquiries**

*Questions about this RFP must be directed in writing, via e-mail to:*

Richard Amadril, RFP Facilitator  
[rick.amadril@cosamesaca.gov](mailto:rick.amadril@cosamesaca.gov)

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than October 6, 2011. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services involved in submission of responses. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

## 6. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Firm and Key Personnel-----25%

Includes a firm's ability to provide the requested scope of services, the firm's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----10%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----15%

## 7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

### A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for November 2, 2011 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

## **8. PROTEST PROCEDURES**

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

## **9. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold

the information from disclosure and may release the information sought without any liability to the City.

#### **10. EX PARTE COMMUNICATIONS**

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

#### **11. CONFLICT OF INTEREST**

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

#### **12. DISCLOSURE OF GOVERNMENTAL POSITION**

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

#### **13 CONDITIONS TO AGREEMENT, IF ANY.**

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as



Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

*The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.* Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

#### **14. DISQUALIFICATION QUESTIONNAIRE**

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

#### **15. STANDARD TERMS AND CONDITIONS**

##### **Amendments**

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information.

##### **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

##### **Insurance Requirements**

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

# APPENDIX A

# Appendix A



## REQUEST FOR PROPOSAL

### *Video Production*

## VENDOR APPLICATION FORM

TYPE OF APPLICANT:                     NEW             CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Is your business: (check one)

- NON PROFIT CORPORATION             FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION                                     LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL                                       SOLE PROPRIETORSHIP
- PARTNERSHIP                                     UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

# APPENDIX B

## Appendix B

### PROFESSIONAL SERVICES AGREEMENT

#### CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_, 2011 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and consultant, a California corporation (“Consultant”).

#### WITNESSETH:

- A. WHEREAS, City proposes to have Consultant \_\_\_\_\_ as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

#### 1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant’s Proposal (the “Proposal”). A copy of said Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. No personnel providing services to the City under this Agreement shall be allowed to work under this agreement unless he/she is approved by the City.

City also has the right to require Consultant to remove personnel from service under this Agreement upon demand of the City based on performance deficiencies or misconduct of any kind.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City

receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit “D,” attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City’s written notice of termination.



4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant

\_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Attn:

IF TO CITY:

City of Costa Mesa

77 Fair Drive

Costa Mesa, CA 92626

Tel: 714-754-5156

Fax: 714-754-5330

Attn: Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto

agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and

discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11 PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of

confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,

A municipal corporation

\_\_\_\_\_

Date: \_\_\_\_\_

City Manager of Costa Mesa

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_

Date: \_\_\_\_\_



Risk Management

APPROVED AS TO CONTENT:

\_\_\_\_\_

Date: \_\_\_\_\_

Project Manager

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**

**EXHIBIT B**

CITY COUNCIL POLICY 100-5

<b>SUBJECT</b>	<b>POLICY</b>	<b>EFFECTIVE</b>	<b>PAGE</b>
	<b>NUMBER</b>	<b>DATE</b>	
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

### BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

### PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

### POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - b. Establishing a Drug-Free Awareness Program to inform employees about:

<b>SUBJECT</b>	<b>POLICY</b>	<b>EFFECTIVE</b>	<b>PAGE</b>
	<b>NUMBER</b>	<b>DATE</b>	
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

SUBJECT	POLICY	EFFECTIVE	PAGE
	NUMBER	DATE	
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**

# APPENDIX C



## Appendix C

### EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Video Production Services RFP at any time after \_\_\_\_\_, 2011.

---

**OR**

I certify that Proposer or Proposer's representatives have communicated after \_\_\_\_\_, 2011 with a City Councilmember concerning the Video Production Services RFP. A copy of all such communications is attached to this form for public distribution.

---

# APPENDIX D

## Appendix D

### PRICING PROPOSAL FORM

### VIDEO PRODUCTION

**Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.**

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
	\$			\$
	\$			\$
	\$			\$

Total Estimated Annual Price	\$
------------------------------	----

Please provide a time estimate for response to calls for unscheduled video/production services on an as-need basis and specify any fees or costs associated with such calls.

# APPENDIX E

## Appendix E

### DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

# APPENDIX F

## Appendix F

### DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

# QUESTIONS & ANSWERS



## **RFP for Video Production “Responses to Questions”**

1. The RFP mentions the total average "person hours" in a typical year, but it does not mention how many of those hours are overtime. Do you have an estimate as to the amount of overtime?

**Overtime spent by current staff may not be directly related to the scope of work provided in the RFP. Vendors should identify necessary cost to perform the scope of work as provided in the RFP.**

2. Should a firm be awarded a video production service contract, what city department will be responsible for collaboration of the City's programs with the private firm?

### **CEO's Office**

3. In general, what is the turn around time for footage to be shot, edited, and streamed for programming?

**Varies from less than 1 day to several weeks.**

4. Can you please provide a sample production schedule (pre-production, principal photography, and post-production) for one of it's produced (talk show-based) programs?

### **None Available**

5. What percentage of the current broadcast schedule is public-access and government-access?

**100% Government Access, but approximately 15% of programming produced by other agencies and bicycled in.**

6. Can a City representative identify regularly scheduled city programs that will be required for FY 12-13 other than City council and commission meetings?
7. Can the City provide a budget report for the A/V department's FY11-12 operating costs so vendors can evaluate what cost-cutting measures can be made?

**Current operating budget for AV is \$45,884. Vendors should identify necessary costs to perform the scope of work as provided in the RFP.**

8. Will the firm be responsible for out-of-pocket expenses/operating costs such as image licensing, audio licensing, photography, illustration, gas, and mileage?

**Yes**

## **RFP for Video Production “Responses to Questions”**

9. Should the bid price include projected operating/production costs as a separate quote?

**The proposal should include all necessary costs to perform the scope of work as provided in the RFP.**

10. Have operating costs of video production been set for FY12-13?

**No**

11. Will video and audio archives be maintained on-site (City) or off-site (vendor)?

**Both, depending on archives.**

12. What asset management software is the City currently using?

**None**

13. Is there a priority of which programs must be maintained and are expendable?

**No. City generally keeps all programming in one format or another.**

14. Should the City outsource audio/video operations, who will be primarily responsible for creative direction?

**CEO's Office/Communications Director**

15. Could you please expand more on "(ii)...soliciting and documenting view of internal and external stakeholders" on page 8? Please identify internal and external stakeholders.

**We are asking how the proposers how they will gather input from their customers (city staff) and partnerships (Chambers, Time Warner, etc.) on strategies and/or techniques to carry out projects and or services (i.e. team approach, customer surveys or questionnaires)**

16. On page 4, is the total average hours per month (15.5 hours) based on an average of actual hours or based on a calculation of per meeting hours (19.5 hours total)?

**Average of actual meetings hours per month for past 3 years**

17. Can you provide viewership demographics and/or statistics of CMTV24?

**None available**

## **RFP for Video Production “Responses to Questions”**

18. When and how will the City provide the specific names and a viable communication link to those specific staff members who are subject to lay off relevant to this video production services proposal? Reason: In order to facilitate the City’s desire to give them strong consideration in our submittal, participating vendors need to meet with them individually so the vendors can submit their names and resumes per requirements of this RFP as potential facilitators of the service. Vendors wanting to posture a potential employment package with the terminating City staff can only do so by interfacing with them prior to RFP submittals, hence allowing for their names and resumes to be submitted for review and consideration by the City. This information is required to meet the specifications of the RFP on page 9, “Methodology”, see Section #6. Note that this paramount communication action appears to be in conflict with page 16, Section 10 – Ex parte Communications. However, this RFP content would require such a specific communication to be fair and show consideration. It would be a confidential communication between each vendor and each City staffer in question. What is the City Attorneys comment on this specific element?

**Upon selection of a firm(s) to negotiate, the City will allow for further communication to take place for possible retention of current City employees. Vendors will not be expected to include a potential employment package with their submittal proposal. They should instead indicate whether or not they are willing to negotiate with existing City employees for employment.**

19. What management position will the City assign to manage the new video production vendor (Project Manager)? Would expenditures for video production work by any/all City Departments be authorized by this specific manager? (Please indicate the specific job classification sheet for that City staff member.)

**Work and expenditures approved by Director of Communications.**

20. What are the specific administrative overhead costs for both current City positions indicated in this RFP? (Percentage of each dollar expended?)

**Since supervision is provided by personnel also allocated to other duties, the overhead costs are minimal and therefore should not be necessary to identify costs to perform the scope of work as provided in the RFP.**

21. Specifically what City video production services or support elements are currently mandated by City Council action or City contractual obligations?

**None.**

22. Of the two specific staff positions that are indicated as being privatized, what is the City's CalPERS retirement cost burden that the City must finance for each position?

## **RFP for Video Production “Responses to Questions”**

**Vendors will not be expected to include a potential employment package with their submittal proposal. Vendors should identify necessary costs to perform the scope of work as provided in the RFP. They should instead indicate whether or not they are willing to negotiate with existing City employees for employment.**

23. Are the Salary Ranges indicated on the City’s HR page under “Class Specification Sheets” currently showing accurate figures as far as compensation to the City workers indicated in this RFP? If not, what are the current salary ranges? (Any COLA raises applied?)

**Salary information is provided on the City’s website at <http://www.ci.costa-mesa.ca.us/CMEmployment.htm>.**

24. Did the City ever employ part-time video production workers such as “Video Production Aides”? If so, what is/was their hourly compensation?

**Yes. Hourly compensation range was \$11.48 - \$15.38 p/hour**

25. What contractors or vendors does the current City staff use for City video service assistance, production tasks, broadcast tasks, or equipment repairs? What are the annual costs associated with these tasks?

**Web Streaming: Granicus, \$16,500, Equipment Repairs: WIDCO Inc., up to \$8,500**

26. Aside from the live broadcast responsibilities of facilitating the City Council Meetings, the Planning Department meetings, and the City Council workshops, what routine assignments do City staffers perform as mandated by the City, and how many hours per week do they spend on each task?

**Information is included in RFP**

27. How does the City advertise RFP Proposal opportunities for businesses?

**The City advertising all RFP’s on the City’s website and sends out copies to anyone register with the Cit as a potential vendor at <http://www.ci.costa-mesa.ca.us/departments/CMPurchasing.htm>.**

28. Page 6 RFP, last paragraph.

The following is a Video Production equipment list. THIS DOES NOT INCLUDE any of the a/v equipment that are in the Chambers, EOC, Conference Rooms, Community Center, etc.

## **RFP for Video Production “Responses to Questions”**

Then the list specifies what seems to be very confusing. It is including "Live Meetings in the Council Chambers" as a heading.

Is this equipment included or as the lead in paragraph states, NOT included?

**The equipment listed is the equipment that is utilized to televise and record the live meetings. The referenced "not included" equipment is the presentation equipment that is included in the specified rooms. This includes large screen projectors, document cameras, p/a sound equipment, computers, etc...**

29. Is all the equipment in factory operating condition?

**All equipment is currently operational.**

30. Are you setup for upstream or downstream keying? How many alpha channels can you key at one time?

**Downstream, 1 channel**

31. Do you still record to BETA tape? Are those machines on maintenance contracts?

**Yes, but only for backup. Machines are not on maintenance contracts. Serviced as needed.**

32. On page 5, top of page,

Repair/Maintain. Please define. Are you asking for circuit / board level repairs? Camera adjustments, are you asking for color separation and adjustments internal to the cameras and do you have the testing equipment to do such repairs. I repair internally my Sony cameras, board replacement and adjustments. I build super video servers that can process 25 Gigabytes per second of video collection, is this what your term 'manage and maintain computer hardware' means?

**We are asking that bidder have some knowledge of these tasks. If bidder will contract out all of these services that should be noted in proposal.**

33. Is it still possible to schedule a personal walk through to meet that requirement? Or is there any to waive that requirement or get around that? Or are you saying that I am no longer eligible no matter what?

**A mandatory walk through is just that and won't be able to provide another walk through. A responsive bidder is who meets the specifications and other requirements contained in the RFP. In its discretion, the City may reject any and all bids presented, whether for failure to comply with the RFP requirements, lack of qualifications, or a decision not to contract these services.**

## **RFP for Video Production**

### **“Responses to Questions”**

- 34.** Are we hiring a company to do the video productions as specified?

**It does state in the RFP, page 4, under section 3. SCOPE OF WORK - "Proposers are expected to propose all of the following special services. Keep in mind that under the Methodology Section #5, page 9, it states "Proposers are encouraged to provide additional innovative and/or creative approaches for providing the services that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired."**

# VENDOR LIST

## Video Production Vendor List

MTV Pro

The Video Editor

Digital Studios West

Unriehl Productions

Innovate Media

Video Movie Magic

336 Productions

ABACAB Multimedia, Inc.

Monarch Media & Design



# PROPOSALS

CITY OF COSTA MESA  
VIDEO PRODUCTION SERVICES PROPOSAL



Monarch Media & Design  
Consultant

Submitted to:

[REDACTED]  
City of Costa Mesa, CA

Prepared by:

[REDACTED]  
11264 Monarch St, Suite B  
Garden Grove, CA 92841

Submitted On:  
October 21, 2011


## Table of Contents

Cover Letter	1
Background & Project Summary	3
Methodology	4
Staffing	10
Resumes	11
Statement of Qualifications	16
Financial Capacity	19
Fee Proposal	19
Disclosure	20
Sample Agreement	20

October 20, 2011



City Clerk  
77 Fair Drive  
Costa Mesa, CA 92626

Dear Mr. 

The enclosed proposal is in response to the RFP from the City of Costa Mesa for *Video Production Services*. Monarch Media & Design (MMD) proposes to provide cost-efficient video production services to the City using innovative approaches that will optimize performance capabilities. Our client-oriented business model, combined with our effective project management, state-of-the-art equipment, and experienced staff will allow us to exceed the City's video production expectations.

Today's economic recession has caused local municipalities to utilize greater financial discipline. The City of Costa Mesa has made assessments of current costs and determined a need to reduce costs in the video production department while maintaining the current level of service. To achieve this goal, MMD will implement strategies such as more organized project management and optimal use of human resources to ensure that the City continues to maintain or exceed the current level of service while minimizing costs. If selected, MMD proposes to provide services to the City at a minimum of 11% savings in labor costs. MMD recommends that the City retain the current operating budget of \$45,884 until further assessments can be made about the department.

MMD has provided services for various entities including Jerry McNerney for Congress, Building Industry Association of Orange County, Missioni Don Bosco and many others. The diversity of our clients has enabled our staff to gain invaluable experience in various settings using multiple audio and visual systems. Some examples of the production services that we have provided in the past include creating productions that effectively integrate our clients' visions, managing switchboards to provide live feeds during conferences, and converting and uploading daily footage to an international source. Each staff member of Monarch Media & Design specializes in a variety of functions that ranges from video production to business management. Even before our current staff began to work together as business partners, we provided audio and visual support to the community for three years as part of our community service effort. This not only gave us an opportunity to build our technical experience, but also allowed us to build a dynamic and interdependent team. The versatility of our cohesive team not only enables us to provide high-quality productions to our clients, but also allows us to truly understand the needs of our clients so we can exceed their expectations.

MMD offers distinct advantages to providing video production services for the City:

1. Our versatile staff gives us the flexibility to meet all deadlines and to respond to unscheduled events.
2. Due to our in-kind assets, we have less overhead costs than other firms, which translate to reduced costs for the City.

3. We use state-of-the art equipment from reliable brands such as RED Digital Cinema, Canon, Sony, and Apple. Our 7000 square foot studio boasts a fully-equipped post-production suite, a 30-foot green screen and other production equipment such lighting and sound recording. The use of this equipment will ensure higher quality productions for the City and allows the City an option to liquidate some of their own video production assets.
4. We emphasize effective project management through the use of such tools as Basecamp, which is a web-based project management and collaboration tool. The use of Basecamp will provide greater organization and efficiency to the video production infrastructure. Basecamp will also allow City staff and MMD staff to collaborate on projects and will enable transparency and accountability of the firm.
5. We will provide the highest-quality services at a cost-effective price.

Our proposal will describe in detail our methods, plans, and qualifications to achieve the City's goals. All prices, staffing, and implementation schedules are valid for 180 days after submission of the proposal. Were Monarch Media & Design to be selected, the City would receive innovative, excellent services at considerable savings. We look forward to working with the City of Costa Mesa and would like to schedule an appropriate time for an interview to further discuss our proposal.

Sincerely,

  
Creative Director  
Monarch Media & Design  
11264 Monarch St., Suite B  
Garden Grove, CA 92841  
(714) 202-7122



**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
[Redacted]	Creative Director	[Redacted]
[Redacted]	Business Manager	[Redacted]
[Redacted]	Production Director	[Redacted]
[Redacted]	Production Assistant	[Redacted]
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: [Redacted] \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

## **1 BACKGROUND**

Monarch Media & Design (MMD) is a film, photography, and design firm based in Garden Grove, CA. Monarch operates out of a 7,000 square foot studio with complete post-production suites. We have performed production services for McNERNEY for Congress, the Vietnamese Youth Convention, Missioni Don Bosco, UC Irvine's Saturday Academy of Law, and the Building Industry Association. MMD prides itself on being able to provide our clients with the best motion picture equipment using proven brands such as RED Digital Cinema, Sony, and Canon. (See *Appendix A for Complete Inventory of Equipment*)

MMD has a unique approach to servicing our clients with efficient and transparent project planning. All client productions are set into Basecamp, which is a project management web application that can be accessed by our clients in order to interact with the staff, project schedules, and tasks in real-time. Through the project management software, our team members are able to communicate effectively and be directly accountable to the client and project manager.

### **PROJECT SUMMARY**

For the City of Costa Mesa, Monarch Media & Design will provide video production services that will achieve the City's goals to minimize costs and optimize performance. According to the 2010 Public Employee Compensation Report, the City spent \$222,769.77 for two full-time and two part-time employees. The operating costs were \$45,884.00. The total cost of video production services was \$268,653.77. MMD proposes to perform video production services for the City of Costa Mesa for \$198,016, which is an annual savings of \$24,753.77 or 11% in labor costs. With the recent cost-of-living adjustments affecting the rise of pension costs, the actual savings to the City may be even greater. Moreover, the City would be receiving services from a team of four staff members, thereby allowing the City to maintain or exceed the current level of service. To achieve these goals, MMD will address production/technical functions, administrative functions, support service, and channel/web coordination with our state-of-the-art equipment, innovative project management practices, and experienced staff.

Using state-of-the-art equipment, MMD will accomplish the production/technical function of the firm by 1) producing programs for the City's municipal channel CMTV 24 and 2) meeting the video production needs of other City departments. MMD's advanced equipment will provide more efficient and high-quality productions. Since MMD would be responsible for maintaining our own equipment, a significant amount of the City's operating costs would be reduced. Programs for the City's municipal channel will include the live public meetings, community event coverage, and original programs. In addition to producing these programs, MMD will also manage all other video production services, such as staff training videos, promotional material, and video documentation for other City departments. In order to produce these programs, MMD will work in close consultation with various City staff to prepare storyboards, interview questions, scripts, and set designs. MMD will perform post-production editing and file conversion for multiple systems using well-established workflows to maintain optimal performance.

Per the responses sent out on October 13, 2011, the City currently has no available production schedules. To better serve the City, MMD's emphasis on effective project management will be essential to completing administrative tasks and will provide greater organization to the City's video production infrastructure. MMD will manage the City's municipal channel by preparing production schedules, scheduling daily programs for CMTV 24, and developing policies and goals for public



programming. To provide more organization and transparency to the Video Production Department, MMD will create and manage production schedules in Basecamp, which will allow City staff to monitor and collaborate on specific projects. Furthermore, MMD will maintain the City's equipment inventory through continued efforts to research and purchase current audio/video technology. MMD will collaborate with the City's Director of Communications regarding all potential purchases.

Monarch Media & Design's experienced staff will use their extensive knowledge of multiple audio and visual systems to provide support services to the City. To achieve this goal, MMD will work closely with City staff not only to provide audio/visual set-up and support, but also to train them in basic set-up and troubleshooting of the audio/visual systems to achieve optimal efficiency and reduction in costs. In lieu of requiring support services for simple tasks from MMD staff, MMD proposes to assist the City in optimizing its human resources to reduce labor costs. MMD will use organized file structures to maintain video and photo archives. These files will be duplicated and provided to the public and City staff as needed.

Finally, MMD's innovation and experience will be key in managing the channel/web coordination for the City. MMD's experience with file conversion and web streaming will allow for smooth web streaming of programs from the City's municipal access channel. Furthermore, not only will MMD promote City programs and events through television, web, and social media sites, but MMD will also work in close consultation with City departments to design and implement effective marketing strategies.

Monarch Media & Design understands that the work requirement as stated in the Scope of Work is intensive, however, we are confident that our desire to provide optimal services for the City in conjunction with our state-of-the art equipment, innovative project management, and experienced staff will allow the City to maintain their high level of service while minimizing costs.

## **2 METHODOLOGY**

To achieve a streamlined transition, a series of meetings will occur between MMD staff and the City of Costa Mesa's CEO's office. Regular communication with the CEO's office will be crucial in implementing Mr. Tom Hatch's (CEO of Costa Mesa) directive to "maximize efficient, cost-effective operations or increased performance capabilities." The Director of Communications, Mr. Bill Lobdell, was identified as the City's representative responsible for creative direction and will be required for meetings, teleconferences, feedback, approvals, and various production-related tasks mentioned in our production workflows. Mr. Lobdell will act as a partner to Mr. Cao to create the best media experience for City staff and the residents of Costa Mesa. The duration of the transition phase is expected to last thirty-days from the Effective date of the Professional Services Agreement. The City is encouraged to retain soon-to-be displaced employees within this period in order to ease the transition and to allow MMD staff time to familiarize ourselves with City staff, facilities, and procedures.

In addition to our proposed 11% (\$24,753.77) reduction in video production labor costs for the City, we will set goals to further reduce the operating budget, which we initially recommend maintaining at the FY10-11 level: \$45,884. To achieve further cost reductions for the FY11-12, we will work with the CEO's office to determine opportunities such as 1) classifying obsolete equipment or equipment redundancies offset by MMD's inventory, 2) liquidating the video production assets identified as redundant, and 3) identifying workflow deficiencies that currently cost the City

excessive billable hours that could be better used for other services. In achieving these tasks, the City will reduce expensive labor, operating, overhead, and capital costs often associated with video production services. The improved efficiency will return much needed dollars back to the City's general fund or other City departments. All equipment that is retained, MMD will operate without leasing or renting agreements in the course of conducting the City's business. We may express interest in purchasing City equipment to be used at our facility. (See *Appendix B for Production Schedules*)

Substantive work that creates products or renders services are within the scope of Production/Technical Tasks, Support Services, and Channel/Web Coordination. Administrative Tasks are discussed in conjunction with these above-mentioned functions. The Scope of Work has been reorganized into the following Methodologies subsections A through F.

### **A. Production Workflow**

The film/television industry standard production workflow is set into the following phases: Pre-Production, Principal Photography (also referred to as Production), and Post-Production. These phases contain most of the interrelated production/technical, administrative, and channel/web configuration tasks scoped in the RFP. The City reported that currently the department responsible for video production cannot provide or does not have written production schedule workflows. Our approach is to offer the City of Costa Mesa a detailed, documented workflow that is further optimized through our project management tool (Basecamp) and experienced staff. This provides both a transparency monitor for staff and training tool for new hires or interns. The format designs we have created templates for are television/broadcast, documentary, short-film, features, and commercial spots, all of which are productions demonstrated in our portfolio. Similarly, these are many of the types of productions sought by the City as specified by the RFP. We acknowledge that the City of Costa Mesa's productions follow a diverse arrangement of format designs, therefore we will customize the production workflows applicable for City meetings, study sessions, promotional spots, staff training, and documentary videos. Furthermore, each type of production has different creative requirements and stakeholders, which require varying degrees of controls. MMD will use innovative project management practices in Basecamp to maintain control.

The planning phase of Pre-Production will entail a collaboration between Mr. Lobdell and Mr. Cao (Project Manager) 1) to provide a base production template in Basecamp and 2) engage internal stakeholders such as the CEO's office, City departments, City Council, and Commissions in order to determine format design, scripts and interview questions, storyboards, set design, set cast and crew sheets, equipment sheets, equipment checks, copy and images for digital on-screen graphics, production goals, and defined deliverables. External stakeholders such as Time Warner will be contacted regarding the technical delivery specifications such as broadcast safe colors, resolution, and preferred delivery format. We will procure and receive stakeholder feedback in the form of documented calls, meetings, and project questionnaires. Preparation accounts for the majority of time and effort of a successful production. Throughout the process, interested stakeholders may monitor and provide feedback on the production through Basecamp and direct communication with Mr. Cao. Client reporting is a routinely scheduled Basecamp task in the production schedule as an additional quality assurance control. In this phase, Mr. Lobdell will be required to be at meetings, review reports, and provide authorization within designated turnaround times.

During the Principal Photography phase, Mr. Cao is responsible for the direction, shot composition, and script supervision of the production. This involves working with actors, anchors, and other talent

to provide their best performance. Miss Pham Vu will provide administrative oversight as assistant director and assistant script supervisor. Mr. Nguyen will serve as the production manager directing technical tasks such as the setup and operation of camera, lighting, and audio equipment. Mr. Beckman will be responsible for assisting Mr. Nguyen and shot logging. In our company's studio set, playback monitors are available to our clients to view the production as it is being filmed.

Finally, in post-production the team reviews production goals set in Basecamp and begins work on a draft edit. The draft edit will be performed to the specification of the Script and Shotlist set by Mr. Beckman or Mr. Nguyen. Conformity will be supervised by Miss Pham Vu and at the creative direction of Mr. Cao. Editing staff will also normalize audio levels and add soundtrack and/or theme music. Staff will include any applicable stock still images and/or stock video footage. As part of the City's operational cost for video production, the City of Costa Mesa will be responsible for payment of audio and image licensing because all media assets will be licensed solely to the City in the course of MMD conducting the City's business. We will be diligent in being cost-effective with the operational budget by selecting images and audio that are either creative commons licensed, royalty-free, or currently owned by MMD. Mr. Lobdell is required to review and approve draft edits based on the specifications determined by the Script and Shot List. Mr. Cao and Mr. Lobdell will approve deviations from the Script. Finishing is a sub-process that entails color-correction, compositing digital on-screen graphics, and exporting to the preferred delivery format required by external stakeholders such as Time Warner or other broadcasting agents. Mr. Lobdell may at times opt to grant the video production team creative autonomy if such responsibilities are an administrative burden. Depending on the production, turnaround time can be several hours (City meetings) to weeks (larger productions).

## **B. Channel/Web Programming**

The preparation of interview questions and scripting is provided in our pre-production workflow. During the transition period, MMD may wish to retain Mr. Dane Bora, the City's current Video Production Coordinator, who hosts and anchors many of the programs currently featured on CMTV 24. We will evaluate Mr. Bora's performance and our business needs as part of our steps to retain former city employees offset by our service to the City. Alternatively, Mr. Cao or Mr. Beckman will anchor segments. The City may elect to choose a resident or another City staff member. The City will provide or waive costs for film permits in order to conduct the City's business such as interviewing residents and reporting on the issues and events in the community. Additionally, the City will issue credentials to Monarch Media & Design's key staff in order to conduct the City's business under this contract. This will prevent misunderstandings of the general public and uninformed City staff.

MMD will be responsible for coordinating the scheduling and monitoring the playback quality of CMTV 24 television channel, City-owned social media outlets, Granicus system, and any other applicable system the City currently owns. While CMTV 24 is currently 100% government access only, we will coordinate with the CEO's office and cable company representatives to include public and education programming. The City does not currently have the capacity for public programming therefore many programs must be "bicycled in." We will coordinate with cable company representatives to review whether their infrastructure can facilitate public programming production. With the CEO's office leadership, we will objectively develop the programming specifications, which will be in the City's interests. For these programs, we will coordinate with interested public and educational programming to be included in the regular schedule for CMTV 24. For programming that does not meet the approved specifications, Mr. Cao will prepare the rejection

notice on City letterhead, the reason, and what could be done to improve the programming in order for it to air on CMTV 24.

For the City of Costa Mesa, it would be reasonable for the City and Mr. Cao to negotiate terms for a high-definition channel based on the increased performance provided by MMD. We are capable of providing the City's programs at 1080p high-definition and higher resolutions. Most computer and web-based systems such as YouTube and Vimeo support 1080p high-definition. The default resolution is typically 360p standard definition, however delivering media at 1080p provides Costa Mesa citizens the choice to appreciate City programming in a richer viewing experience. The advantages from moving from standard-definition to high-definition include greater picture detail, larger viewing area, and better audio quality. In addition to providing better quality, strategies to increase viewership on YouTube may result in generating revenue for the City to offset video production costs. Achieving this objective would accomplish the City's goal to optimize and increase performance.

Multiple delivery formats will be maintained in the video library according to the data retention and backup policies prescribed by the City's legal staff. Mr. Nguyen and Mr. Beckman will be responsible for archiving and backup of media.

Additionally, MMD proposes several television formats that would help promote local Costa Mesa businesses and residents. Currently, City video production staff does not make use of image stabilizers and is not staffed enough for larger productions. Due to our increased performance capabilities through multi-camera setups, use of steadicam, quality lighting, and high-definition cameras we would propose 1) reality based shows such as a local restaurant segment similar to what is distributed on the Food Network, 2) local business coverage to share bright economic centers in Costa Mesa, 3) engage local newspapers for their leads on breaking news, 4) a public information board regarding job opportunities, and 5) increase the public image through coverage of various City department accomplishments. These programs would be designed to serve the public interest and foster economic growth for the City. Mr. Cao and Mr. Beckman will be responsible for the majority of pre-production planning assisted by Mr. Nguyen and Miss Pham Vu. We welcome City staff to become a partner in any of the above-mentioned or new production ideas he/she has. Mr. Lobdell will be responsible for creative input and authorization of any productions.

### **C. Repair/Maintenance and Support Services**

The production/technical director and production assistant, Mr. Nguyen and Mr. Beckman respectively, will be responsible for the repair and maintenance of production equipment, including video cameras, tape machines, and microphones, television monitors, character generators, modulators, and computer hardware/software and other accessories. Our two staffers will also be responsible for software updates. Upon starting the Project, the production/technical director and production assistant will re-evaluate production equipment and document their working condition. Following the initial evaluation, equipment will be evaluated on a quarterly or as-needed basis. Repairs will be conducted on an as-needed basis. While mechanical failures may be within MMD's ability to repair, electronic and intensive mechanical repairs will be outsourced to the most able vendor. MMD staff may reserve the right to outsource based on logistical and time constraints. MMD will maintain repair and maintenance logs. Reports for repairs will be given to Mr. Cao, Mr. Lobdell, and the City department responsible for billing. The City will be required to pay for parts and labor for City-owned production equipment. Software updates will occur on a weekly or as-needed basis. MMD will physically or remotely manage production workstations to receive the most

recent software updates. The City is required to maintain a minimum 1.5-megabit Internet connection that allows VPN or industry-approved remote management software in order to receive effective and timely updates.

Typically, support services are sent directly to Mr. Cao to be delegated to staff, however the amount of stakeholders will require us to scale. As a creative approach to scale our support service capability, we will manage support services through an online support ticketing system called ZenDesk. In ZenDesk, a filer submits a support request ticket. It is emailed to all staff and the most applicable staff responds. The entire progress of troubleshooting is documented within the software. The software organizes request for support services by documenting the date, the time, the priority, and the issue. Like Basecamp, the person who files the support request can monitor the resolution, interact with staff, and be notified of updates. This creative solution will guarantee responses from MMD staff within two to eight hours.

During regular hours, we will be available for on-call audio/visual support to all City-owned facilities through the use of ZenDesk and our emergency line. For special event audio/visual setup, the City must schedule services a minimum of 10 days prior to the requested event. The City's failure to abide reasonable notice of scheduled events will be billed at the premium rate. If the City does not maintain an internal master logistical calendar, we propose that the City implement one for the purpose of human and asset resource management. This efficient and cost-effective measure will help reduce scheduling conflicts for support services demanded by competing City departments. Miss Pham Vu will manage the human and asset resources for special event setups.

In many cases, the current setup of equipment may be unnecessarily complex. As a cost cutting and productivity measure, MMD will work with the CEO's office and City staff to identify these systems and identify efficiency opportunities. Mr. Cao or Mr. Nguyen will implement opportunities the City concludes as beneficial.

In order to optimize the City's overall and video production costs further, we recommend implementing a two-tier support service system. Most support services are requested due to lack of knowledge or need for specialized knowledge and services. The advancement of technology creates new standards for common knowledge. First-tier support can be addressed by training key City staff and through the creation of brief operational manuals. More critical operations, applicable to second-tier support from MMD staff, will be addressed with specialized knowledge and services. For example, a half-hour training of City staff to power on systems may be more cost-effective than the aggregate hours billed by MMD to perform the same task. In order to achieve the two-tier support system, the CEO's office and MMD will agree on quantitative measurements to increase key City staff's knowledge of their tools as part of their ongoing professional development. Technical training by MMD may allow certain custodial and grounds-keeping positions to add to their skill sets. Many Americans today look for opportunities to develop professionally in order to maintain relevance in the job market. This implementation will benefit city employees, the municipal infrastructure, and the City as a whole.

City departments and staff who require assistance in digital file conversion will be required to place a work order for digital file conversion. City staff will submit a ticket through ZenDesk and either transfer the file directly to our systems by Internet connection, mail the video on a storage medium to us, or deposit the storage medium in a City area for pickup. MMD operates three 8-core Apple Mac Pros and one quad-core Windows workstation to process digital file conversion rapidly. A 120-

minute DVD-sized video can be converted in approximately 15 minutes. 135 minutes of audio can be converted in approximately 96 seconds. Conversion times vary based on the final file format and length of the media. To achieve increased productivity, we propose to remotely manage current systems and leverage the City's internal network. This action will remove time to transfer requested media over the Internet where bottlenecks can occur. Turnaround time can vary from minutes up to two days, depending on the amount of requests.

