

# REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

DECEMBER 15, 2020

TITLE:

**APPROVE AGREEMENTS WITH DYNAMIC VIDEOS COMMUNICATIONS, VIDEO ENGINEERING SERVICES, AND IPTV INTERNATIONAL INC. DBA TV PRO GEAR FOR CITY COUNCIL MEETING VIDEO PRODUCTION AND OTHER AS-NEEDED VIDEO SERVICES IN A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$600,000 (GENERAL FUND)**

*/s/ Kristine Ridge*

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1<sup>st</sup> Reading
- Ordinance on 2<sup>nd</sup> Reading
- Implementing Resolution
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

FILE NUMBER \_\_\_\_\_

## RECOMMENDED ACTION

Authorize the City Manager to execute agreements with Dynamic Videos Communications, Video Engineering Services, and IPTV International Inc. DBA TV Pro Gear Inc. to provide as-needed City Council meeting video production, video technical consulting, and other video production services, for the period of January 1, 2021, through December 31, 2022, with an optional one-year extension, for an annual shared aggregate amount not to exceed \$200,000, for a total aggregate amount not to exceed \$600,000 subject to non-substantive changes approved by the City Manager and City Attorney.

## DISCUSSION

Since 2015, the City of Santa Ana has used a single vendor, Video Engineering Services, to provide video production services for City Council meetings, video technical consulting and support, and filming/production of City events. The City does not employ a full-time videographer or other full-time staff for these services. In recent years, the range of video services provided by the contractor has been reduced due to budget cuts, focusing primarily on City Council meeting production while reducing the number of City events being filmed.

With these agreements, the City intends to diversify and expand its video production services by awarding contracts for as-needed services to three video production companies, all of which have experience working with government agencies, including filming and production of public meetings, installing video systems/control rooms for government meetings, technical consulting, event filming, and other video production. A Request for Proposals (RFP) was issued and 7 companies provided responsive proposals, of which 3 were selected, including the current contractor. Two of the companies are located in Orange County.

The City Manager's Office additionally intends to expand on the video services that have been provided in order to produce more professional videos to inform the community about City of Santa Ana services and programs and to promote and market the City to a wider audience. These videos will be distributed digitally on the City's YouTube channel and social media. They also will be shown on CTV3, the City's government television channel, as part of a strategy to better utilize the channel and improve its content.

Under the agreements, all three entities can be utilized to provide any of the video production services. The intent is that the current contractor, Video Engineering Services, will continue to be the primary party providing City Council meeting production services. The company has reliably and consistently provided these services for the past five years. However, by diversifying our vendor list to include the two additional companies, the City will have the ability to bring in extra assistance or to fill in to provide City Council meeting production services, should Video Engineering Services be unable to do so. The City will also have ready access to the two new vendors' technical expertise and consulting. The uncertainties of the COVID-19 pandemic and the transition to virtual meetings have made clear the City's need for additional video and technical resources on which to draw.

Furthermore, the two new contractors each have a wide range of experience in filming events and creating high-quality marketing and public service announcement videos for both government agencies and commercial businesses. These two vendors will be primarily utilized to produce such videos for the City of Santa Ana.

The agreements include a two-year contract term, which the City has the ability to cancel with a 30-day notice. Each vendor offers different pricing points for various services, from which the City may choose the best option (Exhibits 1-3), which provides the City with greater flexibility in planning its video service needs. The approval of the agreements align with the City's Five-year Strategic Plan, which has a Strategic Priority of Efficient City Services that includes Communication and Outreach to reach and engage all audiences through a variety of communication outlets.

### **FISCAL IMPACT**

The agreements allow for an aggregate amount not to exceed \$600,000, including \$400,000 for the two-year term of the contract and \$200,000 if the City chooses to activate the optional one-year extension. This is for as-needed services and the City is not obligated to pay out the full amount of the contract. Approximately half of that amount is expected to be used for filming and production of up to 26 City Council meetings per year and related technical and support costs. The City Manager's Office will be utilizing available funds in the Contract Services Professional account (No. 01105015-62300) for this agreement. While the estimated cost is approximately \$200,000 per year, in FY 2020-21 funding will only be available for the second half of the year pending approval of this agreement. Thus, the remaining \$100,000 may be utilized in the final year of the agreement, FY 2022-23.

<b>Vendor</b>	<b>Estimated annual cost per Vendor</b>
Video Engineering Services	\$100,000
IPTV International Inc. DBA TV Pro Gear	\$50,000
Dynamic Video Communications	\$50,000
<b>Total</b>	<b>\$200,000</b>

<b>Fiscal Year</b>	<b>Estimated cost</b>
FY 20-21	\$100,000
FY 21-22	\$200,000
FY 22-23	\$100,000
<b>Total</b>	<b>\$400,000</b>

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Kristine Ridge, City Manager

- Exhibits:
1. Dynamic Video Communications Scope of Work
  2. TV Pro Gear Scope of Work
  3. Video Engineering Services Scope of Work

**AGREEMENT TO PROVIDE VIDEO PRODUCTION SERVICES FOR THE CITY OF  
SANTA ANA**

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of December, 2020 by and between Eduardo Garcia, a sole proprietor, dba Dynamic Video Communications (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. The City desires to retain a consultant having special skill and knowledge in the field of video production services on an as needed basis.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

On an on-call basis, and at the City’s sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 20-105 for video production services, which is attached as Exhibit A, and as more specifically delineated in Consultant’s proposal, which is attached as Exhibit B and incorporated in full. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, unless such additional services are authorized in advance and in writing by the City.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit C. Consultant is one of three (3) consultants selected to provide video production services on an on-call basis under RFP 20-105. The total compensation for these services provided by all such consultants selected under RFP 20-105 shall not exceed the amount of six hundred thousand dollars (\$600,000.00) during the term of this Agreement, including any extension periods exercised under Section 3. This sum shall be comprised of the shared aggregate amount of two hundred thousand dollars (\$200,000.00) annually during the term of the Agreement, including any extension periods.

- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work, which fails to meet the standards of performance set forth in the Recitals, which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on January 1, 2021 and terminate on December 31, 2022, with the option for the City to grant up to a one (1) year renewal, unless terminated earlier in accordance with Section 15, below.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### **6. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be

limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
  - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
  - v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to

indemnify the City for any work performed prior to approval of insurance by the City.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

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

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other consultants retained by City.

#### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the City Manager may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and

in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**19. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

**20. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

City Manager  
City of Santa Ana  
20 Civic Center Plaza (M-)  
P.O. Box 1988  
Santa Ana, California 92702

To Consultant:

Dynamic Video Communications, LLC  
30211 Avenida de las Banderas, Suite 200  
Rancho Santa Margarita, California 92688  
Telephone (949) 232-3220

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been

deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

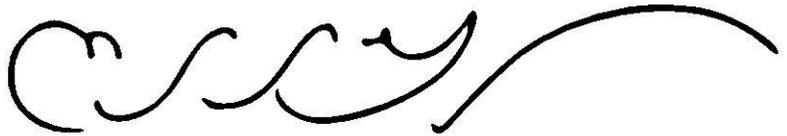
\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By:   
\_\_\_\_\_  
Jose Montoya  
Deputy City Attorney

  
\_\_\_\_\_  
Eduardo Garcia  
Producer/Director

**EXHIBIT A**  
**SCOPE OF SERVICES**

# REQUEST FOR PROPOSALS (RFP) NO. 20-105

FOR

## VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS, AND CABLE/VIDEO EQUIPMENT MAINTENANCE



### CITY OF SANTA ANA CITY MANAGER'S OFFICE

**Paul Eakins**  
City Manager's Office  
Phone: (714) 647-5200  
Email: [peakins@santa-ana.org](mailto:peakins@santa-ana.org)

#### **KEY RFP DATES:**

*The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date:	July 21, 2020
Deadline for Questions about RFP:	July 31, 2020
<b>Proposal Due Date:</b>	<b>August 14, 2020, by 4:00 PM</b>
Review of Proposals:	August 17 – 20, 2020
Projected Award Date:	September 15, 2020
Projected Start Date:	October 1, 2020

**25B-13**



## CITY OF SANTA ANA

### EXHIBIT A

#### CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS, AND CABLE/VIDEO EQUIPMENT MAINTENANCE

##### SCOPE OF SERVICES

#### DESCRIPTION AND SCOPE OF WORK

#### BASE SERVICES:

##### A. Council Meetings

The City of Santa Ana provides the control room equipment, cameras and equipment located inside the Council Chambers to record and broadcast the City Council meetings, including computers and other video production equipment. Contractor will serve as Producer/Administrator for City of Santa Ana City Council meetings. Duties will include hiring and supervising video production staff. Contractor shall provide production services in live meeting coverage and playback for up to twenty-four (24) meetings, including City Council meetings held the first and third Tuesdays of the month, and various additional meetings as selected by the Clerk of the Council and/or City Manager. Production services shall include all responsibility for graphics during the presentations, video roll-ins and all audio/visual needs. Additionally, Contractor shall provide technical assistance for city production crews and staff.

