



**Request For Statement Of Qualifications  
And Proposal For  
Video Production And Operations Services  
For**

**WVTV CHANNEL 10  
WESTLAKE VILLAGE  
GOVERNMENT ACCESS TELEVISION**

**FOR**

**THE CITY OF WESTLAKE VILLAGE**

**AUDREY BROWN, ASSISTANT CITY MANAGER  
CITY OF WESTLAKE VILLAGE  
31200 Oak Crest Drive  
Westlake Village, CA 91361  
818-706-1613**

**INDEX**

	<b><u>PAGE</u></b>
I INTRODUCTION.....	1
II CITY’S GOALS .....	1
III INSTRUCTIONS AND INFORMATION.....	1
IV SPECIFICATIONS OF SERVICES .....	4
V PROPOSAL CONTENT & FORMAT.....	8
VI PROPOSAL EVALUATION AND SELECTION.....	8
VII GENERAL PROPOSAL TERMS & CONDITIONS.....	9
VIII PROPOSAL FORM.....	12

**ATTACHMENTS & EXHIBITS**

EXHIBIT A	Draft Agreement
EXHIBIT B	Insurance Requirements
EXHIBIT C	Project Deliverables
EXHIBIT D	Video Flow Diagram
EXHIBIT E	Audio Flow Diagram
EXHIBIT F	City Council Chambers Layout
EXHIBIT G	Proposal Form
EXHIBIT H	WVTV 10 Programming Matrix

## I. INTRODUCTION

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

## II. CITY'S GOALS

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

- A. To continue the operation of the WVTV 10 for live telecasts of public meetings, replays of public meetings and other programming, and multiple bulletin board services (BBS) messages with graphics.
- B. To continue to produce the content and provide quality production on WVTV 10.
- C. Acquire necessary equipment and establish procedures to enable immediate and easy updating of the City Government Channel from City Hall, Emergency Operations Center and remote locations, including live emergency telecast capability from City Hall or the EOC.
- D. Adequately train City staff to operate equipment with the intent to upload BBS messages, operate microphones, operate rear projector, and broadcast live in an emergency situation.
- E. Develop programming for WVTV 10 through acquisition and scheduling of content available from outside sources.
- F. Develop original programming for WVTV 10.

## III. INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed Proposals will be received in City Hall, 31200 Oak Crest Drive, Westlake Village, CA, until 5:00 p.m. on **August 21, 2009**. Each Proposal must include an original plus three copies, one electronic PDF copy of the Proposal pages on a CD-ROM, and a work sample DVD submitted to: City Clerk, City of Westlake Village, 31200 Oak Crest Drive, Westlake Village, CA 91361. Proposal package must be in a sealed envelope and clearly marked: "Proposal to Furnish Professional Video Production Services" and "DO NOT OPEN WITH REGULAR MAIL."

### A. Notice of Pre-Proposal Meeting:

The City will conduct a pre-proposal meeting for all prospective Vendors.

DATE & TIME: **Monday, August 17, 3:00 p.m.**

PLACE: Westlake Village City Hall, 31200 Oak Crest Drive, Westlake Village, CA 91361

### B. Definitions:

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

thereof. The abbreviation RFP means "Request for Proposal" and refers to this document in whole and consists of all of the documents contained herein and attached hereto. The following meanings are attached to the following defined words when used in this RFP and Professional Services Agreement. The word "Professional Services Agreement, means the contractual agreement between the Vendor and the City of Westlake Village for the purchase of services.

**C. Proposal Form:**

The Proposal must be made in the format specified herein for that purpose, enclosed in a sealed envelope, and marked "Proposal to Furnish Professional Video Production Services, DO NOT OPEN WITH REGULAR MAIL" and addressed to the City of Westlake Village, City Clerk, 31200 Oak Crest Drive, Westlake Village, CA 91361. If the Proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposals will be considered.

Any unauthorized conditions, limitations, or provisos attached to a Proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Vendor. Further information on the content of the Statement of Qualifications may be found in Section VIII of this request.

**D. Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening Proposals (August 21, 2009). Revisions and amendments, if any, will be announced by an addendum to this Proposal. If the revisions require additional time to enable Vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date. Receipt of any acknowledged addenda must be on the proposal form. Failure to acknowledge any addendum may render the Proposal non-responsive and cause it to be rejected.

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

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

**E. Standards for Evaluation of Proposals:**

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

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

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

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

**F. Firm Price:**

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

**G. Errors and Omissions:**

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

**H. Vendor's Examination of Requirements:**

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

**I. Professional Services Agreement:**

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

All prospective VENDORS are advised to review the terms and conditions contained herein and in the draft agreement (Exhibit "A"). Any exceptions or alternatives to the requirements,

terms, or conditions in this RFP or the draft agreement (Exhibit "A") must be identified by the VENDOR in the PROPOSAL.