#### **D. Installations and Upgrade**

For video equipment engineering, equipment networking, and system installation, Mr. Cao and Miss Pham Vu will develop a work order request form in ZenDesk. With respect to fiduciary responsibilities of the City, all City staff must make requests known to the CEO's office in order to receive above-mentioned services. The CEO's office will be responsible for reviewing and issuing work order forms to MMD for consultations regarding audio/visual system upgrades or new installations. Upon approving the CEO's office issuing the request, Mr. Cao will 1) evaluate current systems, 2) develop audio/video equipment specifications, 3) assess if current systems are capable of achieving the City's requirements, 4) determine if an upgraded or new system will meet the designated specifications, and 5) prepare memorandum summarizing findings and recommendations. Mr. Nguyen will aid in the development of such audio system specifications because of his specialty in the field. Should an upgraded or new system be required, Mr. Cao assisted by Mr. Nguyen will prepare a cost-analysis report, including applicable vendors for hardware costs, and submit it to the CEO's office for final approval. Mr. Cao and Mr. Nguyen will be responsible for labor associated with assembling the system, training relevant City staff, and providing brief operational manuals. Mr. Cao and Mr. Nguyen are not licensed general contractors, therefore any installation associated with renovation of City-owned buildings is considered out-of-scope of their responsibilities. For installations associated with renovation, Mr. Cao or Mr. Nguyen will supervise installations by a contractor licensed to perform such work and report the performance of commissioned work to applicable City departments.

#### **E. Public Records and Duplication**

In conducting the City's business, Monarch Media & Design will comply with state requirements such as the California Public Records Act (CPRA) enacted by Government Code § 6250-6270. The City Clerk's office will be responsible for receiving and following up on requests with Mr. Cao. Having extensive experience in issuing CRPA requests and responding to Freedom of Information Act (FOIA) requests, Mr. Cao will be responsible for fulfilling requests applicable to the City's media assets. Mr. Cao will coordinate with the City Clerk, City Attorney, and applicable legal staff per their instructions in compliance of and protecting the City's interests. Per the State's requirements, we will respond no later than 10 business days upon receipt of the request. Under special circumstances prescribed by law, extensions may be made for a period no longer than 14 days. Mr. Cao will work with legal staff to better understand the State and City required data retention and backup policies. Media such as digital audio, photos, and video will be maintained at Monarch Media & Design for ongoing productions and archived at the end of the month on the City's servers. The City will maintain a stock of digital mediums such as DVD and CD discs per the video production operating budget in order for MMD to fulfill CPRA requests or duplication requests from City departments. In the event that digital mediums are not provided, the City will reimburse MMD for hard costs associated with fulfilling duplication requests.

For non-CPRA related requests, Mr. Cao and Mr. Lobdell will develop a memorandum of understanding (MOU) regarding public requests for CMTV 24 programs and schedules. The MOU

will prescribe targeted responses for frequently asked questions and outline basic guidelines for public affairs. For increased response times, the municipal department for information technology shall setup CMTV24@costamesaca.gov mailgroup that will forward emails to the Mr. Lobdell and MMD staff. MMD staff will have Simple File Transfer Mail (SMTP) protocol access to respond in the official capacity of conducting the City's business.

#### **F. Retention of Former City Employees**

Monarch Media & Design will assess the backgrounds and resumes of the City's former employees to determine the eligibility of potential hires. MMD will take into consideration the benefits of hiring a former employee of the City, such as familiarity with City facilities, continuity of CMTV 24 programs, and established rapport with internal and external stakeholders. If MMD assesses a need for additional staff within the company, Mr. Cao and Miss Pham Vu will engage the former employee for an interview. If selected, we will negotiate terms of hire such as compensation package and hours.

### **3 STAFFING**

██████████, Project Manager

██████████ will be responsible for the project management and creative direction of all productions. He will direct the team in both the planning and filming of productions. He will supervise and review filming and post-production in order to maintain the best quality of work. ██████████ will be the anchor/ host of CMTV productions. He is projected to work approximately 110 hours per month.

██████████, Production Manager

██████████ will manage all equipment operations. He will be responsible for set-up of camera and lighting equipment. He will run camera operations during productions. He will also be in charge of post-production editing. ██████████ He is projected to work approximately 110 hours per month.

██████████, Production Assistant

██████████ will provide production support to ██████████. He will operate camera equipment during productions. He will be involved in the post-production process, including but not limited to editing and color correction. ██████████ will provide audio/visual support to City departments. He is projected to work approximately 55 hours per month.

K ██████████

██████████ will be responsible for scheduling and coordinating all productions and team meetings. She will maintain regular communication with the City's project manager and other City departments. She will also be responsible for supervision of all production scripts and budgets. Miss ██████████ will assist in preparation of storyboards and interview questions. She will provide production support. She is projected to work about 42 per month.



---

## WORK EXPERIENCE

---

### **Monarch Media & Design**

*Creative Director / Co-Founder*

Garden Grove, CA

Jan 2009 - Present

Executive and creative management of a film, photography, and design firm. Direct all aspects production. Responsible for research and design of production equipment and workflows. Positioned the firm with a unique client base in political campaigns, government, commercial, and non-profit work.

### **Building Industry Association of Orange County**

*Government Affairs Assistant*

Irvine, CA

Jun 2011 - Present

Provide oversight to over 32 municipal jurisdictions on development and land-use issues. Engage municipal, state, and federal elected officials to provide in-depth analysis on housing policy. Produced and directed motion graphic web promotional for Outlook 2010, an economic projection event featuring Beacon Economics. Consult staff on social media outreach and copy writing.

### **McNerney for Congress**

*Field Organizer / Digital Media Consultant*

Stockton, CA

Oct – Dec 2010

Recruited and trained volunteers, interns, and paid staff for voter outreach. Produced two commercials featured on YouTube and Twitter. Prepared several high-quality print and digital designs for the Communications Team such as flyers and newsletters to increase fundraising and volunteer base. These efforts contributed to Congressman Jerry McNerney's successful re-election by 1,681 votes, a margin of 1%. Produced the Congressman's Family Christmas Cards.

### **United States House of Representatives**

*Intern, Office of Congressman Brad Sherman*

Washington, DC

Jun – Aug 2010

Researched and drafted memorandums on Social Security policy, social media best practices, integrating Recovery Act projects using Google Maps APIs, Google Analytics, and Franking-compliant Google Ads. Assisted the Chairman and staff of the Subcommittee on Terrorism, Nonproliferation, and Trade.

---

## VOLUNTEER & LEADERSHIP EXPERIENCE

---

### **Vietnamese Youth Convention 2009**

*Board of Directors / Technical Director*

Long Beach, CA

Jul 2009

Managed four teams and planned the technical direction and crew three-day conference for 3,000 attendees. Coordinated pre-production, principal photography, and post-production team to produce a DVD and promotional of the conference.

### **Red Balloon-Children's Miracle Network**

*Consultant / Technical Director*

Davis, CA

Nov 2008

Served as a consultant to the director to plan and execute fundraising event. Managed technical direction and staff for the fundraiser. The event raised \$7500.00 for the Children's Miracle Network.

### **The Africa Project**

*Consultant*

Garden Grove, CA

June 2006





Coordinated marketing and technical direction for fundraising event with Coastline College's Africa Project Chapter. Designed sound system. Raised \$2000.00 to build wells for villages in Africa.

---

## EDUCATION

---

University of California, Irvine  
*Bachelors of Arts, Political Science*  
GPA: 3.4, Dean's Honor List

Irvine, CA  
Graduated 2010

---

## HONORS & AWARDS

---

### UCI Law Forum Program

Participated in a challenging and multidisciplinary academic curriculum focusing on American law. Researched cases and honed legal writing skills by producing an amicus brief. Developed legal strategy and public speaking skills in mock appellate advocacy trials.

Tau Sigma National Honor Society, 2008-present, *UC Irvine*  
Washington Intern, UCDC Program, UC Irvine, Summer 2010

---

## SKILLS

---

Typing Speed of 90 WPM

Software: Microsoft Office, Adobe Creative Suite 4, Final Cut Pro

Computer Languages: HTML, CSS, and PHP and MySQL database

Other: Film & Media, Photography, Graphic Design



## Relevant Experience

- Monarch Media & Design  
*Co-founder, Production Director* Garden Grove, CA  
January 2009 – Present
- Co-founded a production firm for the purpose of film, photography and design
  - Filmed using various cameras: RED One, Sony XDCAM EX3, and Canon 5D MKII
  - Coordinated with other videographers and photographers to achieve optimal lighting for film and photography of events, models and products.
  - Designed a library of color grade templates in Apple Color
  - Trained co-workers and interns in camera operations and post-production processes
- Andrew Maz Productions  
*Recording Engineer/Live Sound Engineer* Fullerton, CA  
May 2010 – Present
- Manages operation of computers, mixing boards, microphones and video cameras.
  - Collaborates with artists to facilitate the recording of new instrumental and vocal tracks
  - Merge multiple takes to compile final audio tracks for post-production effects
  - Optimized PA systems for live concert events
- McNerney for Congress  
*Videographer, Motion Graphic Designer* Stockton, CA  
Oct 2010 – Nov 2010
- Filmed with an emphasis on documentary style shooting and photography
  - Filmed with Steadicam to achieve sweeping camera movements across a debate floor
  - Produced and designed political commercials for digital distribution.
- St. Columban Church  
*Sound Engineer* Garden Grove, CA  
Jan 2007 – April 2011
- Worked in a ministry team of up to ten people to set up sound and projector systems for Sunday services, and other church related events.
  - Diagnosed audio/video issues such as, faulty audio cables, faulty mixing board channels, video projection color shift and burnt projector lamps.
  - Optimized a church PA system for maximum coverage across all angles of seating.
  - Operated mixing boards, graphic equalizers and compressors to enhance the audio experience of congregation.

## Education

- Fullerton College  
*Associate of Arts, Liberal Studies* Fullerton, CA  
Certified in Music Recording/Production May 2010

## Skills

Software: Final Cut Pro 7, Apple Color, Adobe After Effects, Adobe Lightroom 3, Apple Logic Pro 9, Pro-Tools 8



Relevant Experience

- Monarch Media & Design Garden Grove, CA  
*Co-founder, Production Assistant* Jan 2009 – Present
- Co-founded a production firm for the purpose of film, photography and design.
  - Filmed events using various cameras: RED One, Sony XDCAM EX3, Sony XDCAM EX1 and Canon 5D MKII.
  - Coordinated with other videographers and photographers to achieve optimal lighting for film and photography of events, models and products.
  - Worked with team to edit and author DVDs of multi-camera event set-ups.
- City of Garden Grove Garden Grove, CA  
*Recreation Specialist* Nov 2007 – Present
- Maintain audio/visual equipment for the Community Meeting Center.
  - Set-up an overflow room with a TV and connection to a live feed for City Council Meetings.
  - Trained other employees how to set-up audio/visual equipment and maintain it.
  - Provide assistance with a Portable Sound System throughout the city.
- St. Columban Church Garden Grove, CA  
*Volunteer Audio/Visual Engineer* Sep 2006 – Apr 2011
- Worked in a ministry team of up to ten people to set up sound and projector systems for Sunday services, and other church related events.
  - Assisted with the operation and maintenance of a dual projection system.
  - Set-up and ran projection during mass.
- Vietnamese Youth Convention III Long Beach, CA  
*Tech Team, Camera Operator & Editor* July 2009
- Volunteered as a tech crew to prepare and operate a five-camera setup for a three-day conference, host to over 3,000 attendees.
  - Edited in Final Cut Pro to produce a DVD of the conference.

Education

Fullerton College Fullerton, CA  
*Associate of Arts, Television/Film Production* Sept 2006 – Present

Skills

Software: Final Cut Pro 7, Apple Color, Microsoft Office



## RELEVANT EXPERIENCE

---

Monarch Media & Design Garden Grove, CA  
Business Manager / Co-Founder January 2009-present

- Initiate and maintain client relationships
- Schedule and organize all events and production meetings
- Draft and review contracts and proposals
- Manage financial operations, including planning, bookkeeping, and budgeting
- Design and implement quarterly marketing plans
- Supervise production scripts and budgets

Creeker's Club Irvine, CA  
Child Care Aide September 2008-present

- Initiated and passed several reforms for efficiency of program and marketing plan
- Create curriculum for children in grades K-6
- Assist in new program development

Dreams for Kids DC Washington, D.C.  
Project Manager June 2010-August 2010

- Organized Water Skiing Clinic for children with physical and developmental delays
- Secured corporate sponsorships for the non-profit
- Established workflow infrastructure for staff and incoming interns

St. Columban Catholic Church Garden Grove, CA  
Volunteer Audio/Visual Engineer January 2009-March 2011

- Managed visual projection for Sunday mass and special events, including but not limited to setup of projection equipment, projection of announcements and lyrics slides, setup of video playback, and troubleshooting

## EDUCATION

---

University of California, Irvine Graduated June 2010  
B.A., Psychology and Social Behavior  
G.P.A.: 3.74, cum laude

## AWARDS & HONORS

---

- Phi Beta Kappa Academic Honor Society
- Secured \$3500 in Undergraduate Research Grants

## SKILLS

---

- Fluent in English and Vietnamese languages
- Software: Microsoft Office, Adobe Lightroom, Quickbooks
- Other: Film & Media, Photograph

#### 4 STATEMENT OF QUALIFICATIONS

##### **Vietnamese Youth Convention III (VYC III)**

Client Name	Vietnamese Youth Convention
Project Description	Technical Direction and Film Production
Project Start and End Dates	July 2nd - 4th, 2009
Client Project Manager	[REDACTED]
Phone Number	( [REDACTED] )
Email	[REDACTED]

The Vietnamese Youth Convention III was held at California State University Long Beach (CSULB). MMD Creative Director, Victor Cao, served as Director of the Technical Committee and a member of the Steering Committee. The Steering Committee held monthly meetings, and Mr. Cao prepared memorandums, reported progress, held presentations, and evaluated vendor proposals for technical challenges to be outsourced of what MMD could not provide. His core responsibilities were to 1) develop specifications for the proper stage, lighting, and audio setup for the Main Arena and classrooms, 2) execute film production and support services during the conference, and 3) direct the post-production team for DVD distribution. Mr. John Nguyen served as assistant director of the committee. Mr. Beckman and Miss Pham Vu served as production assistants/volunteer coordinators. MMD staff responsibilities were to make operational preparations and direct volunteers. Mr. Cao had held several meetings with outsourced vendors and CSULB Pyramid arena staff to foster specifications for the multi-camera video production and line-array sound system requirements. All production workflows were organized in Microsoft Office and shared throughout our staff organization using Dropbox®, an Internet file-sharing collaboration software.

MMD staff coordinated the CSLUB Pyramid arena, while volunteer camera operators provided video coverage of the classrooms. For maximum coverage in the Main Arena, three stationary and two crane-operated cameras were strategically positioned for the best vantage points. Mr. Nguyen, Mr. Beckman, and other volunteers operated these cameras. Camera feeds and a character generator were wired to a broadcast switch to provide a consolidated feed for the image magnification and AJA video capture system. The character generator provided lower thirds and other digital on-screen graphics. Mr. Cao, Miss Pham Vu, and volunteers operated the broadcast switch and character generators. Mr. Nguyen also assisted in sound reinforcement because of his background and credentials in sound engineering. Within the classrooms, several presentations and interviews with attendees were recorded. At times, support services were required to setup PowerPoint presentations and set audio levels on sound reinforcement systems.

Video editing occurred each night for the duration of the conference. Mr. Cao, Mr. Nguyen, Mr. Beckman, and volunteer editors carried out post-production duties in a series of rotations to mitigate the unusual and extensive working hours. MMD staff worked 16 to 18-hour days, accompanied by breaks in order to guarantee a quality and disruption-free event. Using footage

captured earlier in the day, promotional videos were produced overnight to begin pre-orders of the VYC III DVD. This required the team to implement an ad hoc gigabit renderfarm using several Apple Mac Pro workstations, Apple MacBook Pro notebooks, and an eight-terabyte RAID system to process over two terabytes of footage. This video engineering technique saved time and increased our performance.

Following the event, MMD staff collaborated with the Executive Director, Mr. Charlie Nguyen (no relation to MMD staffer John Nguyen), in order to script and storyboard the DVD. Mr. Charlie Nguyen was responsible for reviewing draft edits and important milestones that were reported by Mr. Cao. The DVD consisted of narratives and documentary segments. All edits, color-corrections, digital on-screen graphics, and DVD label/cover designs were performed by all MMD staff within two months. Pre-order DVDs were delivered, while remaining stock were sold at another religious-cultural event called the Vietnamese Martyrs Mass, also held at CSULB, filmed by MMD the following November.

**Don Bosco Broadcast and Documentary**

Client Name	Western Province of the Salesian Order
Project Description	Broadcast, Documentary, and Photography coverage
Project Start and End Dates	September 11th - 19th, 2010
Client Project Manager	[REDACTED]
Phone Number	[REDACTED]
Email	[REDACTED]

The Don Bosco Pilgrimage was an international Catholic event filmed and photographed by Monarch Media & Design from September 11th, 2010 to September 19th, 2010. The pilgrimage staff and MMD toured the California-Mexican border, San Francisco/Bay Area, and Los Angeles. Fr. Tim Ploch, Provincial for the Western Province of the Salesian Order, and Fr. Joe Boenzi served as internal stakeholders and principal representatives. Mr. Cao served as project manager, Mr. Nguyen served as production director, and two volunteers served as production assistants for the entirety of the pilgrimage. Mr. Beckman and Miss Pham Vu were assigned to the Los Angeles phase. The client’s objectives were to provide broadcast and documentary coverage, and coordinate with Missioni Don Bosco for distribution. Mr. Cao coordinated with Missioni Don Bosco’s broadcast director, Luca Periotto, to determine broadcast procedures, format designs, and delivery formats. The two-week itinerary of production tasks, procedures, and resource allocation was assigned in Basecamp.

To facilitate an array of coverage, two camera packages were transported to meet the Relics of Don Bosco and their staff at the California-Mexico border. In addition to the itinerary, improvised coordination with internal stakeholders was a regular occurrence to better understand the different communities, styles of veneration, and festivities being covered. Mr. Cao and a production assistant anchored and conducted interviews with attendees throughout the event. Footage was routinely backed up on portable eight-terabyte RAID servers. Turnaround time for

videos was between 12-24 hours. By following an established production workflow in Basecamp, these video summaries were converted and uploaded to a server in Italy and broadcasted world-wide through the Salesian’s agency, Missioni Don Bosco. Similar to the Vietnamese Youth Convention, the team worked 16 to 20-hour days for one-week. Production tasks were continually monitored and checked-off in Basecamp.

Upon returning from the pilgrimage, MMD prepared full-length documentaries and additional video summaries for the Salesian Order. The alternative workflow was planned and performed with the use of Basecamp. Mr. Cao and Mr. Periotto assigned hard deadlines for the production. The post-production turnaround for a documentary and several broadcast videos was two weeks. Following the event, Mr. Cao prepared and executed several licensing agreements for external stakeholders such as the participating parishes, schools, and attendees. All videos were archived on our 16-terabyte secure storage area network (SAN).

**Grace Ministries International**

Client Name	Grace Christian Youth Orchestra
Project Description	Film Production of Orchestral Concert
Project Start and End Dates	May 20th - August 30th, 2011
Client Project Manager	[REDACTED]
Phone Number	[REDACTED]
Email	[REDACTED]

Grace Christian Youth Orchestra Concert was held on June 30th, 2011. MMD Contract period spanned from May 20th, 2011 to August 30th, 2011. Objectives were to film an orchestra and produce a DVD for the students’ academic and professional portfolio. The workflow of the event was planned in Basecamp following the traditional film production process: pre-production, principal photography, and post-production. Miss Pham Vu coordinated stakeholder meetings between herself, Mr. Cao, Changhyun Choi (Director) and Jenny Chang (Assistant) to evaluate client requirements for the annual concert. Miss Pham Vu arranged a meeting at the venue to allow Mr. Cao and Mr. Nguyen to evaluate a video system design for the event. With location scouting completed, Mr. Cao developed the camera setup specifications, which included three stationary cameras, two crane operated cameras, an AJA broadcast switch and a live capture station.

During Principal Photography, Mr. Nguyen and Mr. Beckman were responsible for the assembly and operation of two crane operated cameras, while other MMD staff were responsible for the three stationary cameras. Mr. Cao assembled and operated the AJA broadcast switch and the live capture station to edit a real time draft of the event. Mr. Nguyen prepared the live capture station with an Apogee Ensemble audio device for recording a stereo feed from the venue’s audio mixing console. During the event, MMD staff communicated via headset radios to coordinate crane movements, close ups and pans for soloists and the orchestra as a whole.

Post-production began with Mr. Nguyen backing up all footage from the live capture station and the 5 cameras to our 16-terabyte storage server. From there Mr. Nguyen and Mr. Beckman reviewed the first draft. The concert was then delegated between Mr. Nguyen and Mr. Beckman to alter and refine camera angles and transitions as laid out by the draft edit, utilizing footage recorded directly to cameras. This second draft was then reviewed by Mr. Cao and revised by Mr. Nguyen and Mr. Beckman. The draft was then color graded to enhance the vibrant colors and lighting of the concert hall. Mr. Nguyen equalized and adjusted the audio from the live capture station to enhance the overall audio quality. After all video and audio was finalized, Mr. Beckman produced master copies of the final draft and converted those files to dvd format. Concurrently, Mr. Cao designed the graphic art for the dvd menu, box cover and the disc labels. Final delivery came in the form of a two dvd synopsis.

SAMPLE OF PRODUCTION: See enclosed DVD and visit <http://www.vimeo.com/monarchmd>

## 5 FINANCIAL CAPACITY

Monarch Media & Design does not have any pending administrative proceedings, claims, lawsuits, or other expositors. (See *Appendix C for Supporting Financial Documents*)

## 6 FEE PROPOSAL

### Year 1

Employee	Hourly Rate	Hours Worked	Total Cost	Premium Rate
██████████	\$52.00	1325	\$68,900	\$75.00/hour
██████████	\$52.00	1325	\$68,900	\$75.00/hour
██████████	\$52.00	658	\$34,216	\$75.00/hour
██████████	\$52.00	500	\$26,000	\$75.00/hour
<b>Total Estimated Annual Price</b>			<b>\$198,016</b>	

### Year 2

Employee	Hourly Rate	Hours Worked	Total Cost	Premium Rate
██████████	\$52.00	1325	\$68,900	\$75.00/hour
██████████	\$52.00	1325	\$68,900	\$75.00/hour
██████████	\$52.00	658	\$34,216	\$75.00/hour
██████████	\$52.00	500	\$26,000	\$75.00/hour
<b>Total Estimated Annual Price</b>			<b>\$198,016</b>	

### Year 3

Employee	Hourly Rate	Hours Worked	Total Cost	Premium Rate
██████████	\$54.00	1325	\$71,550	\$78.00/hour
██████████	\$54.00	1325	\$71,550	\$78.00/hour
██████████	\$54.00	658	\$35,532	\$78.00/hour



	\$54.00	500	\$27,000	\$78.00/hour
<b>Total Estimated Annual Price</b>			<b>\$205,632</b>	

Monarch Media & Design will respond to unscheduled video production needs with-in 24 hours. Any unscheduled production needs requiring MMD staff to work beyond regular business hours, that is, Monday through Saturday, 9am-6pm will be charged at the Premium Rate.

**7 DISCLOSURE**

Victor Cao is currently a Government Affairs Assistant for the Building Industry Association of Orange County (BIAOC). BIAOC has in the past engaged the City staff and council members on strictly residential development issues. Mr. Cao has had limited contact with the Community Development, Parks & Recreation, and City Clerk staff regarding park in-lieu and development impact fees throughout the month of September.

Mr. Cao has not had any direct contact with any current Costa Mesa officials, employees, or their family members regarding the RFP for Video Production Services.

**8 SAMPLE AGREEMENT**

*See Appendix D for Amendments to Sample Agreement*

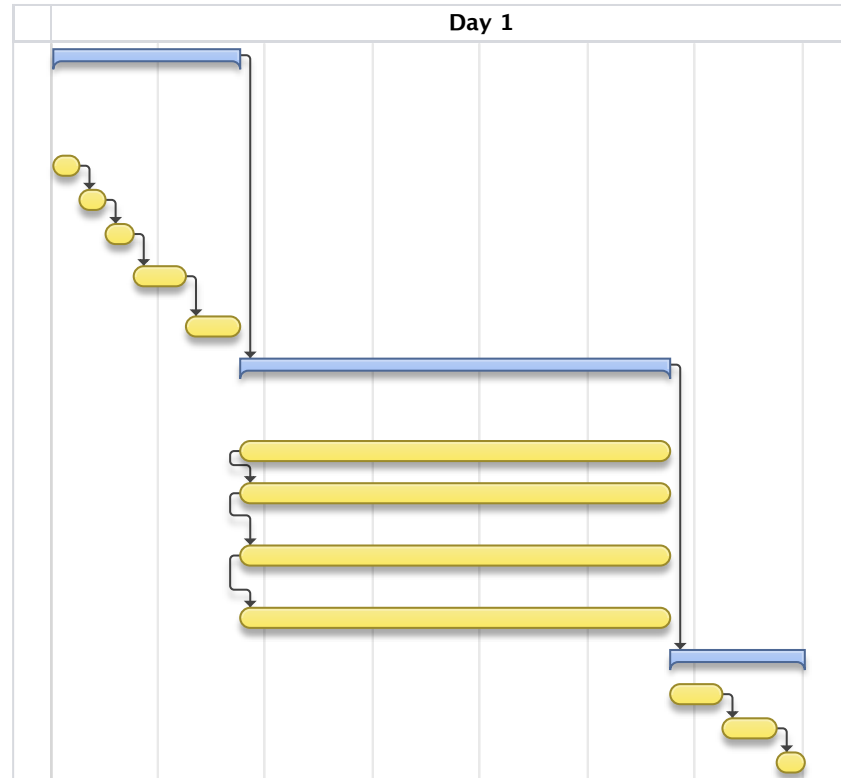
**APPENDIX A**

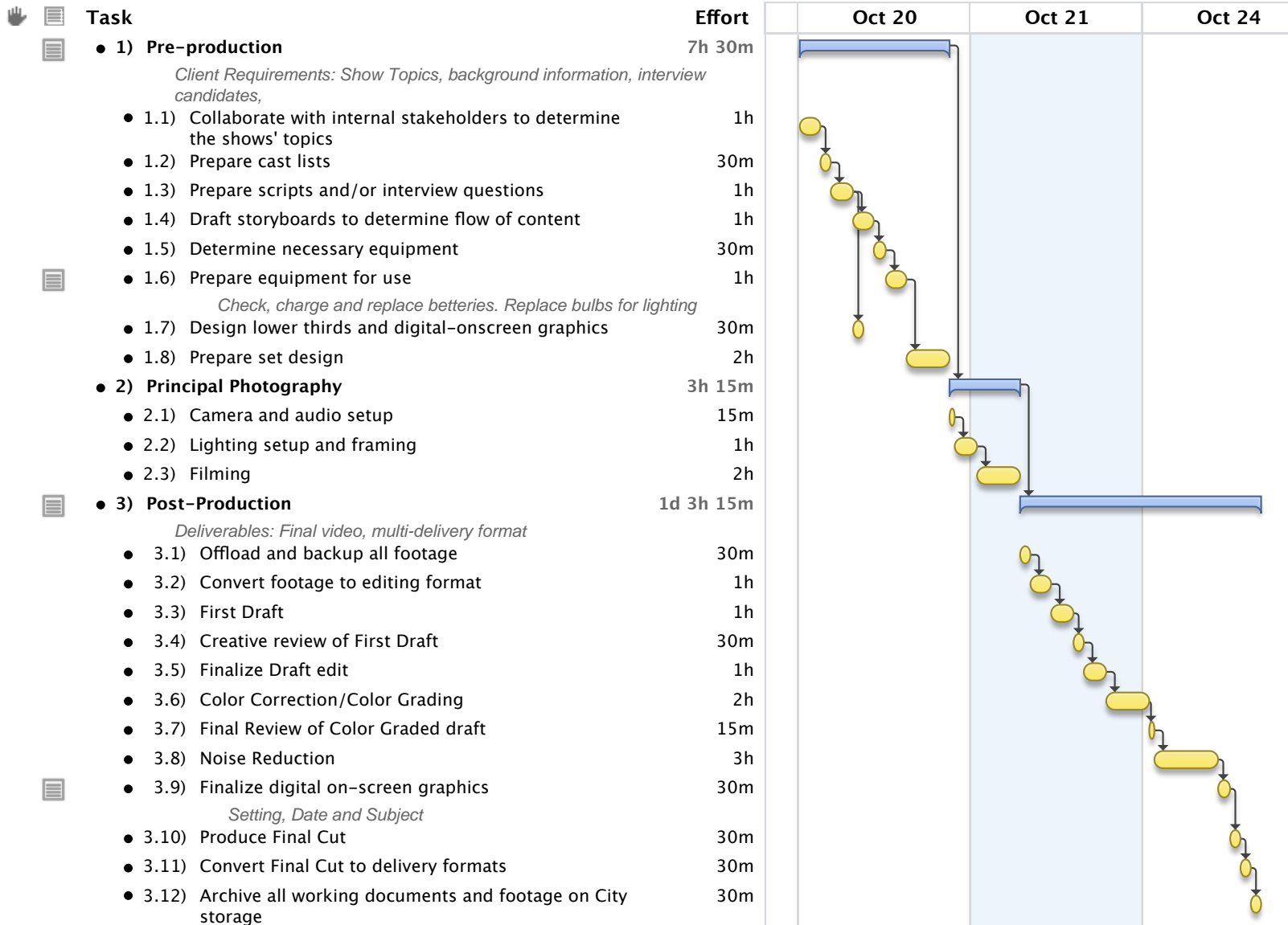
**MONARCH MEDIA & DESIGN EQUIPMENT INVENTORY**

**APPENDIX B**

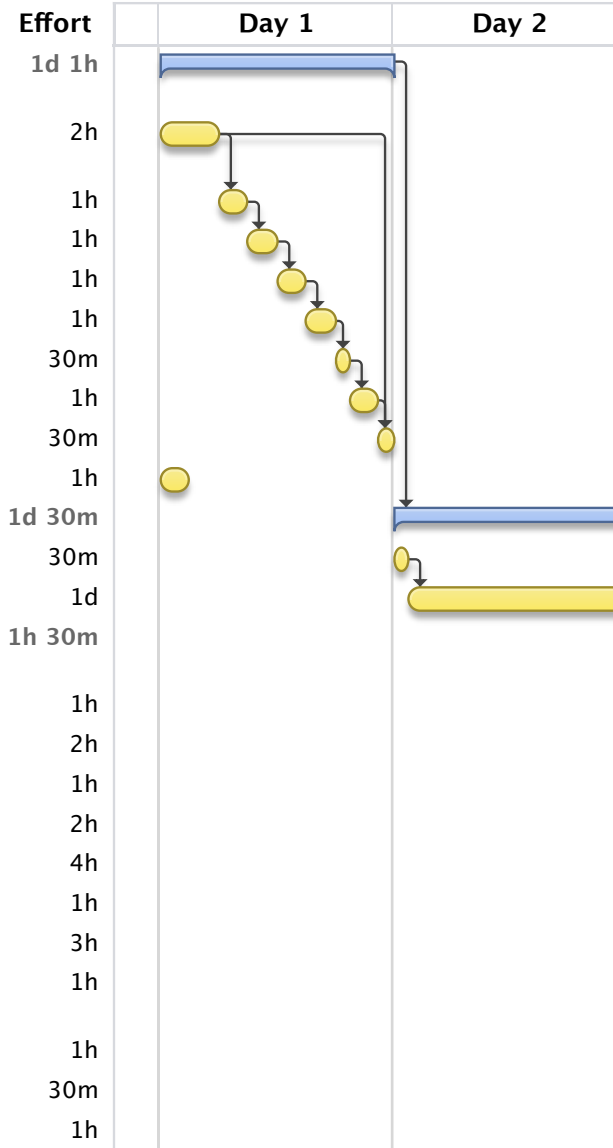
**PRODUCTION SCHEDULES**

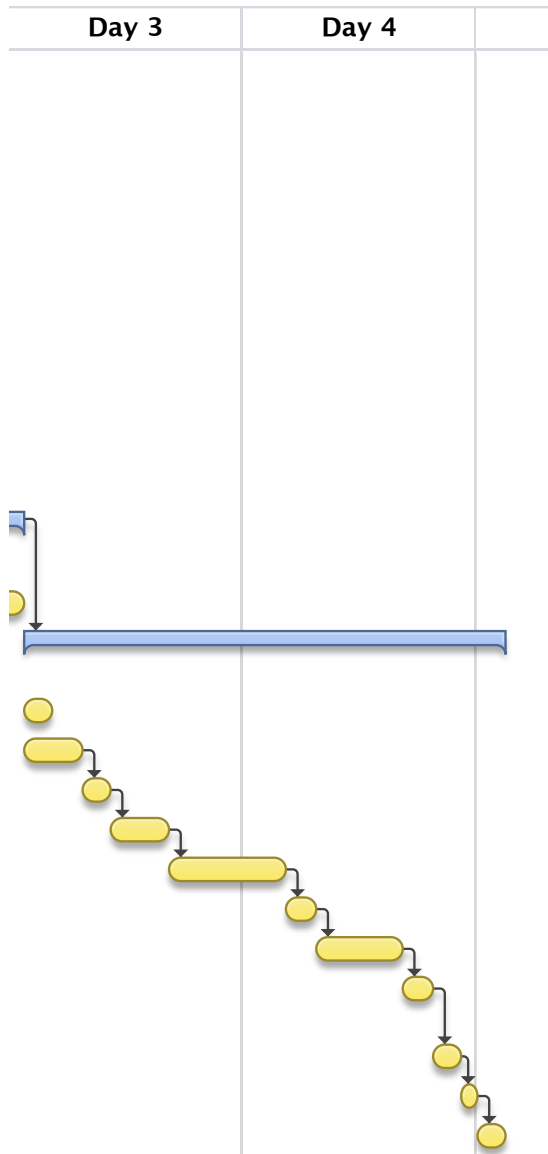
Task	Effort
<ul style="list-style-type: none"> <li>● 1) <b>Pre-production</b>  <i>Client requirement: Meeting Agendas and Names, Titles and Affiliations for all schedule interviewees per Task 1.4</i> </li> </ul>	1h 45m
<ul style="list-style-type: none"> <li>● 1.1) On-site equipment check</li> <li>● 1.2) Prep equipment for live broadcast</li> <li>● 1.3) Review meeting agendas</li> <li>● 1.4) Acquire interviewee names and titles for lower thirds and other digital on-screen graphics</li> <li>● 1.5) Pre-fabricate interviewee digital on-screen information graphics</li> </ul>	15m 15m 15m 30m 30m
<ul style="list-style-type: none"> <li>● 2) <b>Production</b>  <i>Deliverables: Real time conversion of footage to the municipal channel and webstream per Task 2.4</i> </li> </ul>	2d
<ul style="list-style-type: none"> <li>● 2.1) Live Capture from in-house camera system</li> <li>● 2.2) Manipulate camera control units and camera switch to alter camera angles</li> <li>● 2.3) Apply downstream character generator for lower thirds and other digital on-screen graphics to display names, titles and affiliation</li> <li>● 2.4) Live broadcast to municipal channel, as well as webstream</li> </ul>	4h 4h 4h 4h
<ul style="list-style-type: none"> <li>● 3) <b>Post-Production</b></li> </ul>	1h 15m
<ul style="list-style-type: none"> <li>● 3.1) Edit excess footage</li> <li>● 3.2) Convert to multi-delivery formats</li> <li>● 3.3) Archive all master footage</li> </ul>	30m 30m 15m





- 👤 📄 **Task**
- 📄 ● **1) Pre-production**
  - 📄 *Client Requirements: Acquisition of event information per Task 1.1*
  - 1.1) Gather event info from internal stakeholders
    - 📄 *Type of Event, Name, Date, Location, Length of Feature*
  - 1.2) Script writing
  - 1.3) Storyboards
  - 1.4) Shot List
  - 1.5) Location lists
  - 1.6) Interview/Cast/Crew Call Sheets
  - 1.7) Prop list
  - 1.8) Equipment Check
  - 1.9) Prepare lower thirds and digital on-screen graphics
- **2) Principal Photography**
- **3) Post-Production**
  - 📄 *Deliverables: Final video in client requested format per Task 3.10*
  - 3.1) Ingest footage
  - 3.2) First Draft
  - 3.3) Creative review of First Draft
  - 3.4) Finalize Draft edit
  - 3.5) Color Correction/Color Grading
  - 3.6) Final Review of Color Graded draft
  - 3.7) Noise Reduction
  - 3.8) Finalize digital on-screen graphics
    - 📄 *Setting, Date and Subject*
  - 3.9) Produce Final Cut
  - 3.10) Convert Final Cut to delivery formats
  - 3.11) Archive all working documents and footage





**APPENDIX C**

**SUPPORTING FINANCIAL DOCUMENTS**



**APPENDIX D**

**AMENDMENTS TO SAMPLE AGREEMENT**

**APPENDIX E**  
**REQUIRED FORMS**

## Appendix C

### EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Video Production Services RFP at any time after September 26, 2011.