Services shall include:

1. Serve as Video Producer for all council meetings and cable-casting events in council chambers.
2. Maintain open communications with the Public Affairs Information Officer and Clerk of the Council office for special needs or changes pertinent to the agenda for each council meeting.
3. Communicate and confirm with the Public Affairs Information Officer regarding council meeting coverage and playback related to the city channel. Report technical playback and council meeting technical issues and remedies to the PAIO.
4. Provide, hire and supervise all video production crew and staff which will include Director, Camera Robotics Operator, Audio Operator, Graphics Designer and Playback Operator. These positions may be consolidated in one person.
5. Schedule video production staff. Pre-arrange and notify crew of video productions and changes.
6. Provide maintenance of playback equipment located in City Hall as necessary for City Council meeting.
7. Provide for office administration and payroll for video production crew and playback.
8. Provide and be responsible for all production staff training and hands-on use of equipment for video crews.
9. Direct communication with City Council members and Clerk of the Council.
10. Review any needs or concerns related to production request: includes PowerPoint, overheads, video roll-ins and presentations, review cueing system, proper use of microphones for Council.



## CITY OF SANT ANA

11. Arrange for and design overall look and style of productions.
12. Arrange for input of council graphics prior to the meeting. Run a spell check. Arrange for graphics to state replays during the meeting, approximately every 30 minutes during program.
13. Access to Analytical Data – Contractor will provide access to the analytical data related to the usage of the video streaming service by the public. Analytics shall include the quantity of persons viewing video streams and archived videos.
14. Video streaming services that integrate with Facebook Live, YouTube Live, or similar social media platforms.

### **B. Annual State of the City Address**

Contractor shall produce the mayor's state of the city address, including:

1. Hiring and supervising crew for camera operations, audio mixing, cable running, equipment load in and load out.
2. Directing the show for video.
3. Renting all needed video equipment and editing the finished video for playback.

### **C. Cable/Video Equipment Maintenance**

1. Confer with the Public Affairs Information Officer to evaluate needs and supervise maintenance activity of all city owned audio/video facilities. Said facilities include, but are not limited to, City Hall, recreation centers, senior centers, Stadium, Soccer fields. Etc.
2. Review and make recommendation for the repair and /or replacement of said audio/video facilities.
3. Design layout of electrical circuitry for existing and /or acquired audio/video equipment.
4. Ensure compliance with local, state, and federal safety codes and regulations.
5. Establish and maintain equipment log and data base to keep inventory and records of maintenance and to track equipment performance.
6. Help establish and enforce Agency wide policies for equipment use. Provide operation instruction for staff.
7. Conduct regular security checks on the City's production equipment.
8. Prepare preventative maintenance schedules and execute said maintenance on a routine basis.
9. Supervise annual asset inventories and tagging of new assets, as needed.
10. Coordinate equipment repair with outside agencies.
11. Coordinate acquisition of new production equipment.
12. Facilitate and supervise use of facilities or equipment by outside agencies, persons, other City employees or cable franchisee staff.
13. Facilitate completion of production services requested by City staff (including making dubs, editing and shooting videos, setting up equipment, delivering equipment, setting up operating facilities as needed.)



## CITY OF SANT ANA

14. Provide updates to Public Affairs Information Officer and/or assigned staff on progress of equipment installation, maintenance, building projects and anticipated completion dates.
15. Assist City Clerk and other staff on use of Council Chambers: video, audio, lighting, PowerPoint, Elmo or other technical needs.

### **D. Training and Support**

1. Initial Training - Contractor shall provide a training program (remotely or in-person) to a group of up to eight (8) City staff members. Training shall be conducted before the video streaming and archive system is officially commissioned. Training shall describe the roles and responsibilities of the Contractor in providing the video streaming service. Training shall identify how City Staff can identify and rectify minor problems that may arise in the rollout of the video streaming services.
2. Contact – Contractor shall provide a main point of contact for City Staff. The main point of contact shall have a thorough understanding of the video streaming system and be capable of troubleshooting problems remotely with City Staff who may not be experts in video and audio technology.

### **ADD-ON SERVICES:**

#### **A. Event Video Production**

1. On- and off-site video production services in Santa Ana for city-produced events including, but not limited to: 4<sup>th</sup> of July Celebration, Fiestas Patrias, Santa Ana 5k and Plaza Navidena.
2. This shall include all responsibility for graphics, video roll-ins and all audio/visual needs.

#### **B. Social Media Video Production**

1. On- and off-site video production services in Santa Ana to produce videos tailored for social media, City TV channel, marketing, website, and internal use. These would be brief videos (30 seconds – 5 minutes), shall include editing for graphics, video roll-ins and all audio/visual needs.

#### **C. Additional Meeting Video Production Services**

1. City Council meeting video production services beyond the 24 meetings included in the base services listed above. Video production services for other city meetings and functions at City Hall or other city facilities.

#### **D. Other Services Not Mentioned**

1. In addition to the designated proposal cost categories provided below, Proposers are encouraged to provide cost proposals for services that are not described in this RFP but may be of benefit to the City with regard to video streaming services.

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Juan Villegas  
COUNCILMEMBERS  
Phil Bacerra  
Nelida Mendoza  
David Penaloza  
Vicente Sarmiento  
Jose Solorio



CITY MANAGER  
Kristine Ridge  
CITY ATTORNEY  
Sonia R. Carvalho  
CLERK OF THE COUNCIL  
Daisy Gomez

**CITY OF SANTA ANA**  
**FINANCE AND MANAGEMENT SERVICES AGENCY**  
20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702  
714-647-5468  
[www.santa-ana.org](http://www.santa-ana.org)

**VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS,  
AND CABLE/VIDEO EQUIPMENT MAINTENANCE  
RFP 20-105**

**ADDENDUM NO. 1**

July 29, 2020

Notice is hereby given that where applicable; the City of Santa Ana Planning & Building Agency has made certain modifications, additions, and/or deletions, in the specifications to RFP No. 20-105, or reference is made in this Addendum No. 1.

**NEW SECTION**

Exhibit B - Bidders shall refer to this Standard Agreement (Sample), referenced throughout the RFP.

**PROPOSER QUESTIONS AND CITY RESPONSES**

- Q1. The Addendum specifies 7-10 videos and possible lengths of the two subject matters, but not how many of each. In other words, what is the anticipated breakdown of how many videos about Land Use and how many about Development Code?
- A1. **This question is for RFP 20-103 and should be disregarded.**
- Q2. Is the Agreement Statement the same thing as Attachment B: Proposer's Statement?
- A2. **These are two separate items. The Agreement Statement is in reference to the now included Exhibit B-Standard Agreement (Sample).**
- Q3. Does the video production of City Council Meetings (A. Council Meetings) INCLUDE the Spanish-language versions? If not, is this something you would like budgeted as an Add-On?
- A3. **Yes, it includes the Spanish-language version. The Spanish translation is provided through a separate interpreter service contracted with the City.**
- Q4. The RFP bid says the vendor is responsible programming playback. Is the vendor expected to do all the programming for the cable channel? The 24/7 schedule? Youtube? Granicus? Please ask the Public Information Officer to clarify?
- A4. **The bidder is only responsible for the playback on Granicus and YouTube of City Council meetings and any other City meetings for which the bidder provides video services.**

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS REMAIN UNCHANGED.