**J. Payment Schedule:**

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

**K. Indemnification:**

VENDOR shall defend, hold harmless and indemnify City and its officers, employees, and agents (collectively the "Indemnitees") from any and all demands, claims, actions, proceedings, causes of action, damages, judgments, awards, settlements amounts, penalties, fines, assessments, charges, fees, forfeitures, losses, liabilities, obligations, costs and expenses (collectively, "Claims") arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of VENDOR or VENDOR's employees, subcontractors or agents in the performance of professional services under the agreement (including Claims for infringement of intellectual property rights of any third party). VENDOR shall defend the Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses (including actual attorney's fees) incurred in connection with such defense.

In connection with all Claims not covered by the preceding paragraph, VENDOR shall defend, hold harmless and indemnify the Indemnitees from any Claims arising out of, pertaining to, or relating to VENDOR's performance of the agreement. VENDOR shall defend the Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice and shall pay all costs and expenses (including actual attorney's fees) incurred in connection with such defense.

**L. Notice:**

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

CITY: City Manager  
City of Westlake Village  
31200 Oak Crest Drive  
Westlake Village, CA 91361

VENDOR: Name  
Street  
City, State, Zip

**IV. SPECIFICATION OF SERVICES**

**A. Cable TV Channel and Current Content:**

The City of Westlake Village's Cable TV Channel 10 ("WVTV 10") is currently on the Westlake Village Time Warner Cable TV system. Current programming consists of multiple bulletin board graphics messages, "live" City Council meetings, and other public meetings. In addition, the City schedules multiple replays of City Council meetings, original content, and

content from outside sources. All meetings are also programmed to be replayed using an automated playback system (see attached Exhibit D "Video Flow Diagram" and Exhibit E "Audio Flow Diagram").

**B. Primary Video Production Facilities and Equipment:**

Most of the production facility's infrastructure used for both "live" televised meetings and programmed playback are contained within the Video Control Room which is immediately adjacent to and within the perimeter walls of the City Council Chambers (see attached Exhibit F "City Council Chambers Layout". The two main systems in the Video Control Room are the Production Control System and the Automated Playback System.

**C. Production Control System:**

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

- (5) ceiling-mounted, remote robotic-controlled video cameras
- Multiple Keno Flow Soft Bank lighting instruments and dimmers
- a Ross digital video switcher
- a Leitch Video Router
- an Insciber Character Generator
- a Nexus Server for recording
- (2) Pioneer PRV-LX1 DVD Recorders
- (2) SVHS Recorder/Players
- a NEC NP 3150 digital video projector
- and various other video support equipment

The primary audio equipment for live production includes:

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

\*Please note, this is a partial list of installed equipment. All installed equipment can be viewed at pre-proposal meeting on August 17, 2009 at 3:00 pm.

**D. Automated Playback System:**

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

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

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

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

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

**Typical Meeting Schedule:**

Westlake Village City Council, 2nd and 4th Wednesdays, 6:30 p.m.

In any given year there are a number of Special Meetings that may be rescheduled. Vendor normally receives at least 24-hour notice of meeting schedule changes.

- Automated playback programming and related duties of all public meetings and/or events as required and directed by the City.
- General setup, configuration and testing of the equipment prior to each meeting.
- Periodic maintenance, general cleaning and upkeep of all video production facilities (see “Periodic Maintenance” below).
- Creating, maintaining and updating of Bulletin Board System (BBS) content messages and graphic pages as requested by the City. Typically there are three to five minutes of slide messages (10-20 slides) in rotation at any given time, with an average replacement rate of about three slides per month.
- Cleaning and inspection of all robotic cameras and related systems in the City Council Chambers.
- Basic system engineering to maintain quality signals throughout the system including color balance, phase adjustment and timing of signals through all signal paths.
- Maintenance of microphones, related cabling, and replacement of faulty connectors as necessary.
- Programming and configuration of all video levels of recording and processing devices for optimum performance.
- Adjust signal levels of all audio processing, mixing and recording devices for optimum performance.
- Liaison with necessary cable companies to maintain maximum on-air signal quality.
- Technical consulting as necessary to inform or report on any functionality or technology that may improve the workflow and efficiency of maintaining and operating the City of Westlake Village’s Production Facilities.
- Telephone consultation with City staff concerning on-going replacement of necessary supplies, any public meeting’s technical operation issues or potential problems that may arise before, during or after the public meetings.

- Interface with City staff and report on all matters related to the operation and maintenance of the video production facilities.
- Manage and make recommendations regarding inventory of supplies, including consumables (blank DVDs, etc.), as well as minor durable goods (foam microphone windscreens, replacement bulbs, etc.).
- Minor replacement and installation of ancillary devices such as malfunctioning microphones, microphone cabling, light bulbs, light fixtures, monitors, etc.
- Managing telecast scheduling for WVTV 10, including meeting re-broadcasts.