**OR**

I certify that Proposer or Proposer's representatives have communicated after \_\_\_\_\_, 2011 with a City Councilmember concerning the Video Production Services RFP. A copy of all such communications is attached to this form for public distribution.

---

## Appendix E

### DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No  X

If the answer is yes, explain the circumstances in the following space.

## Appendix F

### DISCLOSURE OF GOVERNMENT POSITIONS

Each [REDACTED] or appointed [REDACTED] directors, officers, or employees of a governmental entity or held such [REDACTED] in [REDACTED] past twelve months. List below or [REDACTED] [REDACTED]

**Kenneth Beckman** ■  
Recreation Specialist  
Community Services Department  
City of Garden Grove



# MVT PRODUCTIONS

*"Your One-Stop Shop for All Your Multimedia Needs!"*

FILM - VIDEO - MULTIMEDIA - SHOW - EVENT - RENTAL - DUPLICATION - REPLICATION

3847 S. Main St., Santa Ana, CA 92707

P. 714.424.9974

F. 714.424.9977

www.mvtproductions.com

**COPY 1**

City of Costa Mesa  
City Attorney – 5th Floor  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Kimberly Hall Barlow

Re: RFP Video Production

**HAND DELIVERED**

October 20, 2011

Dear Ms Barlow,

Master Video Takes (MVT Productions) of Santa Ana is proud to be given the opportunity to provide this audio/visual services proposal for the City of Costa Mesa. (City) Our primary goal at MVT would be to provide you with the highest quality service, talent, and equipment resources to make each City Government broadcast, special event, or City sponsored program a successful one!

MVT has the experience and staff to perform quality production services. MVT has been in business in Orange County for over 25 years. MVT is conveniently located less than 5 miles from the City's Civic Center. Our professional staff, fully equipped production studio, our A/V professional grade production and special event equipment inventory, and our dedication to production have served our clients well. A Client Reference/Contact list is attached for your review. MVT's product line features four state of the art digital broadcast editing systems, utilizing the latest in post production software for industry leading developers like: Apple's Final Cut Studio, Adobe's creative collection, and Autodesk. Our broadcast ready edit bays also include AJA Kona cards, which allow us to capture any type of source material and delivery masters in the highest possible quality whether its standard definition (SD) or high definition (HD). Our 1600 square foot studio has two shooting surfaces; first, we have our set surface, and this can be easily changed between any one of our pre-built sets. Or a custom built set design by our set designers and builders and can be manufactured in a timely manner. As for the other side, we have a traditional two wall CYC or Cove 20x40 section, which is painted Cromakey green, it's large enough to shoot head to toe with multiple talent and props. Our studio is equipped with overhead lighting grids, backdrops and props, as well as extensive sound recording equipment, light controllers and video mixers all nested in our adjoining production control booth. We also have a sound booth design for three to four person interviews or voiceover recording.

MVT Productions' equipment inventory is always expanding as we operate our own full service production studio. We maintain a wide range of Digital SD and HD cameras from manufactures such as, SONY, CANON and JVC. Whether you need six matching HD cameras with studio kits or small pocket size to fit in the smallest of places for that perfect shot—MVT has it all. We consistently train all of our full time staff and part-time contracted staff on this actual equipment, which facilitates a cohesive operation resulting in outstanding service and quality productions.

MVT maintains our professional efforts as define by its organizational structure. We have submitted MVT's Organizational Chart that shows our management plan, and how we manage productions, and resource allocation. As you will see in our proposal we have illustrated a new position entitled "Costa Mesa Production Manager" (CMPM) who will manage the video production services at the City. THE CMPM will report directly to me, the MVT Production Director, who will supervise him and assign additional resources and staff to the CMPM as needed, and only when needed, for City approved projects. The full time CMPM position will handle most live broadcast schedules associated with City business operations as a priority. In addition to this, the CMPM will be responsible to manage all program development, video productions, City equipment, administrative duties, cable company interface, technical assistance as needed, and to provide support to City A/V demands as required or requested. The credentials of the new CMPM position will need to encompass production experience, supervisor/management experience, and the appropriate technical training and college education. (MVT Job Description attached) We have three options for filling this position if and when we enter into contract negotiations. First, we will give consideration to existing City staff that will be displaced by this contract. Second, we will offer the position to Producer/Educator Randy Schultz from Santa Ana Community College, a most talented and educated individual. Third, MVT will host a professional "Producers Casting Call" to find the dynamic person to fill the vacancy. The choice of any of these specific options would be with City concurrence.

MVT's has designed a plan that would specifically facilitate the City's current and future video communication goals with 3 focused areas/elements. Element #1; Live Cable Broadcast Services; Inclusive of scheduled City Council Meetings, Commission Meetings, Workshops, and Public Meetings. (Standing Production Schedule) Element #2; Ancillary Video Services; Inclusive of Pre-Production Planning Meetings, Video Documentations and File Footage Library Services, Cable TV Show Productions, Special Event Program Production, ENG News Gathering, Post Editing Services, and Program Scripting, and Element #3 MVT Studio Services and Production Equipment Access. We envision MVT's CMPM coordinating directly between the assigned City staff/programs with MVT Management/resources on all relevant A/V tasks. They would effectively provide for all the City's current specific needs, and future demands in visual communications. The actual selection of the Costa Mesa Program Manager person will be with the concurrence of the City's Director of Communications or their designee during the contract negotiations. MVT will execute our transition plan upon acceptance of a Professional Services Agreement to ensure services are consistent and uninterrupted. Details are illustrated accordingly in the RFP.

Through the position of the new CMPM all functions inclusive of the Master Schedule of Events (Daily evolution), all A/V equipment requirements, set-up and tear down times (Show times), issued work assignments to MVT production staff and/or technicians as applicable by the daily demand, facilitation of client/staff problem resolution, identification of facility A/V equipment operations to train onsite MVT staff (OPS Manual Development), and development of any specific Invoicing requirements by the City will occur. Beyond the CEO's office, MVT will appropriately interface with any other City staff working on events to ensure set ups and tear downs of equipment are systematically completed relevant to the aspect of public safety and time line efficiencies. We envision that the City assigned a key staff member (Communications Director) will direct/approve the activities of MVT productions. This would be inclusive of that party providing all authorizations to perform ancillary video production work for other City departments or sections. We see this as maintaining the City's ability to set priorities and to control costs for all ancillary video production work. Work performed by the CMPM will be itemized in a daily index calendar identifying specific tasks being performed on behalf of the City. This living calendar will be posted/maintained by MVT on their limited access website. Charges to the City will be based upon specific City assignments defined and any ancillary equipment and/or resources whose costs are specifically listed in the RFP, showing a significant discount to the City of Costa Mesa.

As you will see the specifics of MVT's production proposal, the City will save funds by privatizing these audiovisual tasks. MVT's proposal would eliminate all of the overhead expenditures for benefits, limit liability exposures, and offset unfunded retirement costs of each employee. It will provide immediate access to A/V resources, facilities, and production personnel that the City current does not have postured.

Please review our proposal package, and if you have any questions, please don't hesitate to call me, or George Ayrouth, MVT's General Manager, at (714) 424-9974. This RFP offer inclusive of prices will be in effect for the next 180 Days.

We look forward to working with you if selected as we have done with other government agencies in their media projects. MVT's business is to help you succeed with your effective communication mission. Please visit our website to learn more about recent productions and envision what we can do for Costa Mesa: [www.mvtproductions.com](http://www.mvtproductions.com).

Sincerely,

In Concurrence,

\_\_\_\_\_  
Director of Productions, MVT Productions

\_\_\_\_\_  
Owner/Manager, MVT

Attachments – MVT Productions - RFP Video Production (5 copies each) & DVD Copy



# Appendix A



## REQUEST FOR PROPOSAL *Video Production* VENDOR APPLICATION FORM

TYPE OF APPLICANT:         NEW    \_\_\_ CURRENT VENDOR

Legal Contractual Name of Corporation: Master Video Takes (MVT Productions)

Contact Person for Agreement: [REDACTED] Owner / General Manager

Corporate Mailing Address: 3847 S. Main Street

City, State and Zip Code: Santa Ana, CA. 92707

E-Mail Address: [REDACTED]

Phone: [REDACTED] Fax: [REDACTED]

Contact Person for Proposals: [REDACTED]

Title: Director of Productions    E-Mail Address: [REDACTED]

Business Telephone: [REDACTED] Business Fax: [REDACTED]

Is your business: (check one)

NON PROFIT CORPORATION    \_\_\_ FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION                       LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL                       **SOLE PROPRIETORSHIP**

PARTNERSHIP                       UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
[REDACTED]	Owner / General Manager	[REDACTED]
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: Pending Application  
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

## RFP PROPOSAL PLAN CITY OF COSTA MESA – VIDEO PRODUCTION

---

MVT Productions of Santa Ana California proudly presents this RFP proposal plan to the City of Costa Mesa (City) for professional video production services.

RFP Table of Contents

TITLE	PAGE
Background & Project Summary	1
Methodology for Rendering Services (7 Subsections)	2
Staffing Resources	8
Qualifications – List of References	12
Financial Capacity	15
Fee Proposal – Ancillary Service Fees	18
Disclosures	19
RFP Required Attachments - Appendix A through E	A1
MVT Staff Resumes	A2
Sample MVT Event Calendar / Time Sheet / Insurance Sample	A3

### **□ Background and Project Summary Section**

The City of Costa Mesa in the year 2011 determined that the City should look for cost saving measures for the upcoming fiscal year. The City management at the direction of the City Council began work in unison with select staff members and committees, who subsequently identified several City services that might be outsourced as a cost-saving measure toward the upcoming FY City's Budget. This RFP for video production services is a result of those efforts.

In the profile of the City of Costa Mesa, which was corporate in 1953, we see a diverse population of almost 120,000 people, all nested in its 16 square mile boundary. The citizens and shareholders alike have expectations of what public services mean. The citizens have become accustomed to and have an expectation of quality police and fire protection, animal control services, emergency medical aid, building safety & regulation inspection, land-use planning, street maintenance and improvement in traffic safety and maintenance along with the full range of anticipated recreational and cultural programs. These elements all have a special meaning that makes Costa Mesa a great place to live and work!

A major component of the dynamics that makes the City function and keeps the citizens and shareholders informed is the communication component. To meet that need, the City established a video production element many years ago. As such, this award winning element attempted to meet the growing needs within the communication circle, but was frequently restrained as far as resources. Now faced with impending fiscal challenges, the City has had the insight to seek out viable options to facilitate its

communication tasks, as well as soliciting ideas and established resource business vendors who could advance the program, while still meeting the basic needs in broadcast and production needs. So in order to solicit new ideas and approaches to facilitating the city's communication needs, a formal request for proposals (RFP) was issued.

MVT Productions was fortunate to obtain the solicitation distributed by the City. In our analysis of the City's scope of work we realized that our company has many assets that would not only meet existing needs of the City's communication component, but could act as a platform to expand, enhance, and produce visual communications over the next five years that would exceed their current expectations.

MVT Productions has analyzed then conceptualize the communication demands of the City and divided them into three specific elements. These elements are:

**Element #1; Live Cable Broadcast Services**

Broadcasts inclusive of City Council Meetings, Commission Meetings, Workshops, and Public Meetings. (Maintaining the Standing Production Schedule) Facilitation of existing administrative/line functions inclusive of cable station functions and programming. Public Relations.

**Element #2; Ancillary Video Services**

Program services inclusive of Pre-Production Planning Meetings, Video Documentations and File Footage Library Services, Cable TV Show Productions, Special Event Program Production, ENG News Gathering, Post Editing Services, and Program Scripting.

**Element #3 MVT Studio Services (Added Resource)**

Full Production Equipment and Studio Access. MVT's CMPM would coordinate directly between the assigned City staff/need and MVT Management/resources on all relevant A/V tasks, he/she would effectively provide for all the City's current specific needs, and future demands in communications. The actual selection of the Costa Mesa Program Manager person will be with the concurrence of the City's Director of Communications, or their designee, during the contract negotiations. Staging for new programs and new resources to cost effectively develop programs to enhance visual communications.

□ **Methodology Section**

**+ Implementation Plan Component**

Depending on the outcome of the selection process for the Costa Mesa Program Manager position described by the three selection options show below that we offer, we will execute the appropriate implementation plan as described below. The Costa Mesa Program Manager position is important as it would execute and administer all key

requirements of video production execution and management for the City. (Refer to job description for details)

#### Costa Mesa Program Manager Position – Recommended Selection Options

**Option #1.** Negotiate with identified City staff members who are targeted for termination to fill the role of CM Program Manager and Program Assistant.

**Option #2.** Select a qualified MVT Associate as the CM Project Manager and one for the Production Assistant. (15 PT MVT Staff Resumes – 2 Samples attached)

**Option #3.** Consider/Select new talent by having MVT facilitate a “Producers Casting Call” at MVT Studios (At MVT expense) to select from available professional candidates working in the industry today. City staff may choose to assist in this evaluation/selection process.

Key considerations in implementing this plan include knowing the timeline created by the City relevant to employee terminations. Once City employees are issued termination notices that are dated, they will possibly be inclined to be uncooperative in providing assistance to a new video production vendor. Concerns of the equipment tampering may also be valid.

The exception to this concern would be the implementation of Option#1 as described above to wit MVT would employ one or more terminating employees. With this action it would be in their best interest to cooperate with the new vendor and facilitate a smooth and seamless transition toward the goal of privatizing video production services in the City.

In the event that terminating city employees do not enter into an employment agreement with MVT productions, MVT productions will move toward implementing either option #2 or option #3 shown above based upon the City’s priority. In this circumstance, MVT would have the responsibility of orienting a new person to the role of the Costa Mesa Program Manager.

MVT's plan relevant to orienting a new person to the role of the Costa Mesa Program Manager will take place soon after their new employee orientation to MVT Productions operations. The City orientation plan is as follows:

- In discussion with City staff, MVT productions will arrange a series of “meet and greet” meetings to introduce the key staff from MVT productions as well as the new Costa Mesa program manager to the City team. An initial meeting will be postured at MVT Studios which will include a tour of the studio facilities. Accordingly, appropriate stakeholders will be invited to the tour. For each individual meeting an agenda will be drafted relevant to defining the role relationship between the particular City staff is related to production services and

the responsibilities defined in the CM Program Manager Job description. This would be inclusive of meeting with key staff of various City departments, leading to the posturing of developing a 12 month project calendar for ancillary video projects such as training programs, public service announcements, and community events. (Sample Calendar attached)

- With the concurrence of the City, key MVT staff will visit the live broadcast studio in the basement of Civic Center prior to the termination dates of City staff. City production staff, under direction from the City management, would meet with us in order for us to facilitate in the development of a current operations manual/training for the City's current broadcast system. These meetings should not interfere with scheduled broadcasts. The Costa Mesa Program Manager could observe the City staff perform all necessary tasks in a live broadcast, without interference, hence learning the operation of the existing equipment first hand.
  
- In the event that MVT staff is prohibited from meeting with existing video staff prior to the termination, MVT would solicit early access to said equipment in order to develop their own operations manual. The operations manual will serve as a technical training tool for future technicians that may operate the City's system. This option would be less time efficient.
  
- Restricted Website access would be provided to key City staff relevant to project work schedule calendars, meeting agendas, and ancillary programs. This would be hosted on MVT's website. This would also provide a portal for viewing of edited programs by City staff. This would provide for a secure communication link.
  
- MVT would advertise the communication links available to connect with the new Costa Mesa Program Manager. This would be inclusive of a 24-hour cell phone number, a direct e-mail address, and a hard line phone number.
  
- MVT's Director of Productions would work closely with the program manager in developing relationships with the city staff. Additionally you will be involved with oversight to the execution of the responsibilities of the program manager, and will provide him with all necessary resources that fall within the scope of the professional services agreement. The director will ensure that all required systems are functional, and that effective communications will be present. They focused advertisement campaign will be structured and released relevant to the new position and its responsibilities to the City of Costa Mesa, its residents, and businesses.

**+ Quality Controls**

Over the past 25 years of operations, MVT has embedded in its operation several strategies that have helped to maintain quality control on all the projects and events it has facilitated. The key element this quality control relates to respect. MVT staff show a high level of respect for all the people they engage relevant to the services they perform. The staff shows this respect by being consistent in their demeanor relevant to their interactions with clients and coworkers. This creates a positive and friendly atmosphere which leads to a productive work environment and subsequent quality program. This friendly environment also leads to the focus on the production elements which equates to success. (Pre-Production, Production, Post-Production) MVT's attention to detail facilitates this task in the assurance of quality work. The cadre of staff employed by MVT productions enjoys their work they have pride in their career choice. They look forward to engaging new challenges and soliciting new technologies or processes to reach any production goal. They take personal pride in what they do, and will leave no job incomplete. No task associated with any project is too menial for any individual staff member to accomplish. All of this dedication takes place within our simple organizational chart which puts organizational structure toward facilitating project management and quality control. MVT staff has a reputation for being knowledgeable people who want to get the job done right. Just ask our clients!

**+ Transition Plan**

Transferring responsibilities for video production services provided within the City by current City to an outside vendor is manageable. If Option #1, hiring of terminating city staff occurs, then the literal transition from direct City management to vendor management would be negligible. The city would maintain the same person, basically performing the same services. However, if option #2 or option #3 is engaged, a timeline of specific activities would emerge. It is our vision that this timeline would engage at least three weeks prior to the termination of current City staff performing video services. City employees would be directed to cooperate with the vendor based upon the City's directive.

WEEK	EVENT	TIMELINE
1	Select new Costa Mesa Program Manager. Orientation. Schedule meetings with existing staff per agendas. Engage Consultant to identify strategies and tasks specific to effecting the components of the professional services contract.	30 Hours
2	Execute meetings with existing staff. <ul style="list-style-type: none"> <li>- Collect function data to develop Operations Manual.</li> <li>- Identify current contacts/active stakeholder</li> <li>- Train on existing broadcast equipment, observe actual Council Meeting broadcast</li> </ul>	30 Hours

	<ul style="list-style-type: none"> <li>- Identify current projects, shoot schedules, pending projects</li> <li>- Meet with Cable company staff, define role relationship</li> </ul>	
3	Review collected data and confirm key information and schedules with City's Communications Director. Report on status of transition elements.	20 Hours
4	Execute the contract provisions by activating the Implementation Plan. Schedule staff time as needed. Assign PT position only as need, when needed. (Cost savings)	40 Hours

**+ City Staff Interface**

As indicated above, it is expected that the City staff will be open-minded to enjoining MVT productions in their transitional plan components which are beneficial to the City operations. MVT anticipates that the Communications Director, which is noted as the project manager for the services agreement, will help MVT schedule and facilitate the components of this transitional plan. Specifically they will ensure that appropriate City staff attend scheduled meetings, participate in the transitional plan components, and enjoin with MVT staff in the performance of their video production services. Additionally, in order to be effective with all the components of this agreement, MVT hopes that there will be an ongoing communication interface between the key city staff members, and the Costa Mesa Production Manager position as indicated. It would be appropriate to invite the CMPM to select City staff meetings In order to facilitate City business as identified in his job description. This includes production schedules, program contents, advisement of his representative services and how he can help them, the development of Power Point programs, along with his need to facilitate potential ancillary production work. The City must facilitate this time and interface with MVT, their new key communication vendor. MVT contact numbers will need to be placed on some staffers speed dial!

**+ Cost Efficiencies**

MVT Productions has identified a number of cost-saving measures along with time motion efficiencies in their approach to this RFP. Aside from the major cost-saving measure of contracting the services of to the private sector, the following efficiencies are noted:

- Production Schedules. Schedules are not routine. Hence there are time frames where the work load factor is diminished. This applies to components of the Costa Mesa RFP. MVT has long established the cost efficient by assigning staff only to scheduled events or activities in a part-time employment role. On the contrary point, if the production schedule becomes inflated with multiple productions scheduled simultaneously, MVT maintains a large pool of part-time staffers and equipment that can fill the schedule's need. MVT part-time staff is



not solely dependent on the one City agreement, MVT's project assistants, sound technicians, scriptwriters, etc, are scheduled toward the facilitation of other clients on their events, and based upon the Master MVT calendar.

- Cross training. MVT has found that cross training staff members to perform a variety of production functions provides not only a cost savings measure, but also a time/motion efficiency. In scheduling events, multiple events can be scheduled back to back on the same day, allowing for the same part-time staff member to change hats from a camera person in the morning, to a video switcher technician in the afternoon. Likewise, cross training facilitates a redundant backup system for replacement of staff personnel who become ill or have an unexpected personal emergency.
- Studio utilization. Many costs saving factors and time efficiencies evolve from the utilization of the full services studio that MVT maintains. There are many time-saving factors relevant to equipment transport, equipment set up, and support staff services. In addition to this the utilization of the studio provides for a controlled environment relevant to public distractions, environmental noises, and inclement weather. It maintains a large library of copyright authorized music and sound effects. The additional cost efficiency and convenience is the fact that the studio is located freeway close, less than 5 miles from the Costa Mesa Civic Center. In the future city may consider relocating technical support equipment to the MVT facility as a space-saving consideration.
- Costa Mesa Program Manager. It is anticipated that the program manager will have office space in the basement of the City Council meeting room since this is the location where the production equipment is currently postured. MVT will also provide office space for this position to facilitate time motion efficiency to the performance of their tasks. Likewise, MVT productions will facilitate a video library for the storage of all file footage and programs that it produces on behalf of the City. As a part of that library, the program manager will have the ability to catalog/file the digital footage which is recorded, enabling electronic management of that collection. The existing City's historic videotape collection library can be transferred to a hard drive storage unit as part of this agreement. This would eliminate the shelves of videotapes that exist in the basement of the City Council meeting room, as well as making the footage more readily accessible to post production editing tasks.

#### **+ City Staff Consideration**

MVT acknowledges the city's desire to give consideration to potentially terminating city positions as result of the establishment of the services agreement. Relevant to this point, MVT has identified as their Option #1 above, that they will attempt to negotiate an employment contract with the affected City staff. With the City's concurrence, they would have the first right of refusal as part of MVT's Implementation Plan. If no

agreement is reached within 48 hours, then option #2 or option #3 will be engaged. This negotiation will take place as part of the pre-professional services agreement negotiation as referred to in the City's RFP Question-Responses.

### **+ City Facilities and Equipment**

In our vision, MVT Productions proposes that all inventoried City owned equipment relevant to video production and broadcasting remain under City ownership and security control. Since it is indicated that the equipment is in good working order, it should remain in place. This action will restrict MVT staff from utilizing City equipment for other client's events or projects, which would cause additional wear and tear on the equipment. Additionally this will provide for greater security of the equipment as it will be maintained as currently postured at the City facilities. Access by the MVT program manager will only be authorized to his/her performance of duties, which adds to that security level. If additional equipment is needed for a special broadcast, ENG assignment, or video production, MVT will utilize its own inventory resources. (New digital equipment)

The City would remain responsible for any major repairs to their equipment. Hence, MVT productions will not be submitting a leasing plan to obtain full access and control of the City's production equipment. Based on workload factors, the Costa Mesa Program Manager will staff the basement complex based on City need. We envision this as part and parcel to the performance of his duties, and as such, should be facilitated by the City at no additional cost to MVT productions. This may be the program manager's primary office for timely access. He will also have office space postured at MVT Studios, where major production resources are postured. Again, the program manager will only perform work that is City related when staffing the basement facility. This may include performing some minor editing tasks on the computer system located there.

When the City's broadcast equipment becomes obsolete, MVT productions will work with them identify and engineer its replacement components. At that point in time, MVT would illustrate cost efficiencies of purchasing or leasing said equipment for use. MVT appreciates that this would be a factor of the City's budget cycle.

### **□ Staffing Section**

#### **Staff Selection Options**

MVT as indicated in this proposal will have a full time CM Program Manager and a part-time Production Assistant assigned as primary/priority positions to the City's production needs as specified.

The CM Program Manager and Production Assistant selection process will be based on 3 options. These options would engage as part of the services agreement negotiations phase.

Option #1. Negotiate with identified City staff members who are targeted for termination to fill the role of CM Program Manager and Program Assistant.

Option #2. Select a qualified MVT Associate as the CM Project Manager and one for the Production Assistant. (15 PT MVT Staff Resumes – 2 Samples attached)

Option #3. Consider/Select new talent by having MVT facilitate a “Producers Casting Call” at MVT Studios (At MVT expense) to select from available professional candidates working in the industry today. City staff may assist in evaluation process.

**Staff Management**

In unison with the MVT Organizational Chart (Attached), the CM Program Manager will be responsible to the Director of Productions, [REDACTED], as well as the City's Communication Director. [REDACTED] will assure that any and all resources that need assigned to approved productions for the City are scheduled and assigned to either full time MVT staff, or part-time MVT staff, based on the technical or skill needs and the staffer's credentials. He will also provide guidance to technical tasks, equipment utilization, and cost efficiencies on all pre-production planning meetings. (James Roehrigs resume is attached)

**Key Positions**

Title / Name	Job Description/Comment	Estimated Hours
Costa Mesa Program Manager TBD	Refer to attached MVT job description sheet below. New Position	2080
Production Assistant TBD / Or Current MVT Staff	Refer to attached MVT job description sheet below. Existing position. MVT Staff / 15 PT Positions (Sampling Resumes Attached)	1040
[REDACTED]	Existing key staff position at MVT (Resume attached) (See Organization Chart)	400 As needed

Costa Mesa Program Manager – Job Description (2080)

*MVT Productions  
Santa Ana, California*

Job Description: **Costa Mesa Program Manager (New)**

**JOB OVERVIEW:**

Under MVT's Production Director's general supervision, the incumbent acting as manager will plan, organize, videotape, produce, and direct video programs for the City of Costa Mesa's municipal access channel. You will develop and produce assorted training programs as requested; you will supervise video production staff as assigned by MVT; you will interface with the City's cable television provider relevant to coordinating public access programming; and perform related City defined duties as defined by the scope of work contained within the City of Costa Mesa Professional Services Agreement.

The incumbent may write brief scripts, may tape and edit video programs in a variety of lengths and formats for cablecast on the Costa Mesa Municipal Access Channel as agreed. The position will coordinate programming with subject area specialist while utilizing appropriate audiovisual techniques. The employee is expected to supervise assigned MVT video production staff. This position is expected to monitor and maintain equipment, arrange public access programming, and monitor the technical quality of cable television programming provided under the City's existing contract with the cable provider. The incumbent must be an effective communicator.

**SAMPLE TASKS:**

- Advise, develop and produce videotape productions for City departments, events, City Council and commissions, including format design, writing of scripts and draft interview questions, perform finished editing, prepare storyboards, establishing audio levels, designing sets, perform some camera operations.
- Provide special event audio/visual set-up to other City departments and assist staff in the preparation of presentations, videos, microphone use, and other equipment/materials.
- Coordinate the production of televised video programs with cable company representatives, including public, education, and government programs.
- Maintain & monitor web streaming of Municipal Access channel, including maintenance of public meetings. Organize and maintain video library and digital archives of multiple formats, including the organization of public recorded meetings, show archives, and historical footage, and provide duplication services to the public. Develop a software library management file.

- Train, supervise and evaluate the work of MVT production support staff assigned.
- Prepare/Maintain working production schedules and request equipment and supplies.
- Maintain and adjust a variety of production equipment, including video cameras, tape machines, microphones, television monitors, character generators, modulators and other accessories.
- Recommend policies and procedures revisions for municipal cable access programs and write goals and objectives for City's public programming.
- Develop Operations Manual for City broadcast/production equipment. (Training Resource)
- Monitor cable television operational performance and report public complaints to Communications Director.
- Manage assigned video/cable related projects, and develop audio/video equipment specifications if needed.

In the event that a task assigned is not directly related to the City of Costa Mesa Agreement, incumbent must charge the hours worked to the appropriate client account number. (Deducted time from Costa Mesa invoices) (Sample Time Sheet Attached)

#### Production Assistant – Job Description (1040 Hrs)

#### Job Description: **Production Assistant (Part-time)**

##### **JOB OVERVIEW:**

Under MVT's Production Director's general supervision, the incumbent will assist the production manager/supervisor or assigned videographer in completing tasks associated with a specific program production. This can include: Camera operations, videotape recording, sound system operations, lighting, specific administrative tasks, equipment transport, equipment setup, set construction, and property control.

##### **SAMPLE TASKS:**

- Provide special event staffing for audio/visual set-up, preparation of presentations, videos, microphones, and other equipment/materials.

- Catalog video library footage. Transfer tape to digital files, and catalog. Provide duplication services as assigned.
- Operate a variety of production equipment, including video cameras, tape machines, microphones, television monitors, character generators, modulators and other accessories.
- Perform other ancillary duties as assigned

---

Thomas Klems, Consultant – Production Services / Administrative Elements

MVT Productions has engaged the services of TCK Production Services to assist with administrative elements of this RFP. The General Manager, Thomas Klems, will be working as required to facilitate administrative tasks associated with the elements of MVT Proposal not exceeding 300 hours. Thomas has worked over 30 years in government program and management positions, as well as producing government video productions. (MVT Expenditure) (Resume attached)

---

### **Qualifications**

MVT has been in business in Orange County for over 25 years. MVT is conveniently located less than 5 miles from the City's Civic Center in the neighboring City of Santa Ana. Our professional staff, fully equipped production studio, our A/V professional grade production and special event equipment inventory, and our dedication to production have served our clients well. A Client Reference/Contact list is provided below for your review.

MVT's product line features four state of the art digital broadcast editing systems, utilizing the latest in post production software for industry leading developers like: Apple's Final Cut Studio, Adobe's creative collection, and Autodesk. Our broadcast ready edit bays also include AJA Kona cards, which allow us to capture any type of source material and delivery masters in the highest possible quality whether its standard definition (SD) or high definition (HD). Currently, the City uses standard definition format which we can provide.

Our 1600 square foot studio has two shooting surfaces; first, we have our set surface, and this can be easily changed between one of our pre-built inventoried sets; or a custom built set design by our in-house set designers and builders can be manufactured in a timely manner. As for the other side, we have a traditional two wall CYC or Cove 20x40 section, which is painted Chromakey green, it's large enough to shoot head to toe with multiple talent and props. Our studio is equipped with overhead lighting grids, backdrops and props, as well as extensive sound recording equipment, light controllers and video mixers all nested in our adjoining production control booth.

MVT's core staff (Resumes attached) have an aggregate of over 60 years professional experience in the video production business. Their diversity, expertise, training, and experiences provide MVT clients with a holistic cadre of production resources. MVT engages our clients from the beginning point of productions through pre-production meetings, which clarify the goals of the production, the talent required, the technical support needed, storyboarding and scripting resources, leading to projected costs for the programs. This provides a much-needed vision of what the visual communication consists of in design. Then, editors, scriptwriters, production supervisors, event planners, technical staff, and creative concept producers all work together to achieve our clients communication goals. MVT provides the client with the benefits of having all these resources and talent located in one convenient location. This combined effort aids our clients in producing cost efficient programs, which meets their financial needs. MVT will provide ready access to production resources the City currently lacks. Samples of MVT's recent productions can be found posted on our website: [mvtpro.com](http://mvtpro.com).