**END OF ADDENDUM NO. 1**

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Juan Villegas  
COUNCILMEMBERS  
Phil Bacerra  
Nelida Mendoza  
David Penalosa  
Vicente Sarmiento  
Jose Solorio



CITY MANAGER  
Kristine Ridge  
CITY ATTORNEY  
Sonia R. Carvalho  
CLERK OF THE COUNCIL  
Daisy Gomez

**CITY OF SANTA ANA**  
**FINANCE AND MANAGEMENT SERVICES AGENCY**  
20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702  
714-647-5468  
[www.santa-ana.org](http://www.santa-ana.org)

**VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS,  
AND CABLE/VIDEO EQUIPMENT MAINTENANCE  
RFP 20-105**

**ADDENDUM NO. 2**

August 11, 2020

Notice is hereby given that where applicable; the City of Santa Ana Planning & Building Agency has made certain modifications, additions, and/or deletions, in the specifications to RFP No. 20-105, or reference is made in this Addendum No. 2.

**BID DUE DATE EXTENDED**

The bid due date has been extended to Wednesday, August 19, 2020 at 4:00 P.M., Pacific Standard Time.

**PROPOSER QUESTIONS AND CITY RESPONSES**

- Q1. Two questions: There is very little information in the bid about the control room systems, the playback systems, the council chamber system. It only talks about maintenance. Question one: A/V equipment. Is the selected vendor required to do equipment installation, integration, upgrade equipment or systems (when needed). To develop equipment purchase list? Question two: Do you require the proposer to do system troubleshooting, system repair, system alignment and calibration? system design?
- A1. Yes, the vendor would be required to develop purchase lists, install, integrate and upgrade systems or equipment as needed. Yes, the vendor would do system troubleshooting, system repair, system alignment, calibration and design.
- Q2. For the Add-On Services at the end of the bid description. Item B. It read "on and off site video production services to produce 30sec -5 min videos. Can you give us some idea of how many per month (or year) you might expect to require from the proposer? It makes it difficult to do a proper bid amount without knowing some rough quantity, how many are you thinking, just some kind of estimate?
- A2. Approximately 1-2 videos per month could be requested. Please provide an estimated cost per video or hourly rate.
- Q3. You list add on services at the end of the bid. Item A: list the events: 4th of July, Fiestas Patrias, etc, but it also says not limited to the listed events. Can you give us a general idea of how many additional events? 5-10? 10-20? It makes it hard to bid on this if we don't have an some idea of how many additional events you want produced?

- A3. In addition to the 4 events listed, we anticipate possibly 4-8 other events could be requested for filming. Please provide an estimated cost per event or hourly rate.
- Q4. Can you provide a list of equipment the city owns and uses for these purposes -- in other words, what specific equipment will we need to provide operators for?
- A4. Standard audio and video recording production and post-production equipment including mounted cameras operated from a control room are used. Please see page 21, Exhibit A, Section A of the RFP for additional information.
- Q5. Is the bidder/vendor expected to use city facilities and equipment for the entire process of producing every council meeting video? i.e. for production, and post production?
- A5. Yes, the vendor is expected to use city facilities and equipment for the entire process.
- Q6. What additional personnel, besides camera operators, does the vendor/bidder need to provide?
- A6. Please see page 21, Exhibit A, Section A, No. 4 of the RFP.
- Q7. How many crew members will the bidder/vendor have to supply at each meeting? For example, does the vendor need to supply two camera operators? Three?
- A7. Please see page 21, Exhibit A, Section A, No. 4 of the RFP. We recommend 2-3 crew members, but it will be at the discretion of the contractor to determine best practices.
- Q8. Can you provide an example of a previously produced City Council meeting video, that has the same general parameters of what will be expected going forward?
- A8. This is our regular (in-person) meeting:  
[https://santaana.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=2643](https://santaana.granicus.com/MediaPlayer.php?view_id=2&clip_id=2643)  
  
This is our temporary current (virtual teleconference) meeting operation:  
[https://santaana.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=2857](https://santaana.granicus.com/MediaPlayer.php?view_id=2&clip_id=2857)
- Q9. Is the bidder/vendor responsible for any type of live broadcast of the council meetings? Either online or on television? Or is the vendor only responsible to record, and prepare the meetings for "playback," as indicated?
- A9. Yes, the vendor will manage the live broadcast of the council meeting online and on television.
- Q10. How many cameras are used for these meetings?
- A10. A total of ten cameras are used for City Council meetings.
- Q11. What is the delivery format of the finished videos? Where does the city host them for viewing by the public (Youtube? Website? What is the delivery platform?)?
- A11. The videos are shown on YouTube, Granicus and on television on the City's channel, CTV3.

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS REMAIN UNCHANGED.

**END OF ADDENDUM NO. 2**

**EXHIBIT B**  
CONSULTANT'S PROPOSAL

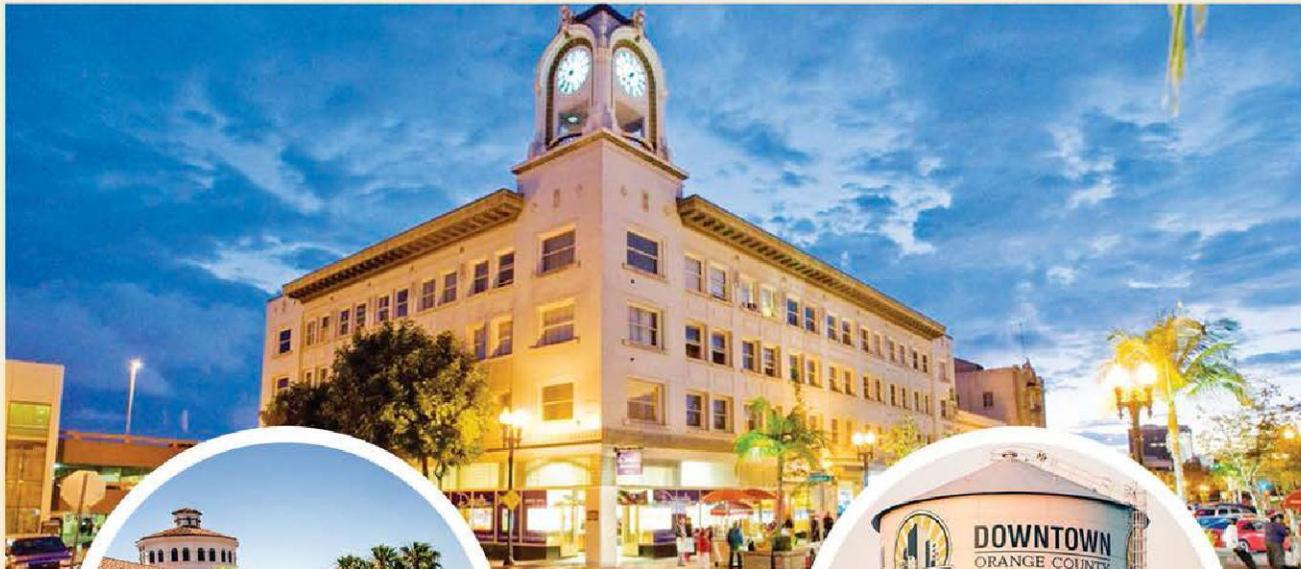
**REQUEST FOR PROPOSALS (RFP) NO. 20-105 FOR  
VIDEO PRODUCTION OF CITY COUNCIL MEETINGS,  
OTHER VARIOUS PRODUCTIONS, AND CABLE/VIDEO  
EQUIPMENT MAINTENANCE**



**ATTENTION: PAUL EAKINS, CITY MANAGER'S OFFICE  
CITY OF SANTA ANA  
CITY MANAGER'S OFFICE**

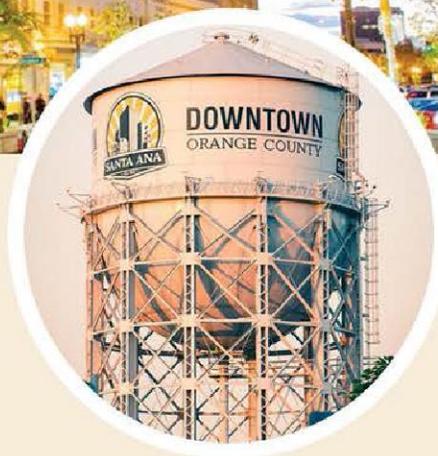
Edward Garcia - Producer/Director  
Dynamic Video Communications  
Dynamicvideoco.com  
EDWARD@ps89media.com  
30211 Avenida de las Banderas, Suite 200  
Rancho Santa Margarita, CA 92688  
(949) 232 3220

We are eminently the most qualified and professional vendor to partner with The City of Santa Ana.