**F. Periodic Maintenance:**

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

**G. As Needed Services:**

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

**H. Extended Maintenance Services:**

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

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

**IV. TERMS AND CONDITIONS**

**A. Conduct and Relationship with City:**

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

The City’s intent is to provide all of the necessary equipment technologies and tools to provide quality television production recordings. All equipment to be utilized as a part of the Video Production Facilities is the sole property of the City of Westlake Village. With prior

consent from the City the vendor may make use of or operate their own equipment in the performance of services set forth in this RFP when to do so is in the best interests of the City.

**B. Acceptance:**

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

**C. Duration of Services:**

The successful Vendor's services will continue under a probationary period of 6 months, after which a successful evaluation and assessment of the Vendor's performance as qualified by the agreement will be conducted. Upon approval the duration of service will continue for an additional 30 months and/or until a further evaluation of the Vendor's performance can be approved.

**D. Staff Reassignments:**

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

## **V. PROPOSAL CONTENT/FORMAT**

### **Statement of Qualifications Content**

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

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

## **VI. PROPOSAL EVALUATION AND SELECTION**

All proposals properly received by the proposal due date and time will be evaluated by City staff. The proposals will be ranked and an interview may be conducted with selected vendors. The final Vendor selected as the most qualified to provide the requested services will be invited to negotiate an agreement based on the City's standard Agreement, which is attached. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified Vendor. The City reserves the right to conduct additional interviews as necessary.

The City reserves the right to negotiate the specific requirements and costs using the selected proposal as a basis. The City reserves the right to reject any or all proposals at its sole discretion. The City is not liable for any costs incurred by the submitting parties or their Vendors in preparing the proposal.

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

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

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

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

Communications Regarding RFP - If there is doubt as to the meaning or intent of any part of this RFP, or if discrepancies or omissions in the RFP are discovered, a written request via e-mail for an interpretation or correction thereof may be submitted to Audrey Brown, Assistant City Manager, City of Westlake Village (audrey@wlv.org). Interpretation or correction of the Request for Qualifications shall be made only by addendum duly issued by the City. A copy of any such addendum will be mailed or delivered to each person receiving the RFQ-RFP, and such addendum shall be considered a part of the RFP and shall be incorporated therein. All timely requests for information submitted in writing will receive a written response from the City.

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

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

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

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

Non-Exclusive Contract - The City reserves the right to contract with other firms or individuals

during the Contract term or to issue multiple contracts for individual aspects of the project as may deemed in the best interests of the City.

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

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

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

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

Conflict Of Interest - Neither Vendor nor any employees, agents, or subcontractors of Vendor who will be assigned to this project, to the best of Vendor's knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict City may terminate the agreement immediately. (See Exhibit A, Section 11).

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

determination shall include a description of the Vendor's duties and, based upon that description, a statement of the extent of disclosure requirements.

Inspections - City/Agency reserves the right to inspect the premises being operated under this RFQ and any subsequent Agreement at any time.

**VIII. PROPOSAL FORM**  
**Statement of Qualifications**

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

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

**Proposal Submitted By:**

---

Name of Company	Website
-----------------	---------

---

Address

---

City/State/Zip Code

---

Printed Name/Title

---

Telephone Number/Fax Number

**Form of Business Organization:**

Please indicate the following (check one);

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

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

**Business History:**

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

\_\_\_\_\_ Years

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

---

---

**Contact for Additional Information:**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

**Addenda Received:**

Please indicate addenda information you have received regarding this Proposal:

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

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

**Payment Terms:** The City of Westlake Village Payment terms are net 30.

**Vendor's Information:**

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

**Subcontractor's Information:**

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

1. Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

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

2. Company Name:

\_\_\_\_\_

Address:

---

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

**Delivery of Services:**

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

**References:**

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

---

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

---

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

---

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

**Maintenance/Warranty Service Information:**

**A. Location:**

How many miles is your company's business office located from the requested delivery address?  
\_\_\_\_\_ miles (31200 Oak Crest Drive, Westlake Village, CA 91361.)

**Additional Proposal Information:**

**A. Executive Summary:**

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

**B. Project Team:**

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

**C. Relevant Experience**

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

**D. Workload**

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

**E. Work Samples**

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

**F. Additional Information**

Submit any additional information or recommendations supporting the proposal.

**Exhibit A**

Sample Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Westlake Village/**Consultant**)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement” herein) is made as of **[Month, Day]**, 2009, by and between the City of Westlake Village, a body corporate and politic (“City” herein), and **[name]**, a **[state]** corporation. (“Consultant” herein).

**2. RECITALS**

2.1 City desires to retain Consultant as an independent contractor to perform the following professional services:(1) continue the operation of WVTM 10 for live telecasts of City Council meetings, other public meetings, replays of meetings, operation and maintenance of bulletin board services, scheduling of replay of channel, content management, emergency broadcast operations, and general audio visual consultations as deemed by the City.