As you will see in contacting the companies and organizations listed below, they will solidify the fact that MVT Productions produces quality work at affordable prices.

### **MVT Productions Client List**

Companies listed below may be contacted as references for projects performed by MVT.

The Norris Group

[REDACTED]

Project: "I SURVIVED REAL ESTATE" - Annual Susan B. Komen Walk for the Cure / black tie fundraiser. Broadcast Live from the Nixon Library.

Date: October 2011

[REDACTED]

Project: Annual Marketing Convention – provided event planning, management, staging, and A/V services for event.

Date: August 2011

John Drebinger Presentations

[REDACTED]

design, demo reels, and video production services.

Date: January 2011

F9 Group, Inc

[REDACTED]

Project: Video editing and multimedia production of infomercials, Call Volume reports, and comparisons to improve infomercial ROI.

Date: July 2011

Amazon Herb Company

[REDACTED]

Project: Annual convention in Florida. Provided event planning, management and A/V services for event. Webcasting.

Date: August 2011

Niagara Bottling, LLC

[REDACTED]

Project: Marketing videos / training video for new High speed fill lines and job fair presentation videos, Video tape productions lines and edited video.

Date: November 2010

Rooster Foundation of Orange County

[REDACTED]

Project: Annual "Orange County Food and Wine Celebration" event planning, management, and A/V services, we build show assets such as PowerPoint and videos for the program.

Date: March 2011

Concordia University Irvine

Contact: [REDACTED]

Project: Annual GALA Banquet - provided video production and AV services for school gala fund raising event and auction. Produced marketing components.











**Fee Proposal Section**

In unison with the attached Appendix Section D, MVT offers the following fee proposal for services:

As indicated in the primary staffing demand for these defined services, MVT indicates the basic personnel costs billing rates:

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
[Redacted]	\$ 48.00	2080	\$ 99,840.00	\$ 60.00
[Redacted]	\$ 24.00	1040	\$ 24,960.00	\$ 30.00
	\$			\$

Total Estimated Annual Price Key Staff – Core Assignments	\$ 124,800.00
--	---------------

\*The full time (2080 Hours) CM Manager position’s rate of \$48.00 per hour includes the administrative overhead costs of MVT Productions. The CM Manager position would initially be paid at a rate of \$36.00 per hour, with the remaining \$12.00 (25%) applied to MVT’s overhead cost of operations. The CM Manager would be subject to performance bonuses as part of that overhead cost.

\*\* The part time (1040 Hours) Production Assistant (PA) position’s rate of \$24.00 per hour includes the administrative overhead cost of MVT Productions. The PA position would be paid at a rate of \$18.00 per hour with the remaining \$6.00 (25%) applied to MVT’s overhead cost of operations.

As indicated in the RFP, Ancillary Production Costs for services, additional specific staff, and studio facilities are indicated in Appendix D attachment – Ancillary Service Fees. These service fees are discounted as shown to the City of Costa Mesa and are valid for the first two years of the contract.

*MVT Productions  
3847 S. Main Street  
Santa Ana, CA 92707  
mvtpro.com*

**Disclosures Section**

MVT Productions, and its current staff, have not had any past or current business and/or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

## Appendix A



REQUEST FOR PROPOSAL  
*Video Production*  
VENDOR APPLICATION FORM

TYPE OF APPLICANT:       NEW    \_\_\_ CURRENT VENDOR

Legal Contractual Name of Corporation: Master Video Takes (MVT Productions)

Contact Person for Agreement: [REDACTED], Owner / General Manager

Corporate Mailing Address: 3847 S. Main Street

City, State and Zip Code: Santa Ana, CA. 92707

E-Mail Address: [REDACTED]

Phone: [REDACTED]

Fax: [REDACTED]

Contact Person for Proposals: [REDACTED]

Title: Director of Productions

E-Mail Address: ames@mvtpro.com

Business Telephone: (714) 424 - 9974 Business Fax: (714) 424 - 367-1941

Is your business: (check one)

NON PROFIT CORPORATION    \_\_\_ FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

**SOLE PROPRIETORSHIP**

PARTNERSHIP

UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
[REDACTED]	Owner / General Manager	[REDACTED]
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: 33-0278984

City of Costa Mesa Business License Number: Pending Application  
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

## Appendix B

PROFESSIONAL SERVICES AGREEMENT

MVT PRODUCTIONS

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this \_\_ day of \_\_\_\_, 2011 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and consultant, a California corporation (“Consultant”).

### WITNESSETH:

- A. WHEREAS, City proposes to have Consultant \_\_\_\_\_ as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows: ETC ...

---

MVT Productions agrees to the format and structured content of said City Professional Services Agreement.

\_\_\_\_\_  
George Ayrouth, General Manager/Owner

\_\_\_\_\_  
Date



# Appendix C

## EX PARTE COMMUNICATIONS CERTIFICATION

MVT Productions

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Video Production Services RFP at any time after \_\_\_\_\_, 2011.

\_\_\_\_\_

**OR**

I certify that Proposer or Proposer's representatives have communicated after \_\_\_\_\_, 2011 with a City Councilmember concerning the Video Production Services RFP. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_

MVT Productions – Service Fees  
Effective October 2011

Description	List Price	Costa Mesa Special	Notes
-------------	------------	--------------------	-------

**Appendix D**

**PRICING PROPOSAL FORM  
VIDEO PRODUCTION**

**MVT Productions**

Provide hourly rates, along with estimated annual pricing in accordance with the City’s current requirements, as set forth in section 3 Scope of Work. Also provide your firm’s proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at [www.bls.gov](http://www.bls.gov).)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
CM Program Manager	\$ [REDACTED]	2080	\$ [REDACTED]	\$ [REDACTED]
Production Assistant	\$ [REDACTED]	1040	\$ [REDACTED]	\$ [REDACTED]
	\$			\$

Total Estimated Annual Price	\$ [REDACTED]
Key Requirements	

**MVT Productions – Service Fees**

Ancillary production costs can be determine by applying the specific fees for the services indicated. The pre-production planning meeting component of any ancillary production will reflect the specific resources required, hence indicating projected costs of any ancillary production. MVT Service Fee List below.

MVT Productions – Service Fees  
Effective October 2011

Description	List Price	Costa Mesa Special	Notes
<b>Pre-Production</b>			
Scriptwriting Services			Per Finished min
Pre-Production			Per Hour
<b>Production</b>			
Labor Cost			10 hr day
Producer			Per Day
Director			Per Day
Technical Director			Per Day
Audio Technician			Per Day
Camera Operator			Per Day
Grips and PA's			Per Day
Shooting On-Location			INCLUDES:
1-Man crew - per day			Operator, Camera, Tripod, Batteries, Wireless Microphone, Lowel Light Kit (3 Fixtures), Monitor.
1-Man crew - per ½ day			
2-Man crew - per day			
2-Man crew - per ½ day			
Shooting In-Studio			Labor Day = 8 hrs, over 8 hrs \$150 an Hr.
Studio with power - per day			
Studio with power - per ½ day			
Teleprompter & Operator			Labor ½ Day = 4 hrs, over 1 <sup>st</sup> Hr \$150, Over 5 hrs Day rate applies.
Extra Cameraman - day rate			Additional Camera to any package Crew rate plus camera rental
Extra Cameraman - ½ day rate			
Jimmy Jib – day			Rental and setup
Operator – day			
Operator – 1/2 day			
Jimmy Jib & Operator - day			Jib overtime \$250 Hr

MVT Productions – Service Fees  
Effective October 2011

Description	List Price	Costa Mesa Special	Notes
Jimmy Jib & Operator – ½ day			
<b>Post-Production</b>			
Video Editing			Hourly Rate, Min 1hr
Audio Editing			Hourly Rate, Min 1hr
Mastering			Hourly Rate, Min 1hr Plus tape
Voiceovers	Call		
2D & 3D Animation	Call		
Custom Artwork			Hourly Rate, Min 1hr
<b>Transfers</b>			
VHS to VHS (One Off)			Per Hour
DV to VHS (One Off)		\$	Per Hour
¾" to VHS (One Off)			Per Hour
LaserDisc to VHS (One Off)			Per Hour
Betacam SP to VHS (One Off)			Per Hour
VHS to DVD (Straight Play)			Per Hour
DV to DVD (Straight Play)			Per Hour
¾" to DVD (Straight Play)			Per Hour
LaserDisc to DVD (Straight Play)			Per Hour
Betacam SP to DVD (Straight Play)			Per Hour
VHS to Betacam SP			Per Hour + Tape
DV to Betacam SP			Per Hour + Tape
¾" to Betacam SP			Per Hour + Tape
LaserDisc to Betacam SP			Per Hour + Tape
Betacam SP to Betacam SP			Per Hour + Tape
Audio Cassette to Cassette			Per Hour
Audio Cassette to CD			Per Hour
Conversions VHS- NTSC, PAL			Per Hour + Transfer
<b>DVD Authoring</b>			
DVD – 1-30 minutes			Capture, Encode, Build,
DVD – 31-60 minutes			Capture, Encode, Build,

MVT Productions – Service Fees  
Effective October 2011

Description	List Price	Costa Mesa Special	Notes
DVD – 61-120 minutes			Capture, Encode, Build,
Menu Authoring			Per Menu
Chapter Makers			Per Maker
Custom Authoring & Artwork			Per Hour
<b>Tape Stock</b>			
VHS – 5 min			While supplies last
VHS – 10 min		0	While supplies last
VHS – 30 min			While supplies last
VHS – 60 min			
VHS – 120 mi			
miniDV – 63 min			
miniDV – 83 min			
DV – 124 min			
DV – 186 min			
DV – 276 min			
DVCAM – 32 min			
DVCAM – 40 min			
DVCAM – 64 min			
DVCAM – 94 min			
DVCAM – 124 min			
DVCAM – 184 min			
Betacam SP – 5 min			
Betacam SP – 10 min			
Betacam SP – 30 min			
Betacam SP – 60 min			
Betacam SP – 90 min			
Blank CD			
Blank DVD			
Paper Sleeves			
Jewel Case			
Slim Jewel Case			
DVD Case			
Square Poly			
Ink			
<b>CD-R Duplication</b>			
1 – 5			CD, Color Inkjet Printing, Paper Sleeve
6 – 20			
21 – 50			
51 – 100			

MVT Productions – Service Fees  
Effective October 2011

Description	List Price	Costa Mesa Special	Notes
101– 200			
201– 300			
301 – 500			
501 and up			
<b>DVD Duplication</b>			
1 – 5			DVD, Color Inkjet Printing, Paper Sleeve
6 – 10			
11 – 50			
51 – 100			
101– 200			
201– 300			
301 – 500			
501 and up			
<b>CD Replication</b>			
1,000			Glass Master, Stamping, 4 Color Printing, Film, Jewel Case, Tray Card 4/0, Insert 4/4, Over wrap.
2,000			
3,000			
5,000			
10,000			
20,000			
30,000			
100,000			
<b>DVD Replication – DVD-5</b>			
1,000			Glass Master, Stamping, 4 Color Printing, Film, DVD Case, Cover wrap 4/0, Over wrap.
2,000			
3,000			
5,000			
10,000			
20,000			
30,000			
100,000			
<b>DVD Replication – DVD-9</b>			
1,000			Glass Master, Stamping, 4 Color Printing, Film, DVD Case, Cover wrap 4/0, Over wrap.
2,000			
3,000			
5,000			
10,000			
20,000			
30,000			
100,000			
<b>Rental</b>			
<b>CAMERAS</b>			

MVT Productions – Service Fees  
Effective October 2011

Description	List Price	Costa Mesa Special	Notes
JVC HD250			Per Day
Sony HDR- x2000			Per Day
Sony Z1U			Per Day
Sony DSR 500			Per Day
Sony DSR 300			Per Day
JCV – KY-D29			Per Day
Ikegami Betacam			Per Day
Ikegami SVHS			Per Day
<b>CAMERAS ACC.</b>			
Rear Zoom – Focus Controllers			Per Day
Tripod			Per Day
CCU Cable			A Foot
JVC 300 CCUs			Per Day
JVC 250 CCUS			Per Day
26 pin to RGB			Per Day
JVC Studio Viewfinders			Per Day
LCD Viewfinders			Per Day
Doorway Dolly			Per Day
Track			Per Day
<b>Projectors</b>			
Sanyo Projector 5000			
Sanyo Projector 3000			
Projector Stands			
<b>Decks – VTR</b>			
2800 Betacam			
1800 Betacam			
DSR 1500 DVcam			
DSR 50 Deck			
MiniDV Deck - 1000			
DVD Recorder			
DVD Players			
VHS Player			
<b>Switchers</b>			
ForA Switcher VPS-300			
ScreenPro			
Extron Switcher			
Kramer Switcher			

MVT Productions – Service Fees  
Effective October 2011

Description	List Price	Costa Mesa Special	Notes
MX-50			
Scan Converter			
Rental			
<b>Audio</b>			
Wired Handheld Microphone			
Sennhesiser G2 100 Series Belt Packs			
Sennhesiser G2 100 Series Handhelds			
Sennhesiser 100 Series Countryman Headsets			
Lecirosonic Microphone			
A&H 16 Channel Mixer			
Mackie 14 Channel Mixer			
Mackie Speakers			
Mackie Subwoofer			
Speaker Stands			
Fender sound system LG			
Fender sound system SM			
Dual CD Player			
CD Player			
CD/Tape Combo			
Tape Player			
DAT Player			
CD Recorder			
Microphone Stands			
Audio DA			
<b>Communication Systems</b>			
Telex Base			
Telex Belt Packs			
Telex Single Muff			
Telex Dual Muff			
Rental			
<b>Monitors</b>			
JVC HD Monitor 15"			
JVC HD Monitor 21"			
LCD 17" Monitors			



MVT Productions – Service Fees  
Effective October 2011

Description	List Price	Costa Mesa Special	Notes
LCD 26" Monitors			
42" Plasma 8" monitors			
Quad monitors			
12" Monitors			
Plasma Stand			
Plasma Floor Stand			
<b>Pipe and Drape</b>			
Star Drape			
Uprights			
Cross bars			
Tech Drape kit – 4 stands, plates & 2 panels			
<b>SCREENS</b>			
8' Projection Screen w/ dress			
6' Projection Screen w/ dress			
9.5 x 12 Rear/Front Screen			
<b>MISC</b>			
RGB DA's			
BNC DA's			
VGA DA's			
VGA Cables			A Foot
XLR Cables			A Foot
Long ¼ Cables			A Foot
Wave / Form Vector Scope			
Canpus ADVC			
BNC Cables			A Foot
BNC bang Box			

## Appendix E

DISQUALIFICATION QUESTIONNAIRE

MVT PRODUCTIONS

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No X

If the answer is yes, explain the circumstances in the following space.

# COSTA MESA PRODUCTION ACTIVITY PLANNER

**PROJECT # CMPM 10-24**

**Week of:** OCTOBER 24th, 2011

**UPDATE:** 10-20-10

TOPIC	Monday	Tuesday	Wednesday	Thursday	Friday
DATE	24	25	26	27	28
<b>Production MTG</b>	9:30 AM MVT CR PRODUCTION TEAM	9:30 AM MVT STAFF		9:30 AM MVT CR PRODUCTION TEAM	
<b>FIELD RECORDING SESSION</b>					
<b>EDITING SESSIONS</b>					
<b>MILDSTONE EVENT</b>					
<b>TALENT MTG</b>					
<b>SCHEDULING MTG</b>	3:00 PM MVT STAFF CR				
<b>SCHEDULE CREW</b>					
<b>BROADCAST</b>					
<b>PROGRESS RPTS</b>					
<b>PAYROLL</b>					
<b>CITY SUBMITALS</b>					

Abbreviations: MTG - Meeting; CR – Conference Room; SE – Stage Equipment; EFP – Electronic Field Production, SS - Studio Shoot; MSR – Man on Street Recording; LE - Live Event; CC – Casting Call

**MVT Productions - Work Hours – Project # \_\_\_\_\_**

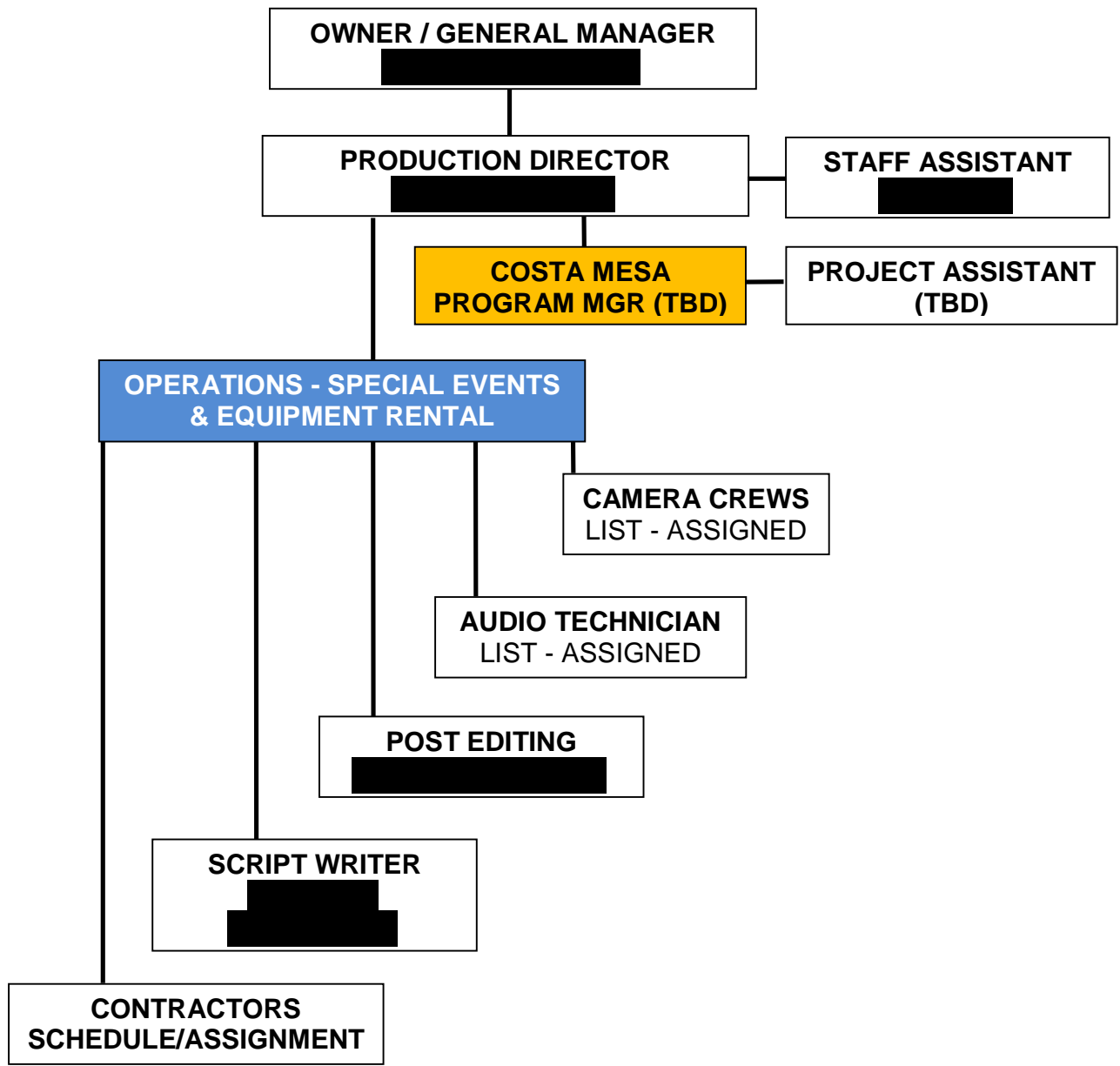
7-day Timecard - Week 1					
Company:					
Employee name			Employee Number		
Pay period starting			Pay period ending		
Friday			Friday		
Extra time		Regular Time			
1 <sup>st</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
2 <sup>nd</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
3 <sup>rd</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
4 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
5 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
6 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
7 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
<b>Total</b>		<b>Total</b>			
Notes					
Approver's name & Designation					
Employee's signature			Approver's signature		

7-day Timecard - Week 2					
Company:					
Employee name			Employee Number		
Pay period starting			Pay period ending		
Extra time		Regular Time			
8 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
9 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
10 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
11 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
12 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
13 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
14 <sup>th</sup> Day	AM	In			
		Out			
	PM	In			
		Out			
<b>Total</b>		<b>Total</b>			
Notes					
Approver's name & Designation					
Employee's signature			Approver's signature		

Biweekly Time Card



## ORGANIZATION CHART – COSTA MESA RFP



[REDACTED]

[REDACTED]

[REDACTED]

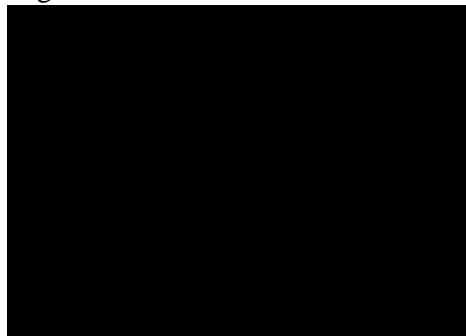
I have always been interesting in the entertainment industry, In high school I lead the technical team for the drama department at Millikan High School in Long Beach. In college I was the director for the weekly news and information program that air on the local cable network. While attending Long Beach City College I was also selected to be the student engineer in charge of the California Globe Classroom where 30 other students and I traveled to Singapore and Brunei to attend the APEC2000 conference where we interview economic leaders from around the world.

During my time in college I was involved with Charter Communications, where I not only work as a cameraman, editor and technical director, but I also produced and directed my own monthly 30 minute entertainment show which aired on the local programming channel.

Since starting with MVT Productions in 2001, I have work extensively as cameraman, editor, engineer, graphic artist, website designer, marketer, producer and director of many projects. I continue to push my skills and produce creative work that is of a quality I'm proud of.

In recent years, I have also been teaching DVD authoring at Santa Ana Community College where I can help others learn and succeed in this industry. I also donate my time ad the Director of Social Media for an online technology community forum focus on the Windows Home Server platform and connecting your home digitally.

Graduate Millikan High School, Long Beach  
Graduate Long Beach City College





## Objective

To live comfortable with a career in video postproduction that's my goal in life.

## Entertainment Experience

**MVT Productions, Santa Ana, CA**

**November 2009 – Present**

**Editor, MVT Productions**

- Infomercial and corporate video editor.
- Production crewmember, set designer.

**Comcast Entertainment Group, Los Angeles, CA**

**February 2009 – June 2009**

**Production Assistant, E3 2009 Live**

- Worked as a tape runner during a live broadcast with G4TV.
- Logged tapes for G4TV, during the world's largest video game convention.

**Intern, Attack of the Show**

- Captured videos from the Internet, and helped out different segment producers with their projects.
- Worked with the production assistants, and learned what it takes to put on a live television show.

**Titan Communications, Fullerton, CA**

**August 2008 – May 2009**

**Production Assistant, Titan TV**

- Worked doing many different things such as director, producer, editor, cameraman, and lab aid.
- Produced different shows for California State University, Fullerton.

**Newport Beach Film Festival, Newport Beach, CA**

**April 2009**

**First Assistant Director, CSUF Student Short Film**

- My short film titled *Quantum Jobless* was showcased during the Newport Beach Film Festival.
- My duties were to find locations to shot at, make sure we were on schedule, and also gave advice.

**California Baptist University, Riverside, CA**

**May 2008 – August 2008**

**Intern, Sandals Church**

- Produced weekly video announcements for California Baptist University.

**KRCC-TV, Riverside, CA**

**August 2001 - June 2005**

**Producer, Inland Valley News**

- Learned how to become a writer, producer, and editor.

## Other Experience

**Disneyland, Anaheim, CA**

**August 2008 – Present**

**Atmosphere and Performance Character**

- Doing meet and greets with the guest at Disneyland.

## Education

**California State University Fullerton**

**May 2009**

Graduated with Bachelor of Arts Degree in Radio-TV-Film.

## Skills

Proficient with Mac and PC; having had experience with such applications as Final Cut Pro 6, Live Type, Compressor, DVD Studio Pro, Microsoft Word, PowerPoint, Excel, Motion, iNews, and Avid, Outlook.

EMPLOYEE RESSUME FORM (Submit to MVT Manager)

CHECK STATUS: FT  PT

NAME: [REDACTED] ADDRESS: 2525 E. Marlana St, West Covina, CA 91792

PHONE: [REDACTED] EMAIL: [REDACTED] UPDATED: 08-16-10

DRIVERS LICENSE: [REDACTED] W-9 FORM: FILED  PENDING

**GOALS IN VIDEO PRODUCTION**

Working toward becoming a commercial film/television editor.

**KEY SKILLS**

**CAMERAS:** All makes of Sony, JVC Digitals - High Definition.

**EDITING:** Final Cut Pro System , After effects.

**STAGING:** N/A

**SET CONSTRUCTION:** N/A

**COMPUTER SYSTEMS:** MAC experience, all products.

**EDUCATION & TRAINING**

**VIDEOGRAPHY TRAINING (COURSES)**

Television production, Advance editing, motion graphics, New Directions in Media.

**HIGH SCHOOL**

Nogales High School. Graduate 2002

**COLLEGE**

Fullerton College - TV / Film Certificate 2008. Cal State Northridge - Multimedia Production Major

**VOLUNTEER PRODUCTION EXPERIENCE**

Working on student project documentaries at Cal State Northridge with Dr. Theresa White.

**SPECIAL RECOGNITIONS**

Most outstanding film student of 2007 - Fullerton College.

**PHOTO**





EMPLOYEE RESSUME FORM (Submit to MVT Manager)

CHECK STATUS: FT  PT

NAME: [REDACTED] (DBA) TCK PRODUCTION SERVICES ADDRESS: 3633 Garden Court, Chino Hills, CA 91709

PHONE: [REDACTED] EMAIL: [REDACTED] UPDATED: 08-08-10

DRIVERS LICENSE: [REDACTED] W-9 FORM: FILED  PENDING

#### GOALS IN VIDEO PRODUCTION

CONSULTING; Provide quality production assistance to MVT in administrative tasks, project planning, staffing, set construction, and camera/aquisition services. Managed Orange County Special Programs Unit: Video Production.

#### KEY SKILLS

**CAMERAS:** Sony Cameras; 900 /PD 150 . Ikegami broadcast HC 340 Series, JVC GY HD 250 Broadcast, JVC GY HD 250

**EDITING:** Sony editing systems.

**STAGING:** Backdrop design and construction. Computer design. Packing and transport.

**SET CONSTRUCTION:** Design and construction of back panels, stair cases, light systems.

**COMPUTER SYSTEMS:** All Microsoft programs: Powerpoint, Word, Excell, PDF'S, etc

#### EDUCATION & TRAINING

##### VIDEOGRAPHY TRAINING (COURSES)

Graduated from Chapman University 1987 with Community Producers Certification. Cablevision Certification. Instructed HBP Staff and Volunteers on video production elements. (Camera ops, script writing, storyboards, etc. Directed/Produced cable tv shows for OC Parks: "The Ocean Begins at our Front Door" - CLEO Award

##### HIGH SCHOOL

Monte Vista HS Graduate 1969, Whittier, CA.

##### COLLEGE

Rio Honda College AA Degree 1972; Cal State University LA - BS Degree Administration 1974; Cal Poly Techical University Technology Certification 1982.

##### VOLUNTEER PRODUCTION EXPERIENCE

St Paul the Apostle Church - Production of Annual "Harvest Festival 1989" Event; Produced Cable Show & Commercial. "Pioneer Woman" - produced for Chino Valley Unified School District - Student Projects.

#### SPECIAL RECOGNITIONS

CLEO Award - "The Ocean Begins at Our Front Door" 1986.

Orange County Board of Supervisors recognition for video production projects for OC.

"Park Ranger Reserves - Unit Operations"; O.C. H.B.P.

"Santa Ana Mainstem Project" "Building of the 7 Oaks Dam" O.C. Flood Control Dist.

## Proposal in Response to RFP

[REDACTED]  
3010 South Griset Place  
Santa Ana, CA 92704

[REDACTED]

Ladies and gentlemen in response to your RFP I have included some of my equipment in the following list. As a contractor I feel it is important to stay with leading edge equipment and to make sure my clients have an understanding of that equipment and how the product can be improved, made faster and more reliably.

Some of the questions and requirements of the RFP were very unclear to me. I have completely portable Green/Blue screen studio with the ability to easily handle 8 cameras, Digital Disk Recording equipment and a variety of video inputs as well as many methods of streaming live from remote locations and on the spot burning of a completed product.

You are receiving what I understand you are asking for in the initial RFP response. Included you will find a CDROM with this document and price list. You will also find two DVD's, samples of my work and work method.

I would like very much to do the video productions for Costa Mesa. I believe once Costa Mesa understands what new technology and skill level I am offering that Costa Mesa will want to do business with me.

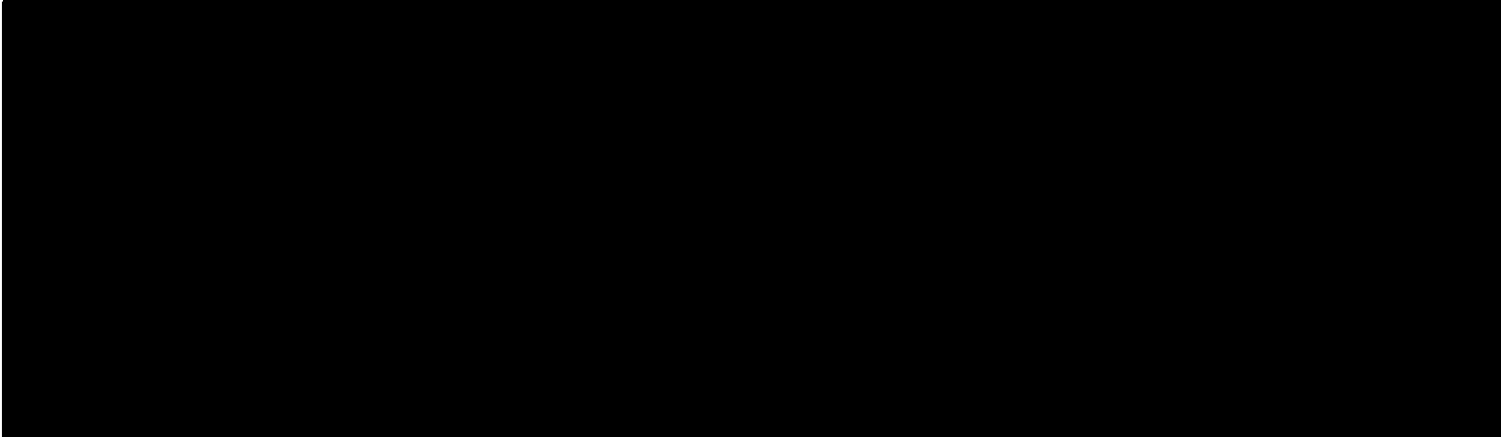
Please review the following equipment list and if you have any questions I will be happy to bring equipment and or other information for live demonstration at your facilities.

Sincerely

[REDACTED]

## Price Proposal Form

(also see included Price/Equipment List)



### Methodology

- 1). I believe what would be best for Costa Mesa is for me to contract with your existing staff for a transition period and if they wish to stay on and work for industry standard pay, I would make every effort to keep your existing staff. What I did for Buena Park was to purchase a Compix Graphics Generator so all the Agenda items as well as name tags (lower thirds) could be made well before show time. I did this off site and when arriving for council meetings we had time for the unexpected issues that always arise. What I would need from staff is the Agenda, speakers names with correct spelling and titles. Any last minute changes before the last minute.
- 2). I am a contractor, "the customer is always right". In the first days or weeks of startup is where the idea of hiring existing staff to maintain the current standard until such time as the Executive Director can be shown different options in presenting the shows.
- 3). This item is answered by item 2 with the additional comment of which equipment is best to use and most cost effective. Using my equipment to do some of the shows which does the edit at the time of the show removes all the hours of "live to tape" and then editing. This is a cost factor which would have to be decided per event.
- 4). What I have found in the past is having a microphone layout, camera layout, all manuals and if there have been any special modification or "tricks" to make a piece of equipment work.
- 5). Some of the innovative/creative approaches can be seen on the included DVD's.

## Appendix A



## REQUEST FOR PROPOSAL

*Video Production*

## VENDOR APPLICATION FORM

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

3010 S. GRISSET PL.

City, State and Zip Code: \_\_\_\_\_

Santa Ana CA 92704

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: *SAME*

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

## Appendix C

### EX PARTE COMMUNICATIONS CERTIFICATION

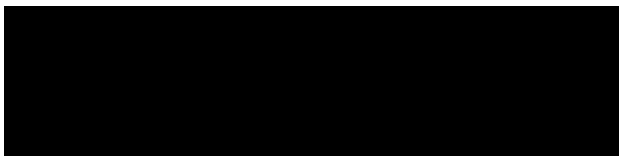
Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Video Production Services RFP at any time after \_\_\_\_\_, 2011.

\_\_\_\_\_

**OR**

I certify that Proposer or Proposer's representatives have communicated after 10/18/2011 2011 with a City Councilmember concerning the Video Production Services RFP. A copy of all such communications is attached to this form for public distribution.



## Appendix E

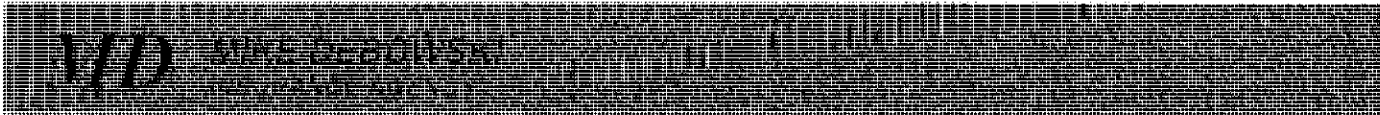
### DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No

If the answer is yes, explain the circumstances in the following space.