**DYNAMIC VIDEO  
COMMUNICATIONS, LLC.**

**25B-21**





# SCOPE OF WORK

The City of Santa Ana seeks a video production partner(s) who will work collaboratively with the City team on the design, filming, editing, and production of the video communication modules. DVC will be accountable for the following:

## **Project Management:**

- Ensure alignment with overall project timeline;
- Work with The City team to set and track project milestones in accordance with overall timeline;
- Provide routine status updates;
- Manage costs of time and materials to remain within budget;
- Proactively identify and communicate challenges;
- Coordinate quality control of all development work and deliverables; and
- Provide a single point person to oversee the partnership.
- Provide creative direction that incorporates The City brand, utilizes approaches that engage the viewer and ensures consistency across every video produced.
- Work with The City team to set the direction for filming, including but not limited to: identifying shot lists based on content narratives, and developing talking points and/or scripts for film participants for interviews and voiceovers where applicable;
- Identify and collaboratively design the necessary video, graphic, and sound elements for the video modules; and
- Ensure fidelity to the established branding and design throughout the entire video production process.

## **Filming and Editing:**

- Work with The City team to develop an approach to conducting field shoots;
- Prepare on-site locations for filming. Preparations may include, but are not limited to: reviewing shot lists with The City team; scouting the location prior to filming; altering the physical environment and/or adapting the filming approach to ensure minimal disruptions to film participants;
- Work with The City specialists to conduct field filming in dynamic environments, including but not limited to, schools, avenues, street, homes, and work sites, to capture all footage required.
- Utilize .mp4 and .mov video formats and 1080 p high definition resolution;
- Work with The City team to review rough cuts, develop the sequence of video clips, and identify gaps in footage for additional filming;
- Edit to final production professional grade copy with absolute attention to detail on all video, graphic, and sound elements;
- Upload final edited version to the video hosting site that The City specifies.



#### **Council Meetings.:**

DVC will provide a streaming resource for The City of Santa Ana based on the original RFP.

- Contractor shall provide production services in live meeting coverage and playback for up to 24 meetings. Production services shall include all responsibility for graphics during the presentations, video roll-ins and all audio/visual needs.
- The City will provide contact information and reasonable amount of time to train the DVC team. DVC will charge a reasonable hourly rate for the trainees including streaming professional, camera op and graphic to be 100% comfortable stepping in. DVC will also require a full run through. DVC will require to shadow the incumbent.

#### **Annual State of the City Address and major events:**

DVC will provide a full event and management resource at a competitive rate.

- Contractor shall provide live meeting events including staging, lighting, tents, camera operations, cable running, security, equipment load in and load out.

**EXHIBIT C**

**COMPENSATION**

Fee Proposal including hourly rates if applicable



# RATE INFORMATION

## Content Creation / Video Production – Profile Pieces – One 10 Hour day Shoot

TOTAL Per Video Profile..... \$5,625.00

- Includes:
- Producer / Administrator / Director / Creative
  - Videographer / Equipment: Two Cameras, Lights, Audio, Drives & expendables
  - Gaffer / 2nd Camera Op
  - Complete Post Production, Drives, Storage, Grade and Mixing

## Content Creation / Video Production – Capturing an Event – One 10 Hour day Shoot

TOTAL Per Video Profile..... \$2,905.00

- Includes:
- Producer / Coordinator / Director
  - Videographer / Equipment: Two Cameras, Lights, Audio, Drone, Drives & expendables
  - Gaffer / 2nd Camera Op
  - No editing

## Video Production – Capturing On-Camera Testimonial - 1/2 day Shoot

TOTAL Per Video..... \$3,400.00

- Includes:
- Producer / Coordinator / Director
  - Videographer / Equipment: Two Camera, Lights, Audio, Drives & expendables
  - Gaffer / 2nd Camera Op
  - Make Up and Hair
  - Complete Post Production, Drives, Storage, Grade and Mixing
  - Does not include Teleprompter –(add 650.00 If the resource is required)

## Council Meetings Resource

TOTAL Per Meeting ..... \$4,100.00

- Includes:
- Streaming Professionals / Director / Robotic Camera op
  - 8 Hour Day
  - Does not include training.



**Video Production, Staging, Streaming – Annual State of the City Address**

TOTAL Production ..... \$5,925.00

- Includes:
- Producer / Coordinator / Director / Scouting Location / Event planning
  - Videographer / Equipment: Two Camera, Lights, Audio, Drives & expendables
  - Gaffer
  - Electrical
  - Streaming
  - Does not include Editing
  - Does not include Teleprompters –(add 650.00 per prompter if the resource is required)
  - Does not include Staging / Stage Lighting / Audio Speakers / Projectors / Audio taps / Mixers /
  - Microphones / pre planning with the stage company / etc.

**Video Production, Studio Location**

TOTAL Production ..... \$3,325.00

- Includes:
- Producer / Coordinator / Director
  - Videographer / Cameras & expendables
  - Gaffer
  - Full Day of Stage in Santa Ana
  - Does not include Streaming capabilities
  - Does not include Teleprompter –(add 650.00 If the resource is required)
  - Does not include Make up / Hair –(add 450.00 If the resource is required)

**Other Services Not Mentioned**

Digital Drive / Storage per Project .....	\$100.00 Each
Script Writer / Outline .....	\$120.00 Per Hour
Streaming Professional .....	\$155.00 Per Hour
Streaming Professional in Training .....	\$125.00 Per Hour
Producer / Coordinator / Client Management .....	\$85.00 Per Hour
Script Writer / Outline .....	\$150.00 Per Hour
Animation .....	\$150.00 Per Hour
Graphic Artist .....	\$90.00 Per Hour
Story board .....	\$85.00 Per hour

**AGREEMENT TO PROVIDE VIDEO PRODUCTION SERVICES FOR THE CITY OF  
SANTA ANA**

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of December, 2020 by and between IPTV International, Inc., a California corporation, dba TV Pro Gear (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. The City desires to retain a consultant having special skill and knowledge in the field of video production services on an as needed basis.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

On an on-call basis, and at the City’s sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 20-105 for video production services, which is attached as Exhibit A, and as more specifically delineated in Consultant’s proposal, which is attached as Exhibit B and incorporated in full. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, unless such additional services are authorized in advance and in writing by the City.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit C. Consultant is one of three (3) consultants selected to provide video production services on an on-call basis under RFP 20-105. The total compensation for these services provided by all such consultants selected under RFP 20-105 shall not exceed the amount of six hundred thousand dollars (\$600,000.00) during, the term of this Agreement, including any extension periods exercised under Section 3. This sum shall be comprised of the shared aggregate amount of two hundred thousand dollars (\$200,000.00) annually during the term of the Agreement, including any extension periods.

- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work, which fails to meet the standards of performance set forth in the Recitals, which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on January 1, 2021 and terminate on December 31, 2022, with the option for the City to grant up to a one (1) year renewal, unless terminated earlier in accordance with Section 15, below.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### **6. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be

limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
  - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
  - v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to

indemnify the City for any work performed prior to approval of insurance by the City.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

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

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other consultants retained by City.

#### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the City Manager may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and

in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**19. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

**20. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

City Manager  
City of Santa Ana  
20 Civic Center Plaza (M-)  
P.O. Box 1988  
Santa Ana, California 92702

To Consultant:

TV Pro Gear, Inc.  
1630 Flower Street  
Glendale, California 91201  
Telephone (818) 246-7100

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been

deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By: Jose Montoya  
Jose Montoya  
Deputy City Attorney

Scott Donovan  
Scott Donovan  
Vice President

**EXHIBIT A**  
**SCOPE OF SERVICES**

# REQUEST FOR PROPOSALS (RFP) NO. 20-105

FOR

## VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS, AND CABLE/VIDEO EQUIPMENT MAINTENANCE



### CITY OF SANTA ANA CITY MANAGER'S OFFICE

**Paul Eakins**  
City Manager's Office  
Phone: (714) 647-5200  
Email: [peakins@santa-ana.org](mailto:peakins@santa-ana.org)

#### **KEY RFP DATES:**

*The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date:	July 21, 2020
Deadline for Questions about RFP:	July 31, 2020
<b>Proposal Due Date:</b>	<b>August 14, 2020, by 4:00 PM</b>
Review of Proposals:	August 17 – 20, 2020
Projected Award Date:	September 15, 2020
Projected Start Date:	October 1, 2020

**25B-36**



## CITY OF SANTA ANA

### EXHIBIT A

#### CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS, AND CABLE/VIDEO EQUIPMENT MAINTENANCE

##### SCOPE OF SERVICES

#### DESCRIPTION AND SCOPE OF WORK

#### BASE SERVICES:

##### A. Council Meetings

The City of Santa Ana provides the control room equipment, cameras and equipment located inside the Council Chambers to record and broadcast the City Council meetings, including computers and other video production equipment. Contractor will serve as Producer/Administrator for City of Santa Ana City Council meetings. Duties will include hiring and supervising video production staff. Contractor shall provide production services in live meeting coverage and playback for up to twenty-four (24) meetings, including City Council meetings held the first and third Tuesdays of the month, and various additional meetings as selected by the Clerk of the Council and/or City Manager. Production services shall include all responsibility for graphics during the presentations, video roll-ins and all audio/visual needs. Additionally, Contractor shall provide technical assistance for city production crews and staff.

Services shall include:

1. Serve as Video Producer for all council meetings and cable-casting events in council chambers.
2. Maintain open communications with the Public Affairs Information Officer and Clerk of the Council office for special needs or changes pertinent to the agenda for each council meeting.
3. Communicate and confirm with the Public Affairs Information Officer regarding council meeting coverage and playback related to the city channel. Report technical playback and council meeting technical issues and remedies to the PAIO.
4. Provide, hire and supervise all video production crew and staff which will include Director, Camera Robotics Operator, Audio Operator, Graphics Designer and Playback Operator. These positions may be consolidated in one person.
5. Schedule video production staff. Pre-arrange and notify crew of video productions and changes.
6. Provide maintenance of playback equipment located in City Hall as necessary for City Council meeting.
7. Provide for office administration and payroll for video production crew and playback.
8. Provide and be responsible for all production staff training and hands-on use of equipment for video crews.
9. Direct communication with City Council members and Clerk of the Council.
10. Review any needs or concerns related to production request: includes PowerPoint, overheads, video roll-ins and presentations, review cueing system, proper use of microphones for Council.



## CITY OF SANT ANA

11. Arrange for and design overall look and style of productions.
12. Arrange for input of council graphics prior to the meeting. Run a spell check. Arrange for graphics to state replays during the meeting, approximately every 30 minutes during program.
13. Access to Analytical Data – Contractor will provide access to the analytical data related to the usage of the video streaming service by the public. Analytics shall include the quantity of persons viewing video streams and archived videos.
14. Video streaming services that integrate with Facebook Live, YouTube Live, or similar social media platforms.

### **B. Annual State of the City Address**

Contractor shall produce the mayor's state of the city address, including:

1. Hiring and supervising crew for camera operations, audio mixing, cable running, equipment load in and load out.
2. Directing the show for video.
3. Renting all needed video equipment and editing the finished video for playback.

### **C. Cable/Video Equipment Maintenance**

1. Confer with the Public Affairs Information Officer to evaluate needs and supervise maintenance activity of all city owned audio/video facilities. Said facilities include, but are not limited to, City Hall, recreation centers, senior centers, Stadium, Soccer fields. Etc.
2. Review and make recommendation for the repair and /or replacement of said audio/video facilities.
3. Design layout of electrical circuitry for existing and /or acquired audio/video equipment.
4. Ensure compliance with local, state, and federal safety codes and regulations.
5. Establish and maintain equipment log and data base to keep inventory and records of maintenance and to track equipment performance.
6. Help establish and enforce Agency wide policies for equipment use. Provide operation instruction for staff.
7. Conduct regular security checks on the City's production equipment.
8. Prepare preventative maintenance schedules and execute said maintenance on a routine basis.
9. Supervise annual asset inventories and tagging of new assets, as needed.
10. Coordinate equipment repair with outside agencies.
11. Coordinate acquisition of new production equipment.
12. Facilitate and supervise use of facilities or equipment by outside agencies, persons, other City employees or cable franchisee staff.
13. Facilitate completion of production services requested by City staff (including making dubs, editing and shooting videos, setting up equipment, delivering equipment, setting up operating facilities as needed.)



## CITY OF SANT ANA

14. Provide updates to Public Affairs Information Officer and/or assigned staff on progress of equipment installation, maintenance, building projects and anticipated completion dates.
15. Assist City Clerk and other staff on use of Council Chambers: video, audio, lighting, PowerPoint, Elmo or other technical needs.

### **D. Training and Support**

1. Initial Training - Contractor shall provide a training program (remotely or in-person) to a group of up to eight (8) City staff members. Training shall be conducted before the video streaming and archive system is officially commissioned. Training shall describe the roles and responsibilities of the Contractor in providing the video streaming service. Training shall identify how City Staff can identify and rectify minor problems that may arise in the rollout of the video streaming services.
2. Contact – Contractor shall provide a main point of contact for City Staff. The main point of contact shall have a thorough understanding of the video streaming system and be capable of troubleshooting problems remotely with City Staff who may not be experts in video and audio technology.

### **ADD-ON SERVICES:**

#### **A. Event Video Production**

1. On- and off-site video production services in Santa Ana for city-produced events including, but not limited to: 4<sup>th</sup> of July Celebration, Fiestas Patrias, Santa Ana 5k and Plaza Navidena.
2. This shall include all responsibility for graphics, video roll-ins and all audio/visual needs.

#### **B. Social Media Video Production**

1. On- and off-site video production services in Santa Ana to produce videos tailored for social media, City TV channel, marketing, website, and internal use. These would be brief videos (30 seconds – 5 minutes), shall include editing for graphics, video roll-ins and all audio/visual needs.

#### **C. Additional Meeting Video Production Services**

1. City Council meeting video production services beyond the 24 meetings included in the base services listed above. Video production services for other city meetings and functions at City Hall or other city facilities.

#### **D. Other Services Not Mentioned**

1. In addition to the designated proposal cost categories provided below, Proposers are encouraged to provide cost proposals for services that are not described in this RFP but may be of benefit to the City with regard to video streaming services.

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Juan Villegas  
COUNCILMEMBERS  
Phil Bacerra  
Nelida Mendoza  
David Penalzo  
Vicente Sarmiento  
Jose Solorio



CITY MANAGER  
Kristine Ridge  
CITY ATTORNEY  
Sonia R. Carvalho  
CLERK OF THE COUNCIL  
Daisy Gomez

**CITY OF SANTA ANA**  
**FINANCE AND MANAGEMENT SERVICES AGENCY**  
20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702  
714-647-5468  
[www.santa-ana.org](http://www.santa-ana.org)

**VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS,  
AND CABLE/VIDEO EQUIPMENT MAINTENANCE  
RFP 20-105**

**ADDENDUM NO. 1**

July 29, 2020

Notice is hereby given that where applicable; the City of Santa Ana Planning & Building Agency has made certain modifications, additions, and/or deletions, in the specifications to RFP No. 20-105, or reference is made in this Addendum No. 1.

**NEW SECTION**

Exhibit B - Bidders shall refer to this Standard Agreement (Sample), referenced throughout the RFP.

**PROPOSER QUESTIONS AND CITY RESPONSES**

- Q1. The Addendum specifies 7-10 videos and possible lengths of the two subject matters, but not how many of each. In other words, what is the anticipated breakdown of how many videos about Land Use and how many about Development Code?
- A1. **This question is for RFP 20-103 and should be disregarded.**
- Q2. Is the Agreement Statement the same thing as Attachment B: Proposer's Statement?
- A2. **These are two separate items. The Agreement Statement is in reference to the now included Exhibit B-Standard Agreement (Sample).**
- Q3. Does the video production of City Council Meetings (A. Council Meetings) INCLUDE the Spanish-language versions? If not, is this something you would like budgeted as an Add-On?
- A3. **Yes, it includes the Spanish-language version. The Spanish translation is provided through a separate interpreter service contracted with the City.**
- Q4. The RFP bid says the vendor is responsible programming playback. Is the vendor expected to do all the programming for the cable channel? The 24/7 schedule? Youtube? Granicus? Please ask the Public Information Officer to clarify?
- A4. **The bidder is only responsible for the playback on Granicus and YouTube of City Council meetings and any other City meetings for which the bidder provides video services.**

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS REMAIN UNCHANGED.