2.2 Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

**NOW, THEREFORE**, in consideration of performance of the promises, covenants and conditions herein contained, the parties hereto agree as follows:

**3. CONSULTANT’S SERVICES**

3.1. Scope and Level of Services. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in Consultant’s **[date]** proposal attached as Exhibit A and incorporated herein by reference.

3.2. Time of Performance. The services shall be performed in a timely, regular basis in accordance with the instruction of City’s City Manager. Time is of the essence in the performance of this Agreement.

3.3 Cooperation. In the event any claim or action is brought against City relating to Consultant’s performance under this Agreement, Consultant shall render any reasonable assistance that City might require.

3.4 Standard of Performance. Consultant shall perform all work to the highest professional standards, in accordance with applicable laws and in a manner reasonably satisfactory to City.

**4. TERM**

4.1 Probationary Period. This Agreement is effective on the date set forth in Section 1 above and shall expire on **[Month, Day]**, 2010 (“Probation Date”) unless either (i) on or before the Probation Date, City delivers written notice to Consultant that Consultant has passed the probationary period; or (ii) prior to the Probation Date, City terminates this Agreement pursuant to Section 11 below. City shall not be required to make findings if it determines that Consultant has

13.1 Nondiscrimination. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

13.2 Assignability. Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations, without the prior written consent of City. Any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations shall be void and of no effect.

13.3 Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

13.4 Litigation. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the drafting party.

13.5 Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any such document, the provisions of this Agreement shall prevail.

13.6 Integration. This Agreement (including the attached Exhibit A,) represents the entire and integrated agreement between City and Consultant. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

**[CONTINUED ON FOLLOWING PAGE]**

not passed the probationary period. Consultant shall not have the right to terminate this Agreement during the probationary period.

4.2 Base Term. If Consultant passes the probationary period, the base term of this Agreement shall run from the Probation Date until **[Month, Day]** 2012 unless this Agreement is earlier terminated pursuant to Section 11 below.

## **5. COMPENSATION**

City agrees to compensate Consultant for its services according to the fees set forth in Exhibit A.

## **6. INDEPENDENT CONTRACTOR STATUS**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement.

## **7. CONFIDENTIALITY**

Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant in connection with performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement. Consultant's covenant under this section shall survive the termination or expiration of this Agreement.

## **8. CONFLICT OF INTEREST**

Consultant covenants that it presently has no, and that it shall not during the term of this Agreement acquire any, interest that would conflict with its services hereunder. Consultant further covenants that it shall avoid the appearance of having any interest that would conflict with its services hereunder. Consultant shall not accept any employment or representation during the term of this Agreement that is likely to make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any matter in connection with Consultant's services hereunder. Nothing in this section shall, however, preclude Consultant from accepting other engagements with City.

## **9. INDEMNIFICATION**

9.1 Professional Services Indemnity. Consultant shall defend, hold harmless and indemnify City and its officers, employees and agents (collectively, "the Indemnitees") from any and all demands, claims, actions, proceedings, causes of action, damages, judgments, awards, settlement amounts, penalties, fines, assessments, charges, fees, forfeitures, losses, liabilities, obligations, costs and expenses (collectively, "Claims") arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or Consultant's employees, subcontractors or agents in the performance of professional services under this Agreement (including Claims for infringement of intellectual property rights of any third party). Consultant shall defend the Indemnitees in any action or actions filed in connection with any such Claims with

counsel of City's choice, and shall pay all costs and expenses (including actual attorney's fees) incurred in connection with such defense.

9.2 Other Indemnities. In connection with all Claims not covered by Section 9.1, Consultant shall defend, hold harmless and indemnify the Indemnitees from any Claims arising out of, pertaining to, or relating to Consultant's performance of this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses (including actual attorney's fees) incurred in connection with such defense.

**10. INSURANCE**

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

**11. TERMINATION**

11.1 By City. City shall have the right to terminate the services of Consultant at any time for any reason on seven calendar days written notice to Consultant. In the event this Agreement is terminated by City, Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

11.2. By Consultant. Consultant shall have the right to terminate this Agreement at any time for any reason on seven calendar days written notice to City, and Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**12. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

City:

City of Westlake Village  
31200 Oak Crest Drive  
Westlake Village, CA 91361  
Attention: Raymond B. Taylor  
Fax: 818-706-1391

Consultant:

**[name]**  
**[address]**  
  
Attention: **[name]**  
Fax: **[number]**

**13. MISCELLANEOUS**



## **Exhibit B**

### Insurance Requirements

## EXHIBIT B

### INSURANCE REQUIREMENTS

B.1 Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services hereunder by Consultant, its officers, employees and agents.