18837 Brookhurst St #201 Fountain Valley CA 92708 CA License 0699223



August 9, 2011

Following is a Package quotation:

For: 

**Company:** CNA, California Admitted Rated A by A.M. Best

**Location 1:** 3010 S Griset Place, Santa Ana CA 92704

	<b>Coverage</b>	<b>Deductible</b>
Building	Not Covered	\$1,000
<b>Business Personal Property Loc #1</b>	<b>\$70,000</b>	<b>\$1,000</b>
Accounts Receivable	\$25,000	None
Sewer & Drain Back-Up	Excluded	
EDP Equipment & Media	\$50,000	\$1,000
EDP Equipment & Media in Transit	\$25,000	\$1,000
Employee Dishonesty/Forgery	\$25,000	\$1,000
<b>Loss of Business Income</b>	<b>12 Months Actual Loss Sustained</b>	
Valuable Papers/Records	\$25,000	\$1,000
Identity Theft Recovery Services	\$25,000	\$250

**Perils:** Special Form including Theft

**Valuation:** Replacement Cost

**Exclusions:** Flood, Earthquake, Y2K Computer Related Losses, Pollution, Seepage, Sink Hole Collapse, Volcanic Action, Asbestos, Contamination, Fungus & as defined in the policy

<b>Coverage:</b>	Each Occurrence Limit	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Products-Completed Operations Aggregate	\$2,000,000
	Liability General Aggregate Limit	\$2,000,000
	Damage to Premises Rented to You	\$300,000
	Medical Expense	\$10,000
	Employments Practices Fiduciary Liability	\$10,000
	Non Contractors Blanket Additional Insured's	Included

**Exclusions:** Punitive Damages, Asbestos, Lead Based Paint, Employment Related Practices Limited, Known or Unknown Prior Damage, Y2K Computer Related Losses, Total Pollution, Assault and/or Battery, Professional Liability, Cross Suits, Independent Contractors, Engineers Professional Liability and as defined in the policy

**Conditions:** Signed quote and deposit premium required to Bind Coverage

# **EVALUATION DOCUMENTS**



## **ATTENTIVE LISTENING SKILLS**

- Be motivated to listen
- If you must speak, ask questions.
- Be alert to nonverbal cues.
- Let them tell the story.
- Do not interrupt when they are speaking.
- Fight off distractions.
- Do not trust your memory. (We will have a recorder at these interviews)
- Listen with a goal in mind. (I.e. how well will I work with these people.)
- Look at them in the eye.
- React to the message, not the person.
- Don't get angry.
- Remember, it is impossible to listen and speak at the same time. Poor listeners tend to concentrate on what they have to say rather than on what their counterpart is saying, and they use their listening time preparing for their next turn to speak.
- Listening is not a passive role for this acquisition.

# Negotiation Team Checklist for Contract Discussions for Video Production

Contract Terms and Conditions	What Should Be Included In the Final Contract?	Ideas for Negotiating
Software Licensing	<ol style="list-style-type: none"> <li>1. A description, including the version number and release date, of all prime and third-party software being purchased.</li> <li>2. Detail of the ownership rights to the source code and object code-including all enhancements and modifications to the software-as well as technical and functional documentations</li> <li>3. Stated limitations on who has the right to use the software.</li> <li>4. Terms for outsourcing of support services for the software.</li> </ol>	<ol style="list-style-type: none"> <li>1. Considering placing the source code in escrow.</li> <li>2. Ensure that all rights of usage apply to the third-party products as well as the base software.</li> <li>3. Obtain recent versions of the functional, technical, and end-user documentation</li> <li>4. Include a copy of the original RFP as exhibits to the contract.</li> <li>5. Outsourcing protection clause.</li> </ol>
Scope of Services	<ol style="list-style-type: none"> <li>1. A comprehensive description of the scope of the contract and services that will be provided during implementation.</li> <li>2. The process for adjusting the scope of services.</li> </ol>	<ol style="list-style-type: none"> <li>1. Construct language in the contract that details the scope of services for the services. Make reference to the original RFP and SOW.</li> <li>2. Develop a clear change control process that details the procedures for amending or modifying the scope.</li> </ol>
Pricing Metrics	<ol style="list-style-type: none"> <li>1. The pricing/licensing metric used to determine the cost of the services.</li> <li>2. The user pricing formula</li> <li>3. Price protection for each unplanned service hour.</li> <li>4. The fixed hourly rate and total cost of the implementation services.</li> </ol>	<ol style="list-style-type: none"> <li>1. Negotiate terms that make the most long-term economical sense for the city</li> <li>2. Watch for hourly rate increases for services that are outside of the current scope of the contract. Negotiate a cap on the hourly rate for such services.</li> <li>3. Request hourly rates and total cost for each of the services being provided by the vendor, including the training, change management, process re-engineering, data conversion, and interface development.</li> </ol>
Payment Schedule	<ol style="list-style-type: none"> <li>1. Terms and conditions for release of payment to the vendor for the software.</li> <li>2. Terms and conditions for release of payment to the vendor for each of the implementation services.</li> <li>3. The method that the vendor will use to track and report receivables.</li> <li>4. The predetermined time frame for payment to the vendor.</li> <li>5. The procedures for resolving disputes over invoiced amounts.</li> </ol>	<ol style="list-style-type: none"> <li>1. Avoid paying on standard invoicing terms. Develop a results-based agreement in which you only paid when a product or service is accepted.</li> <li>2. No large deposits for implementation services. Clearly link the project timeline to the payment schedule and tie all payments to acceptance of a specific deliverable or major milestone.</li> <li>3. Define the time frame for paying the vendor once a deliverable is accepted. 30 days.</li> <li>4. Develop performance incentives and penalties that are manageable and meaningful.</li> <li>5. Negotiate a holdback of payment for each milestone.</li> <li>6. Release the final milestone payment, including holdbacks, after the full system, as described in the SOW, has been delivered, installed, tested and accepted.</li> </ol>



# Negotiation Team Checklist for Contract Discussions for Video Production

Contract Terms and Conditions	What Should Be Included In the Final Contract?	Ideas for Negotiating
Procedures and Qualifications for Acceptance of the System	<ol style="list-style-type: none"> <li>1. The definition of acceptance of each project milestone.</li> <li>2. The procedures for accepting each deliverable.</li> <li>3. Clearly defined responsibilities for acceptance.</li> <li>4. The process for resolving issues that prevent acceptance.</li> </ol>	<ol style="list-style-type: none"> <li>1. Specify acceptance test criteria for all major deliverables including the installation of the off-the-shelf-software, customized training documentation, interface development, data conversion, and the final system.</li> <li>2. Use the SOW as a basis for developing the acceptance criteria.</li> <li>3. Final acceptance should relate to the successful operation of the entire system-including how it performs on the hardware.</li> <li>4. Define time frames for conducting acceptance tests that are reasonable. Allow ample time for your implementation team to fully test the system.</li> <li>5. Clearly define the process for correcting deficiencies and rerunning tests.</li> <li>6. Define deadlines, review procedures, and responsibilities for acceptance of each deliverable.</li> </ol>
System Warranty	<ol style="list-style-type: none"> <li>1. The start and end of the warranty period.</li> <li>2. The term and scope of the vendor's warranty obligation.</li> <li>3. The definition of acceptable performance of the system after it is implemented.</li> </ol>	<ol style="list-style-type: none"> <li>1. The warranty period should begin after full and final acceptance of the system.</li> <li>2. Include a provision that warrants that the software will work in an acceptable manner on the hardware that is being used to run the system.</li> <li>3. Negotiate a six to 12 month warranty period that not only covers the base software, but also all enhancements, modifications, and third-party applications.</li> <li>4. Ensure that all bug-fixes are available before the maintenance period begins and are licensed free of charge during the warranty period.</li> </ol>
Maintenance and Support	<ol style="list-style-type: none"> <li>1. The provisions of the maintenance agreement including bug-fixes and version upgrades/uploads.</li> <li>2. The term of the maintenance period.</li> <li>3. The response time within which the vendor must respond to a problem.</li> <li>4. The type of technical support received as part of the maintenance agreement.</li> <li>5. The acceptable uptime of the system</li> </ol>	<ol style="list-style-type: none"> <li>1. Define the types of support like telephone, on-line and on-site support.</li> <li>2. Ensure that all third-party software is supported by the agreement.</li> <li>3. Negotiate a service level agreement and escalation procedure for each type of support. Develop the SLAs based on critical and non-critical problems.</li> <li>4. Require the vendor to provide at least 18 months of support after the release of a new version of the software.</li> <li>5. Negotiate for the period to begin after the warranty expires.</li> <li>6. Negotiate a cap on all future maintenance fees. Use a standard index like CPI + 2%</li> </ol>



# Negotiation Team Checklist for Contract Discussions for Video Production

Contract Terms and Conditions	What Should Be Included In the Final Contract?	Ideas for Negotiating
Term and Termination	<ol style="list-style-type: none"> <li>1. The term of the contract and provisions for extending the time frame</li> <li>2. The circumstances under which vendor or we can terminate the agreement.</li> <li>3. The lead-time to terminate.</li> <li>4. The procedures for developing a transition plan.</li> <li>5. The responsibilities of each party should termination occur.</li> </ol>	<ol style="list-style-type: none"> <li>1. Develop clearly defined procedures for creating new work-orders or extending the contract beyond the originally agreed upon term.</li> <li>2. Maintain the flexibility to terminate, with or without cause, at any time during the project.</li> <li>3. Clearly define what constitutes cause such as violation of the warranty agreement or any other material breach of the contract.</li> <li>4. Construct terms that allow us to receive a portion of our investment back should the project end prematurely.</li> <li>5. Request delivery of all documentation developed up to the point of termination.</li> <li>6. Clearly define the length of the transition period.</li> <li>7. Ensure that all terms and conditions in the contract remain in effect during the transition period.</li> </ol>
Dispute Resolution	<ol style="list-style-type: none"> <li>1. The process for resolving disputes between the vendor and the City of Huntington Beach.</li> <li>2. The time frames and terms for raising issues.</li> </ol>	<ol style="list-style-type: none"> <li>1. Identify a process for resolving and elevating disputes that is reasonable, manageable, and efficient. Define the types of issues that should be resolved at the project management, senior management, and legal level.</li> <li>2. Provide the vendor with a structured forum for communicating and resolving issues.</li> </ol>
Liability and Remedies	<ol style="list-style-type: none"> <li>1. Limitations on liability including restrictions on punitive and consequential damages.</li> <li>2. Comprehensive remedies for material and non-material breaches of the contract terms and conditions.</li> </ol>	<ol style="list-style-type: none"> <li>1. Negotiate a limit on the vendor's liability that is reasonable and practical. Bond performance</li> <li>2. Litigation and financial remedies should not be the only form of recourse. Develop remedies that are enforceable and motivate the vendor to comply with the original contract terms.</li> </ol>





DEBRIEFING - < Vendor's Name >

Purpose – to discuss only your proposal, your scoring by the evaluation committee and the strengths and weaknesses of your proposal.

It is not a comparison of your proposal to any other proposal, a debate over the award decision or evaluation results, and not an opportunity for review of other proposals. (Public records request is done separately and must receive request in writing.)

Received six responses. All found to be administratively acceptable. Copies were provided to the members of the evaluation committee. The evaluation committee consisted of five (5) members, which were (list titles & departments of selected evaluators). After their individual evaluation of each of the responses, they met as a group to form their consensus scoring and to decide on the strengths and weaknesses as a group in the technical evaluation. The Financial proposal was evaluated in accordance with the requirements set forth in the RFP.

After all scoring was completed it was found that < vendor > ranked No. 2.

I have provided copies of the evaluation criteria which will show your scoring which was arrived at by the evaluation committee.

(Give vendor time to look over info)

(Ask if there are any questions about the evaluation.)

(Ask for recommendations for improving our process.)



# Evaluation Committee Agenda

**Team: Video Production**

**Process/Project:** Contracting City Services

**Date:** January 11, 2012

**Time:** 2:30

**Place:** Room 3B

	<b>Meeting Facilitator</b> [REDACTED]	
<b>Evaluators and Other Attendees:</b>		
[REDACTED]	Outside resource(s)	
[REDACTED]		
[REDACTED]		
[REDACTED]		[REDACTED]

<b>Time</b>	<b>Agenda Topics:</b>	<b>Person Providing Information:</b>
	<b>Review Action Items</b>	[REDACTED]
	<b>Topic 1:</b> References checks	[REDACTED]
	<b>Topic 2:</b> Dun & Bradstreet	[REDACTED]
	<b>Topic 3:</b> Evaluation Comments	[REDACTED]
	<b>Topic 4:</b> Evaluation Scores Discussion	[REDACTED]
	<b>Topic 5:</b> Team Scores	[REDACTED]
	<b>Topic 6:</b> Interviews – Where/When & Questions	[REDACTED]
	<b>Identify Items for Evaluation Committee</b>	Committee



# Evaluation Committee Agenda

**Team: Video Production**

**Process/Project:** Contracting City Services

**Date:** January 30, 2012

**Time:** 3:45PM

**Place:** Room 1A

<b>Meeting Facilitator:</b> [REDACTED]		
<b>Evaluators and Other Attendees:</b>		
[REDACTED]	Outside resource(s)	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

<b>Time</b>	<b>Agenda Topics:</b>	<b>Person Providing Information:</b>
	<b>Review Action Items</b>	[REDACTED]
	<b>Topic 1:</b> Proposal Scores	[REDACTED]
	<b>Topic 2:</b> Interviews	[REDACTED]
	<b>Topic 3:</b> Reference Checks	[REDACTED]
	<b>Topic 4:</b> D&B reports	[REDACTED]
	<b>Topic 5:</b> Interview/Team Scores	Committee
	<b>Topic 6:</b> Outsourcing Checklist	Committee
	<b>Topic 7:</b> Negotiation Checklist	Committee



# VIDEO PRODUCTION SERVICES

## EVALUATION COMMITTEE MEMBER STATEMENT

Request for Proposal:

Video Production.

You have been asked to participate in the evaluation of proposals that have been received as the result of the competitive solicitation referenced above. A proposal was received from each of the companies listed on the attached Inter-Departmental Communication dated November 28, 2011.

It is essential that the integrity of the evaluation process be maintained to insure that each Proposer is given fair and equal consideration. Your knowledge of and/or past or current association with particular firms and/or individuals must not influence your evaluation. The proposals and any subsequent respective clarifications and/or negotiations must stand alone, and you are required to be particularly objective and guard against any tendency to favor a particular firm or individual. (This does not mean that you are to ignore past or current experiences with a particular firm in which goods or services they supplied to the City were sub par.)

You are required to report to Purchasing, any actual or potential conflict of interest and the nature of the conflict. (You personally, or if your spouse or child has or had any association or interest with the business entity or any principal employee of the business entity.)

An additional consideration is the need to maintain confidentiality during the evaluation regarding the contents of the Proposers' responses, as well as the proceedings of the evaluation committee. Any inquiries regarding the evaluation of this particular solicitation must be directed to Purchasing.

You are asked to read and sign the following statement:

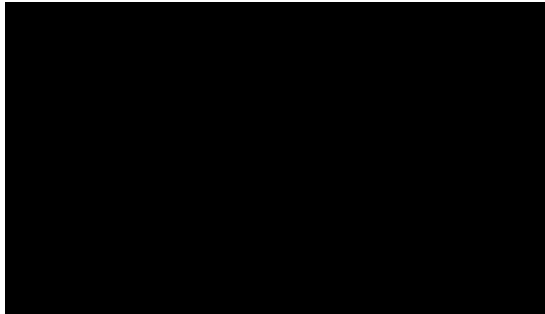
I have read, understand, and agree to the above, and I will adhere to the policies presented. I know of no conflict of interest on my part, nor have I accepted any gratuities or favors from Proposers, which would compromise my objectivity. I have no personal interest in seeing that a specific Proposer is awarded a contract. I shall keep all evaluation proceedings in strict confidence prior to contract award. I will do my best to base my recommendation for contract award solely upon the evaluation criteria in the solicitation and each Proposer's response.

Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Member Name \_\_\_\_\_

Please sign and return this form to  immediately upon receipt.

Best Regards,



# VIDEO PRODUCTION EVALUATION FORM

**PROPOSER:**

Scores are given from 0 - 5 points indicating:  
 0 - the criterion was not addressed at all  
 1 - unacceptable  
 3 - acceptable  
 5 - exceptional

WEIGHT	CRITERIA	SCORE
25	<p><b>Qualifications of Entity and Key Personnel:</b> Includes ability to provide the requested scope of services, the Proposer's Financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.</p>	
	Comments:	
10	<p><b>Approach to Providing the Requested Scope of Services:</b> Includes an understanding of the RFP and of the project's scope of services, knowledge's of applicable laws and regulations related to the scope of services.</p>	
	Comments:	
50	<p><b>Price Proposal:</b> Price Proposal will be evaluated on the bases of the Total Estimated Annual Price submitted in Appendix D.</p>	
	Comments:	
15	<p><b>Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.</b></p>	
	Comments:	





---

---

**CITY OF COSTA MESA  
FINANCE DEPARTMENT  
INTEROFFICE MEMORANDUM**

---

---



**TO:** EVALUATION COMMITTEE

**FROM:** [REDACTED] RFP FACILITATOR

**DATE:** NOVEMBER 28, 2011

**SUBJECT:** *EVALUATION OF VIDEO PRODUCTION*

You have been chosen for the evaluations of the following proposals:

- Master Video Takes (MVT Productions)
- Monarch Media and Design
- George Collins

Attached is an evaluation template you will be using for each proposal that will be distributed to you. For each criterion, enter the number in the score box based on the following scale:

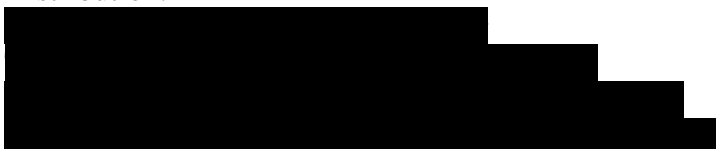
- 0 - (Zero) Criterion was not address at all.
- 1 - Unacceptable
- 2 - Below Average
- 3 - Average
- 4 - Above Average
- 5 - Exceptional

You should evaluate the proposal independently and each proposal is to be evaluated against RFP requirements. If you need further clarification, do not contact the proposer but e-mail your questions to me instead.

After your review, please forward your evaluation sheets to me not later than \_\_\_\_\_, so I can summarize your scores. I will then schedule a meeting so we can discuss the scores given to each proposal and develop a team score.

If you have any questions regarding this process, please call me at [REDACTED] or email me at [REDACTED]. Thank you for your participation and cooperation in this project.

Distribution:



# MONARCH MEDIA AND DESIGN

## VIDEO PRODUCTION SERVICES

### INTERVIEW EVALUATION

Scores are given from 0 - 5 points indicating:  
 0 - the criterion was not addressed at all  
 1 - unacceptable  
 3 - acceptable  
 5 - exceptional

Evaluation Criteria	Maximum
Score	

<b>Grasp of the project</b>	
Requirements including	15 Points
Identification of critical	
Elements and key issues.	
<b>Approach and</b>	
<b>Work plan</b> for the project,	
25 Points	
Including innovative	
Approaches	
<b>Qualification and experience</b>	
Of the Project manager, other	
25 Points	
Key individuals	
Communication skills of	
Personnel	
20 Points	
Quality of the overall	
Presentation	
15 Points	
Subtotal	

Response to key questions Points

Total

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Rated By: \_\_\_\_\_

# REFERENCE CHECKS

## Video Production References

	Monarch Media & Design		
	Vietnamese Youth Convention Charlie Nguyen	Grace Christian Youth Orchestra Jenny Chang, Assistant Director	Western Province of the Salesian Order Fr. Tim Ploch, Provincial
What type of work did they do for you?	Monarch Media & Design provided live video production, editing, and DVD production for our three-day conference. Their core responsibilities were to record events in the Main Arena at Cal State Long Beach and various classrooms. In the Main Arena they provided image magnification on two projector screens so that people sitting further from the stage could clearly see what was going on and feel involved. The project documentation shows we had multiple cameras, crane operated cameras, a control console, a downstream keyer, audio capture, video capture, and image magnification. They produced a commercial, overnight, in order for our organization to release a DVD presale of the event. They met all of those responsibilities. After the event, their team spent about 6 weeks editing 360 hours of footage. I conducted reviews of the draft edits and approved the final	Photographed and filmed Grace Christian Youth Orchestra's annual concert in June. All the post-production work (film editing, photo development, DVD cover design, etc.)	Victor and company accompanied us throughout the state of CA for the week of September 11-19, 2010, videographing and interviewing people. The occasion was the visit of the relics of St. John Bosco (in a large casket-like urn) to the Western Province.
Dollar amount	Monarch Media & Design services were donated in-kind. They are very involved with the Vietnamese Catholic Community and are very generous with their time and resources.		Not sure
How would you rate this consultant on total Cost?	5	5	5
On Timeliness?	5	5	5
On Problem Responsiveness?	5	5	5
On Quality of Service?	5	5	5
On Attitude of Personnel?	5	5	4
On Customer Service?	5	5	5
If you had to go out and bid today for a similar project, would you choose this firm again?	Yes. In fact, we are preparing for the Vietnamese Youth Convention IV to be held in August 2012 at Cal State Fullerton.	I would certainly choose this firm again. I have never worked with such hardworking, professional people. I could tell that the entire staff was passionate about the work that they do. Every person on the staff is highly skilled, professional, and courteous. I was so pleased with the experience that I am actually planning on working with the firm next year for another project	Yes
What are the strengths about this firm?	They are very professional, dedicated to their work, and knowledgeable about video production.	Extremely professional staff, Relevant and superb expertise, Top-notch equipment, Clean and neat work environment, Excellent communication, Flexibility. What I liked most about this firm was their devotion to making my vision come alive. If I had an idea or a suggestion, the staff made sure it happened. The firm worked within their expenses to make sure they accomplished everything I wanted. This is why I feel that the project turned out to be a huge success.	Competence and flexibility
What are the weaknesses of this firm?	None	None	None that ever became noticeable to me
Did they exceed their proposal cost?	No	No	No
If so, by how much?	NA	NA	NA
If applicable, do you feel the exceeded costs were justified?	NA	NA	NA



## Video Production References

	MVT Productions			
	John Drebinger Presentations Joh Drebinger	Amazon Herb Company Autumn Brown	Rooster Foundation of Orange County Randy Fine	The Norris Group Aaron Norris
What type of work did they do for you?	Video recording and production of an educational safety video. They handled everything from the filming to the final production and duplication. Also they have provided audio visual services for a three day seminar I do once a year. They supply the equipment and personnel to handle all technical aspects of the event. I am a professional speaker and with MVT Productions I have no worries as I step up to the stage.	All details associated with our Audio Visual needs for our Annual Summits for 10 plus years. Supply all on location needs and after event editing to materials.	Audio and visual work for the past 5 years. Our current event is the Orange County Food and Wine Celebration. MVT has been instrumental in providing excellent service.	Large events including lighting, video, sound, presentation, and staging set up and design. Web casts. Commercials. Live interactive specials. Mastering of products and duplication. Also has helped set up our in-house training room.
Dollar amount	\$10,000	\$70,000.00	\$5,000 - \$7,500 per event	Ranges from \$500 to \$30,000
How would you rate this consultant on total Cost?	5 Best price I have seen	5	5	5
On Timeliness?	5 – Always on time and ready with all necessary equipment and personnel.	5	5	5
On Problem Responsiveness?	5 I have had no problems with them however they have been able to adapt to situations where the venue we were using failed to deliver and MVT was able to overcome the situation and make everything work for me.	5	5	5
On Quality of Service?	5 Outstanding quality we have been using their services since 2001 and will not use anyone else. We will set our date for an event after we know they are available.	5	5	5
On Attitude of Personnel?	5 Everyone whom we have worked with have done a great job and are a pleasure to work with. They are very businesslike and professional.	5	5	5
On Customer Service?	5 They will give you suggestions and follow what you want to accomplish. They are very good at understanding what you want and can capture your vision for you.	5	5	5
If you had to go out and bid today for a similar project, would you choose this firm again?	Absolutely, as I have mentioned above their work is so professional and reasonably priced that I wouldn't consider using anyone else. While I do not live in your area I can tell you as a taxpayer that I wish all government agencies used companies as good as MVT. You will be getting more for your taxpayer's money by using them.	Yes, would not consider working with any other company	Yes...with no hesitation	Yes. We've been working with MVT for almost five years now. They do all our large events, product development, videos, and web casts. I like starting with MVT because he knows so many people and helps us envision things we hadn't thought about. Great resource.
What are the strengths about this firm?	Great people who are wonderful to work with. They are knowledgeable and bring a level of experience that will make your project a success.	Willingness to do whatever it takes to present a seamless show to our Associates, while keeping the price manageable to the company. The staff is remarkable and they all go above and beyond to make us happy.	Very knowledgeable and problem solvers	Timeliness. Price. Resources. Professionalism.
What are the weaknesses of this firm?	Our experience has been so good I am at a loss for what to write here.	Not willing to say no	Sometimes they have multiple events going which can make the personal pool thin...but not a huge deal.	Have not experienced anything that would cause concern.
Did they exceed their proposal cost?	No they have always been accurate.	No	No...came in at cost.	No. We're always very clear how much our budget is and he's always been clear on what we'll be paying.
If so, by how much?	NA	NA	NA	NA
If applicable, do you feel the exceeded costs were justified?	NA	NA	NA	NA



# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

---

FINANCE DEPARTMENT  
PURCHASING

DATE

(Reference Name)

The City of Costa Mesa is in the review and evaluation process from a Request for Proposal we have submitted for Video Production Services. \_\_\_\_\_ has put your company down for references. Please fill out the attached forms and fax back to my attention no later than December 22, 2011. My fax # is [REDACTED] or you can email me at [REDACTED]

Thank you in advance for your assistance. If you have any questions regarding the attached please feel free to contact me at [REDACTED].

Sincerely,

[REDACTED]  
RFP Facilitator  
[REDACTED]



**For Video Production Services  
City of Costa Mesa  
Questions of References**

1. What type of work did they do for you?

- Dollar amount (estimate)

2. How would you rate this consultant, on total cost?

- 1 – unacceptable
- 2
- 3 – acceptable
- 4
- 5 – exceptional

On Timeliness

- 1 – unacceptable
- 2
- 3 – acceptable
- 3
- 5 – exceptional

On Problem Responsiveness

- 1 – unacceptable
- 2
- 3 – acceptable
- 4
- 5 – exceptional

On Quality of Services

- 1 – unacceptable
- 2
- 3 – acceptable
- 4
- 5 – exceptional

On Attitude of Personnel

- 1 – unacceptable
- 2
- 3 – acceptable
- 4
- 5 – exceptional

On following the client guidance and vision

- 1 – unacceptable
- 2
- 3 – acceptable
- 4
- 5 – exceptional



# **PROPOSAL EVALUATION SCORES**



## Evaluation Comments

Rater	Master Video Takes	Monarch Media & Design	George Collins
1	Poor resumes with typos - experience OK		Did not submit sufficient information to review. Extremely poor proposal
1	Poor proposal. Difficult to determine what the City is getting with the proposal		Unresponsive no methodology or required forms submitted.
1			
1	Did not submit work product to review	Significant equipment inventory - Did not submit work product to review	
2	Has qualified staff & experience to handle scope of work indicated in RFP.	Small staff with limits. TV production experience. Financials are slim. Good references, but not within scope of work outlined in RFP	
2	Clear communication in their proposal they understand the latest regulations relevant to scope of work	Seem to have good understanding of working within the scope of government.	
2	Pricing & discounts to the city seem appropriate. Clear communication & transparency throughout their proposal of overhead cost, personnel costs & equipment costs.	Seemed to be very high for only 4 people doing the work. I feel the City would what more costs not careped in the proposal provided	
2	With their studio capability they can move the communications in the right direction.	MMD could have approached new ideas better. Mr. Chao ??? The show should not be an option & could componse quality of the production	

## Video Production

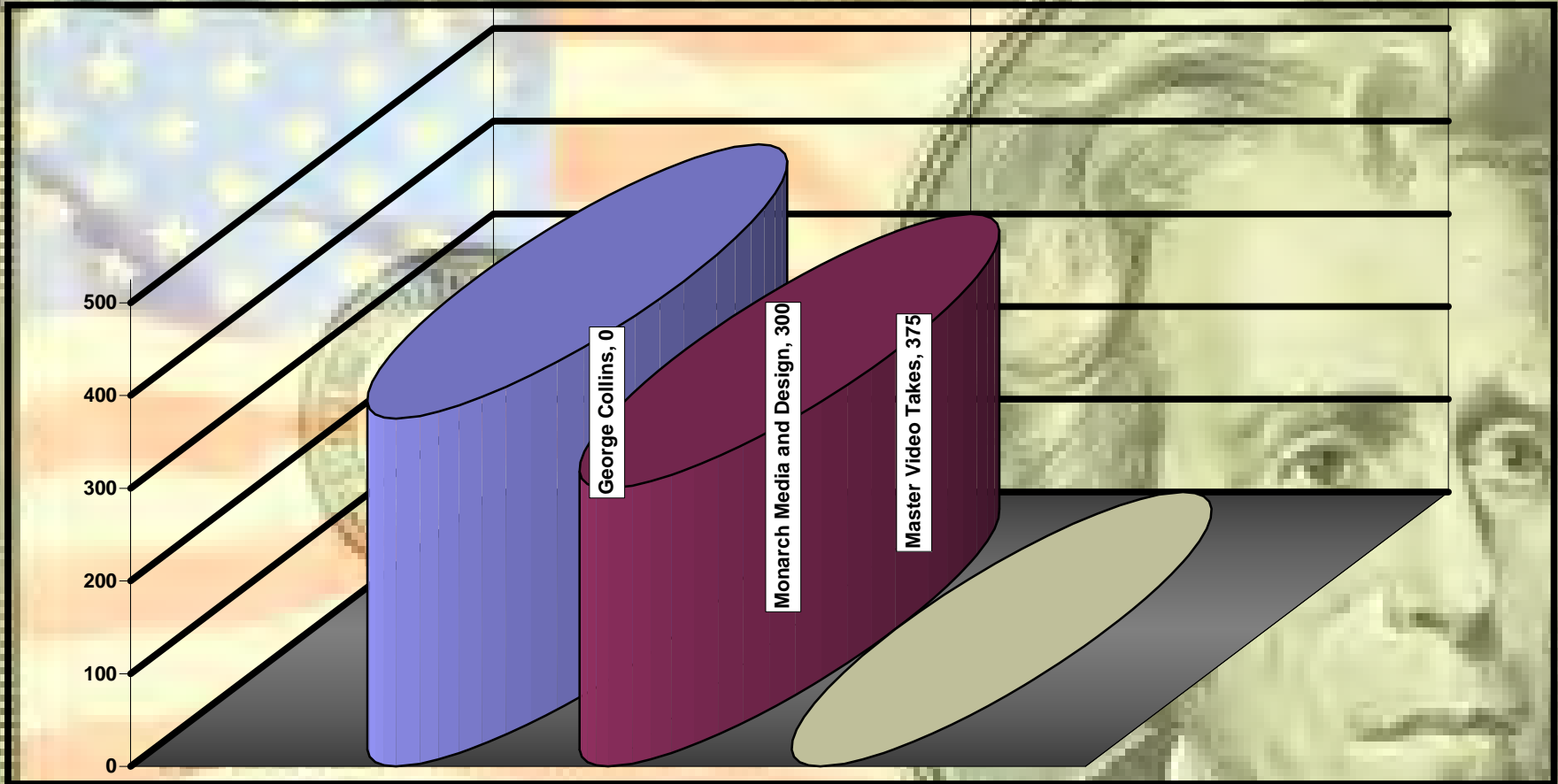
## Evaluation Comments

<b>2</b>	They understand special events & control of work flow. Their personnel pool is talented & well experienced. They understand deadlines & have the ability to provide quality video production & trust worthy content. Their location will also cost cuts & time. this is very convient to the City.	Their small staff is concerning. Base camp is a great web 2.0 tool but must be adapted by all parties invloved or it doesn't work their past work experience does not care news type production.	Does ot understand the scope of work. This is not the right choice for the city
<b>3</b>			
<b>4</b>			