**END OF ADDENDUM NO. 1**

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Juan Villegas  
COUNCILMEMBERS  
Phil Bacerra  
Nelida Mendoza  
David Penalosa  
Vicente Sarmiento  
Jose Solorio



CITY MANAGER  
Kristine Ridge  
CITY ATTORNEY  
Sonia R. Carvalho  
CLERK OF THE COUNCIL  
Daisy Gomez

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**VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS,  
AND CABLE/VIDEO EQUIPMENT MAINTENANCE  
RFP 20-105**

**ADDENDUM NO. 2**

August 11, 2020

Notice is hereby given that where applicable; the City of Santa Ana Planning & Building Agency has made certain modifications, additions, and/or deletions, in the specifications to RFP No. 20-105, or reference is made in this Addendum No. 2.

**BID DUE DATE EXTENDED**

The bid due date has been extended to Wednesday, August 19, 2020 at 4:00 P.M., Pacific Standard Time.

**PROPOSER QUESTIONS AND CITY RESPONSES**

- Q1. Two questions: There is very little information in the bid about the control room systems, the playback systems, the council chamber system. It only talks about maintenance. Question one: A/V equipment. Is the selected vendor required to do equipment installation, integration, upgrade equipment or systems (when needed). To develop equipment purchase list? Question two: Do you require the proposer to do system troubleshooting, system repair, system alignment and calibration? system design?
- A1. Yes, the vendor would be required to develop purchase lists, install, integrate and upgrade systems or equipment as needed. Yes, the vendor would do system troubleshooting, system repair, system alignment, calibration and design.
- Q2. For the Add-On Services at the end of the bid description. Item B. It read "on and off site video production services to produce 30sec -5 min videos. Can you give us some idea of how many per month (or year) you might expect to require from the proposer? It makes it difficult to do a proper bid amount without knowing some rough quantity, how many are you thinking, just some kind of estimate?
- A2. Approximately 1-2 videos per month could be requested. Please provide an estimated cost per video or hourly rate.
- Q3. You list add on services at the end of the bid. Item A: list the events: 4th of July, Fiestas Patrias, etc, but it also says not limited to the listed events. Can you give us a general idea of how many additional events? 5-10? 10-20? It makes it hard to bid on this if we don't have an some idea of how many additional events you want produced?

- A3. In addition to the 4 events listed, we anticipate possibly 4-8 other events could be requested for filming. Please provide an estimated cost per event or hourly rate.
- Q4. Can you provide a list of equipment the city owns and uses for these purposes -- in other words, what specific equipment will we need to provide operators for?
- A4. Standard audio and video recording production and post-production equipment including mounted cameras operated from a control room are used. Please see page 21, Exhibit A, Section A of the RFP for additional information.
- Q5. Is the bidder/vendor expected to use city facilities and equipment for the entire process of producing every council meeting video? i.e. for production, and post production?
- A5. Yes, the vendor is expected to use city facilities and equipment for the entire process.
- Q6. What additional personnel, besides camera operators, does the vendor/bidder need to provide?
- A6. Please see page 21, Exhibit A, Section A, No. 4 of the RFP.
- Q7. How many crew members will the bidder/vendor have to supply at each meeting? For example, does the vendor need to supply two camera operators? Three?
- A7. Please see page 21, Exhibit A, Section A, No. 4 of the RFP. We recommend 2-3 crew members, but it will be at the discretion of the contractor to determine best practices.
- Q8. Can you provide an example of a previously produced City Council meeting video, that has the same general parameters of what will be expected going forward?
- A8. This is our regular (in-person) meeting:  
[https://santaana.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=2643](https://santaana.granicus.com/MediaPlayer.php?view_id=2&clip_id=2643)  
  
This is our temporary current (virtual teleconference) meeting operation:  
[https://santaana.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=2857](https://santaana.granicus.com/MediaPlayer.php?view_id=2&clip_id=2857)
- Q9. Is the bidder/vendor responsible for any type of live broadcast of the council meetings? Either online or on television? Or is the vendor only responsible to record, and prepare the meetings for "playback," as indicated?
- A9. Yes, the vendor will manage the live broadcast of the council meeting online and on television.
- Q10. How many cameras are used for these meetings?
- A10. A total of ten cameras are used for City Council meetings.
- Q11. What is the delivery format of the finished videos? Where does the city host them for viewing by the public (Youtube? Website? What is the delivery platform?)?
- A11. The videos are shown on YouTube, Granicus and on television on the City's channel, CTV3.

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS REMAIN UNCHANGED.

**END OF ADDENDUM NO. 2**

**EXHIBIT B**  
CONSULTANT'S PROPOSAL



TVPG agrees to provide video productions service and video systems technical support to CSA as listed below. There are four types of video services:

1. Public Service Announcements typically shot by TVPG with one camera and lasting two to five minutes in length. These videos are then edited by TVPG with titles and music added as required. Hereinafter referred to as PSA.
2. Special Event Videos typically shot with three cameras to four cameras. These events are cut on the fly and lived streamed to the Internet and/or recorded for later payout.  
2a – live streamed and no post production, hereinafter referred to as SEVa  
2b – live streamed and editing after live event for later usage hereinafter referred to as SEVb
3. Providing staff to produce and shoot city council meetings using CSA's equipment. This will include preparation to coordinate with council staff prior to the meeting. Hereinafter referred to as CCM.
4. Providing technical support and repairs to ensure that CSA's video system works properly. Hereinafter referred to as TSR.

#### PRICING/RATES

PSA - \$2,500 to \$5,000. The rate will vary depending upon how long the PSA will take to shoot and edit. *In all cases, prior to shooting the video, TVPG will quote a fixed price within the budgeting range for approval by CSA's designated staff member.*

SEV - \$7,000 to \$12,000. The rate will vary depending upon the length of the shoot, how many cameras are required to properly cover the shoot and if post production is required. *In all cases, prior to shooting the video, TVPG will quote a fixed price within the budgeting range for approval by CSA's designated staff member.*

CCM - \$2,000 to \$4000. The rate will vary depending upon how much pre-production is required and if post-production is required. *In all cases, prior to shooting the video, TVPG will quote a fixed price within the budgeting range for approval by CSA's designated staff member.*

TSR - \$1,000 per month. This rate includes up to six hours of support monthly. If more than six hours is required, TVPG will bill its services at the rate of \$150/hr. These prices do not include parts and third-party repairs if required.

## **AGREEMENT TO PROVIDE VIDEO PRODUCTION SERVICES FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of December, 2020 by and between Thomas Bystry doing business as Video Engineering Services (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

### **RECITALS**

- A. The City desires to retain a consultant having special skill and knowledge in the field of video production services on an as needed basis.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

### **1. SCOPE OF SERVICES**

On an on-call basis, and at the City’s sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 20-105 for video production services, which is attached as Exhibit A, and as more specifically delineated in Consultant’s scope of work, which is attached as Exhibit B and incorporated in full. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, unless such additional services are authorized in advance and in writing by the City.

### **2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Consultant is one of three (3) consultants selected to provide video production services on an on-call basis under RFP 20-105. The total compensation for these services provided by all such consultants selected under RFP 20-105 shall not exceed the amount of six hundred thousand dollars (\$600,000.00) during, the term of this Agreement, including any extension periods exercised under Section 3. This sum shall be comprised of the shared aggregate amount of two hundred thousand dollars (\$200,000.00) annually during the term of the Agreement, including any extension periods.

- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work, which fails to meet the standards of performance set forth in the Recitals, which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on January 1, 2021 and terminate on December 31, 2022, with the option for the City to grant up to a one (1) year renewal, unless terminated earlier in accordance with Section 15, below.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### **6. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be

limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
  - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
  - v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to

indemnify the City for any work performed prior to approval of insurance by the City.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

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

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other consultants retained by City.

#### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the City Manager may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and

in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**19. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

**20. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

City Manager  
City of Santa Ana  
20 Civic Center Plaza (M-)  
P.O. Box 1988  
Santa Ana, California 92702

To Consultant:

Video Engineering Services  
Attention: Thomas E. Bystry, Owner/President  
915 Wycliffe  
Irvine, California 92602  
[videootb@aol.com](mailto:videootb@aol.com)  
Telephone: (714) 366-4666

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By: Jose Montoya  
Jose Montoya  
Deputy City Attorney

Thomas E. Bystry  
Thomas E. Bystry  
Owner/President

**EXHIBIT A**  
**SCOPE OF SERVICES**

**REQUEST FOR PROPOSALS (RFP) NO. 20-105**

**FOR**

**VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER  
VARIOUS PRODUCTIONS, AND CABLE/VIDEO EQUIPMENT  
MAINTENANCE**



**CITY OF SANTA ANA  
CITY MANAGER'S OFFICE**

**Paul Eakins**  
City Manager's Office  
Phone: (714) 647-5200  
Email: [peakins@santa-ana.org](mailto:peakins@santa-ana.org)

**KEY RFP DATES:**

*The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date:	July 21, 2020
Deadline for Questions about RFP:	July 31, 2020
<b>Proposal Due Date:</b>	<b>August 14, 2020, by 4:00 PM</b>
Review of Proposals:	August 17 – 20, 2020
Projected Award Date:	September 15, 2020
Projected Start Date:	October 1, 2020

**25B-54**



## CITY OF SANTA ANA

### EXHIBIT A

#### CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS, AND CABLE/VIDEO EQUIPMENT MAINTENANCE

#### SCOPE OF SERVICES

#### DESCRIPTION AND SCOPE OF WORK

#### BASE SERVICES:

##### **A. Council Meetings**

The City of Santa Ana provides the control room equipment, cameras and equipment located inside the Council Chambers to record and broadcast the City Council meetings, including computers and other video production equipment. Contractor will serve as Producer/Administrator for City of Santa Ana City Council meetings. Duties will include hiring and supervising video production staff. Contractor shall provide production services in live meeting coverage and playback for up to twenty-four (24) meetings, including City Council meetings held the first and third Tuesdays of the month, and various additional meetings as selected by the Clerk of the Council and/or City Manager. Production services shall include all responsibility for graphics during the presentations, video roll-ins and all audio/visual needs. Additionally, Contractor shall provide technical assistance for city production crews and staff.

Services shall include:

1. Serve as Video Producer for all council meetings and cable-casting events in council chambers.
2. Maintain open communications with the Public Affairs Information Officer and Clerk of the Council office for special needs or changes pertinent to the agenda for each council meeting.
3. Communicate and confirm with the Public Affairs Information Officer regarding council meeting coverage and playback related to the city channel. Report technical playback and council meeting technical issues and remedies to the PAIO.
4. Provide, hire and supervise all video production crew and staff which will include Director, Camera Robotics Operator, Audio Operator, Graphics Designer and Playback Operator. These positions may be consolidated in one person.
5. Schedule video production staff. Pre-arrange and notify crew of video productions and changes.
6. Provide maintenance of playback equipment located in City Hall as necessary for City Council meeting.
7. Provide for office administration and payroll for video production crew and playback.
8. Provide and be responsible for all production staff training and hands-on use of equipment for video crews.
9. Direct communication with City Council members and Clerk of the Council.
10. Review any needs or concerns related to production request: includes PowerPoint, overheads, video roll-ins and presentations, review cueing system, proper use of microphones for Council.



## CITY OF SANT ANA

11. Arrange for and design overall look and style of productions.
12. Arrange for input of council graphics prior to the meeting. Run a spell check. Arrange for graphics to state replays during the meeting, approximately every 30 minutes during program.
13. Access to Analytical Data – Contractor will provide access to the analytical data related to the usage of the video streaming service by the public. Analytics shall include the quantity of persons viewing video streams and archived videos.
14. Video streaming services that integrate with Facebook Live, YouTube Live, or similar social media platforms.

### **B. Annual State of the City Address**

Contractor shall produce the mayor's state of the city address, including:

1. Hiring and supervising crew for camera operations, audio mixing, cable running, equipment load in and load out.
2. Directing the show for video.
3. Renting all needed video equipment and editing the finished video for playback.

### **C. Cable/Video Equipment Maintenance**

1. Confer with the Public Affairs Information Officer to evaluate needs and supervise maintenance activity of all city owned audio/video facilities. Said facilities include, but are not limited to, City Hall, recreation centers, senior centers, Stadium, Soccer fields. Etc.
2. Review and make recommendation for the repair and /or replacement of said audio/video facilities.
3. Design layout of electrical circuitry for existing and /or acquired audio/video equipment.
4. Ensure compliance with local, state, and federal safety codes and regulations.
5. Establish and maintain equipment log and data base to keep inventory and records of maintenance and to track equipment performance.
6. Help establish and enforce Agency wide policies for equipment use. Provide operation instruction for staff.
7. Conduct regular security checks on the City's production equipment.
8. Prepare preventative maintenance schedules and execute said maintenance on a routine basis.
9. Supervise annual asset inventories and tagging of new assets, as needed.
10. Coordinate equipment repair with outside agencies.
11. Coordinate acquisition of new production equipment.
12. Facilitate and supervise use of facilities or equipment by outside agencies, persons, other City employees or cable franchisee staff.
13. Facilitate completion of production services requested by City staff (including making dubs, editing and shooting videos, setting up equipment, delivering equipment, setting up operating facilities as needed.)



## CITY OF SANT ANA

14. Provide updates to Public Affairs Information Officer and/or assigned staff on progress of equipment installation, maintenance, building projects and anticipated completion dates.
15. Assist City Clerk and other staff on use of Council Chambers: video, audio, lighting, PowerPoint, Elmo or other technical needs.

### **D. Training and Support**

1. Initial Training - Contractor shall provide a training program (remotely or in-person) to a group of up to eight (8) City staff members. Training shall be conducted before the video streaming and archive system is officially commissioned. Training shall describe the roles and responsibilities of the Contractor in providing the video streaming service. Training shall identify how City Staff can identify and rectify minor problems that may arise in the rollout of the video streaming services.
2. Contact – Contractor shall provide a main point of contact for City Staff. The main point of contact shall have a thorough understanding of the video streaming system and be capable of troubleshooting problems remotely with City Staff who may not be experts in video and audio technology.

### **ADD-ON SERVICES:**

#### **A. Event Video Production**

1. On- and off-site video production services in Santa Ana for city-produced events including, but not limited to: 4<sup>th</sup> of July Celebration, Fiestas Patrias, Santa Ana 5k and Plaza Navidena.
2. This shall include all responsibility for graphics, video roll-ins and all audio/visual needs.

#### **B. Social Media Video Production**

1. On- and off-site video production services in Santa Ana to produce videos tailored for social media, City TV channel, marketing, website, and internal use. These would be brief videos (30 seconds – 5 minutes), shall include editing for graphics, video roll-ins and all audio/visual needs.

#### **C. Additional Meeting Video Production Services**

1. City Council meeting video production services beyond the 24 meetings included in the base services listed above. Video production services for other city meetings and functions at City Hall or other city facilities.

#### **D. Other Services Not Mentioned**

1. In addition to the designated proposal cost categories provided below, Proposers are encouraged to provide cost proposals for services that are not described in this RFP but may be of benefit to the City with regard to video streaming services.

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Juan Villegas  
COUNCILMEMBERS  
Phil Bacerra  
Nelida Mendoza  
David Penaloza  
Vicente Sarmiento  
Jose Solorio



CITY MANAGER  
Kristine Ridge  
CITY ATTORNEY  
Sonia R. Carvalho  
CLERK OF THE COUNCIL  
Daisy Gomez

**CITY OF SANTA ANA**  
**FINANCE AND MANAGEMENT SERVICES AGENCY**  
20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702  
714-647-5468  
[www.santa-ana.org](http://www.santa-ana.org)

**VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS,  
AND CABLE/VIDEO EQUIPMENT MAINTENANCE  
RFP 20-105**

**ADDENDUM NO. 1**

July 29, 2020

Notice is hereby given that where applicable; the City of Santa Ana Planning & Building Agency has made certain modifications, additions, and/or deletions, in the specifications to RFP No. 20-105, or reference is made in this Addendum No. 1.