B.2 Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Worker\*s Compensation insurance as required by the State of California.

B.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City's City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) City, its officers, employees and agents are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.
- (2) For any claims related to this Agreement, Consultant\*s insurance coverage shall be primary insurance as respects City, its officers, employees and agents. Any insurance or self-insurance maintained by City, its officers, employees or agents shall be excess of Consultant\*s insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.

- (4) Consultant\*s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer\*s liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to City.

B.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best\*s rating of no less than A.

B.6 Verification of Coverage. Consultant shall furnish City with original endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by City. All endorsements are to be received and approved by City before work commences. As an alternative to City forms, Consultant\*s insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

B.7 Modification by City Manager. City\*s City Manager may reduce or waive the requirements of this section. Any such reduction or waiver shall be made in writing.

## **Exhibit C**

### Project Deliverables

## Exhibit C

### Project Deliverables

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

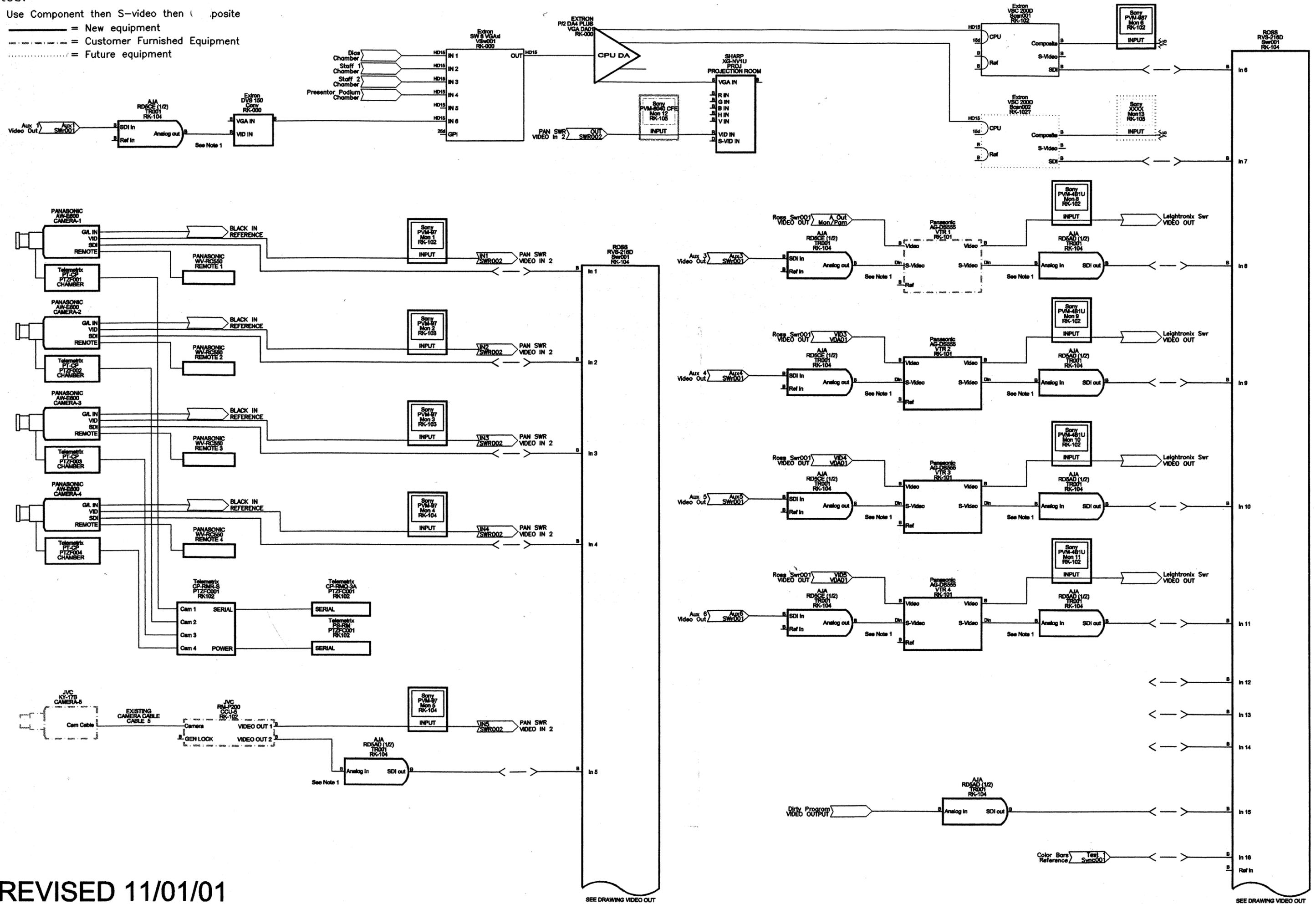
All responses must include the following components:

- Vendor's Statement of Qualifications (Section VIII of the document)
- Cost Proposal Form (Exhibit G)

## **Exhibit D**

Video Flow Diagram

- Notes:
- 1) Use Component then S-video then Composite
  - 2) ——— = New equipment
  - 3) - - - - - = Customer Furnished Equipment
  - 4) ..... = Future equipment



REVISED 11/01/01

**DST**  
Digital System Technology

16227 ARROW HIGHWAY  
IRVINGDALE, CA  
91708  
VOICE: 626.472.7701  
FAX: 626.472.7716  
http://www.dst.com

**CITY OF WESTLAKE VILLAGE**

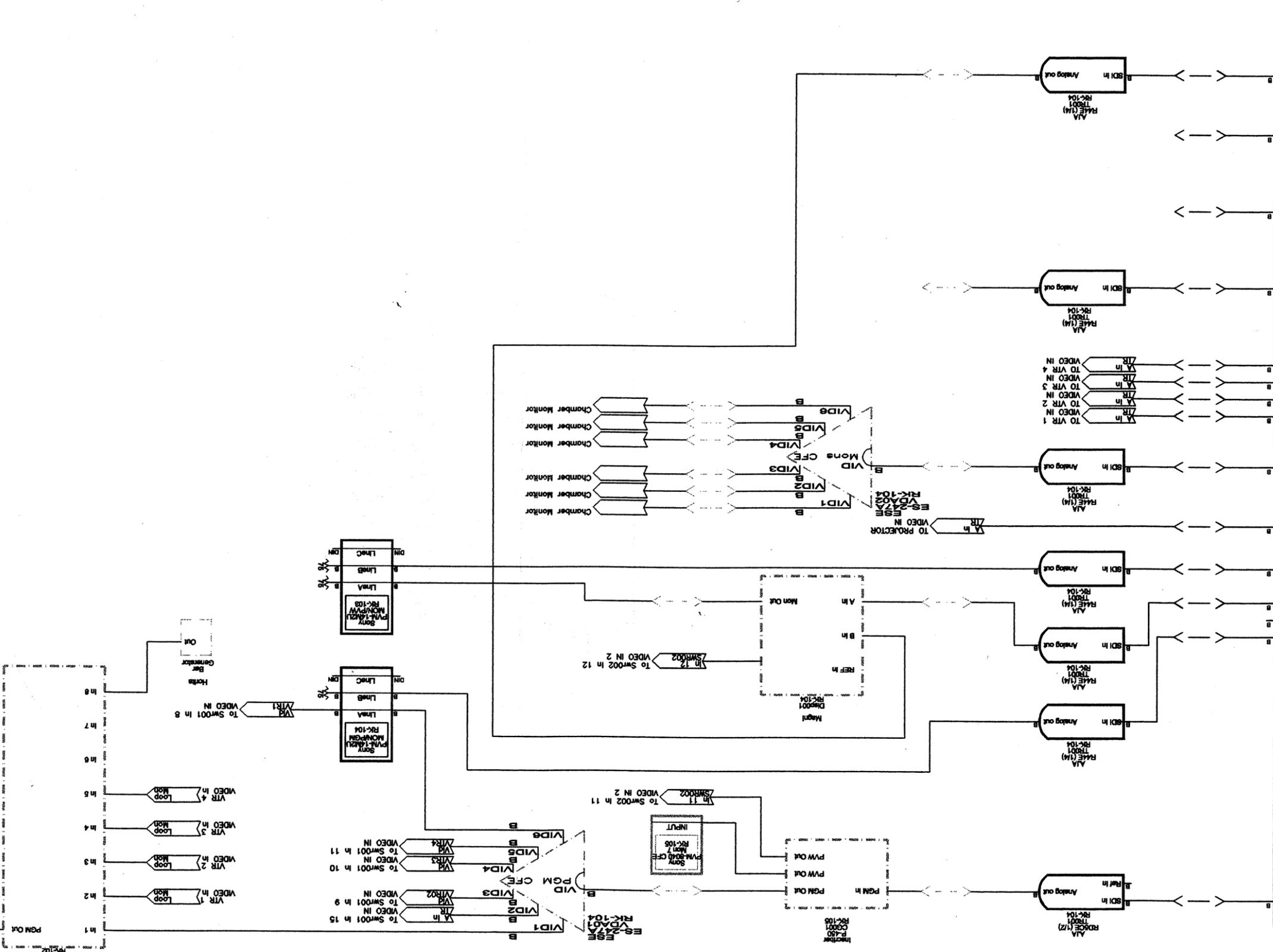
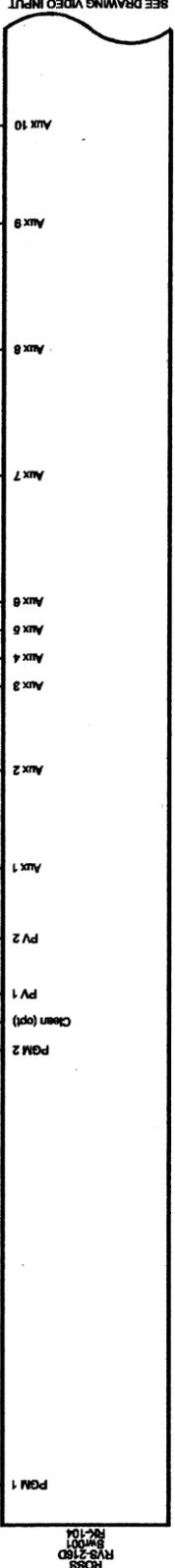
Project Name:	Westlake WESTLAKE WESTLAKE CHAMBER
Drawing Title:	WESTLAKE CHAMBER
PROJECTS	
Drawing Number:	VIDEO