## Video Production

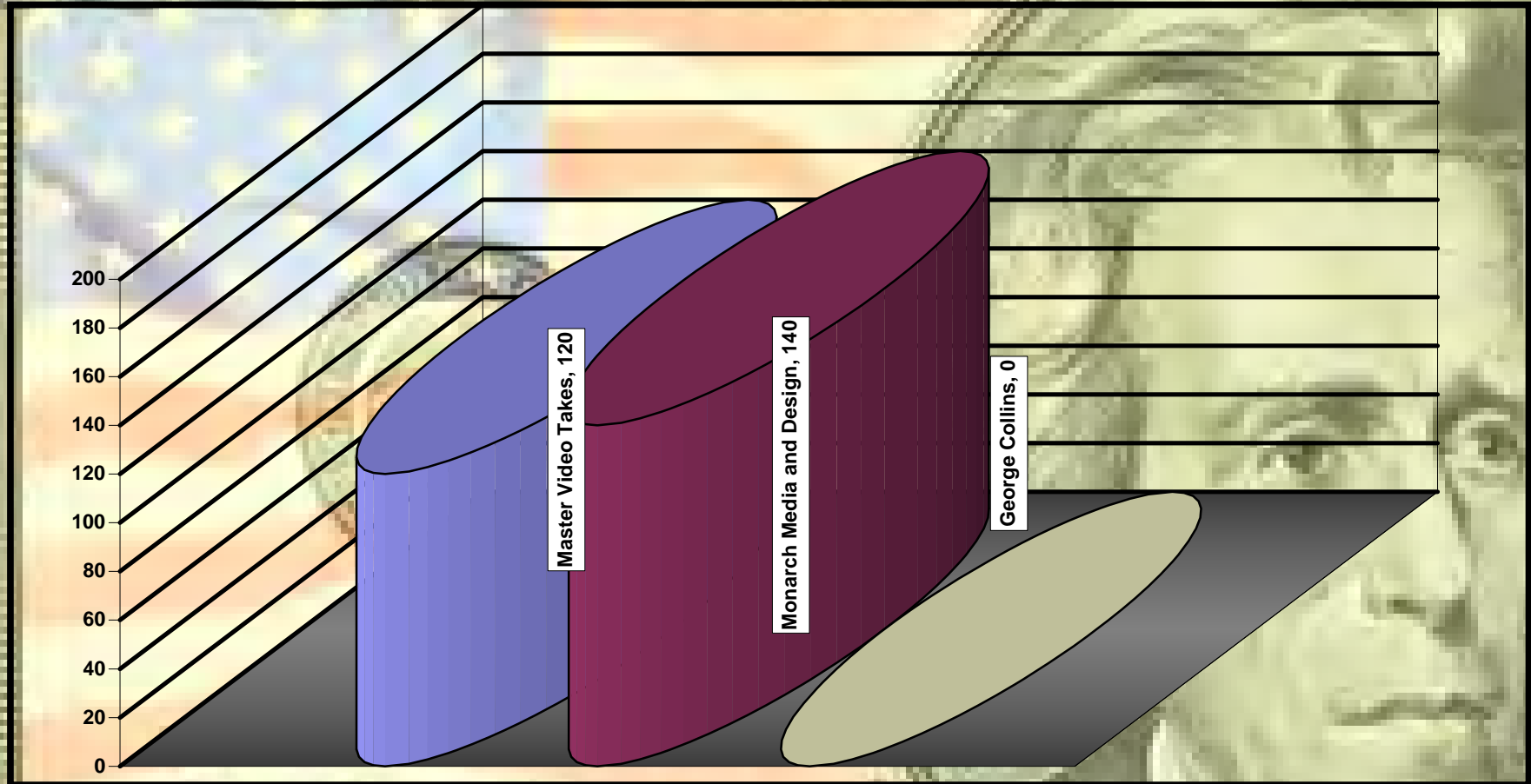


## Qualifications of Entity and Key Personnel



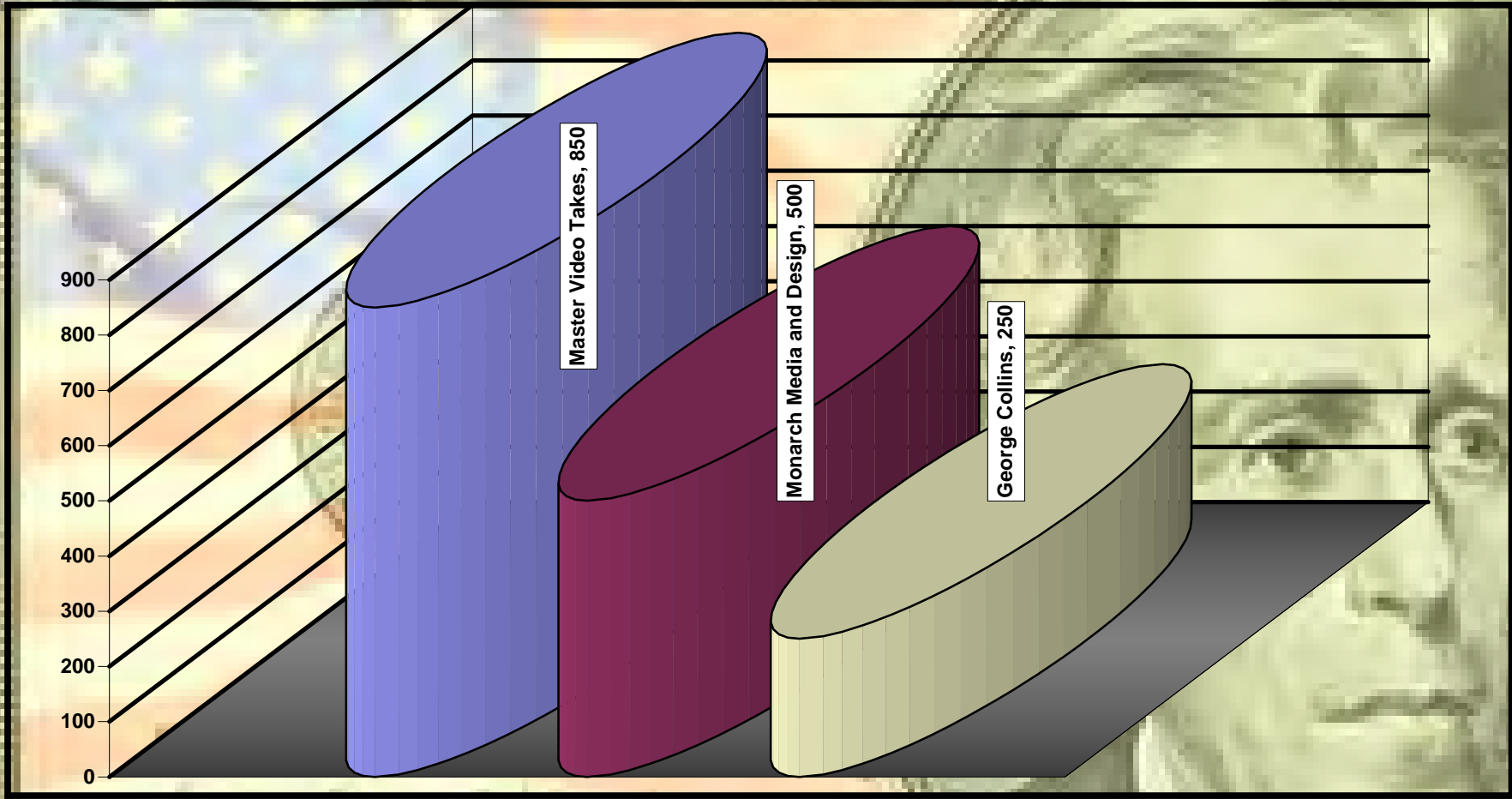
**VIDEO PRODUCTION**

## Approach to Providing the Requested Scope of Services



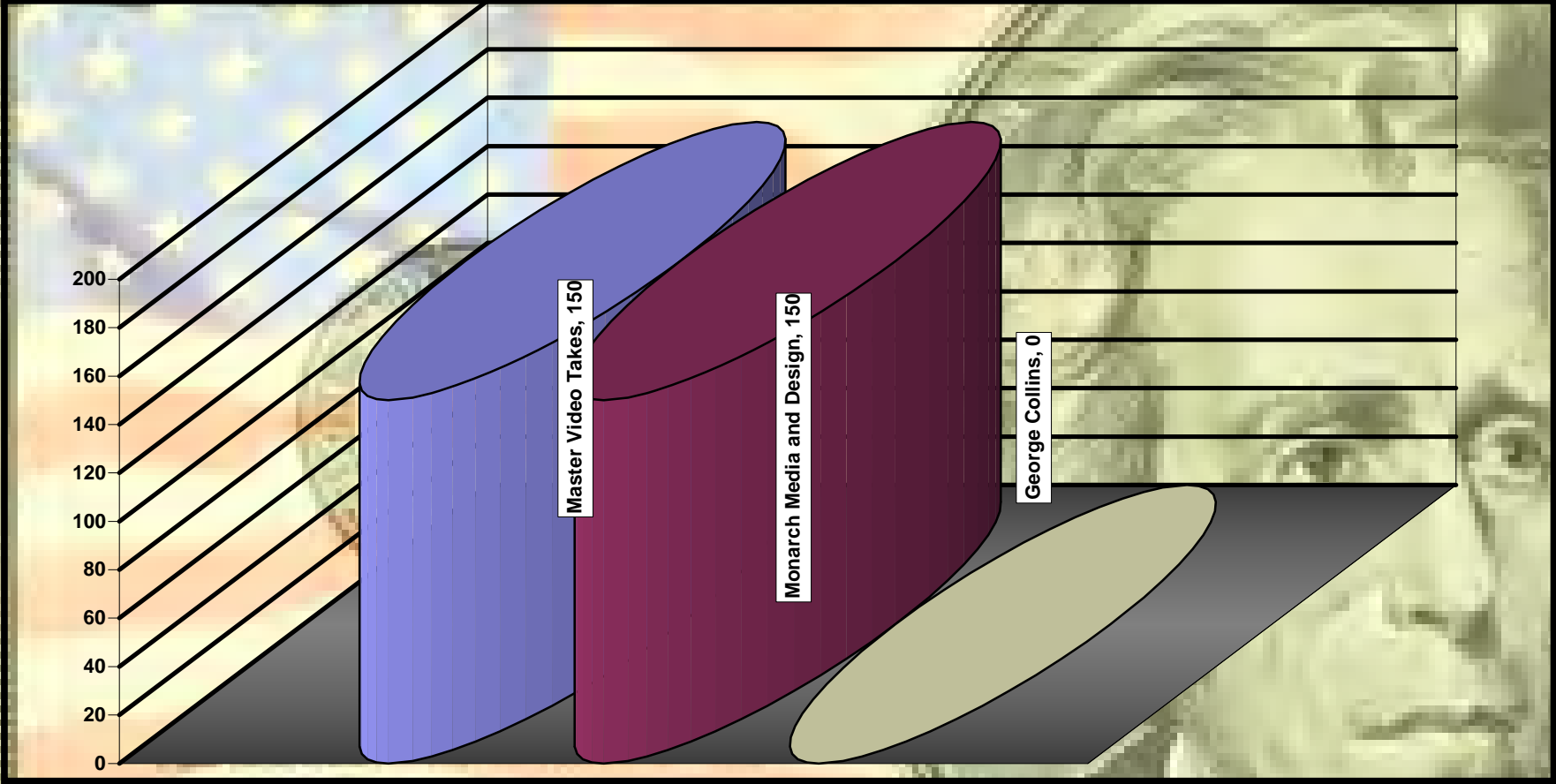
**VIDEO PRODUCTION**

# Price Proposal



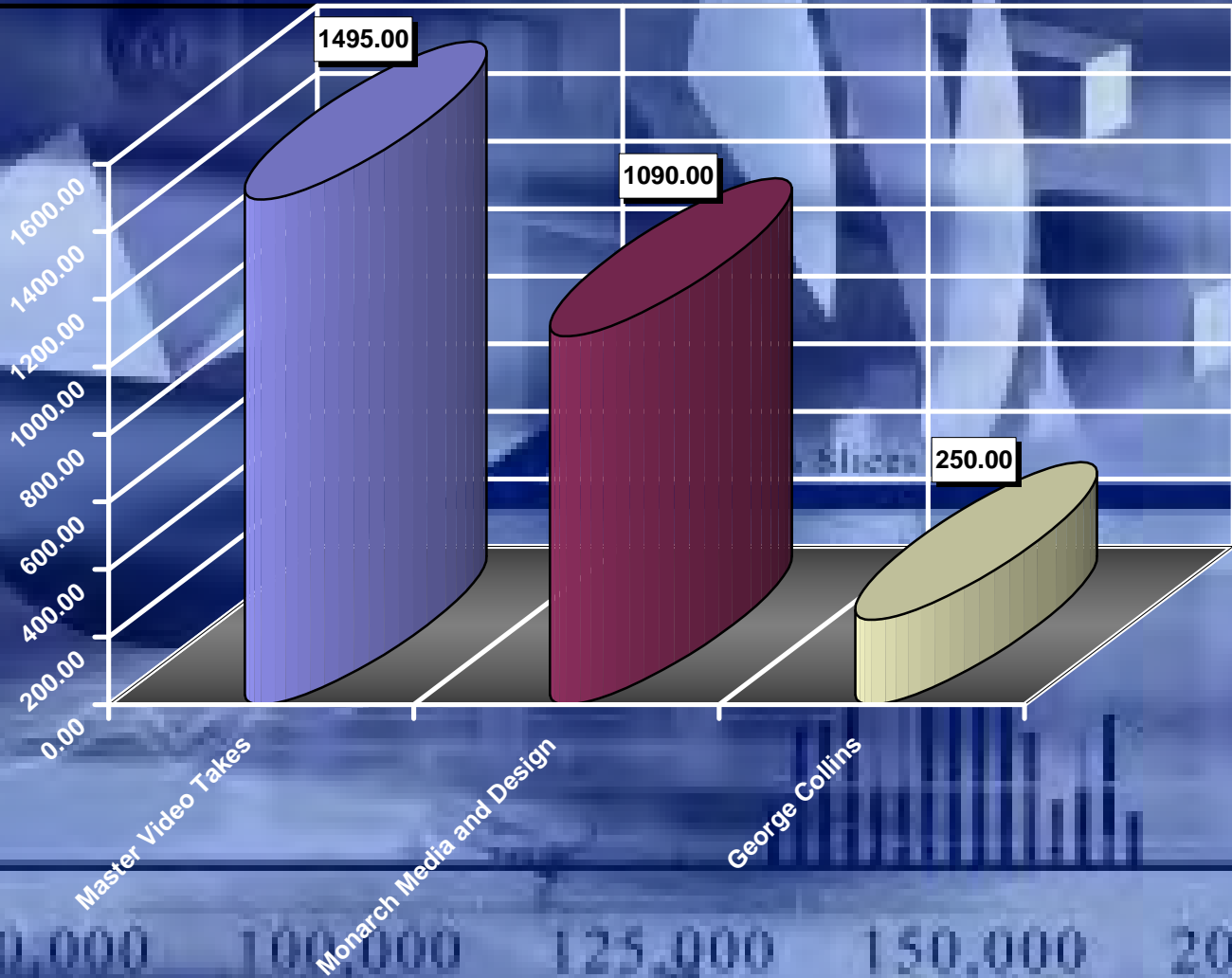
## VIDEO PRODUCTION

# Innovative and Creative Approaches



VIDEO PRODUCTION

# Proposal Totals

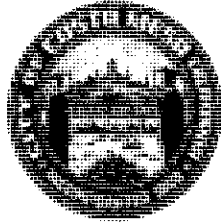


## VIDEO PRODUCTION

# **PROPOSERS INTERVIEW MATERIALS**

**Monarch Media & Design  
Video Production Services Presentation  
Monday, January 30, 2012  
3:00-3:45pm**

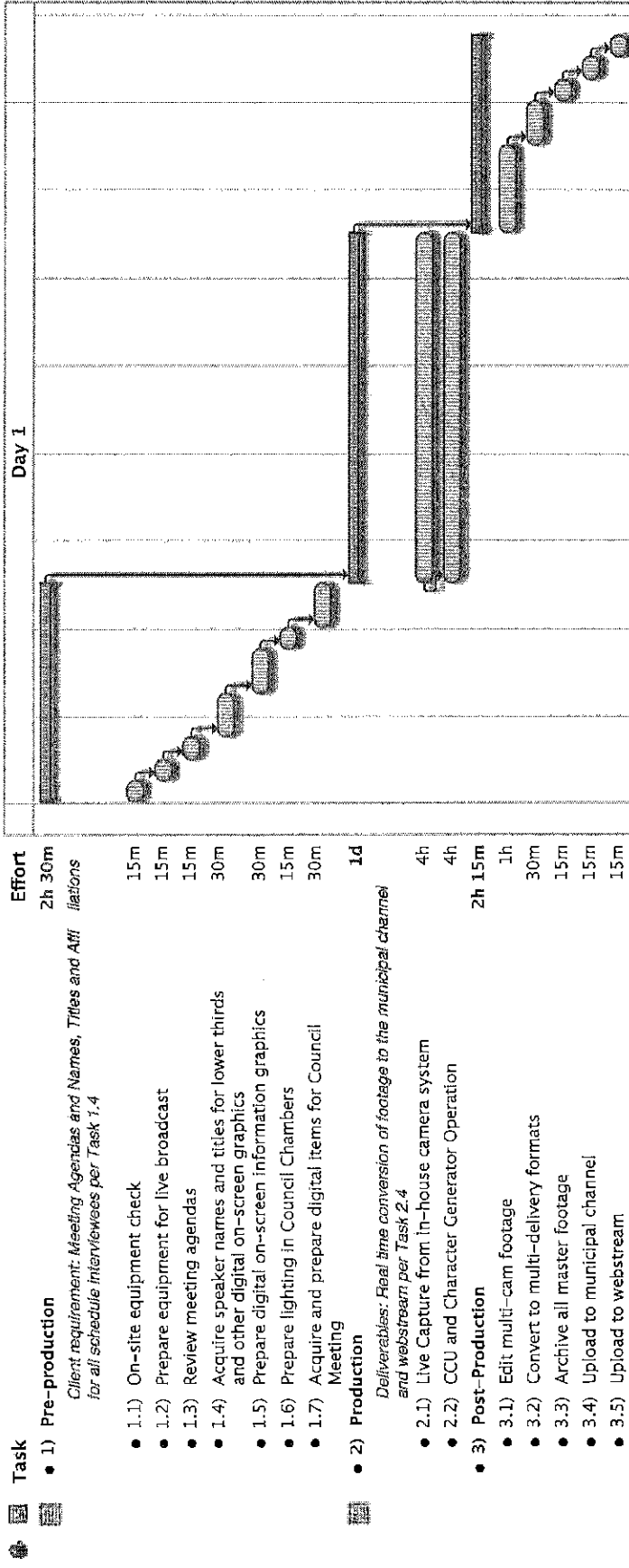
**A Production Partnership**



- I. Introduction to Monarch Media & Design
- II. Background of Costa Mesa & Identifying the Challenge
- III. Specific Technical Responsibilities & Our Approach
  - A. Production/Technical Tasks
  - B. Administrative Tasks (Handout 1)
  - C. Support Services
  - D. Web/Channel Coordination
  - E. Transition Plan (Handout 2)
- IV. Case Study
  - A. Vietnamese Youth Convention III (Handout 3)
    - 1. Challenges
    - 2. Resolution
- V. Cost Analysis
  - A. Cost savings (Handout 4)
  - B. Creative solutions to raise income
  - C. Emergency services
- VI. City Responsibilities (Handout 5)
- VII. Conclusion

# Handout 1

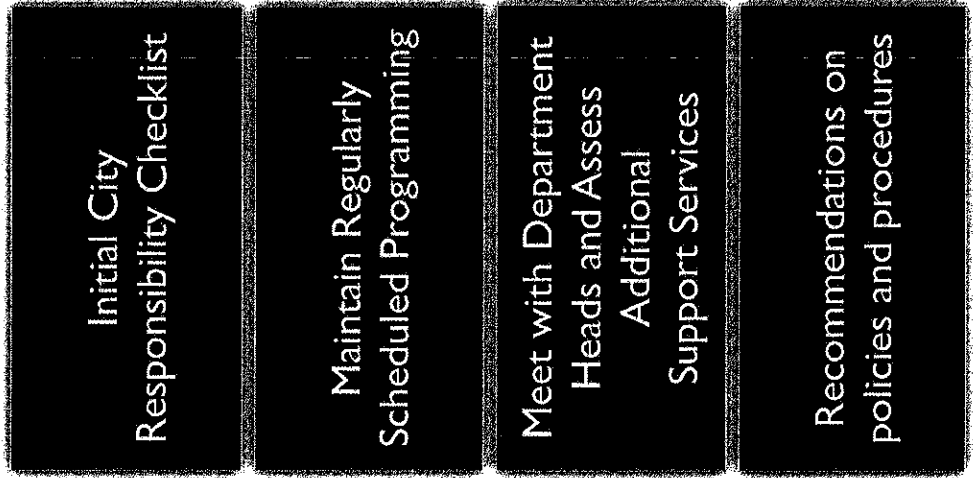




# Handout 2

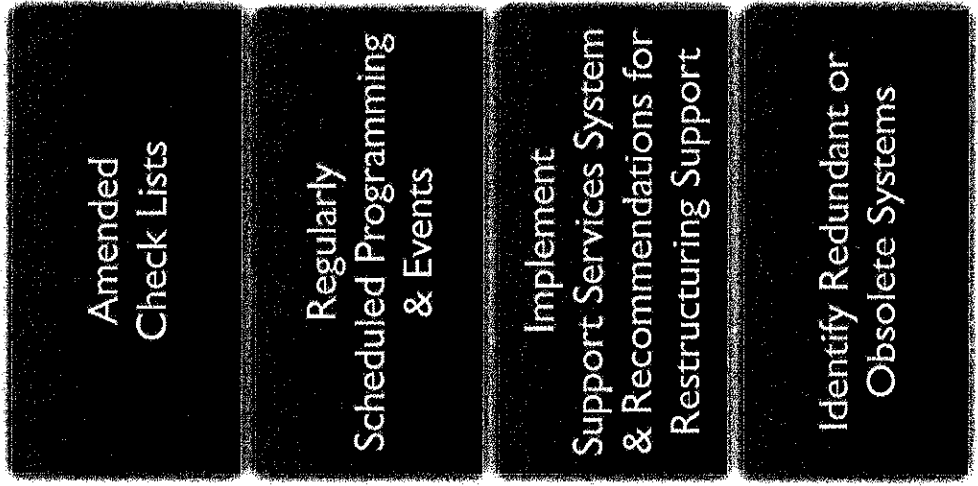
# Transition Plan

## Phase I (30-days)



CEO/Communications  
Objectives &  
Assignments

## Phase II



# Handout 3

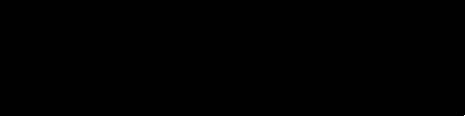
Revisions: 0.5 to 0.6 revised input list, added empty worksheet  
Revisions: 0.4 to 0.5 added LIGHTING SHOP ORDER  
Revisions: 0.3 to 0.4 added Production Companies  
Revisions: 0.2 to 0.3 added Rigging section that describes Ground Support for Flown Systems  
Revisions: 0.1 to 0.2 added Seating Chart, Bass Mic Cab

## **VENUE:**

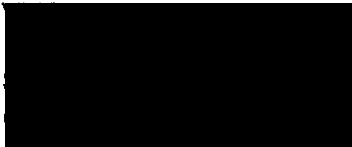
# **VIETNAMESE YOUTH CONVENTION III**

**Cal State Long Beach, Walter Pyramid**  
1250 Bellflower Blvd.  
Long Beach, CA 90840

## **Contact information:**



## **Process Billing:**



## **Duration 4 Days, July 2nd – July 5th.**

The equipment needs to be unloaded at 9:00 AM on July 2<sup>nd</sup>, 2009 at site.  
The equipment will be loaded by 5:00 PM on July 5<sup>th</sup>, 2009 at site.

## **TECHNICAL OBJECTIVES**

## **STAGING**

### **4 stage risers**

Stage will be 40FT long and 20FT wide.  
Drum riser will be 12FT x 6FT x 1 FT, located upstage-stage left  
Choir riser will have 3 levels, located upstage-stage right  
String Ensemble stage riser will be 12FT x 6FT x 8 **IN** stage left  
Piano/key workstation 6ft x 6ft x 8 **inches** stage right

- Sub snakes are required for zoning

## **RIGGING**

FOH Speakers and Lighting need to be flown  
Flown equipment must be ground supported using Genie tower or something comparable  
Almost 100 sheets of 3/4" Plywood underneath Genie Towers to protect gymnasium floors

# SOUND REINFORCEMENT

Sound reinforcement will be reinforcing four primary functions that range dynamically in the conference assembly hall:

- Worship music, concert style at 115db(A) headroom
- Mass services at 80db(A) and lower
- Speech Reinforcement at 70db(A) and lower
- Theatre arts, dance, and other entertainment 115db(A) headroom
- Pre-recorded music and video

**More details on the FOH in the following pages**

# LIGHTING (see Lighting Shop Order)

Lighting is segmented into two zones: STAGE and HOUSE

## STAGE

- Bright front wash with performer areas zoned: Stage Left, Center, Stage Right, Drums, Choir, String Ensemble
- Two Spotlights for Emcees,
- A variety of rear colors along with any intelligent lighting
  - For worship performance: Light Blues and Oranges
  - For entertainment night: variety

## HOUSE

House lighting is directional and provides a bright wash.

Must be dimmable

House also has directional lighting for an Altar (zoned area) located in the center of the room by Day 2 of the conference.

# VIDEO SYSTEM

- Five (5) – 9'x12' or larger screens for projection
  - Three will be combined for Center
  - One for House Left
  - One for House Right
- Five (5) 5000 ANSI lumen or better projectors
  - Rear-projection or truss mounted projection
- Video mixer for live feeds, 2 Laptop VGAs, and a DVD player
- We need to be able to run live feed with lyrics
- We need a qualified video technician familiar with the system that can work with the our video director for cues
- Camera work will be done in house, we just need switching.

We will be running software to present worship lyrics over live feeds. Proresenter ([www.renewedvision.com](http://www.renewedvision.com)).

# RECORDING

The venue will be recorded. We need to have access to raw mixes both audio and video.

The input list with preferred microphone/input, and alternate microphone preferences, what type of microphone stand, and notes are listed on the following page.

**TB = Tall boom**

**SB = Small boom**

**Round = Mic stand with Round Base**

**VYC3 INPUT LIST V. 0.1 (Amend version on every change)**

Ch	Input	Mic	Alt Mic	Stand	Notes
1.	Kick	Audix D6		SB	
2	Snare	Shure SM57		SB	
3	High Hat	Shure SM57		SB	
4	Rack Tom	Senn e604		SB	
5	Floor Tom	Senn e604		SB	
6	Overhead SR	Senn 421		TB Round	
7	Overhead SL	Senn 421		TB Round	
8	Bass Guitar	Countryman DI			Active DI
9	Bass Cab Mic	AKG D112		SB	
10	Electric 1 C	Senn e906		SB	
11	Electric 2 SR	Senn e906		SB	
12	Electric 3 SL	Senn e906		SB	
13	Acoustic Guitar 1	Countryman DI			Active DI
14	Acoustic Guitar 2	Countryman DI			Active DI
15	Acoustic Guitar 3	Countryman DI			Active DI
16	Keys 1 L	Radial DI			Active DI
17	Keys 1 R	Radial DI			Active DI
18	Keys 2 L	Radial DI			Active DI
19	Keys 3 R	Radial DI			Active DI
20	WL Vox 1	Beta 58/87		TB Round	Wireless
21	WL Vox 2	Beta 58/87		TB Round	Wireless
22	WL Vox 3	Beta 58/87		TB Round	Wireless
23	WL Vox 4	Beta 58/87		TB Round	Wireless
24	Violin	Radial DI			
25	Violin	Radial DI			
26	Viola	Radial DI			
27	Cello	Radial DI			
28					
29					
30					
31					
32					
33					
34	Choir L	Condenser		TB	
35	Choir C	Condenser		TB	
36	Choir R	Condenser		TB	
37	IPOD/House music	Passive DI			
38	Laptop audio	Passive DI			
39	Emcee 1 / Ambo	Beta 58		TB Round	Wireless
40	Emcee 2	Beta 58		TB Round	Wireless
41	LAV 1	Shure SLX			Wireless
42	LAV 2	Shure SLX			Wireless
43	LAV 3	Shure SLX			Wireless
44	LAV 4	Shure SLX			Wireless
45	LAV 5	Shure SLX			Wireless
46	LAV 6	Shure SLX			Wireless
47	LAV 7	Shure SLX			Wireless
48	LAV 8	Shure SLX			Wireless



### VYC3 INPUT LIST BASED ON INVENTORY

Ch	Input	Mic	Alt Mic	Stand	Notes
1.	Kick			SB	
2	Snare			SB	
3	High Hat			SB	
4	Rack Tom			SB	
5	Floor Tom			SB	
6	Overhead SR			TB Round	
7	Overhead SL			TB Round	
8	Bass Guitar				Active DI
9	Bass Cab Mic			SB	
10	Electric 1 C			SB	
11	Electric 2 SR			SB	
12	Electric 3 SL			SB	
13	Acoustic Guitar 1				Active DI
14	Acoustic Guitar 2				Active DI
15	Acoustic Guitar 3				Active DI
16	Keys 1 L				Active DI
17	Keys 1 R				Active DI
18	Keys 2 L				Active DI
19	Keys 3 R				Active DI
20	WL Vox 1	Beta 58/87		TB Round	Wireless
21	WL Vox 2	Beta 58/87		TB Round	Wireless
22	WL Vox 3	Beta 58/87		TB Round	Wireless
23	WL Vox 4	Beta 58/87		TB Round	Wireless
24	Violin				
25	Violin				
26	Viola				
27	Cello				
28					
29					
30	Choir L	Condenser		TB	
31	Choir C	Condenser		TB	
32	Choir R	Condenser		TB	
33	IPOD/House music	Passive DI			
34	Laptop audio	Passive DI			
35					
36					
37	Ambo Mic	Shure/Sennheiser		TB	
38	Altar Mic	LAV			
39	Emcee 1 / Ambo	Beta 58		TB Round	Wireless
40	Emcee 2	Beta 58		TB Round	Wireless
41	LAV 1	Shure/Countryman			Wireless
42	LAV 2	Shure/Countryman			Wireless
43	LAV 3	Shure/Countryman			Wireless
44	LAV 4	Shure/Countryman			Wireless
45	LAV 5	Shure/Countryman			Wireless
46	LAV 6	Shure/Countryman			Wireless
47	LAV 7	Shure/Countryman			Wireless
48	LAV 8	Shure/Countryman			Wireless

## FOH PROCESSING

- One (1) 31-band 1/3 Octave equalizer inserted on the mains
- 24-Channels of Comp (3) Three Presonus ACP-88s or DBX
- 24-Channels of Gates
- Four (4) Reverbs: TC Electronics, Lexicon, Yamaha SPX-1000
- House console should be of high quality: Midas Heritage 3000 or 4000, ATI Paragon, Digidesign Venue, Yamaha PM1D or PM5D
- Qualified Sound Technician to run FOH System.

## FOH SPEAKER

A speaker system capable of delivering 115db(A) to all area of the Pyramid 20Hz – 20,000Hz without distortion is required. This is a flown system either by trussing or other means. Particular attention to side and extreme front seating necessary. **Subwoofers are a must.**

We are looking for a:

- Line Array system
- Multiple Dual 18 Subs
- Brands such as EAW, Meyer, JBL, Electro-voice, QSC

## MONITOR SYSTEM

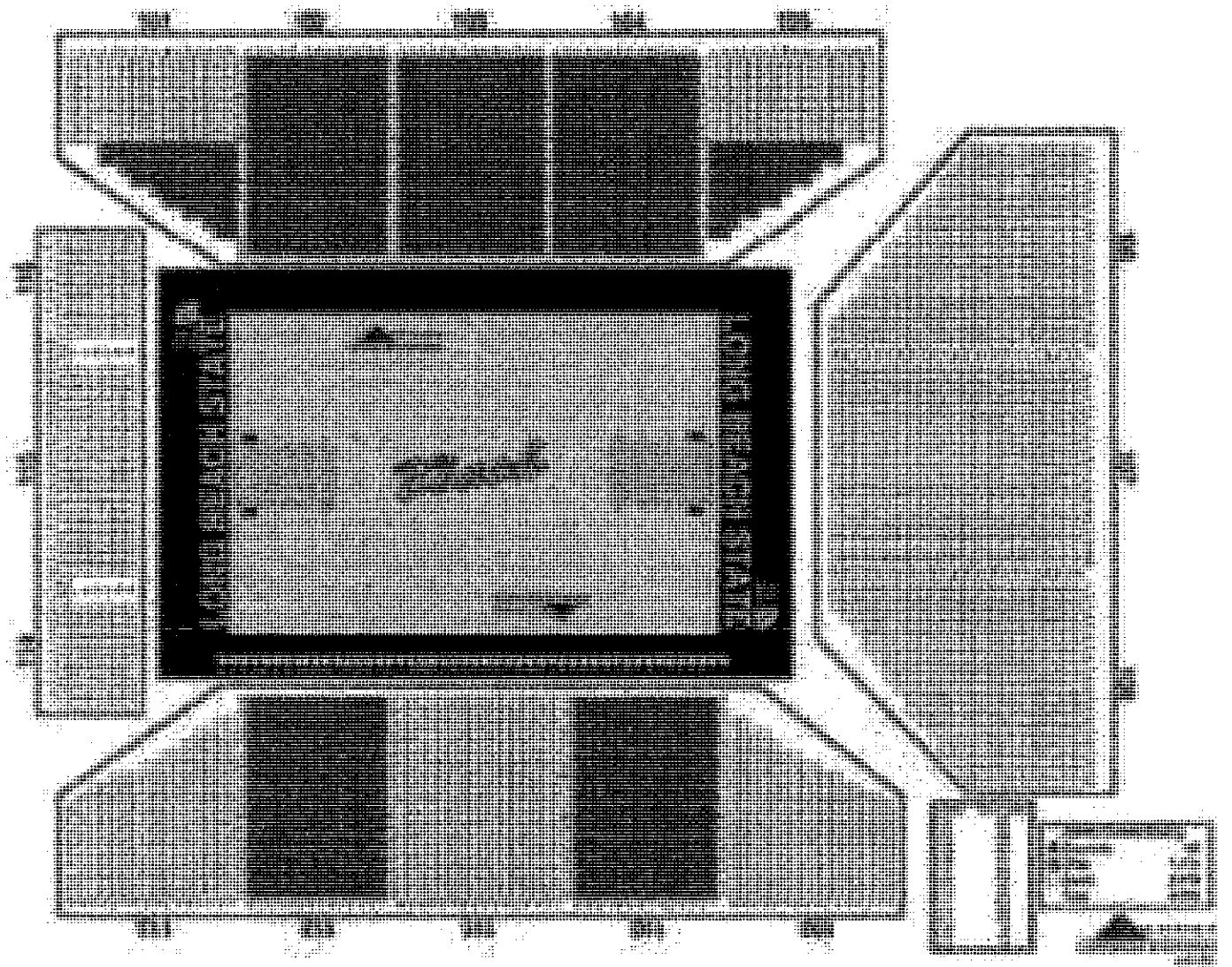
- Comparable to the House system, same model preferred
- Eight (8) Wireless In-Ear Monitors (IEM), if not then Three (3) of Shure PSM600/700 or Sennheiser EW300IEM brand. Keep in mind we are running a total of 22 wireless systems.
- Mon console should have at least 4 fully parametric bands of equalization and should have at least 12 mixes dedicated to performers.
- Will consider Aviom system
- Will consider floor monitors as well, however we would like to isolate amps as much as possible
- Qualified Sound Technician to run Monitor System

## FLOOR MONITOR SPEAKER (if necessary)

- Wireless IEM mixes will be used for all vocalists. A non-powered feed will need to go to the drummer.
- Floor monitors for every performer with their own mix

**FR = Full range**

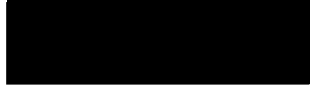
If we use floor monitors please provide either use high end EAW, Community, JBL, or Electro-voice speakers.