**NEW SECTION**

Exhibit B - Bidders shall refer to this Standard Agreement (Sample), referenced throughout the RFP.

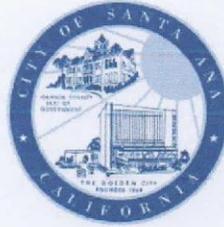
**PROPOSER QUESTIONS AND CITY RESPONSES**

- Q1. The Addendum specifies 7-10 videos and possible lengths of the two subject matters, but not how many of each. In other words, what is the anticipated breakdown of how many videos about Land Use and how many about Development Code?
- A1. **This question is for RFP 20-103 and should be disregarded.**
- Q2. Is the Agreement Statement the same thing as Attachment B: Proposer's Statement?
- A2. **These are two separate items. The Agreement Statement is in reference to the now included Exhibit B-Standard Agreement (Sample).**
- Q3. Does the video production of City Council Meetings (A. Council Meetings) INCLUDE the Spanish-language versions? If not, is this something you would like budgeted as an Add-On?
- A3. **Yes, it includes the Spanish-language version. The Spanish translation is provided through a separate interpreter service contracted with the City.**
- Q4. The RFP bid says the vendor is responsible programing playback. Is the vendor expected to do all the programing for the cable channel? The 24/7 schedule? Youtube? Granicus? Please ask the Public Information Officer to clarify?
- A4. **The bidder is only responsible for the playback on Granicus and YouTube of City Council meetings and any other City meetings for which the bidder provides video services.**

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS REMAIN UNCHANGED.

**END OF ADDENDUM NO. 1**

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Juan Villegas  
COUNCILMEMBERS  
Phil Bacerra  
Nelida Mendoza  
David Penalosa  
Vicente Sarmiento  
Jose Solorio



CITY MANAGER  
Kristine Ridge  
CITY ATTORNEY  
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**VIDEO PRODUCTION OF CITY COUNCIL MEETINGS, OTHER VARIOUS PRODUCTIONS,  
AND CABLE/VIDEO EQUIPMENT MAINTENANCE  
RFP 20-105**

**ADDENDUM NO. 2**

August 11, 2020

Notice is hereby given that where applicable; the City of Santa Ana Planning & Building Agency has made certain modifications, additions, and/or deletions, in the specifications to RFP No. 20-105, or reference is made in this Addendum No. 2.

**BID DUE DATE EXTENDED**

The bid due date has been extended to Wednesday, August 19, 2020 at 4:00 P.M., Pacific Standard Time.

**PROPOSER QUESTIONS AND CITY RESPONSES**

- Q1. Two questions: There is very little information in the bid about the control room systems, the playback systems, the council chamber system. It only talks about maintenance. Question one: A/V equipment. Is the selected vendor required to do equipment installation, integration, upgrade equipment or systems (when needed). To develop equipment purchase list? Question two: Do you require the proposer to do system troubleshooting, system repair, system alignment and calibration? system design?
- A1. Yes, the vendor would be required to develop purchase lists, install, integrate and upgrade systems or equipment as needed. Yes, the vendor would do system troubleshooting, system repair, system alignment, calibration and design.
- Q2. For the Add-On Services at the end of the bid description. Item B. It read "on and off site video production services to produce 30sec -5 min videos. Can you give us some idea of how many per month (or year) you might expect to require from the proposer? It makes it difficult to do a proper bid amount without knowing some rough quantity, how many are you thinking, just some kind of estimate?
- A2. Approximately 1-2 videos per month could be requested. Please provide an estimated cost per video or hourly rate.
- Q3. You list add on services at the end of the bid. Item A: list the events: 4th of July, Fiestas Patrias, etc, but it also says not limited to the listed events. Can you give us a general idea of how many additional events? 5-10? 10-20? It makes it hard to bid on this if we don't have an some idea of how many additional events you want produced?

- A3. In addition to the 4 events listed, we anticipate possibly 4-8 other events could be requested for filming. Please provide an estimated cost per event or hourly rate.
- Q4. Can you provide a list of equipment the city owns and uses for these purposes -- in other words, what specific equipment will we need to provide operators for?
- A4. Standard audio and video recording production and post-production equipment including mounted cameras operated from a control room are used. Please see page 21, Exhibit A, Section A of the RFP for additional information.
- Q5. Is the bidder/vendor expected to use city facilities and equipment for the entire process of producing every council meeting video? i.e. for production, and post production?
- A5. Yes, the vendor is expected to use city facilities and equipment for the entire process.
- Q6. What additional personnel, besides camera operators, does the vendor/bidder need to provide?
- A6. Please see page 21, Exhibit A, Section A, No. 4 of the RFP.
- Q7. How many crew members will the bidder/vendor have to supply at each meeting? For example, does the vendor need to supply two camera operators? Three?
- A7. Please see page 21, Exhibit A, Section A, No. 4 of the RFP. We recommend 2-3 crew members, but it will be at the discretion of the contractor to determine best practices.
- Q8. Can you provide an example of a previously produced City Council meeting video, that has the same general parameters of what will be expected going forward?
- A8. This is our regular (in-person) meeting:  
[https://santaana.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=2643](https://santaana.granicus.com/MediaPlayer.php?view_id=2&clip_id=2643)
- This is our temporary current (virtual teleconference) meeting operation:  
[https://santaana.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=2857](https://santaana.granicus.com/MediaPlayer.php?view_id=2&clip_id=2857)
- Q9. Is the bidder/vendor responsible for any type of live broadcast of the council meetings? Either online or on television? Or is the vendor only responsible to record, and prepare the meetings for "playback," as indicated?
- A9. Yes, the vendor will manage the live broadcast of the council meeting online and on television.
- Q10. How many cameras are used for these meetings?
- A10. A total of ten cameras are used for City Council meetings.
- Q11. What is the delivery format of the finished videos? Where does the city host them for viewing by the public (Youtube? Website? What is the delivery platform?)?
- A11. The videos are shown on YouTube, Granicus and on television on the City's channel, CTV3.

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS REMAIN UNCHANGED.

**END OF ADDENDUM NO. 2**

**EXHIBIT B**  
CONSULTANT'S SCOPE OF  
SERVICES & COMPENSATION

# Scope of Service

From

## Video Engineering Services

Thomas E Bystry

915 Wycliffe

Irvine, CA. 92602

[videotb@aol.com](mailto:videotb@aol.com)

714-366-4666

Tax ID 93-1099297

To The City of Santa Ana

Attention: Paul Eakins

**Scope of Services**

**RFP-20-105**

PRICING STRUCTURE Annual Amounts for a one year contract with another year renewal option. Amounts are consistent with what was offered in the RFP bid. I have not had any price increases in over 6 years. All my costs have increased, insurances, crew, parts and supplies, parking.

Hence, see below. Annual amounts

**Exhibit A-** Hourly Services. All areas: Engineering, Production, Videography, Editing, Troubleshooting, Repair, Alignment, Calibration, New systems install, City Hall, Senior Centers, Rec Centers, Stadium. Training Staff, Cable channel programing, Prime Gov, etc. Per direction of consultant's manager. Only bill for hours worked or project performed.

\$80 per hour, Tom Bystry, senior engineer (2 hr min). **Recommended at least 12 hours a week.**

\$45 per hour Crew: Mark Kiss, Shawn Bohonos, Martin Bystry, Josh Hernandez, Joaquin Torres. All crew member assignments will be discussed with Manager and Tom Bystry.

**Exhibit B-** State of The City Address:

\$5,500 Flat: includes all pre-production meetings with staff. Crew members, event, supplies, parts, post editing, putting it on our channel. Copies and Distribution

**Exhibit C-**Council meetings- Flat Rate Up to 26 meetings = \$39,000

\$1500 Includes crew and possible remote meetings

\$100 Extra if it goes past midnight

Justification:

City Council meeting technical video production services up to 26 meetings (I only bill for meetings that I (crew) attend). Detailed description of services provided listed in the RFP.

**Exhibit D** -Contingency: \$15,000 recommended amount

I hope this gives you an idea of an annual amount to budget for. Please contact me for any additional questions.

Tom