Legend:

- Digital Audio
- Digital Video
- Analog Audio
- Analog Video
- Control
- Details
- Special
- Equipment-CPE
- Equipment-New

**Exhibit E**

Audio Flow Diagram



- 1) Use Component then S-video then Composite
- 2) = New equipment
- 3) = Customer Furnished Equipment
- 4) = Future equipment

Notes:

Project Name: **Westlake WESTLAKE CHAMBER**

Legend:

_____	Analog Audio	_____	Digital Audio
_____	Analog Video	_____	Digital Video
_____	Control	_____	Equipment-CFE
_____	Data	_____	Equipment-NEW

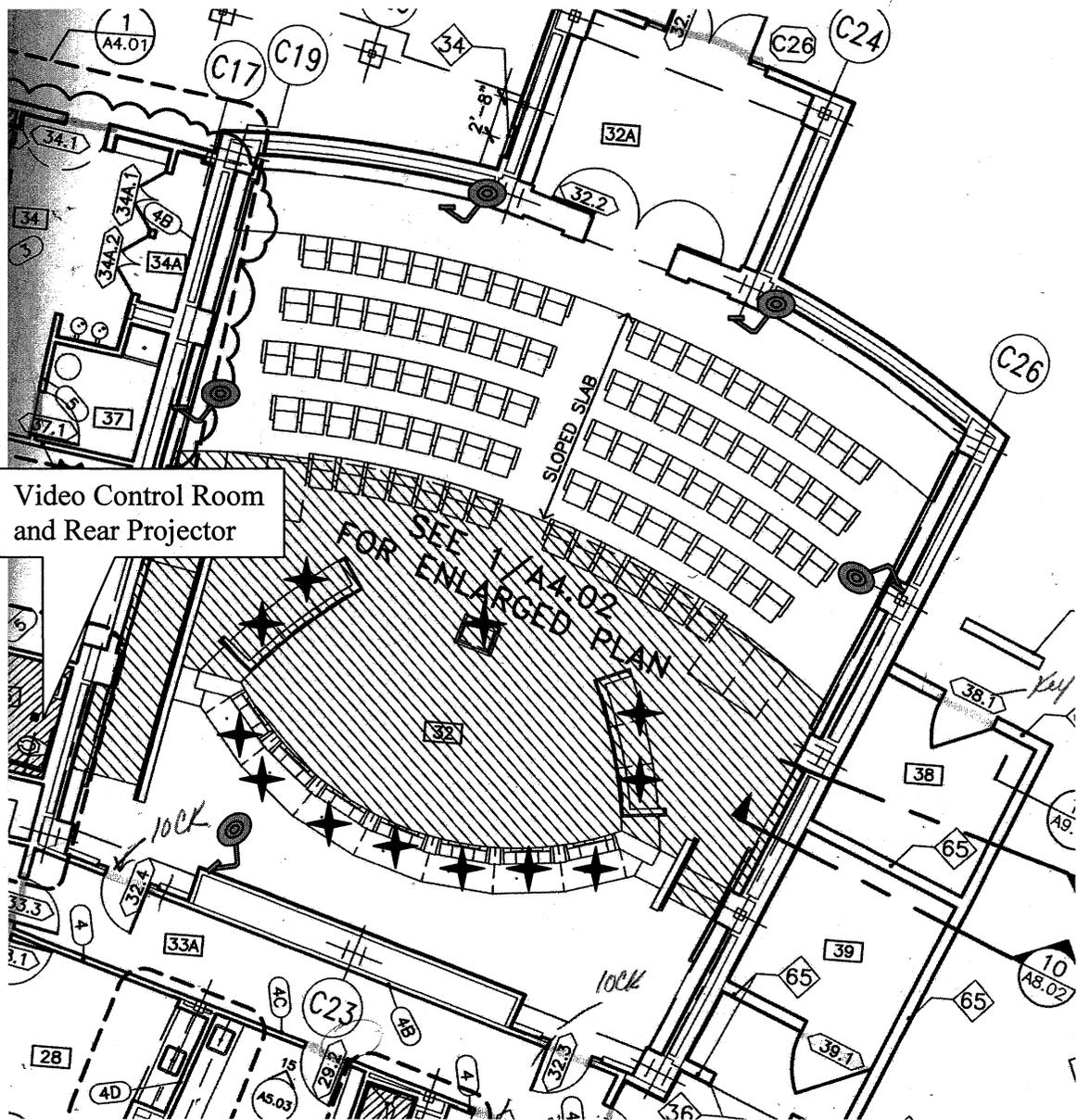
City of WESTLAKE VILLAGE

1007 ARROW HIGHWAY, WESTLAKE, CA 91370  
 VOICE: 818.472.7710  
 FAX: 818.472.7710  
 http://www.westlake.ca.gov

DST Digital System Technology

**Exhibit F**

City Council Chambers Layout



Video Control Room  
and Rear Projector

Microphone Locations 

Camera Locations 

**Exhibit G**

Cost Proposal Form

## Exhibit G

### Cost Proposal Form

Item #	Qty	Description	Hourly Rate	Exceptions
<b>REGULAR MONTHLY SERVICES LABOR FEE</b>				
1	1	<b>Hourly Standard Meeting Rate.</b> 2-hour minimum guarantee. The hourly rate paid for 1 hour prep time, and a 3-hour standard meeting duration, 4 hours total, to provide all services as necessary and specified in the "Scope of Services" . For example, a meeting from 6:30 p.m. to 9:30 p.m.		
2	1	<b>Extended Meeting Hourly Rate.</b> Hourly rate for each additional meeting hour beyond the standard meeting duration.		
3	1	<b>Hourly Standard Rate</b> for other channel services including scheduling playbacks, uploading BBS slides, ingesting content and other services as requested by the City		

Item #	Qty	Description	Hourly Rate	Exceptions
<b>AS-NEEDED SERVICES</b>				
4	1	Hourly Rate for Technician to perform additional services within the "Scope of Services" on an as-needed basis and upon request by the City during normal business hours. Examples: creating additional graphics beyond average-maximum, or assisting City Staff on any aspect of Channel operations outside of normal engagement periods		