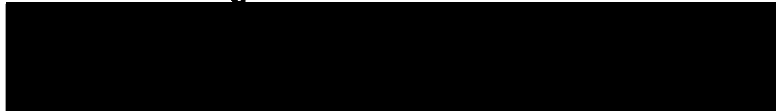
# LIGHTING SHOP ORDER

Updated: November 25, 2008

## Lighting Consultant



## General Manager



## Electrician

To be announced

## Event Date

July 3 – 5, 2009

## Event Description

This event will be held in the Pyramid at California State University of Long Beach with an expected attendance of 5000 participants. Events planned to occur on the main stage range between keynote speeches, live musical performances, dance performances, religious and non-religious ceremonies. The atmosphere should have the versatility to switch between high-action light movement to stationary ambient washes.

## Notes:

- The event will take place over the course of the weekend with a projected one-day setup period prior to the show.
- All units to come with lamp, c-clamp, and safety cable
- Entire package is to be made ready by the supplier and to include connectors, cables, controls frames, etc. as to comprise a complete working system
- Substitutions will not be made unless with prior knowledge and consent of Designer
- Substitutions and revisions must be fully disclosed at the time of the bid

### Lighting Units

Quantity	Type	Description
	540°/267° 1200W MAC 2000 Wash™	Floor Vertical Wash
	540°/246° 700W MAC 700 Wash™	Truss Color Wash
	540°/257° 150W smartMAC™	
	540°/270° 517W Legend™ 6500	
	30° 575W Source Four ERS	Color Wash
	40° 575W Source Four ERS	Color Wash
	50° 575W Source Four ERS	Color Wash
	12° 1000W ERS	Stationary Spotlight
	20° 1000W ERS	Stationary Spotlight
	30° 1000W ERS	Zone Spotlight
	40° 1000W ERS	Zone Spotlight
	FFS (very wide) 1000W PAR 64	General Stage Lighting
	90° 1000W PAR 64	Audience Blinders
	Martin Jem ZR24/7 or Magnum Hazer	Lighting Volume and Depth

### Accessories

Quantity	Description

This section will include all items necessary including perishables required by the electrician as well fixtures, clamps, ties, etc.

### Cabling

Quantity	Description
	5' Stage Lighting Extension Cords
	10' Stage Lighting Extension Cords
	15' Stage Lighting Extension Cords
	20' Stage Lighting Extension Cords
	25' Stage Lighting Extension Cords
	X' DMX Cable

This section involves all cabling involved for lights for control interfaces and power

**Lighting Controllers**

Quantity	Item

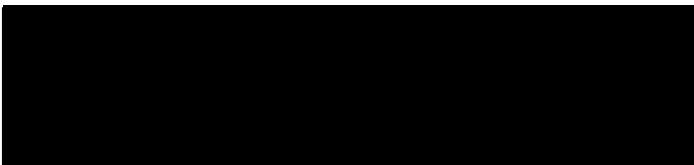
**Miscellaneous**

Ladder, Genie lifts, production tables, computers, etc. Anything that would be necessary but not included in prior sections.

**Spare Equipment**

Any equipment necessary in the case of unit failures or design changes.  
10-20% Spare Units, all types.

# Handout 4



FY 10-11 Cost Analysis				
	Costa Mesa	MMD	Savings (\$)	Savings (%)
Total Compensation	[Redacted]			

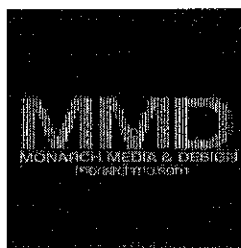
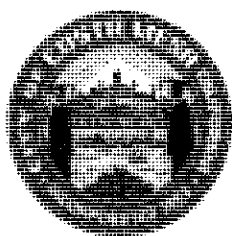
FY 11-12 Cost Analysis				
	Costa Mesa	MMD	Savings (\$)	Savings (%)
Total Compensation	[Redacted]			
Operating Cost	[Redacted]			
Total	[Redacted]			

<sup>1</sup> Based on ratio of Total Pay to Total Employee Compensation for FY10-11



# Handout 5

## A Production Partnership



## City Responsibilities

1. Provide a regular schedule of recurring events.
2. Request services 10 days prior to special events.
3. Review and approve key projects and initiatives.
4. Be availability for meetings.
5. Maintain a minimum 1.5-megabit Internet connection that allows VPN or industry-approved remote management software.
6. Comply with project management workflow or Basecamp.
7. Comply with support service system (ZenDesk) or alternative work order.
8. Provide access card or keys associated with key video production facilities or areas of interest.
9. Provide credentials to operate within Costa Mesa.
10. Provide film permits.
11. Schedule staff for training or surveys.
12. Provide media licensing.

# City of Costa Mesa Video Production Services

A production partnership







**MONARCH MEDIA & DESIGN**

*A full-service creative agency that brings  
diverse media platforms into one unique brand experience.*



## Our Clients

Jerry McNerney for Congress

Orange County Public Affairs Association

Building Industry Association of Southern California

Vietnamese Youth Convention

Missioni Don Bosco

Archdiocese of Los Angeles

UC Irvine, Center for Educational Partnerships

Grace Christian Youth Orchestra







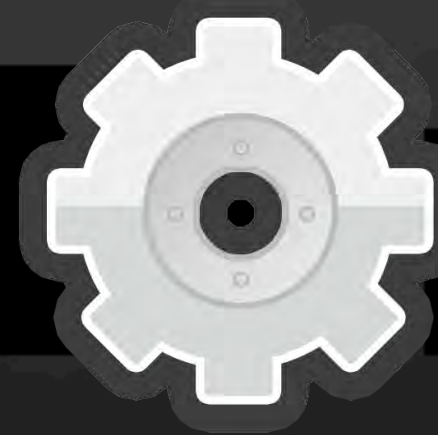




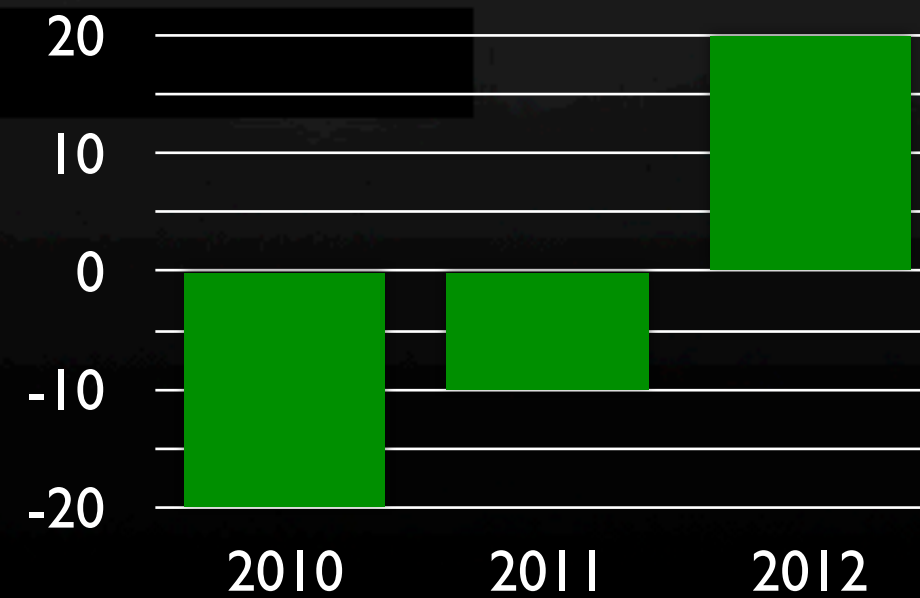
# Objectives



# Technical

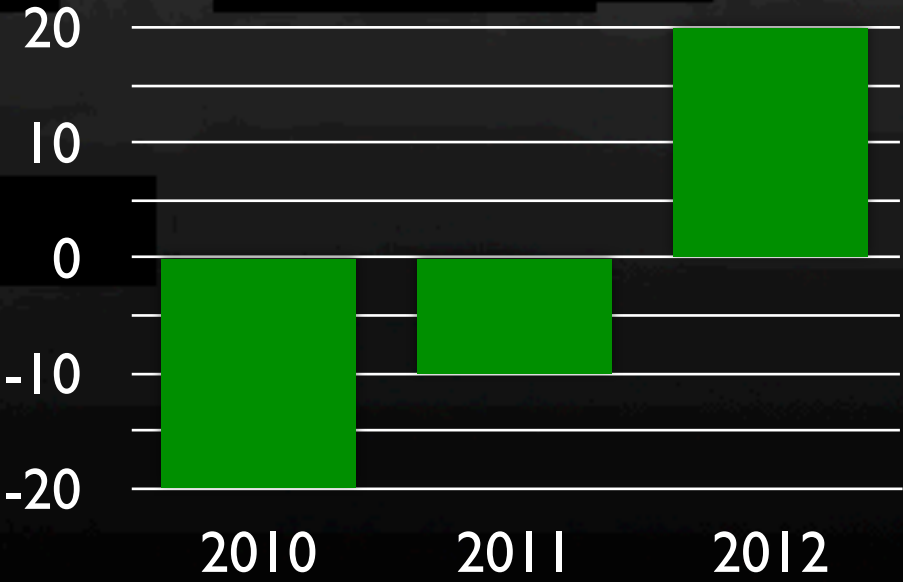


# Bottom Line





# Holistic





New, creative approach to  
providing municipal services

# Identifying Challenges

Maintain constituent's access to local government while meeting fiduciary responsibilities

“To maximize efficient, cost-effective operations or increased performance capabilities”

# A production partnership



**MMD**  
MONARCH MEDIA & DESIGN

# Innovative Approach

- Production/Technical
- Administrative
- Support Services
- Web/Channel Coordination



# Production/Technical

- Increased performance capabilities
- Versatile & experienced staff
- State-of-the-art equipment
- Diverse inventory to meet all production needs

# Administrative

- Established production workflows
- Effective project management with Basecamp

## Latest activity across your projects

Sun	Mon	Tue	Wed	Thu	Fri	Sat
22	23	24	25	26	27 • Partner's Meeting	Today 28
29	30	31	Feb 1	2	3	4

[View the full calendar](#)

[+ Create a new project](#)

### Your projects

#### Monarch Media & Design

[Redacted]

[Marketing Strategy](#)

[Photography](#)

[Studio Housekeeping](#)

#### Clients

[Redacted]

[Your archived projects](#)

[Recover your deleted projects](#)

### Clients — Hollywood & Hammer

- [To-do](#) ~~Colored Draft review~~ [Post-Production](#) Completed by Victor C. **TODAY**
- [To-do](#) ~~Color Grading~~ [Post-Production](#) Completed by Victor C. **TODAY**
- [To-do](#) ~~Color Correction~~ [Post-Production](#) Completed by Victor C. **TODAY**
- [To-do](#) ~~Use Clipfinder to run "Fix color looping bug" on Color project~~ [Post-Production](#) Completed by Victor C. **TODAY**
- [To-do](#) ~~Send new sequence to Color, save and quit~~ [Post-Production](#) Completed by Victor C. **TODAY**

## To-do lists

[Reorder lists](#)

### Pre-Production

- Meeting with internal stakeholders to determine shows' topics
- Prepare cast lists
- Prepare scripts and/or interview questions
- Draft storyboards
- Determine necessary equipment
- Prep equipment for use
- Design lower thirds and digital-onscreen graphics
- Prep set design

[Add an Item](#)

### Principle Photography

- Camera setup
- Audio Setup
- Lighting Setup
- Framing
- Filming

[Add an item](#)

### Post-Production

- Offload and backup footage
- Convert footage to editing format
- First Draft
- Creative Review
- Finalize draft edit

[+ New to-do list](#)

Show to-dos assigned to

Anyone

Current to-do lists


[Post-Production](#)

[Pre-Production](#)

[Principle Photography](#)




# Hollywood & Hammer Clients




Overview Messages **To-Do's** Calendar Writeboards Files

People & Permissions Search 

## Comments on this to-do from [Post-Production](#)

~~Nov 23 First draft of H&H~~

  Mon, 31 Oct 2011 at 6:31pm   
Drafted Sequence 1: intro monologue  
Drafted Sequence 2: scenes 6 through 11  
Partially drafted through Sequence 3: scenes 13 through 18

  Tue, 1 Nov 2011 at 10:10pm   
Drafted Sequence 3: scenes 13 through 19  
Drafted Sequence 4: scenes 19 through 22  
Drafted Sequence 5: scenes 23 through 27  
Leaving the end credits as a seperate sequence.

 Leave a comment...

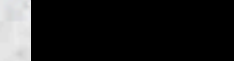
**Bold** *Italic*  Bullets  Numbers

### Comment Notification

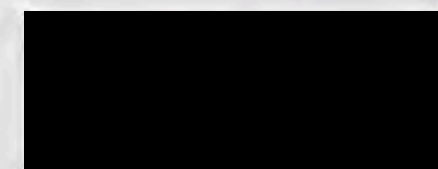
[Subscribe to this to-do](#) to receive an email when new comments are posted.

If you post a comment you'll automatically be subscribed to receive email notifications.

### Monarch Media & Design



### Who's talking about this to-do?



# Administrative

- Established production workflows
- Effective project management with Basecamp
- Legislative backgrounds
- Professional development

# Support Services

- 9am to 6pm availability, Monday through Saturday
- Emergency rapid response
- City staff training for basic technical operations
- ZenDesk

## Submit a request

### Your email address \*

If you are a registered user, please login first to submit a request.

### Department \*

### Subject \*

### Description \*

Please enter the details of your request. A member of our support staff will respond as soon as possible.

### Type \*

Request type

Task due date

Please verify that you are human \*

## Submit a request for assistance

Fields marked with an asterisk (\*) are mandatory.

You'll be notified when our staff answers your request.



**Description \***

Please enter the details of your request. A member of our support staff will respond as soon as possible.

Please convert the following files for DVD playback.

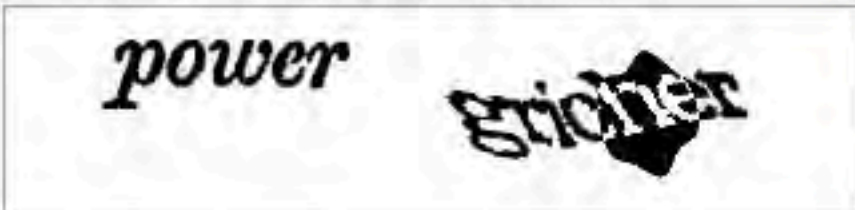
**Type \***

Request type

Task

Task due date 2012 February 4

**Please verify that you are human \***



- Two other words please
- I want audio instead

Type the above two words in the box below

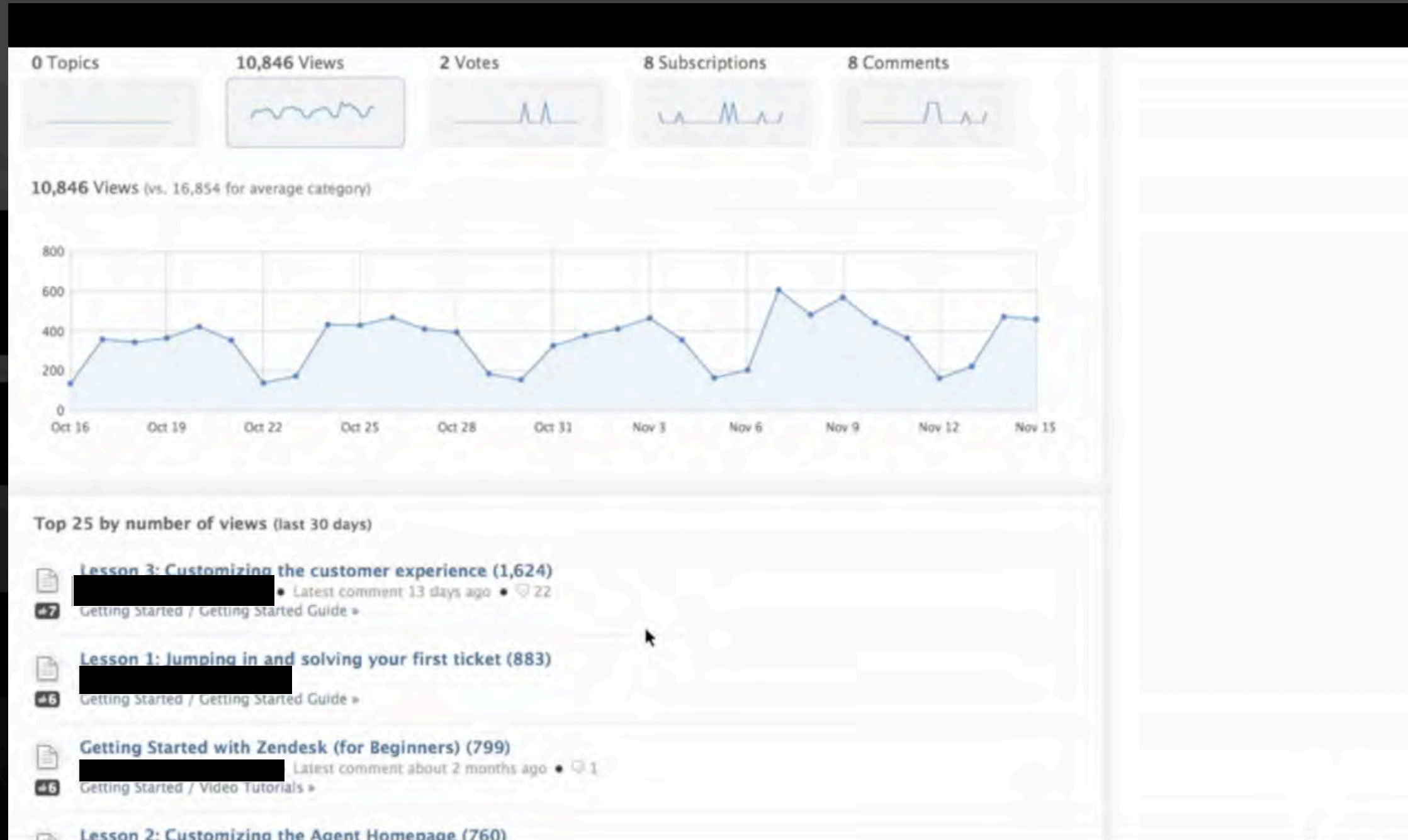
**Attachment(s)**

[Attach file »](#)

[video-2010-07-24-...](#) [remove](#)

Submit

# Reporting & Analytics



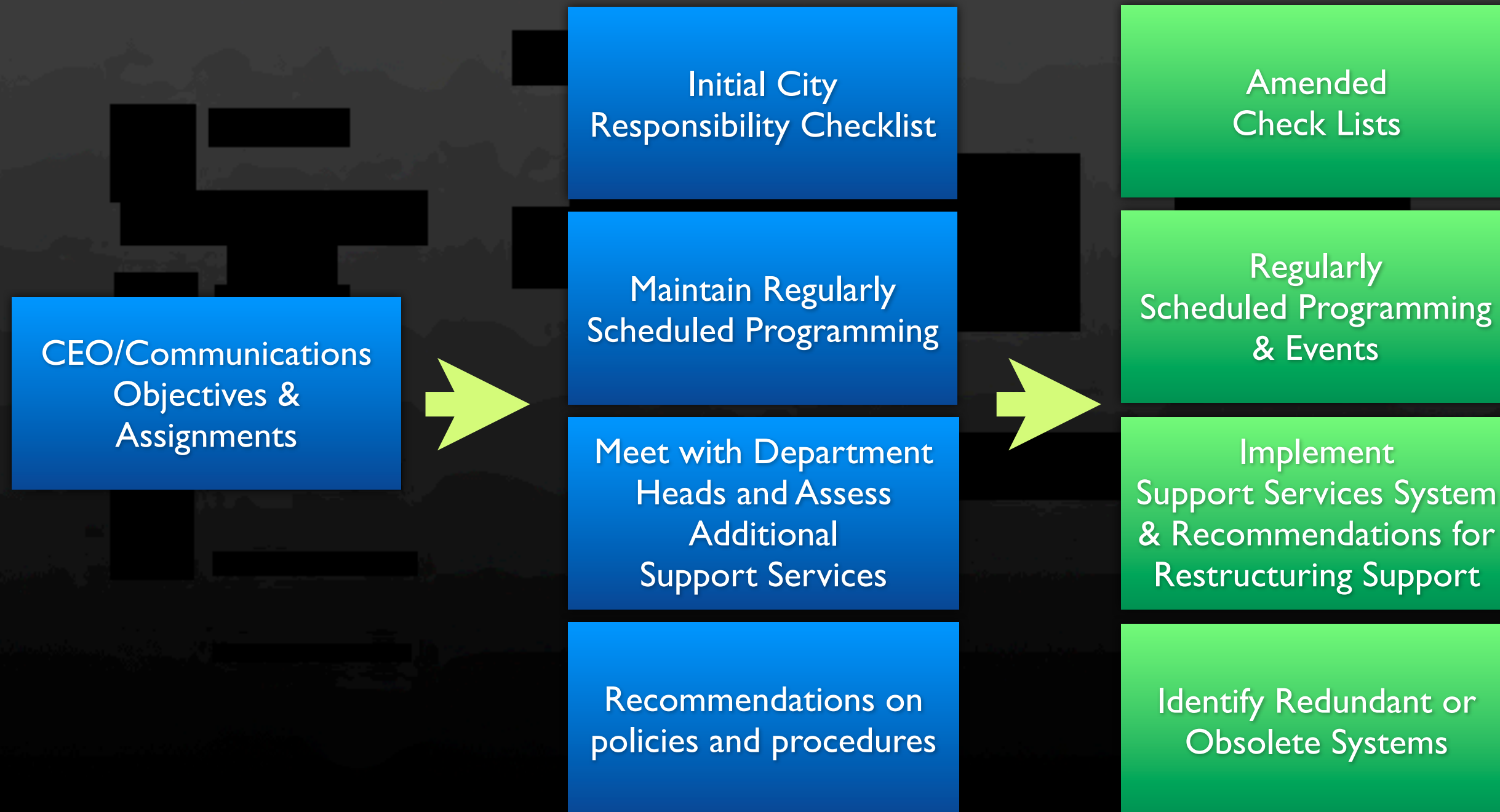
# Web/Channel Coordination

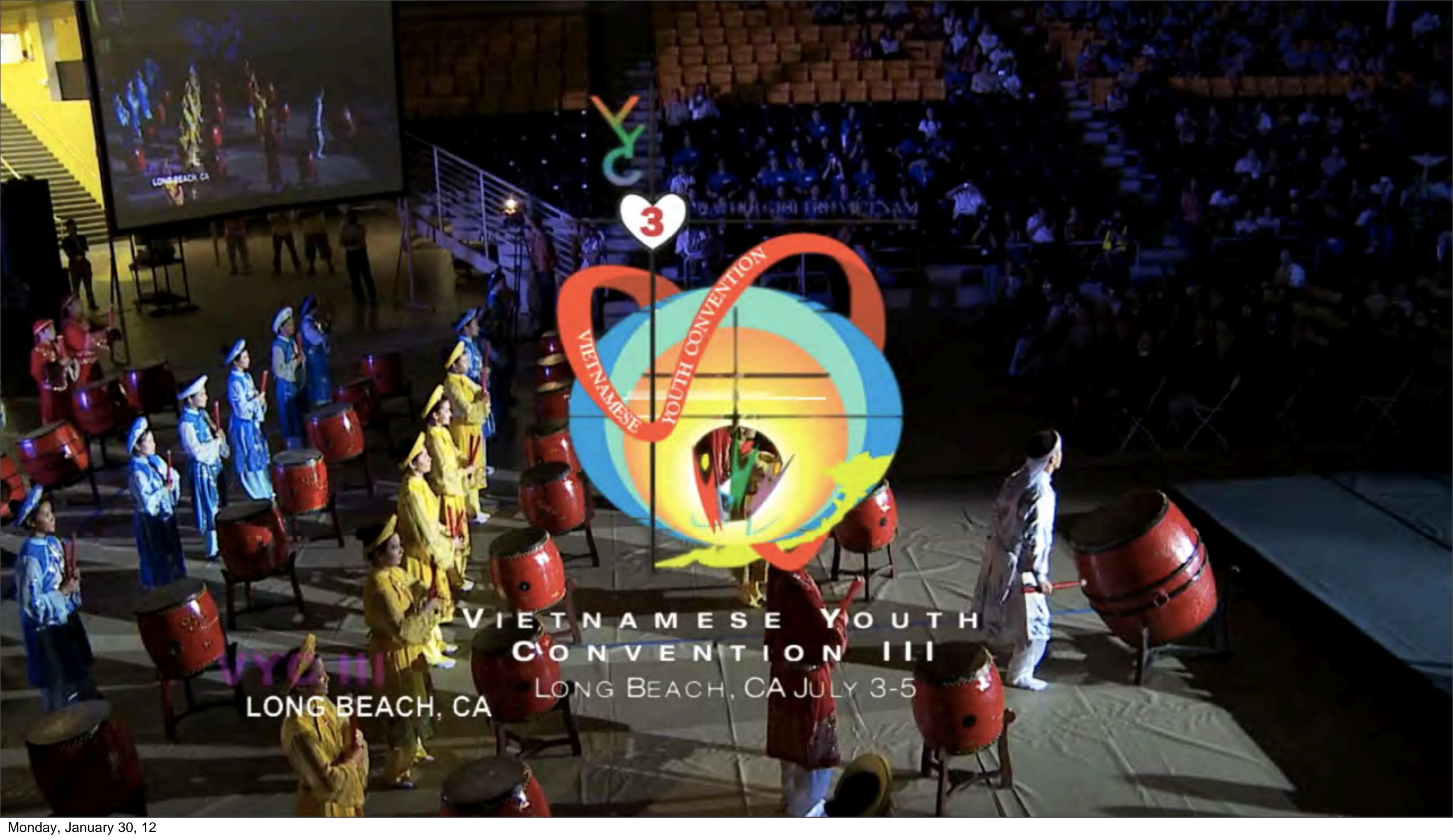
- Remote Monitoring
- Streamline Social Media Efforts
- Strategic Opportunities for Passive Income

# Transition Plan

## Phase I (30-days)

## Phase II





VIETNAMESE YOUTH  
CONVENTION III  
LONG BEACH, CA JULY 3-5  
LONG BEACH, CA



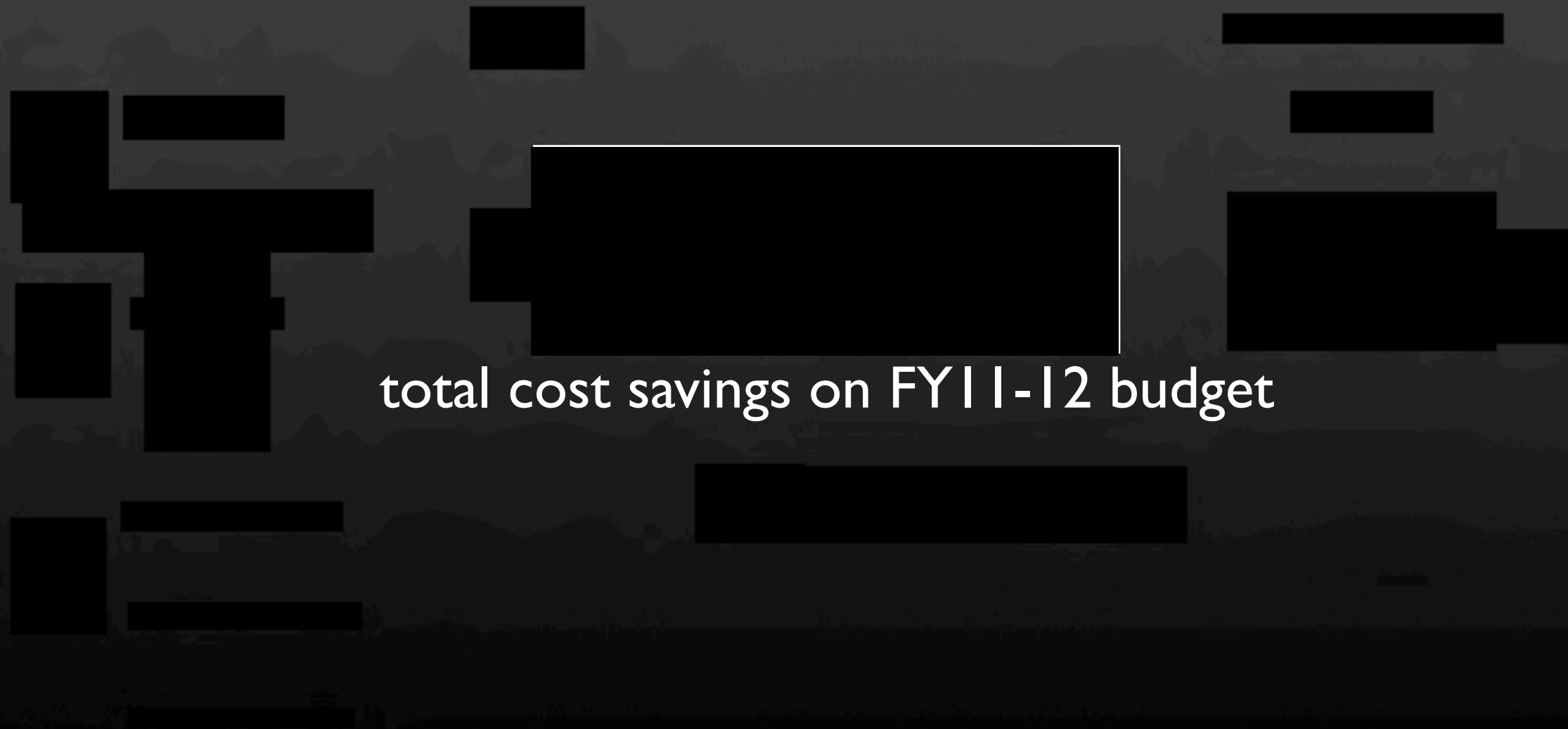
ĐẠI HỘI GIỚI TRẺ VIỆT NAM

VIETNAMESE YOUTH  
CONVENTION III  
LONG BEACH, CA JULY 3-5

# Vietnamese Youth Convention III

- Design and implement audio, video, and stage operations within a
- 96 consecutive hours of work
- Disagreement among Stakeholders
- Creative and resourceful methods to resolve budgetary challenges
- Planned Flexibility
- Vision plan and project management

# Cost Analysis





# Cost Analysis (cont.)

- Solutions for passive income
- Costs associated with emergency services

# City Responsibilities

A production partnership



# Conclusion

- Experienced staff operating the most advanced equipment
- Innovative and efficient workflows
- Renowned clientele who have appreciated MMD services
- 100% of our projects are within their proposal cost
- Holistic understanding of our clients' goals

# City of Costa Mesa Video Production Services

A production partnership



**CITY OF COSTA MESA  
VIDEO PRODUCTION SERVICES  
INTERVIEW QUESTIONS**

**1. Grasp of the Project**

- a. Describe your understanding of the City's Video Production Services.
- b. Describe your understanding of the Costa Mesa and your relationship with them.

**2. Approach and Work Plan**

- a. Describe your approach and work plan for creating a transition with the city's including specific deliverables.
- b. What are the issues that you have experience in past implementations?
- c. Describe the City's responsibilities, requirements, supporting efforts needed in meeting your effort and delivery of services.
- d. What is the normal support you provide to clients with similar contracts (i.e., technical support for implementation/integration and trouble shooting of services)? Is this reflected in your schedule of cost?
- e. Describe your support outside of our primarily requirements.
- f. How will you comply with the city during emergency situations?
- g. Are you willing to be flexible with your schedule? If so, how will that affect your cost?

**3. Qualifications and Experience**

- a. Describe your firm's competence, support staff, turnover and willingness to adjust to specific needs.
- b. Of contracts that you have been awarded in the past, what percent have stayed within the proposal cost? Briefly describe the reason(s) for cost deviation on other similar projects/services.
- c. Describe one or two engagements where your firm may have had difficulty and explain why. How was it resolved?
- d. Is any portion of this service sub-contracted out?

**4. Please describe any additional cost as it relates to response time, emergency call outs and any other items we need to be aware of.**

# **INTERVIEW EVALUATION SCORES**

**VIDEO PRODUCTION**  
**Interview Scores**

		1	2	3	4	Totals				
<b>15</b>		<b>Grasp of Project</b>								
Master Video Takes		3	3	3	3	12	180			
Monarch Media and Design		4	4	4	4	16	240			
<b>25</b>		<b>Approach and Work plan</b>								
Master Video Takes		3	2	2	3	10	250			
Monarch Media and Design		5	5	5	5	20	500			
<b>25</b>		<b>Qualification and experience</b>								
Master Video Takes		3	3	3	3	12	300			
Monarch Media and Design		5	5	5	5	20	500			
<b>20</b>		<b>Communication / Presentation</b>								
Master Video Takes		2	2	2	3	9	180			
Monarch Media and Design		5	5	4.66	4	19	373.2			
<b>15</b>		<b>Quality of the overall Presentation</b>								
Master Video Takes		1	1	2	2	6	90			
Monarch Media and Design		5	5	5	5	20	300			
<b>Proposers</b>	<b>Interview</b>	<b>Proposal</b>	<b>Totals</b>							
Master Video Takes	1000.00	1495.00	2495.00							
Monarch Media and Design	1913.20	1090.00	3003.20							

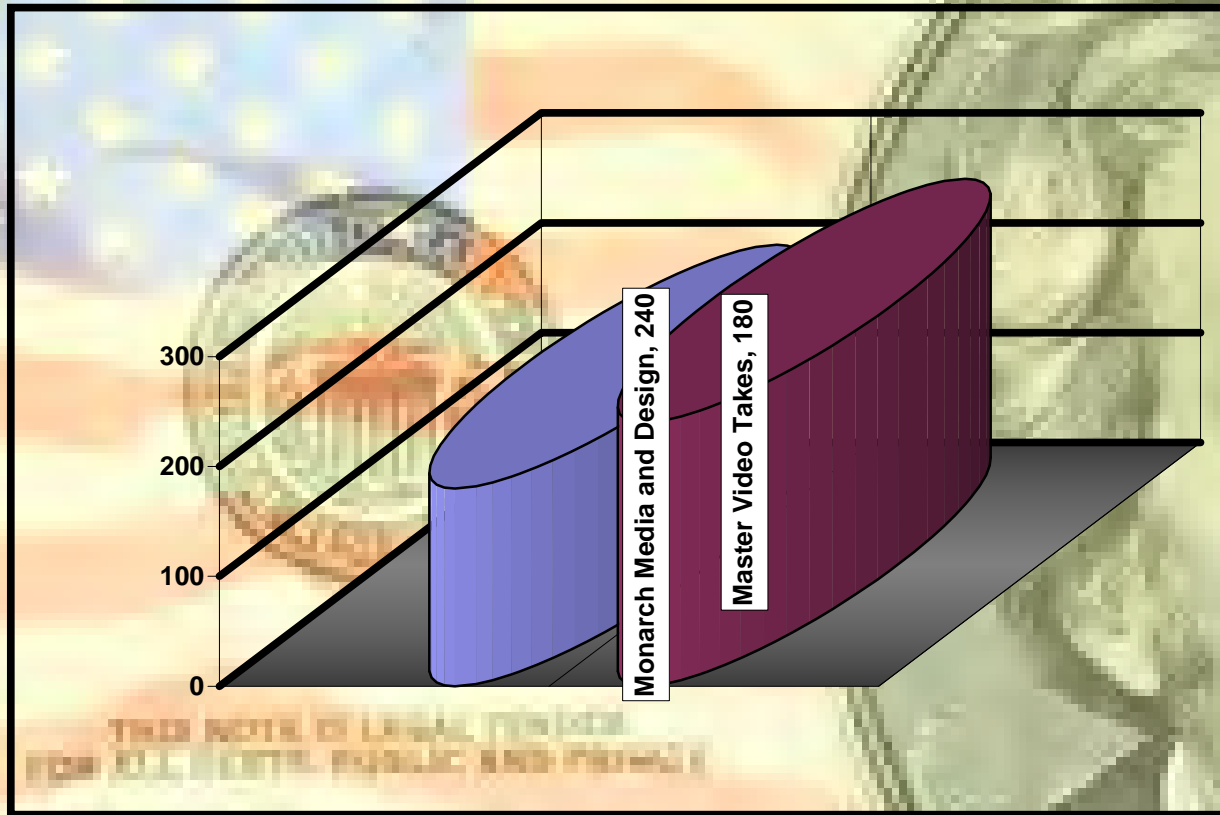
**NOTE:** Evaluator #3 attended and provided scores for the Master Video Takes interview, but was unable to attend the Monarch Media and Design Interview. To provide a fair comparative evaluation of both contractors, the same number of scores are needed. Hence the scores reflected in Evaluator #3's column for the Monarch interview are the average scores given by the remaining 3 evaluators for each category.

	<b>Master Video Takes</b>	<b>Monarch Media and Design</b>
Rater		
	<p>1 Local company with corporate focus changing toward government services.</p> <p>Communications Director for this project has not been hired yet. Cannot evaluate.</p>	<p>Impressive use of technology. Creative approaches - looking at generated passive income.</p>
	2	
	3	
	4	<p>Great job of selling company and possible product.</p>



# VIDEO PRODUCTION

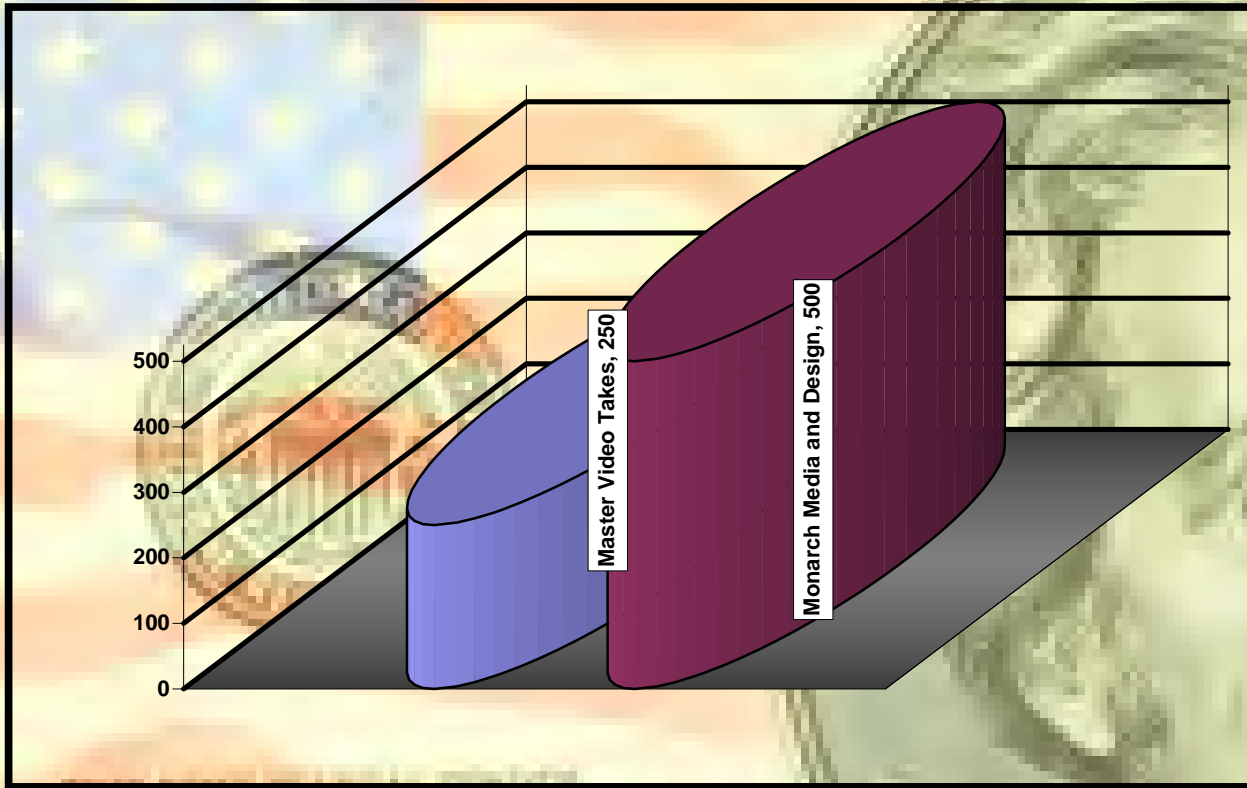
## Grasp of Project



Interviews

# VIDEO PRODUCTION

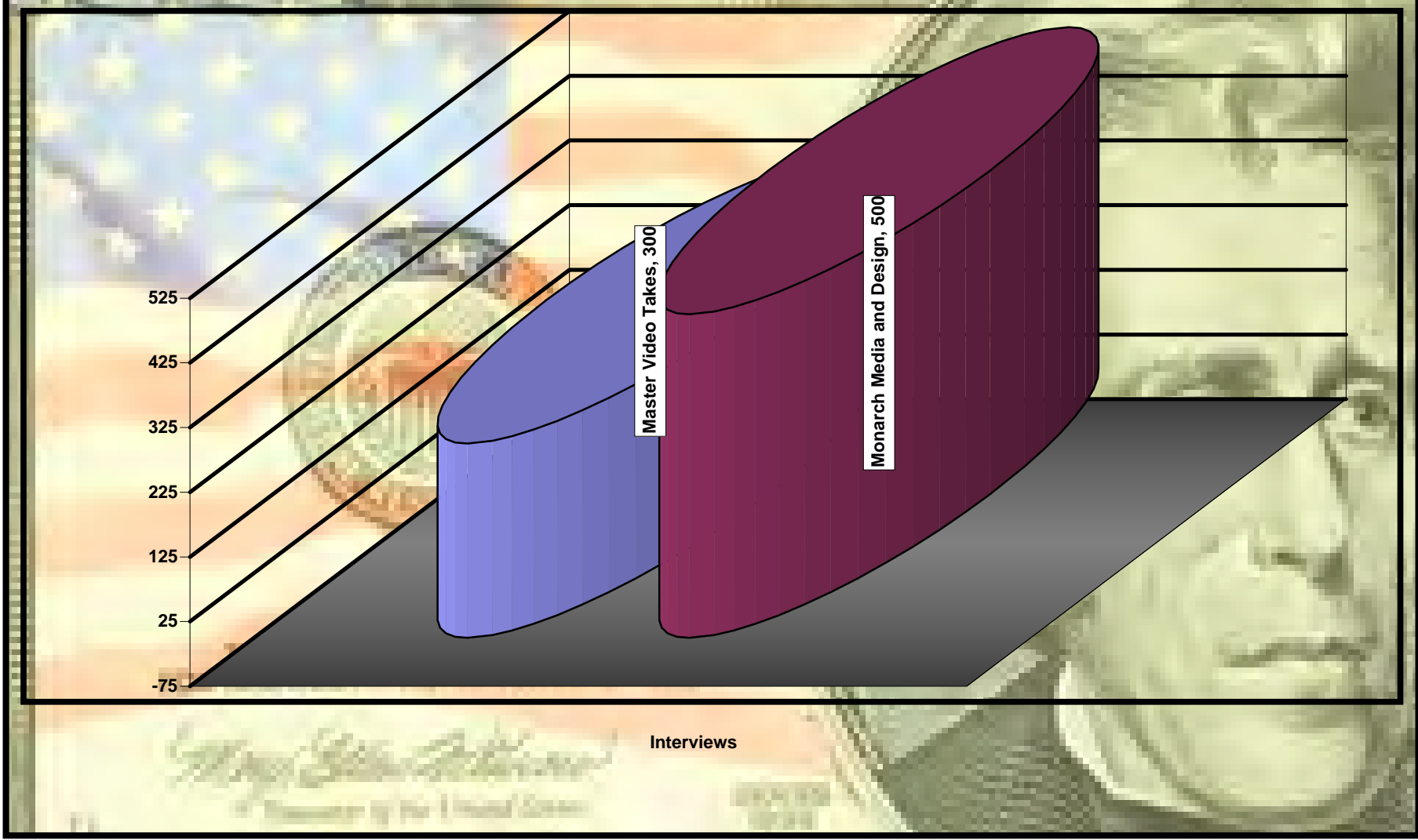
## Approach and Work Plan



Interviews

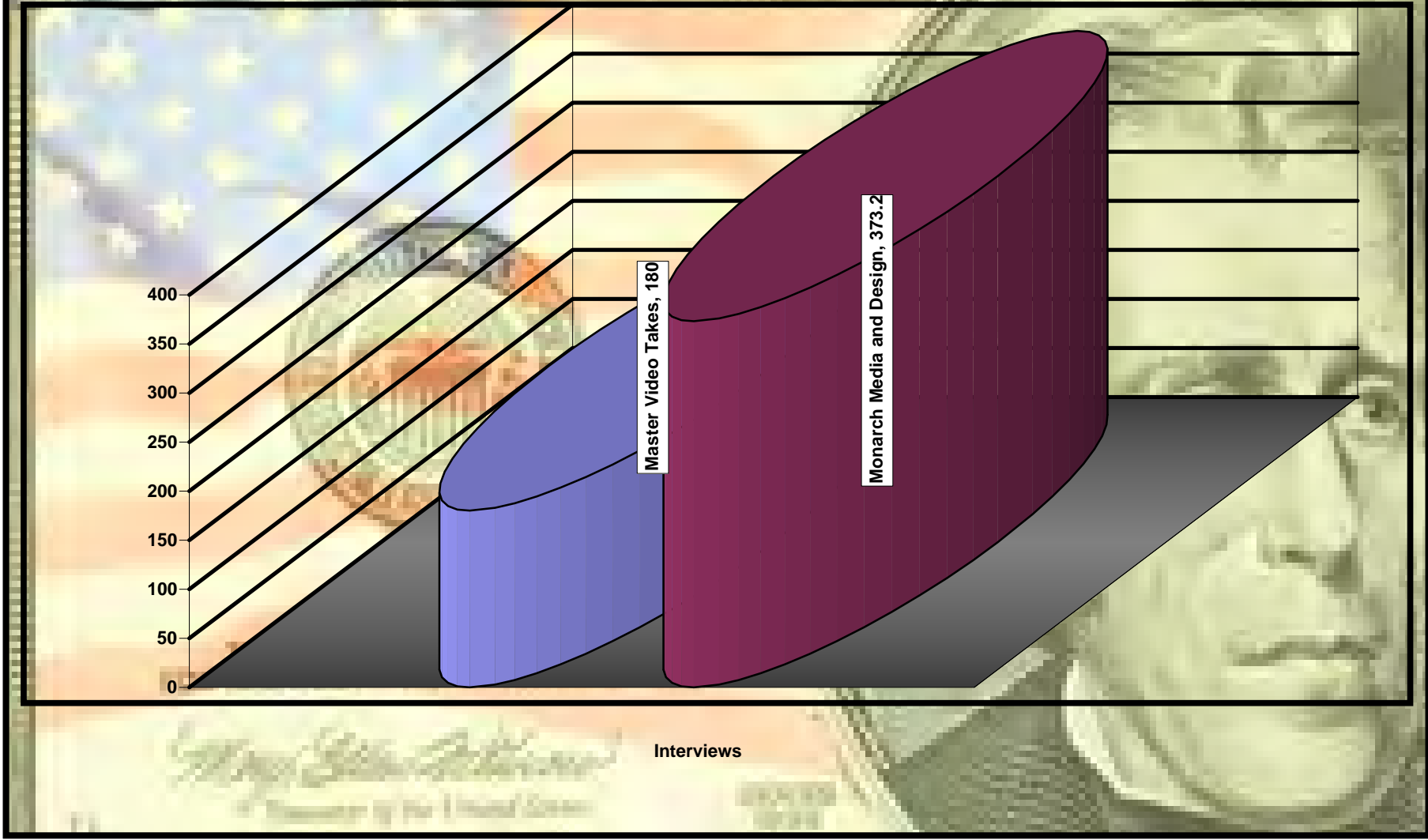
# VIDEO PRODUCTION

## Qualification and Experience



# VIDEO PRODUCTION

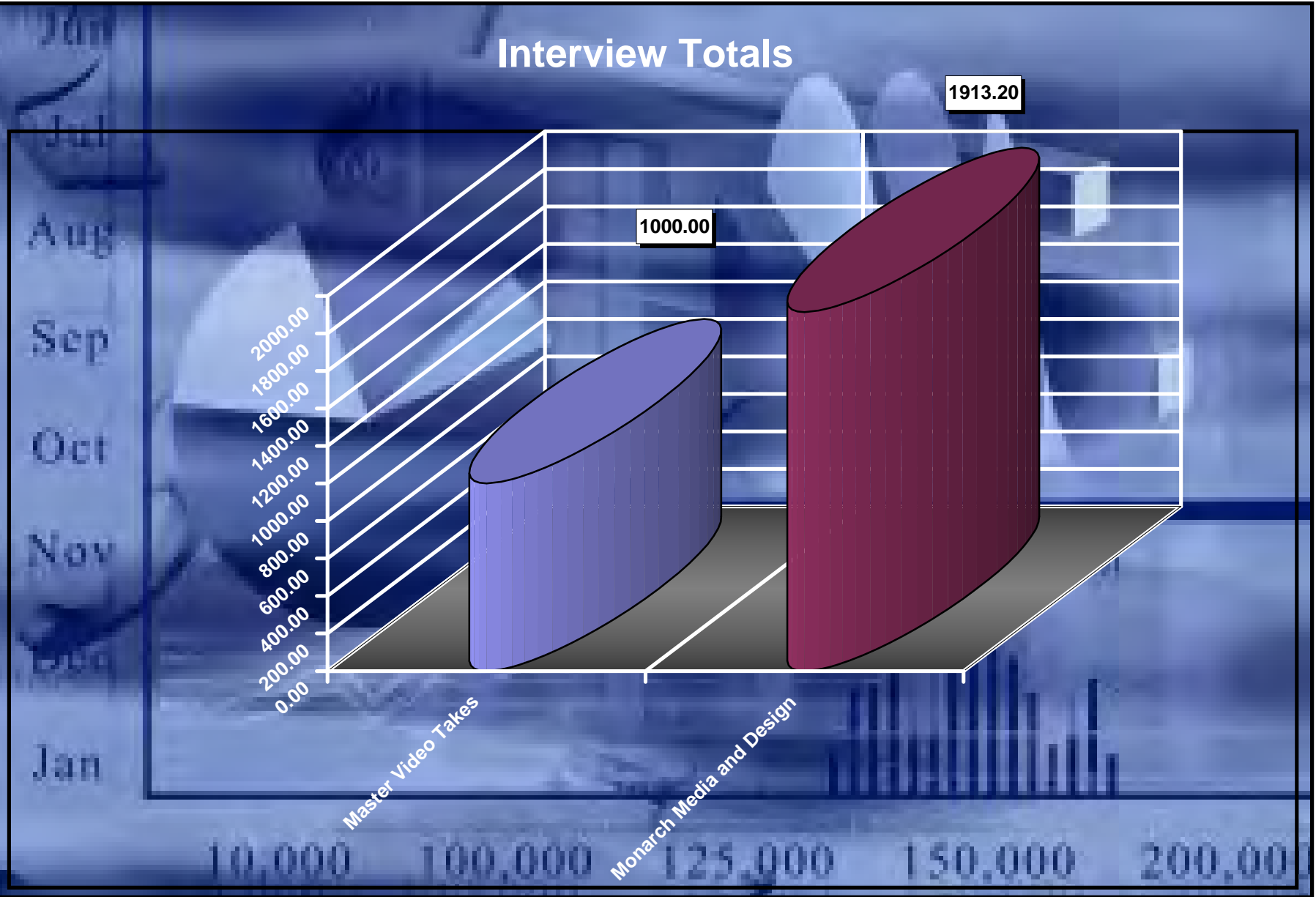
## Communication/Presentation



Interviews

# VIDEO PRODUCTION

## Interview Totals



# RESEARCH

# Exhibit B

**CONTRACT #CT-012-11010446**

**BETWEEN  
THE COUNTY OF ORANGE  
AND  
MILBRAND CINEMA**

**FOR  
UPPER NEWPORT BAY NATURE PRESERVE EDUCATIONAL FILM**

Recitals

Articles

**General Terms and Conditions**

- A. Governing Law and Venue
- B. Entire Contract
- C. Amendments
- D. Taxes
- E. Delivery
- F. Acceptance/Payment
- G. Warranty
- H. Patent/Copyright Materials/Proprietary Infringement
- I. Assignment or Subcontracting
- J. Non-Discrimination
- K. Termination
- L. Consent to Breach not Waiver
- M. Remedies Not Exclusive
- N. Independent Contractor
- O. Performance
- P. Indemnification/Insurance
- Q. Bills and Liens
- R. Changes
- S. Change of Ownership
- T. Force Majeure
- U. Confidentiality
- V. Compliance with Laws
- W. Freight
- X. Pricing
- Y. Waiver of Jury Trial
- Z. Terms and Conditions
- AA. Headings
- BB. Severability
- CC. Calendar Days
- DD. Attorneys' Fees
- EE. Interpretation
- FF. Authority
- GG. Employee Eligibility Verification

## Exhibit B

### CONTRACT #CT-012-11010446

#### Additional Terms and Conditions

1. Scope of Services
2. Term of Contract
3. Contingency of Funds
4. Fiscal Appropriations, Subject to
5. Compensation and Terms of Payment
6. Agreement
7. Audit/Inspections
8. Authorization Warranty
9. Breach – Sanctions
10. Changes/Extra Work/Amendments
11. Conditions Affecting Work
12. Conflict of Interest
13. Contractor Work Hours and Safety Standard
14. Contactor's Expense
15. Covenant Against Contingency Fees
16. Dispute
17. Gratuities
18. Independent Contractor
19. News and Information Release
20. Notices
21. Ownership of Documents
22. Payment Terms – Payment in Arrears
23. Payment – Invoicing Instructions
24. Precedence
25. Project Administration
26. Reports/Meetings
27. Responsibility of the Contractor
28. Termination – Convenience of the County
29. Expenditure Limit

#### **Contract Signature Page**

#### Attachments:

- A. Scope of Work
- B. Compensation and Payment Terms
- C. Staffing Plan
- D. Vendor's Proposal/Work Plan



# Exhibit B

**CONTRACT# CT-012-11010446  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
MILBRAND CINEMA  
FOR  
PROFESSIONAL SERVICES**

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, Community Resources, OC Parks, a political subdivision of the State of California; hereinafter referred to as "County," and Milbrand Cinema, with a place of business at 7933 Represa Circle, Carlsbad, CA 92009; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

### **RECITALS**

**WHEREAS**, Contractor responded to a Request for Proposal ("RFP") for Upper Newport Bay Nature Preserve Educational Film for the County; and

**WHEREAS**, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for the above mentioned product with the Contractor;

**NOW, THEREFORE**, the Parties mutually agree as follows:

### **ARTICLES**

#### **I. GENERAL TERMS AND CONDITIONS:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

## Exhibit B

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-Contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any

## Exhibit B

subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law, County or Contractor has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent To Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Indemnification and Insurance:**

**INDEMNIFICATION PROVISIONS:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

### INSURANCE PROVISIONS

# Exhibit B

Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

### **Qualified Insurer**

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

### **Required Endorsements**

## Exhibit B

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County

## Exhibit B

harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

- R. **Changes:** Contractor shall make no changes in the scope of work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

## Exhibit B

- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- FF. **Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## II. ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Services:** This Contract, including Attachments, specifies the Contractual terms and conditions by which the Contractor will provide Contractor Services under a fixed-price Contract, as set forth in the Scope of Work identified and incorporated herein by this reference as Attachment A to this Contract.

## Exhibit B

2. **Term of Contract:** The initial term of this Contract is for eighteen (18) months effective on the date execution is completed by all necessary parties, or is approved by the County Board of Supervisors, whichever occurs later, continuing for eighteen (18) months from that date, unless earlier terminated by County. This Contract may be extended beyond the initial term for up to six (6) months with the written approval of the Director of OC Community Resources, or designee. The COUNTY is not obligated to give a reason or notice if it elects not to extend. Any further extensions require the approval of the County of Orange Board of Supervisors.”
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services.
4. **Fiscal Appropriations, Subject to:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.
5. **Compensation:**  
The Contractor agrees to accept the specified compensation set forth in Attachment B as full remuneration for performing all services and furnishing all staffing and materials called for; and for difficulties which may arise or be encountered in the execution of the services until acceptance; and for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder.

### **Terms of Payment:**

Payment shall be made to the Contractor in accordance with Attachment B.

6. **Agreement:** This Contract and all its exhibits and attachments comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract which vary from the Contractor proposal are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both parties.
7. **Audit/Inspections:** The Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.



## Exhibit B

Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any sub-Contractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

8. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
9. **Breach - Sanctions:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
10. **Changes/Extra Work/Amendments:** The Contractor shall make no changes in this Contract without the County's written consent. No Alteration or variation of the terms of this Contract shall be valid unless in writing and signed by the parties: no oral understanding or agreement not incorporated herein shall be binding on either of the parties. In the event that there are new or unforeseen requirements, the County, with the Contractor's concurrence, has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the change was proposed and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment before becoming effective. Said Amendment shall be issued by the County Purchasing Agent or his designee and will be subject to approval by the County Board of Supervisors unless the change falls within the authority already delegated by the Board of Supervisors to the Purchasing Agent. Nothing herein shall prohibit the Contractor from proceeding with the work set forth in Scope of Work.

All extra services are by mutual consent of all parties and will be subject to the approval of the County Board of Supervisors unless the extra services fall within the authority already delegated by the Board of Supervisors to the Purchasing Agent.

11. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
12. **Conflict of Interest:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not during the term of this Contract employ any County employee for any purpose in relation to performance hereunder.

## Exhibit B

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub-tier Contractor's, and third parties associated with accomplishing work and services hereunder.

The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent it's employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations, which could be deemed to appear to influence individuals to act contrary to the best interest of the County.

13. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and county safety regulations and laws.
14. **Contractor's Expense:** The contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this contract. The County will not provide free parking for any service in the County Civic Center.
15. **Covenant Against Contingency Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
16. **Disputes:**
  - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
    1. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
    2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
  - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.



# Exhibit B

Phone: [REDACTED]  
E-mail: [REDACTED]

OC Community Resources/OC Parks  
Purchasing & Contract Services  
13042 Old Myford Road  
Irvine, CA 92602-2304  
Attn: [REDACTED]  
Phone: [REDACTED]  
Fax: [REDACTED]  
E-mail: [REDACTED]

21. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

22. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference price agreement number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

23. **Payment – Invoicing Instructions:** The Contractor will provide a two-part invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Delivery/service address
5. Price Agreement number
6. Date of service
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

24. **Precedence:** The Contract documents consist of this Contract and its Exhibits and Attachments. In the event of a conflict between the Contract documents, the order of precedence shall be the

## Exhibit B

provisions of the main body of this Contract (i.e. those provisions set forth in the Recitals and Articles of this Contract), and then the Exhibits and Attachments.

25. **Project Administration:** The Contractor shall appoint a Project Manager to direct the efforts in fulfilling the Contractor's obligations under this Contract. This Project Manager shall be subject to the approval of the County and shall not be changed without the written consent of the County's Project Manager, whose consent shall not be unreasonably withheld. The County shall appoint a Project Lead. The Lead shall act as liaison between the County and the Contractor during the term of this Contract. The Project Lead shall coordinate the activities of the County staff assigned to work with the Contractor.

The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

The County's Project Lead shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Lead shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within seven (7) calendar days after written notice by the County's Project Lead. The County's Project Lead shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

26. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
27. **Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

The Contractor warrants that all persons employed by the Contractor have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work.

28. **Termination –Convenience of the County:** The County may terminate performance of work under this Contract for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the County's interest. The agency/department assigned buyer shall terminate the Contract by delivering to the Contractor a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

## Exhibit B

1. Stop work as specified in the notice of termination;
2. Place no further Subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract;
3. Terminate all orders and Subcontracts to the extent they relate to the work terminated;
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of any Subcontracts, the approval or ratification of which will be final for purposes of this clause;
5. As directed by the assigned buyer transfer title and deliver to the County (a) fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the County;
6. Complete performance of the work not terminated; and
7. Take any action that may be necessary or as the County may direct for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the County has or may acquire an interest and to mitigate any potential damages or requests for Contract adjustment or termination settlement to the maximum practical extent.

At the completion of the Contractor's termination efforts, the Contractor may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the Contractor shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the County. The Contractor shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the County upon written request of the Contractor within the 90-day period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension.

Under no circumstances will Contractor be entitled to anticipatory or unearned profits, consequential damages or any other damages of any sort as a result of a termination in whole or in part under this provision. Contractor shall insert in all sub-Contracts that sub-Contractors shall stop work on the date of and if applicable the portion of work to be terminated in a Notice of Termination, and shall require sub-Contractor's to insert the same condition in any lower tier sub-Contracts.

29. **Expenditure Limit:** The contractor shall notify the County of Orange assigned buyer in writing when the expenditures against the contract reach 75 percent of the dollar limit on the contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the contract unless a change order to cover those costs has been issued.

Exhibit B

OC Community Resources  
Milbrand Cinema

CT-012-11010446  
County Terms & Conditions

Model Contract Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first above written.

CONTRACTOR

[Redacted Contractor Name]

Print Name [Redacted] Title [Redacted]

Signature [Redacted] Date [Redacted]

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\* Pursuant to California Corporations Code Section 313, If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

\*\*\*\*\*

- County of Orange, a political subdivision of the state of California

Andrew Wu \_\_\_\_\_ Procurement Contract Specialist  
Print Name Title

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD per G.C. SEC 25103, RESO 79-1535 ATTEST:

APPROVED AS TO FORM:  
COUNTY COUNSEL

Date: 1.6.11

By [Redacted Signature]

# Exhibit B

## ATTACHMENT A

### COUNTY SCOPE OF WORK

#### Upper Newport Bay Nature Preserve Educational Film

Vendor shall provide all labor, materials, permit, and equipment required to create a short film documentary on mammals in their natural habitat at Upper Newport Bay Nature Preserve.

#### **Film Overview**

This project will focus on the creation of a short film (7-12 min.) that explores the beauty and wildlife of Newport Bay's upland habitat. The film will highlight species such as bobcat, coyote and osprey, focusing on behaviors such as hunting, eating, guarding territory and taking care of young. Narration, nature sounds and original music will create an educational experience that is enjoyable for the entire family and is intended for hi-definition viewing on an 8' x 16' large screen in the Muth Interpretive Center Theater at the Upper Newport Bay Nature Preserve.

#### **Camera Package**

Contractor will shoot with a minimum HD standard of 1920 x 1080. Contractor will use a full-size, 2/3-inch camcorder for wide daytime exteriors. Night vision video techniques will include a minimum HD standard of 1920 x 1080. It is the filmmaker's responsibility to work at night in the Preserve to achieve the sequence goals. Footage will be accompanied by natural sound effects or post-production foley.

#### **Progress**

Contractor will meet with Nature Preserve staff every three months to show highlights of video progress.

#### **Music/Score and Sound Effects**

Contractor is responsible for acquiring professional narration, nature sounds and all original music to accompany the film. Project completion is pending County staff approval of final narration, nature sounds and music/score.

#### **Final Project Format**

The final project will be delivered on Blue Ray DVD with five (5) total copies.

#### **Timeline**

Project is to be completed within 18 months from project start date.

Filming maybe restricted in some circumstances due to wildlife activities and weather conditions, as determined by County designee.

#### **Ownership**

All materials, data, soundtracks, and footage will be the sole property of the County of Orange/ O.C. Parks.



## Exhibit B

### **Wildlife to be Included in Film:**

#### **Mammals**

Bobcat  
Coyote  
Cottontail Rabbit  
Striped Skunk  
Opossum  
Ground Squirrel  
Raccoon  
Deer Mouse  
Woodrat  
Gray Fox  
Long-tailed Weasel

#### **Birds**

Red-tailed Hawk  
Kestrel  
Western Burrowing Owl  
Osprey  
Northern Harrier  
Turkey Vulture  
California Gnatcatcher  
Coastal Cactus Wren

#### **Reptiles**

Western Fence Lizard  
King Snake  
Gopher Snake

#### **Spiders**

Trapdoor Spider

**ATTACHMENT B****Compensation / Payment**

This is a firm, fixed-fee Contract between the County and Contractor for Upper Newport Bay Nature Preserve Educational Film as provided in Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the fees, or the total Contract amount, specified below unless authorized by amendment in accordance with Articles 5 and 10.

**1. COMPENSATION:**

Payment shall be made upon acceptance of services at the discretion of the County Project Manager. County will pay the following fees in accordance with the provisions of this Contract; partial payment may be allowed at the County Project Manager's discretion.

**A. Fixed Price**

The fixed price of [REDACTED] shall be all-inclusive of general and administrative expenses and overhead related to the performance of the work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A.

- 2. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 3. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, permit, and parking while on County sites during the performance of work and services under this Contract.
- 4. PAYMENT TERMS:**

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the Office of (Agency/Department) and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Original Invoice(s) are to be sent to:

AW:564571

and a duplicate invoice(s) are to be sent to:

Page 18 of 20

Page 20 of 22

## Exhibit B

OC Community Resources  
Milbrand Cinema

CT-012-11010446  
Attachment B

OC COMMUNITY RESOURCES  
Accounts Payable  
1300 S. Grand Ave, Building B, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705

OC COMMUNITY RESOURCES  
Purchasing & Contract Services  
Attn: [REDACTED]  
13042 Old Myford Road  
Irvine, CA 92602-2304

**5. PAYMENT- INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Delivery/service address
5. Contract number
6. Service Date
7. Description of Tasks/Services (as specified above)
8. Hourly Rate, Classification/Title and Number of Hours for each Task/Service
9. Total
10. Taxpayer ID number

# Exhibit B

## ATTACHMENT C STAFFING PLAN

**1. KEY PERSONNEL TO PERFORM CONTRACT DUTIES**

Name	Classification/Designation/Title	Years of Experience	Contractor or Subcontractor
[REDACTED]	Project Manager	22 Years	Primary

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the County. Substitution or addition of Contractor's Key Personnel in any given classification/title shall be allowed only with prior written approval of the County Project Manager. During the term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

**2. SUBCONTRACTOR(S)**

In accordance with Article I, "Assignment or Subcontracting," listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
Orange County Tracker 6337 N. Marina Pacifica Long Beach, CA 90803	[REDACTED]	Wildlife Tracker
Kenbow Communications 2768 Loker Ave Carlsbad, CA 92010	[REDACTED]	Producer
Fieldnotes 1742 Avenida Melodia Encinitas, CA 92024	[REDACTED]	2 <sup>nd</sup> Cameraman
Travis Voice Services 220 Newport Center Dr., Ste 16 Newport Beach, CA 92660	[REDACTED]	Narrator
Icarus Music 4954 Biercrest Ave. Lakewood, CA 90713	[REDACTED]	Music Composer
Steward Sound Factory 204 N. Broadway, Ste N Santa Ana, CA 92701	[REDACTED]	Sound & Blu-Ray
Chop Shop 20342 SW Acacia Street Newport Beach, CA 92660	[REDACTED]	Video Colorist
Insurance Solutions 26522 La Alameda, Ste 190 Mission Viejo, CA	[REDACTED]	Account Executive

# **MANAGEMENT STAFF REPORT**