5	1	Hourly Rate for Video Technician to perform Services beyond the "Scope of Service" including but not limited to delivering equipment to repair site, install and uninstall equipment, building cable/wire as needed, re-configuration of system devices upon request		
6	1	<b>Hourly Rate</b> for one technician to operate audio or video services for a non broadcast or taped meeting. (Example would be microphones or rear projector.)		

#### EXTENDED MAINTENANCE SERVICES

7	1	Hourly Rate for Troubleshooting and Repairing Equipment beyond the "Scope of Services" and beyond "Periodic Maintenance" as is required and further specified		
8	1	Required Hourly Minimums (2, 3, 4 hours Minimum?)		

**Exhibit H**

WVTV 10 Programming Matrix

May 2008

## WLVTV CH10 Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>9:00 AM</b>	LVUSD Technology Update	LVUSD Technology Update	LVUSD Technology Update	LVUSD Technology Update	LVUSD Technology Update	LVUSD Technology Update	LVUSD Technology Update
<b>10:00 AM</b>	Living with Africanized Honey Bees	2008 Soap Box Derby Highlights	2008 Soap Box Derby Highlights	City Council Replay	Trail Masters #2	City Council Replay	Living with Africanized Honey Bees
<b>12:00 PM</b>		Is Your Teen Road Ready?	Living with Africanized Honey Bees		Clean Water Act & Our Backyard		City Schools 2008
<b>2:00 PM</b>	Living with Africanized Highlights	Ride the Bus		Clean Water Act & Our Backyard	Living with Africanized Honey Bees	Brush Clearance	Is Your Teen Road Ready?
<b>4:00 PM</b>	Ride the Bus	Living with Africanized Honey Bees	Ride the Bus	2008 Soap Box Derby Highlights	City Schools 2008	City Schools 2008	Brush Clearance
<b>6:00 PM</b>	LVUSD Technology Update	LVUSD Technology Update	LVUSD Technology Update	LVUSD Technology Update	LVUSD Technology Update	LVUSD Technology Update	LVUSD Technology Update
<b>6:30 PM</b>	Clean Water Act & Our Backyard	Brush Clearance	City Council Live	Living with Africanized Honey Bees	Brush Clearance	Living with Africanized Honey Bees	Ride the Bus
<b>7:30 PM</b>	Brush Clearance	City Council Replay	2nd & 4th Wed. City Council Live 1st & 3rd Wed City Council Replay	Is Your Teen Road Ready?	2008 Soap Box Derby Highlights	Is Your Teen Road Ready?	City Council Replay

**Auto Burglary PSA to play every 1/2 Hour.**